



STATE OF NORTH CAROLINA

East Carolina University

Request for Proposal #: 56-2601BTRFP

Transit Buses Maintenance and Repair Services

Date of Issue: January 22, 2026

Proposal Opening Date: February 24, 2026 (Tuesday)

At 2:00 PM (Eastern Time)

Direct all inquiries concerning this RFP to:

Bryan Tuten

Associate Director, Materials Management Department

Email: tutenb@ecu.edu

Phone: (252) 328-6289



STATE OF NORTH CAROLINA

Request for Proposal

56-2601BTRFP

For internal State agency processing, including tabulation of proposals, 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 proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA
East Carolina University

Refer <u>ALL</u> Inquiries regarding this RFP to: Bryan Tuten, Associate Director ECU Department of Materials Management Email: tutenb@ecu.edu	Request for Proposal #: 56-2601BTRFP
	Proposals will be publicly opened: February 24, 2026 (Tuesday) at 2:00 PM (ET)
Using Agency: East Carolina University	Commodity No. and Description: 92824
Requisition No.: N/A (University Contract)	Buses, School and Mass Transit, Maintenance and Repair

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 understands that false certification is a Class I felony and certifies that:

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

Furthermore, by executing this 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 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 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.

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

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

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

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

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

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, 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 East Carolina University)

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1.0 PURPOSE AND BACKGROUND

Request for Proposals (RFP) are issued to prospective vendors for high quality, full maintenance and repair services for the East Carolina University (hereinafter referred to as ECU, State, or University) Transit Department transit buses.

Potential contract is for ten (10) years and expected to go into effect June 1, 2026. See Section 1.1 for contract terms and other details.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto. The intent of this solicitation is to award an Agency Contract for East Carolina University.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution or June 1, 2026, whichever date is later. At the end of the Contract's initial three (3) year term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to seven (7) additional one-year terms. Pricing should not increase more than the current CPI, at the time for each renewal period, for the U.S. Southeast Region for each renewal period or contract extension given, and not to exceed 5%. A new quote should be submitted from the vendor/contractor at least sixty (60) days prior to each renewal period and/or request for additional services and approved by East Carolina University. All terms and conditions associated with this contract shall remain during the duration of the contract.

Anticipated contract start date is June 1, 2026. East Carolina University reserves the right to cancel this contract for convenience at any time, by providing thirty (30) days' notice in writing from ECU to the Vendor. If the Contract is terminated by ECU for convenience, ECU shall pay for items or services satisfactorily provided prior to the effective date of termination. In addition, East Carolina University reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which 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 to Vendors, the North Carolina General 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 are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL 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 RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in, incorporated by, 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 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 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 unless expressly agreed upon through negotiation 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 proposal as nonresponsive.

2.3 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	ECU	1/22/26 THURS
Hold Pre-Bid Meeting/Site Visit	ECU	2/2/26 MON at 10 AM (Eastern Time)
Submit Written Questions	Vendor	2/9/26 MON by 5:00 PM (Eastern Time/ET)
Provide Response to Questions	ECU	2/16/26 MON by 5:00 PM (Eastern Time/ET)
Submit Proposals	Vendor	2/24/26 TUES by 2:00 PM (Eastern Time/ET)
Contract Award	ECU	5/15/26 (estimated)
Contract Effective Date	ECU	6/1/26 (estimated)

MANDATORY SITE VISIT

Date: Monday, February 2, 2026
Time: 10:00 AM (Eastern Time)
Location: 285 Easy Street
Greenville, NC ZIP 27834
Attendees meet in ECU Transit Building, Room 104

Contact #: (252) 328-6289 or (252) 328-6434

Instructions: It shall be **MANDATORY** that a representative from each Vendor be present for a pre-bid site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID/PROPOSAL BE CONSIDERED.** Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow. **Due to space limitations, ECU requests that up to three (3) representatives from each vendor attend this site visit. Please RSVP your attendance at this mandatory site visit by 5 pm on Thursday, January 29, 2026, by emailing Bryan Tuten at tutenb@ecu.edu with subject line “RSVP for Transit Contract RFP”.**

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR’S BID/PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. **Vendors must 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 RFP.

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 “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to Bryan Tuten at tutenb@ecu.edu by the date and time specified above. Vendors should enter “**RFP # 56-2601BTRFP Questions**” as the subject for the email.

Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

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 form of an addendum, and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.5 PROPOSAL 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 proposal has been submitted and received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors> . eVP Help Desk assistance is available to eVP users at this link: [Contact | NC eProcurement](#) or calling at 1-888-211-7440 or email at vendor@nc.gov.

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

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

The following label should be affixed to the file: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “Volume Three Technical and Cost Proposal– Redacted Copy”.

Failure to submit a proposal in accordance with these instructions could constitute sufficient cause to reject a Vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State’s eVP (or its bid solicitation) website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

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. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s proposal, in the State’s sole discretion.

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the

scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.

- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications and/or Scope of Work of this RFP.
- f) Completed version of ATTACHMENT A: PRICING PROPOSAL
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND PROPOSAL 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 qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a proposal to this RFP, 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 RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP 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 RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, 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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal 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 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State.

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach
2. Vendor Qualifications
3. Vendor Experience (including references)
4. Pricing

3.5 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 RFP, 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

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP 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 proposals 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 RFP. Except as specifically stated in the RFP, 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 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 State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING PROPOSAL and include in Vendor's proposal. The pricing provided in ATTACHMENT A: PRICING PROPOSAL, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

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

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

INVOICES MAY NOT BE PAID UNTIL THE GOODS OR SERVICES HAVE BEEN RECEIVED AND/OR ACCEPTED.

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients, preferably public educational institutions, with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, 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.

4.6 REFERENCES

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

4.7 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

4.9 VENDOR'S REPRESENTATIONS

If Vendor's Proposal 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.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Insurance requirements set forth in the North Carolina General Terms and Conditions, *Insurance* paragraph, are minimal requirements. Other insurance requirements and coverages, at a minimum, are given below and in Section 5.0 Specifications and Scope of Work.

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

B. The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, should be increased from the minimums stated. Increased or additional insurance coverage amounts for this Solicitation are as follows. Coverages not changed here remain as stated in the General Terms and Conditions.

- a) **Commercial General Liability** \$1,000,000 Combined Single Limit (Defense costs shall be in excess of the limit of liability)

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL SCOPE OF WORK

East Carolina University (ECU) seeks proposals for the following scope of work:

A. VEHICLE CONDITION AND MAINTENANCE

1. Contractor Responsibilities – Maintenance Records & Standards

Contractor will be responsible for all vehicle maintenance and will maintain accurate records for all vehicles serviced. All maintenance shall be performed in accordance with original equipment manufacturer (OEM) standards and/or ECU Transit's written instructions, and shall comply with all applicable federal, state, and local regulations, including but not limited to the Americans with Disabilities Act (ADA), environmental regulations, and transportation safety codes.

2. Scope of Work

Contractor will be required to perform all routine preventive maintenance, heavy repair, and running repairs necessary to keep ECU Transit vehicles in a safe, reliable and well-maintained condition, assuring that all on-board systems are fully functional and operational.

3. Vehicle Condition

It is the responsibility of the Contractor to completely maintain the vehicles in the same or better operating condition and appearance in which they are received, subject to reasonable wear and tear based on mileage and age.

B. GENERAL MAINTENANCE STANDARDS

1. Vehicle Components – General Standard

All components of the vehicle bodies, accessories, chassis, and any additional equipment on the vehicles (e.g., lifts, cameras, radios) shall be maintained in safe, reliable, and undamaged condition at all times. Repairs (including seat cushions and coverings, glass, and all bus accessories) shall be made expeditiously, unless the defect affects safety or passenger comfort, or has a significant effect on appearance; in that case, the repair shall be made before the vehicle is returned to service.

2. Safety-Critical and ADA-Related Systems – Priority Completion

In addition to the above, repairs affecting safety, ADA accessibility, or passenger comfort—including but not limited to HVAC systems, wheelchair lifts/ramps, securement devices, brakes, steering, tires, lighting systems, mirrors, doors, and required electronic safety systems—shall be completed before the vehicle is returned to revenue service. Vehicles with defective safety-critical or ADA systems shall not be placed into service or allowed to remain in service pending repair.

3. HVAC Systems – Functional Requirements

Heating, ventilation, and air conditioning (HVAC) systems shall be maintained to ensure that passenger compartments are comfortably maintained under all climatic conditions at all times, regardless of climatic conditions.

4. HVAC Systems – Non-Functional Vehicle Removal

The Contractor will not place into service, or allow to remain in service, vehicles with non-functioning HVAC systems.

5. ADA and Safety Systems – Non-Functional Vehicle Removal

Contractor will not place into service, or allow to remain in service, any vehicle with non-functioning wheelchair lifts/ramps, securement devices, required ADA accessibility systems, or required safety systems, including but not limited to functional lights, brakes, horn, and properly inflated tires.

6. Mechanical, Electrical, Hydraulic, and Fluid Systems

All mechanical, electrical, fluid, air and/or hydraulic systems shall be maintained in a safe and working condition at all times.

7. Service Intervals – OEM and Regulatory Compliance

All mechanical, electrical, fluid, air, and hydraulic systems shall be serviced and maintained at intervals no less rigorous than OEM manufacturer specifications, warranty requirements, and all applicable federal, state, and local regulatory requirements.

8. Fluid Analysis – Transit Buses and Cutaways

The Contractor shall perform and provide copies to ECU Transit of fluid analysis at the following intervals (Transit Buses and Cutaways Only):

- Engine Oil: Every PMI
- Transmission: Every PMI
- Coolant: Every PMI
- Rear Differential: Every PMI

9. Fluid Analysis – Corrective Action

All fluid samples shall be drawn from filler tubes (not drains or OEM extractor ports) and sent to an accredited laboratory for analysis. All results shall be forwarded to ECU Transit. Any fluid samples found to be out of manufacturer specifications shall trigger corrective repairs to the appropriate vehicle component at Contractor's expense to ensure fleet asset reliability and longevity.

10. Emission and Opacity Inspections

The Contractor shall perform annual Emission/Opacity inspections to meet all applicable clean-air standards and maintain all equipment within those standards.

11. Wheelchair Lifts and Ramps – Operational and Inspection Requirements

Wheelchair ramps and lifts must be operational at all times when vehicles are in service. The Contractor shall perform regular inspections of all wheelchair lifts and ramps in accordance with the manufacturer's recommendations (Vehicles with wheelchair lift-ramp only).

12. Wheelchair Lifts and Ramps – Daily Cycling Requirement

Wheelchair lifts, or ramps, must be cycled and tested for full operational capability on every vehicle immediately prior to entering revenue service each day. Any defects identified during daily cycling shall be repaired before the vehicle is placed into service.

13. Vehicle In-Service Requirements – Comprehensive List

All vehicles placed in revenue service shall have fully operational: air conditioning, wheelchair lifts/ramps, securement devices, flip seats, two-way radios, security cameras, destination signs, voice-announcement systems, seatbelts, lights, brakes, horns, and passenger stop notification systems.

In addition, all vehicles placed in revenue service shall be: free of body damage, have no missing or unpainted panels; with wheels and tires checked daily for any defects, flats, curbing, or lugs missing; be free of graffiti on the exterior and interior of buses; and have all safety items fully operational (i.e., lights, brakes, horn, tires, wheelchair tie downs, seatbelts, etc.).

14. Tire Inspection, Maintenance, and Inventory

Tire replacement is the responsibility of the Contractor. ECU Transit will purchase and provide tire stock to the Contractor. The Contractor may use a third-party vendor, approved by ECU Transit, to mount and dismount tires. Contractor is responsible for daily tire inspections and must notify ECU Transit when the stock of tires is low.

15. Pre-Trip and Post-Trip Inspections – Documentation and Repair Assignment

Equipment operators shall be required to complete and document a pre-trip and post-trip inspection before and at the conclusion of revenue service. The Contractor must review inspection documentation daily and document defects and, as necessary, make repairs or adjustments as per this Contract.

16. Integration with Fleet Maintenance Software

The Contractor shall ensure that all pre-trip and post-trip inspections, identified defects, and corrective actions are logged into ECU Transit's RTA fleet maintenance software within 24 hours of identification. Defects shall be assigned to a work order with a target completion date aligned with the repair timelines (running repair or major repair) specified in Sections D and F below.

17. Parts Cannibalization – Prohibition

No vehicle will be repaired with parts taken from another vehicle for any reason without prior written consent from ECU Transit.

18. Warranty Preservation and Liability

All vehicles will be appropriately maintained as required by the University and will not put into peril any warranties that may exist on a particular vehicle from the OEM. In the event that warranty is void due to negligence or lack of maintenance, Contractor will be required to purchase the remainder of the warranty from the OEM in order to cover the time that was lost due to negligence or lack of maintenance.

19. Parts Warranty – Contractor Responsibility

Contractor will warranty all components and parts installed by Contractor's maintenance department or contracted repairs with the same warranty as is provided by manufacturers or certified re-builders in the area.

20. Failure to Perform Maintenance – Remedies

Failure by Contractor to maintain ECU Transit furnished vehicles as defined by the manufacturer's technical manual and ECU Transit's written instructions may result in ECU Transit arranging for the repair at the Contractor's expense.

21. Non-Performance of Repair Timelines – Specific Right of Reassignment

ECU Transit may exercise the right to arrange repairs at Contractor's expense if Contractor fails to complete running repairs within seven (7) business days or major repairs within fourteen (14) business days as specified in Sections D and F below, without an approved extension request and approval from ECU Transit in writing.

22. Engine Tune-Up Standards

Engine tune-up will be performed as per the engine manufacturer's specifications. All valve settings and engine codes will be placed on the work order for ECU Transit's review.

23. Vehicle Mileage Recording

Vehicle mileage will be recorded weekly to plan for maintenance.

24. Fluid Consumption Thresholds – Inspection and Repair

Any vehicle that uses more than the following must be checked by Contractor and repaired as needed by Contractor:

- Engine oil – one (1) quart per one hundred (100) miles
- Transmission oil – three (3) quarts per day
- Coolant – three (3) quarts per day

25. Documentation of Fluid Consumption

Contractor must keep accurate records of the above, by vehicle, in the RTA fleet maintenance software.

26. New Equipment – OEM Maintenance Schedule Development

In the event ECU Transit purchases new or used equipment, the Contractor should develop the required maintenance schedule for those vehicles based on OEM standards. Should the need for such new standards arise during the term of the Contract, ECU Transit will provide required maintenance procedures and negotiate any appropriate Contract modifications with Contractor.

C. RUNNING REPAIRS – Routine and Minor Corrective Maintenance

1. Definition and Responsibility

Running repairs are corrective maintenance actions required to keep ECU Transit vehicles safe, reliable, and available for service. These are repairs that do not meet the definition of "Major Repairs" as specified in Section F below. The contractor is responsible for all running repairs.

2. Completion Timeline – Three Business Days

All running repairs must be completed within seven (7) business days of the defect being identified and entered into ECU Transit's RTA fleet maintenance software. The seven (7) business day timeline commences the business day after the defect is logged in the system.

3. Extension Requests – Pre-Approval Required

If the Contractor anticipates that a running repair will not be completed within seven (7) business days due to parts availability, supplier lead times, or other documented circumstances, the Contractor shall submit a written extension request to ECU Transit prior to the expiration of the seven (7) business day period. The request shall include: (a) the nature of the defect and repair; (b) the reason for the delay (e.g., specific part on backorder, OEM delay); (c) the name and contact information of the supplier; (d) the estimated parts availability date; and (e) the revised projected completion date. Contractor shall not proceed beyond the seven (7) business day period without documented approval from ECU Transit.

4. Right to Reassign Work – Contractor Expense

ECU Transit reserves the right to arrange for repairs to be completed at a third-party facility at Contractor's expense if the Contractor fails to complete running repairs within the required seven (7) business day timeframe without an approved extension. ECU Transit shall provide written notice of non-compliance; if Contractor does not cure within one (1) business day of notice, ECU Transit may proceed with external repairs.

5. Documentation Requirements

All running repairs shall be documented with detailed work orders in the RTA fleet maintenance software, including: (a) date and time of defect identification; (b) description of defect; (c) repair performed; (d) parts used with part numbers and quantities; (e) labor hours and hourly rate; (f) completion date and time; and (g) digital or scanned signature of both Contractor technician and ECU Transit representative (where applicable).

6. Invoice and Cost Reporting

All running repair work and associated parts shall be invoiced to ECU Transit with the current month's invoice. The invoice shall be supported by digital copies of all work orders and shall align with the cost reporting requirements specified in Section J (Quality Assurance and Reporting Program).

D. REQUIRED DAILY SERVICING STANDARDS

D. Required Daily Servicing Standards – Documentation Requirement

The Contractor is required to document the completion of the following minimum servicing standards. Daily servicing shall be completed before each vehicle is placed into revenue service.

- Inspect engine compartment, belts and hoses (daily)
- Check engine oil (daily)
- Check ATF (daily)
- Check Coolant level (daily)
- Check DEF level (daily)
- Check tires (daily)
- Check all exterior lights (daily)
- Check mirrors, replace fuses if necessary (daily)

1. Wheelchair Lift/Ramp and Securement Device Function Check (daily)

Perform a functional test of wheelchair lifts/ramps and securement devices on every vehicle so equipped, immediately prior to entering revenue service. Lifts/ramps shall be cycled through a full up-and-down cycle and securement devices tested to confirm proper operation.

2. Electronic Systems Function Check (daily)

Verify operational status of two-way radios, security cameras, destination signs, and voice announcement systems (where equipped on the vehicle). Document any defects.

3. Defect Documentation and Work Order Assignment

All daily servicing items shall be documented in the RTA fleet maintenance software. Any identified defects shall be immediately assigned to a work order with a target completion date and priority level (i.e., "Safety-Critical" for items affecting safe operation; "ADA-Related" for accessibility systems; or "Standard Running Repair" for non-critical defects). Safety-critical and ADA-related defects shall be repaired before the vehicle enters revenue service. All other defects shall be corrected in accordance with the seven (7) business day timeline for running repairs specified in Section D above.

E. MAJOR REPAIRS

E. MAJOR REPAIRS – Contractor Responsibility

Contractor is responsible for all major repairs. Contractor shall correct all deficiencies considered to be "Major Repairs," as defined below.

1. Completion Timeline – Seven Business Days

Major repair work shall be completed within fourteen (14) business days from the time it is identified, unless extenuating circumstances are demonstrated and documented justifying a longer repair period.

2. Extension Request Requirements and Timeline

If more than fourteen (14) business days are required to complete a major repair, the Contractor shall submit a written extension request to ECU Transit prior to commencement of work or no later than the fifth (5th) business day after the defect is identified, whichever is earlier. The extension request shall include: (a) the nature and scope of the major repair; (b) specific documented cause(s) for delay (e.g., OEM component on backorder with specific parts number and estimated availability date); (c) name and contact information of OEM or parts supplier; (d) documented estimated completion date with justification; and (e) alternative mitigation measures (e.g., temporary workaround to allow limited service). Contractor shall obtain written approval from ECU Transit before exceeding the fourteen (14) business day timeline.

3. Quality Assurance and Inspection Rights

ECU Transit reserves the right to inspect, either with internal staff or a third-party inspector, the quality and appropriateness of the repair work. The Contractor, at its expense, will complete all additional repairs required by ECU Transit if ECU Transit or its designee determines that the initial repair work is substandard, inappropriate, or insufficient.

4. Definition of Major Repairs

Major repairs shall be defined as follows, but not limited to:

- Engine overhauls
- Transmission rebuilds/replacement
- Differential/rear axle replacement
- CNG fuel system replacement
- Hybrid and Battery Electric battery pack replacement
- Other repairs deemed to constitute major repairs by ECU Transit by providing such designation to Contractor in writing

5. Additional Major Repair Categories

Major repairs shall also include: (i) structural repairs or frame repairs; (ii) major suspension or steering system component replacement; (iii) brake system overhaul or replacement; and (iv) any other repair that ECU Transit designates in writing as a Major Repair.

G. PREVENTIVE MAINTENANCE

G. PREVENTIVE MAINTENANCE – Mandatory Program

Regular preventive maintenance inspections, conducted in accordance with the Contractor's preventative maintenance plan, are to be conducted every 5,000 miles for light-duty vehicles, every 6,000 miles for transit buses, and every 6,250 miles for motorcoaches. Contractor must notify ECU Transit weekly of the units due for preventive maintenance inspections. In any case, the Preventive Maintenance Program must be at least as rigorous as the OEM's specifications and warranty requirements, as well as any applicable Government Regulations.

1. Mileage-Based Scheduling and On-Time Variance

Preventive maintenance will be based on the life miles traveled of the vehicle rather than the hour meter hours. Maintenance actions shall be based on time intervals, miles, or a combination of time intervals and miles. Preventive maintenance is considered on time with a variance of $\pm 10\%$.

2. Documentation Requirement and Definition

Preventive maintenance shall be considered "on-time" if performed within ± 10 percent of the scheduled mileage interval or time interval, consistent with industry preventive maintenance best practices. For example, a transit bus scheduled for PMI at 6,000 miles may be serviced anytime between 5,400 and 6,600 miles and remain compliant.

3. Documentation Penalty – Non-Compliant PMI Records

If any inspection of preventive maintenance records reveals the omission or lack of documentation of maintenance service as required by this Contract or the Contractor's Maintenance Plan, there will be a reduction in the following monthly invoice equal to an amount of two hundred fifty dollars (\$250.00) per occurrence.

4. Definition of Non-Compliant PMI Records

A PMI record is non-compliant if: (i) the vehicle was serviced but no work order or documentation is present in the RTA system; (ii) required tasks (as defined in subsections iii-xiii below) are listed as incomplete or missing documentation; (iii) fluid samples were not collected or submitted for analysis; or (iv) inspection sign-off by Contractor personnel is not documented. ECU Transit shall provide written notice of the non-compliance to Contractor, and Contractor shall have five (5) business days to provide missing documentation or otherwise cure the deficiency. Failure to cure shall result in the \$250 reduction being applied to the next month's invoice.

5. Engine and Component Cleaning – PMI Standard

Each time a vehicle enters a shop for a preventative maintenance inspection, the engine, transmission, radiator and condensers must be cleaned. Care should be taken that no damage is done to electrical components or connectors.

6. Fluid Sampling – Engine Oil and Transmission Fluid

A fluid sample of engine oil will be taken and sent out for standard oil analysis at each inspection. A fluid sample of transmission fluids will be taken and sent out for analysis at each inspection.

- These samples must be drawn from the filler tubes, not the drains or from the OEM extractor ports.
- All results of the samples taken will be forwarded to ECU Transit.
- Any fluid samples found to be out of specifications will need to be addressed with corrective repairs to the appropriate vehicle component to ensure asset reliability.

7. Fluid Change Schedule – Oil, Transmission, Filters, and Gaskets

Engine oil, filter and fuel filters, will be changed at each preventative maintenance inspection. Transmission oil and filters will be changed every two years or as indicated by oil samples or by OEM specification. All Allison transmissions under manufacturer warranty will be serviced with OEM specified synthetic transmission fluid. All Voith transmissions and all other transmissions will be serviced with OEM specified synthetic transmission fluid. Gaskets or seals will be replaced when the filter is replaced or changed.

8. Coolant Flush and Replacement Schedule

Coolant will be flushed and replaced with new coolant every two years or as needed based on fluid samples.

9. Belt and Idler Pulley Replacement – Annual Requirement

Belts and idler pulley assemblies will be replaced annually.

10. CNG Tank Inspections – Annual and Certified

Annual CNG tank inspections are required and will be the responsibility of the Contractor. Contractor must have a certified technician on staff to perform these inspections. Contractor shall maintain documentation of all inspections in the RTA system.

11. Air Dryer and Air Cleaner Maintenance – Inspection and Replacement

Air dryer will be rebuilt at every annual inspection at a minimum. The air cleaner will be checked every inspection and replaced if the manometer reading is above six (6) inches of water and readings will be placed on inspection records.

12. Wheelchair Lift/Ramp PMI and Daily Cycling

A preventive maintenance wheelchair lift or ramp inspection will be performed every PMI. Wheelchair lifts or ramps must be cycled daily immediately prior to entering revenue service. OEM maintenance standards shall be used.

13. Air Conditioning PMI and Daily Function Checks

A preventive maintenance air conditioning inspection will be performed every PMI. Air conditioning inspections will be performed daily immediately prior to entering revenue service. OEM maintenance standards will be used. All transit buses with ThermoKing systems shall be serviced annually by ThermoKing. Contractor must schedule the service around the university spring break period.

14. Air-Conditioning Filters – Replacement Requirement

Air-conditioning filters will be changed every inspection, or sooner as needed.

15. Thirty-Day Maintenance Inspections – Non-PMI Vehicles

In addition to the Preventative Maintenance Inspections, every fleet vehicle not due for PMI must be inspected by Contractor staff every thirty (30) calendar days. The thirty (30) day maintenance inspection shall include all PMI items excluding fluid and filter changes. The Contractor's Maintenance Plan, in conjunction with the preventative maintenance plan, shall specifically address thirty (30) day maintenance inspections. Contractor must notify ECU Transit weekly of the units that are due for thirty (30) day maintenance inspections. Thirty (30) day inspections can be completed on weekends.

16. Documentation and Accessibility

All thirty (30) day inspections shall be documented in the RTA fleet maintenance software with the same level of detail as PMI records. Any defects identified shall be assigned to a work order and assigned a priority and target completion date aligned with the three (3) business day running repair timeline specified in Section D above.

H. TECHNICIAN QUALIFICATIONS AND CONTINUING EDUCATION

1. ASE Certification Requirements

Contractor shall ensure that at least one senior technician or supervisor assigned to perform maintenance work under this Contract holds current Automotive Service Excellence (ASE) certification in the Medium/Heavy Truck or Transit Bus test series (H-series or T-series, as applicable). Contractor shall provide evidence of current ASE certification upon contract award and annually thereafter.

2. Annual Training Plan

Contractor shall provide an annual training and professional development plan for all maintenance personnel assigned to this Contract. The plan shall include: (a) manufacturer-specific training (e.g., Gillig, Prevost, Cummins, Allison, Voith); (b) compliance and safety training (OSHA, hazardous materials, environmental regulations); (c) customer service and professional conduct training; and (d) continuation of ASE or equivalent certifications. Contractor shall provide documentation of completed training upon ECU Transit's request.

3. Documentation and Verification

Contractor shall maintain a record of all technician certifications, licenses, and training completion in the RTA fleet maintenance software, accessible to ECU Transit at any time. Contractor shall notify ECU Transit immediately upon expiration or lapse of any critical certification required to perform this Contract.

5.2 OBJECTIVES-GOALS-EXPECTATIONS

The mission of ECU Transit is to provide transportation services, which are safe, dependable, and cost effective to the University community, and to facilitate learning and involvement for student success thereby enhancing the quality of life in our community.

To carry out its mission, ECU Transit provides directly, or through arrangements with other organizations, the following services:

- Local fixed route and express bus service
- Curb-to-Curb SafeRide and ADA service
- Campus circulator service
- Campus connector service
- Airport shuttle service (PGV and RDU)
- Special event charter bus service
- Over-the-road motor coach charter service

This multi-modal approach is designed to meet the transportation needs of a varied customer base, reduce congestion, and improve air quality.

A. **Goals** - The major goals emanating from this commitment include:

- i) Enhance transportation capacity, personal mobility, convenience, and comfort;
- ii) Increase ridership;
- iii) Reduce auto dependency, traffic congestion, air pollution, and use of petroleum fuels;
- iv) Improve quality of campus and urban life.

B. **Objectives** - To achieve these goals, ECU Transit requires maintenance and repair services of exceptionally high quality that are safe, secure, convenient, accessible, attractive, sustainable, and reliable. In the service of the mission and goals stated above, the Contractor shall strive to maintain and exceed the following base objectives:

- i) Maintain diesel vehicle miles between road failures (breakdowns causing service interruption) at or above 8,001 miles.
- ii) Maintain gasoline vehicle miles between road failures (breakdowns causing service interruption) at or above 25,001 miles.
- iii) Maintain at least ninety-four (94) percent monthly preventative maintenance inspections (PMI) within a range of 350 - 400 vehicle hours relative to previous PMI for transit buses, and 3,000

miles for vans and support vehicles.

C. Service Expectations:

- i) The ECU community and its constituents are entitled to professional, courteous, timely, safe, clean, and reliable transportation services. ECU Transit expects that the Contractor will provide the necessary expertise and resources to allow those expectations to be met.
- ii) All Contractor employees shall respond to ECU Transit employee and passenger inquiries and requests in a professional, positive, and collaborative manner.
- iii) The Contractor and its employees will provide maintenance and repair services in such a manner as to instill pride on the part of ECU Transit and the University community.
- iv) The Contractor will develop a balanced approach to fleet maintenance operations: one that holds individuals accountable but also recognizes the formative roles played by formal and informal organizational cultures.

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 ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State 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 State 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 State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.5 WARRANTIES

Vendor warrants to the State that all items furnished will be new (unless otherwise specifically requested in this RFP), of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State's negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to the State. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Vendor shall assign to the State all third party warranties applicable to such deliverables. Vendor warrants that the State has all rights necessary to utilize all deliverables for their intended purpose free from all third party claims.

5.6 CERTIFICATION AND SAFETY LABELS

PRODUCT SAFETY LISTING: 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. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this RFP are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

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 State, up to 3 months or 90 days, after such end date all such reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be 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 State shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for

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.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

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

Email:	
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6.2 POST AWARD PROJECT REVIEW/CONTRACT PERFORMANCE MEETINGS

The Vendor, if requested by the State, shall be required to meet periodically (such as monthly or quarterly) with the State for Project Review and/or Contract Performance meetings. The purpose of these meetings will be to review project/contract progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 PERIODIC STATUS REPORTS

The Vendor, if requested by the State, shall be required to provide periodic status/progress reports to the designated Contract Lead on a semi-annual basis. This report shall include, at a minimum, information concerning the work accomplished and not accomplished during the reporting period, work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by ECU. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties. If requested by ECU, the Vendor awarded this contract shall submit a final work plan and a sample report, to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

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

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

6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms

and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 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.

6.9 CONTRACT CHANGES

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

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING PROPOSAL

Vendor must complete and return this Attachment A: Pricing Proposal, which is pricing associated with this RFP and can be found in the table below:

COST DATA FORM

Parts:

1. Parts Mark-up over Contractor Acquisition Cost/ parts <= \$500 _____%
2. Parts Mark-up over Contractor Acquisition Cost/ parts >\$500 and <= \$2,500 _____%
3. Parts Mark-up over Contract Acquisition Cost/parts > \$2,500 and <= \$5,000 _____%
4. Parts Mark-up over Contract Acquisition Cost/parts > \$5,000 and <= \$10,000 _____%
5. Parts Mark-up over Contract Acquisition Cost/parts > \$10,000 and <= \$25,000 _____%
6. Parts Mark-up over Contract Acquisition Cost/parts > \$25,000 _____%

Labor:

Labor Option A:

1. Standby Rate: \$ _____/hour
2. Preventive Maintenance Inspection/ Thirty-Day Inspection Rate: \$ _____/hour
3. Repair Rate: \$ _____/hour
4. Overtime Rate: \$ _____/hour
5. Manager Rate: \$ _____/hour
6. Manager Overtime Rate: \$ _____/hour

7. Mileage Rate for Road Calls & Parts Pick-up:

\$_____/per mile

Labor Option B:

Monthly Flat Rate/Block Labor Rate:

1. Level A Technician

\$_____/hour

2. Level B Technician

\$_____/hour

3. Level C Technician

\$_____/hour

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

OR

[Vendor Forms | NC DOA](#)

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

OR

[Vendor Forms | NC DOA](#)

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

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

OR

[Vendor Forms | NC DOA](#)

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

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

OR

[Vendor Forms | NC DOA](#)

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

OR

[Vendor Forms | NC DOA](#)

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

OR

[Vendor Forms | NC DOA](#)

***** Failure to Return the Required Attachments (Downloaded and Completed)
Could Eliminate Your Response from Further Consideration *****