



# **ENERGY RESOURCES**

## **ENGINEERING**

**Request for Proposal #: 320-050122AG**

**GENERATOR CONTROLS UPGRADES**

**Date of Issue: 1/31/2022**

**Proposal Opening Date: 2/24/2022**

**At 04:00 PM ET**

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

Alicia Gaines

Purchasing Clerk

Email: [Alicia.Gaines@rockymountnc.gov](mailto:Alicia.Gaines@rockymountnc.gov)

Phone: 252-972-1227



**ROCKY MOUNT**  
FINANCE  
THE CENTER OF IT ALL

## **Request for Proposal # 320-050122AG**

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For purchasing division processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 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 is to be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

**ID Number:**

\_\_\_\_\_

Federal ID Number or Social Security Number

\_\_\_\_\_

Vendor Name

***“All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. All prospective contractors shall be responsible for complying with state law and local ordinances.”***

## CITY OF ROCKY MOUNT ENGINEERING

**Refer ALL Inquiries regarding this RFP to:**

Alicia Gaines  
Purchasing Clerk

**Request for Proposal # 320-050122AG**

**Proposals Due Date: 2/24/2022 4:00 pm**

**Contract Type: Service**

### **EXECUTION**

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor certifies that this proposal 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, 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 the City. 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 RFP, 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. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City 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 City, or from any person seeking to do business with the City. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.**

<b>COMPLETE/FORMAL NAME OF VENDOR:</b>		
<b>STREET ADDRESS:</b>	<b>P.O. BOX:</b>	<b>ZIP:</b>
<b>CITY &amp; STATE &amp; ZIP:</b>	<b>TELEPHONE NUMBER:</b>	<b>TOLL FREE TEL. NO:</b>
<b>PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):</b>		
<b>PRINT NAME &amp; TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</b>	<b>FAX NUMBER:</b>	
<b>VENDOR'S AUTHORIZED SIGNATURE*:</b>	<b>DATE:</b>	<b>EMAIL:</b>

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here:   days.

### **ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount Purchasing Office shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR CITY USE ONLY:** Offer accept, and Contract awarded this \$ \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ as indicated on the attached certification, by \_\_\_\_\_ Purchasing Manager.

**PRE-AUDIT:** This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

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## 1.0 PURPOSE AND BACKGROUND

The purpose of the RFQ is to solicit proposals for the upgrade of existing Emergency backup/peak shaving switchgear to an EasYgen based control system. This work is to be performed on a city owned generator. Therefore, the customer is the City of Rocky Mount.

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

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

### 2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions, the Cities terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP 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 RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the City 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 RFP addendum. The City 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 this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP 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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

Contact with anyone working for or with the City regarding this RFP other than the City Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the City’s election.

### 2.3 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	City	Monday 1/31/2022
Mandatory Pre-Bid Meeting ( <i>choose one</i> )	City	Thursday 2/10/2022 10:00 am or 2:00 pm
Submit Written Questions	Vendor	Monday 2/14/2022
Provide Response to Questions	City	Wednesday 2/16/2022
Submit Proposals	Vendor	Thursday 2/24/2022 4:00 pm
Award	City	TBD

#### Mandatory Pre-Bid Meeting

Date: 2/10/2022

Proposal Number: 320-050122AG

Vendor: [Redacted]

Time: 10:00 AM *or* 2:00 PM Eastern Time

Contact #: 252-972-1227

**Instructions:** It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit on February 10, 2022. Attendees shall meet promptly at 10:00 a.m. or 2:00 p.m. Eastern Time at 4489 Leaston Rd., Rocky Mount, NC 27804. All attendees must sign in upon arrival and clearly indicate the prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, NOR SHALL THEIR BID BE CONSIDERED. Late arrivals may be excluded from the meeting room until all on-time attendees have completed sign-in, and the sign-in sheet secured. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow. On-time attendance will be strictly enforced.

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

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

## 2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to Alicia.Gaines@rockymountnc.gov by the date and time specified above. Vendors should enter "RFP # 320-050122AG: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, the City's response, and any additional terms deemed necessary by the City will be posted in the form of an addendum the City of Rocky Mount Purchasing web-page <http://www.rockymountnc.gov/bids> and/or to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

## 2.5 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal—submitted after the proposal deadline will be rejected. For hand delivered bids please note that the Frederick E. Turnage Municipal Building requires all visitors to sign in with the guard stationed on the first floor. Visitors will only have access through the building accompanied with a City employee.

<b>MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE</b>	<b>OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY,</b>
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<b>OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER</b>	
PROPOSAL NUMBER: 320-050122AG Attn: Alicia Gaines City of Rocky Mount PO BOX 1180 Rocky Mount, NC 27802	PROPOSAL NUMBER: 320-050122AG Attn: Alicia Gaines City of Rocky Mount 331 S. Franklin Street Rocky Mount, NC 27804

For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the City’s Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the department’s purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

- a) Submit **one (1) signed, original executed** proposal responses, one [1] photocopy to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

## 2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS AND CONDITIONS
- f) Completed and signed version of ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION
- g) Technical Approach (section 5.4)

## 2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- b) **CONTRACT LEAD:** Representative of the City of Rocky Mount Purchasing Office who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City and who will administer this contract for the City.
- c) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- d) **RFP:** Request for Proposal
- e) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.



f) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

### **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

Pursuant to North Carolina General Statutes Section 143-131, “award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.”

The City may obtain proposals from one or more potential Vendors. All proposals will be evaluated, and award will be based on lowest responsive bid meeting specifications.

The City reserves the right to waive any minor informality or technicality in proposals received.

**Local Preference Policy.** *The only exception to the lowest responsive, responsible bidder method of award will be the local preference policy. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or \$25,000, whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. An eligible local vendor is one that is current on property taxes in the City of Rocky Mount and meets the qualifications set forth in the policy. An application can be found at <https://rockymountnc.gov/services-finance-vendor-registration/>.*

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using department, issuing department, other government department office, or body (including the purchaser named above, department secretary, department head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the 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 and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the City’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the City would not be served by the disqualification. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing department for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

#### **3.3 INTERPRETATION OF TERMS AND PHRASES**

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

## 4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5.

### 4.1 CONTRACT TERM

The Vendor shall begin work under the Contract within 30 business days of the Effective Date.

### 4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

### 4.3 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: City of Rocky Mount Attn: Accounts Payable  
PO BOX 1180  
Rocky Mount, NC 27802
- c) Payment amounts will be made on a NET 30 day pay period upon submission of an invoice and appropriate trip tickets to support such invoice.

### 4.4 MWBE GOOD FAITH EFFORTS

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. The awarded bidder will be asked to show proof of good faith efforts.

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the bid and subcontract documents available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 7 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 8 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 9 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

### 4.5 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist. Use the table below to note the MWBE businesses that will be used as suppliers or subcontractors for this contract.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

If the goal of 10% participation by HUB Certified or minority businesses is not achieved, the Bidder shall provide the following documentation to the City of his/her good faith efforts:

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- a) Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- b) Copies of quotes or responses received from each MWBE responding to the solicitation.
- c) A telephone log of follow-up calls to each firm sent a solicitation.
- d) For subcontracts where a minority business is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- e) Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- f) Copy of pre-bid roster
- g) Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h) Letter detailing reasons for rejection of minority business.
- i) Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in a non-responsive bid.

#### 4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the City of Rocky Mount. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person

**4.7 REFERENCES**

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The City may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	COMPANY EMAIL	TELEPHONE NUMBER
<b>Optional:</b> City of Rocky Mount			

**4.8 BACKGROUND CHECKS**

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

**4.9 PERSONNEL**

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The City will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

**4.10 VENDOR’S REPRESENTATIONS**

- a) 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 agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(s) that may be approved by the City. 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).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor’s proper performance, provision and delivery of the service and deliverables under this 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 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 Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue 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 this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## 5.0 SCOPE OF WORK

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### 5.1 GENERAL

#### I. CONTROLLER

- a) Provide EasYgen 3400XT-2 (8440-2087)
  - Provide HMI display for 3400XT
- b) Install EasYgen 3400XT in switchgear to upgrade to a digital system.
  - Includes all required hardware, wiring, programming, and testing.
  - Should be mounted on a back plane
    - Provide a new one if a free one is not available
  - Provide the customer with up-to-date program
  - EasYgen should control:
    - Engine speed
    - Synchronization
    - Voltage/ PF control
    - Frequency/ KW Control
    - Standby mode/ L.O.M. Detection and Response
- c) Install CDVR voltage regulator to allow analog control from EasYgen.
  - Include all required hardware, wiring, programming, and testing.
  - Provide the customer with up-to-date program
- d) EasYgen 3400XT spare or unused Inputs and Outputs should be wired to a terminal block.
- e) Selector switch for controls
  - Master switch
    - Off, Auto,
  - Run with no load/ run with load
    - position switch, center position would be normal/auto
  - Must have selector switch for Standby Mode
    - Auto/ Off
  - Must have a mode selector switch for Baseload/ Load Follow/ Island Mode
  - Must have a working E-stop
  - Must have a reset button to reset any alarms
  - Must provide and install new utility 86 device
  - All engine shutdown, overcurrent (50/51) and generator reverse power alarms should trip existing generator 86 lockout device
  - Generator Panel should give output a 24VDC for hard shutdowns
    - Tie output to EasYgen
  - Generator Panel should give output a 24VDC for warning alarms
    - Tie output to EasYgen
  - Generator should be able to run locally (Manual at the Engine control panel) at all times unless a shutdown alarm is present.
    - When unit is turned to auto at the Engine Control Panel after running locally (Run at the Engine control Panel) it should run through the normal cool down

- When the unit is placed from manual at the Engine control Panel to off at the Panel the unit should shut down (no cool down)
- Generator should not be able to start with a remote signal when the master switch is in off.
- EasYgen controller should have an input for peak shaving control
  - Should be able to control this with Modbus as well
  - Use remote control bit #1
- Provide customer with a complete set of updated drawings, hard copy and electronic copy.
  - Should include an updated one line
  - Should include overview of cabinet
    - Placement of switches
    - Placement of all equipment
- Provide customer with operator training for the updated system.
  - Onsite training
  - Detailed user manual
- Provide Control panel battery charger and batteries
  - Controls should have best source for power options
- Controls should have a VICOR

## II. RELAYS

- Provide and install a Beckwith M-3425A
- Provide and install a Beckwith M-7651A D-PAC
- Provide and install test switches for both relays
- Provide and install off/auto switch for M-7651A
  - This will allow testing of relay without tripping utility BKR
- City will supply the protective relay settings for the M-7651A D-PAC and M-3425A Contractor will need to provide inputs and outputs used for the following
  - M-3425A should operate the generator 86 device for all faults
  - M-3425A should use the sync function of the M-3425A for gen BKR closing protection
  - M-7651A should have an output to open the utility for all under/over voltage and frequency faults
  - M-7651A should have an output to operate the generator 86 device for reverse power
  - M-7651A should have an output to operate the generator 86 device and the utility 86 device for all over current faults
  - M-7651A Should use the sync function of the M-7651A for utility BKR closing protection
  - M-7651A Should have an analog output (4-20) for EasyGen utility load.
    - This should be wired to the EasyGen on analog input 1
- Test Relay for Proper Operation

## III. OTHER

- A terminal block must be supplied for the customer SCADA interface.
  - Start/stop control (with load)
  - Run status
  - E-stop
    - Control
    - Status
  - Alarm status
    - Soft alarm
    - Hard alarm
  - BKR status
  - Gen 86 status
- Must provide and mount a DC powered (24V) Network Switch
  - 6 port minimum switch is required
  - EasYgen 3400XT must be connected to the Network Switch

- M-3425A must be connected to the Network Switch
- M-7651A D-PAC must be connected to the Network Switch
- One port will be left open to connect to SCADA RTU
- Customer will be responsible for providing all required interconnect wiring and conduit.
  - Contractor must provide detailed list of wiring to be pulled
  - Anything not listed for the customer to pull will be assumed the responsibility of the contractor and will be part of the upgrade
- All old equipment should be removed and provided back to the customer
  - Any old equipment not being used should be removed by the contractor
- Replace all control doors with new doors instead of patching all holes
- Power outages must be discussed in advance and coordinated with the customer.

## 5.2 TASK/DELIVERABLES

### GENERATOR PARALLELING SWITCHGEAR AND CONTROL SYSTEM

#### I. Diagrams

One Line Diagram(s) that show primary, sensing, protection and control components with ratings, ratios, connection style, power circuit breaker type.

- Elevation Diagram(s) showing switchboard(s) dimensions. These may combine with One Line Diagrams. These should show conduit entrance locations for primary, sensing and control cabling.
- Internal parts layout diagram, including terminal blocks and fuses.
- Sequence of Operations (may be included as part of a drawing or alternately a separate text with diagramming style document).
- Riser Diagrams with conduit and cable sizes and quantities.
- Installed Switchboard(s) Diagrams with elevation and plan views with proposed installed clearances noted.

#### II. Technical Data for all Major Components (as applicable)

- Power circuit breakers
- Trip units
- Controls and controllers
- HMIs
- Signal converters and isolators
- Protective relays
- Time delay relays
- Threshold/comparison relays of any type
- Communications devices
- Power conditioning/selection equipment
- Fuses and low voltage circuit breakers
- Local control switches
- A description of any deviations from these specifications.

#### III. As Built Documentation Package and Maintenance Manuals

A total of five (5) sets of As Built Drawings, and Technical Data for all major components, including O&M Manuals and Instruction Books as available shall be supplied. Maintenance, trouble-shooting guides and safety precautions specific to the equipment supplied shall be included.

#### IV. Engine Generator Operation in the Different Modes

Mounted on the control cubicle shall be Engine Control Switches (ECS) with the following positions:

- Master Switch
  - Auto
  - Off
- Run/test
  - Run/test with load
  - Run/test without load
- Load Switch

- Load Follow Mode
- Island Mode
- Base Load
- Emergency/Standby Mode
  - Auto
  - Off
- Alarm reset push button
  - Reset all EasYgen alarms
  
- E-Stop
- 86 Device
  - Generator 86
  - Utility 86

\*Generator should not be able to start with a remote signal when the master switch is in off.

\*Generator should be able to run locally at all times unless a shutdown alarm is present.

### **V. Peak Shaving**

When the ECS is placed in the AUTO position with voltage present at the delivery point, the engine generator set is enabled and will start whenever a signal is given. This signal can be from the local engine start switch (test with load), and the utility's SCADA RTU. After starting, the engine generator will come up to speed and voltage and go through the normal synchronizing process. The EasYgen will soft load the generator to its rated capacity or achieve zero power flow at the utility delivery point. When the generator is running in AUTO mode and the start signal is removed, the EasYgen will soft unload the generator transferring load to the utility. The Generator Breaker will be tripped, and the engine will continue to operate for an adjustable (0-30 min.) cool down period. When the ECS is in the OFF position the engine generator is locked out.

### **VI. Load Test**

When the ECS is placed in the Test with Load position with voltage present at the delivery point, the engine generator will start and will come up to speed and voltage and go through the normal synchronizing process. The EasYgen will soft load the generator to its rated capacity and maintain rated kW output for the duration of the load test. When the load test switch is returned to the off, the EasYgen will soft unload the generator and the Generator Breaker will be tripped. The engine will go through the normal cool down cycle. If the ECS is placed in the AUTO prior to engine stop the appropriate automatic control sequence shall be followed.

The switchboard mounted ECS will have sufficient stages and contacts in addition to those needed for the above functions, to provide indication of each position of the switch to the utility's remote SCADA RTU.

### **VII. Emergency Standby Operation**

Plant loads are normally fed by the City. When the utility feeder is lost, the loss of voltage will be detected by voltage sensing connected to the utility bus. The engine generator can be started and brought to speed, and voltage as detected by voltage and frequency relays. The controller circuit breaker 52G to the loads bus and the engine generator will pick up the available load and carry this load until restoration of the feeder. Since the engine generator is on the load bus, the utility feeder and engine generator must be in synchronism before load transfer takes place. This is accomplished by a syn-check relay supervising reclosing of the utility circuit breaker. Once this occurs, load is transferred to the utility. The engine runs for a cool down period and then closes down.

### **VIII. Generator/Switchgear Controller (GSC)**

- (EasYgen GC-3400XT (8440-2228)
- (EasYgen 3400XT--2 (8440-2087)
  - HMI display for 3400XT
- Should initiate the emergency standby operation

### **IX. GSC Shall Provide the Following Protection**

- Gen Reverse Power (32P)
- Gen Reverse VAR (32VAR)
- Gen Undervoltage (27)
- Gen Overvoltage (59)
- Gen Overfrequency (81-O)
- Gen Underfrequency (81-U)
- Gen Current Unbalance (46)



- Gen Voltage Unbalance and Phase Rotation (47)
- Gen Power Factor (55)
- Gen ground fault (50/51G)

These faults should trip the Generator 86 device

#### **X.GSC Alarms/Shut down**

- Overspeed shutdown
- Overcrank shutdown
- Emergency stop depressed shutdown
- Low battery voltage alarm
- High battery voltage alarm
- Control switch not in auto position alarm
- Battery charger failure alarm
- Engine Alarms

\*Any shut down alarm should trip the 86 devices

\*Warning alarms should not trip the 86 devices

#### **XI.Utility Protection Relay (M-7651A)**

- Master Switch
  - On/Off
    - Allow testing of relay without tripping utility BKR
- Provide the Following Protection
  - Phase Inst./Def. Time Overcurrent (50P)
    - Should trip the Utility and Generator 86
  - Phase Inverse Time Overcurrent (50IP)
    - Should trip the Utility and Generator 86
  - Utility Phase Under Voltage (27)
  - Utility Phase Over Voltage (59)
  - Negative Sequence Overvoltage (47)
  - Sync Check (25)
    - Utility BKR
    - Generator BKR
  - Directional Power(32)
    - This should trip the Generator 86
  - Overfrequency (81-O)
  - Underfrequency (81-U)

### **5.3 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

### **5.4 TECHNICAL APPROACH**

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included. In the narrative include the number of employees to be used in meeting the requirements of this contract, a statement of hourly rates for each class of employee to be used in the performance of each type of work of the contract. Such rates are to be used in computing additions to or deductions from the monthly payment to the contractor for changes to the specified duties and services, or for extra work required by the owner.

### **5.5 ACCEPTANCE OF WORK**

All the above specifications for Park's litter removal are subject to daily inspections by either the Director of Parks and Recreation or the Park Superintendent. Failure to meet the standards set forth in these specifications will be noted and discussed with the vendors designated project manager. Failure to remedy issues shall be grounds for the cancellation of this contract. Ongoing failure to consistently meet specifications noted in this RFP shall also be grounds for the cancellation of this contract.

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the City shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or 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 City shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable of 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 requirements, acceptance criteria or otherwise fail to conform to the contract, the City may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

## 5.6 LIQUIDATED DAMAGES

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

It is the City's intentions to award this contract to the overall lowest responsive responsible bidder but reserves the right to make award to the Company that can start the contract and complete it in the time frame desired by the City.

If awarded the contract I can start on [REDACTED] and complete the contract for inspection and acceptance by the City of Rocky Mount representative in [REDACTED] days from starting the project. All days are counted as calendar days.

For each day that any work shall remain uncompleted after the contract period agreed upon for the completion of the work and provided for in the contract, the sum of **\$100.00** per calendar day shall be deducted from any money due the contractor, not as penalty but as liquidated damages: provided however, that due account shall be taken of any authorized adjustments of the Contract Period in favor of the Contractor and which the Owner considers to be equitable.

## 5.7 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to 3 months after such end date all such reasonable transition assistance requested by the City, 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 City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The City shall 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.

## 6.0 CONTRACT ADMINISTRATION

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### 6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the City a project manager. The project manager shall be the City's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

### 6.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City's Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall 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. If a dispute cannot be resolved between the Parties

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*Vendor:*

within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.3 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

**ATTACHMENT A: PRICING**

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The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the City of Rocky Mount for the furnishing of all materials, equipment, and labor necessary to complete the scope of work described in these documents in full and complete in accordance with this RFP and to the full and entire satisfaction of the City of Rocky Mount for the sum of:

**TOTAL COST**  **\$**

**ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS & CONDITIONS**

Review Terms and Conditions: General at <https://rockymountnc.gov/services-finance-vendor-registration/> Terms and conditions on the vendor webpage that do not apply to this bid: Federal UG Terms, FEMA Contract Provisions, Sample Contract Terms.

- Check here to indicate that you have read and agree to the City of Rocky Mount General Terms & Conditions.

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**ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION**

**HISTORICALLY UNDERUTILIZED BUSINESSES**

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) of the 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 City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business?  Yes  No
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

If so, state HUB classification: \_\_\_\_\_

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**NEW VENDOR REGISTRATION**

New vendors must complete a vendor registration form using the link below. If you are a current vendor that needs to update, contact information you may also complete the online vendor registration form. Once registration is complete email a copy of your W9 and E-Verify Affidavit to the contact person listed on the coversheet.  
<https://rockymountnc.gov/services-finance-vendor-registration/>

**HOW TO DO BUSINESS WITH THE CITY OF ROCKY MOUNT**

Becoming a Vendor <https://youtu.be/MGOjZxI4iQc>  
Competing in the Bid Process <https://youtu.be/yy8dYzPOCUs>  
Purchase Order, Payment and Performance <https://youtu.be/wA5zVTizZQM>