

STATE OF NORTH CAROLINA

Wake Technical Community College (WTCC)

Request for Proposal #: 130-WTCC1776842446 – 25AL

Generator Maintenance

Date of Issue: January 7, 2026

Proposal Opening Date: March 16, 2026

At 2:00 PM ET

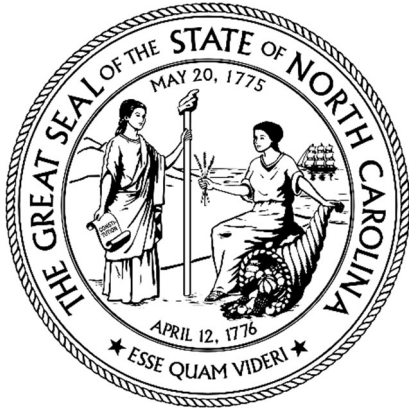
Direct all inquiries concerning this RFP to:

Abelardo Carlos Lopez

Procurement and Contracts Manager

Email: aclopez6@waketech.edu

Phone: 919-866-5504



STATE OF NORTH CAROLINA

Request for Proposal

130-WTCC1776842446 – 25AL

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 Wake Technical Community College (WTCC)	
Refer <u>ALL</u> Inquiries regarding this RFP to the Procurement Lead through the Message Board in the Sourcing Tool.	Request for Proposal #: 130-WTCC1776842446 – 25AL
	Proposals will be publicly opened: March 16, 2026 @ 0200 PM EST.
Using Agency: Wake Technical Community College	Commodity No. and Description: 721015 – Building Maintenance and Repair Services
Requisition No.: TBD	

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 WTCC, or from any person seeking to do business with WTCC. 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 bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign 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):		

Proposal Number: 130-WTCC1776842446 – 25AL

Vendor: _____

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement 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.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of WTCC)</p>

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1.0 PURPOSE AND BACKGROUND

Wake Technical Community College (WTCC) operates multiple campuses and instructional facilities across Wake County that rely on Emergency Power Supply Systems (EPSS) to support essential academic, operational, and safety functions during power disruptions. These generators provide critical backup power for classroom buildings, laboratories, health sciences facilities, public safety training sites, and administrative operations, ensuring that the College can maintain continuity of services and protect students, employees, and equipment during outages.

To maintain uninterrupted operation of these systems, WTCC requires a full-service generator maintenance contract that includes preventive maintenance, inspections, testing, repair services, and emergency response for all EPSS units identified in this RFP. The Contractor will be required to perform all services in accordance with NFPA 110 and the manufacturer’s recommendations specific to each generator and Automatic Transfer Switch (ATS).

Contractors shall submit a proposal to cover all items necessary to perform the full scope of work for a comprehensive generator maintenance contract.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution the “Effective Date”. Contract is proposed to begin on July 1, 2026.

At the end of the Contract’s initial term, WTCC shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. WTCC will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, WTCC reserves the right to extend the Contract after the last active term.

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. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 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, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If WTCC 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. WTCC 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, WTCC 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 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).

WTCC may exercise in 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 negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	WTCC	January 7, 2026
Pre-Proposal Conference	WTCC	February 5, 2026
Submit Written Questions	Vendor	February 11, 2026
Provide Response to Questions	WTCC	February 18, 2026
Submit Proposals	Vendor	March 16, 2026
Contract Award	WTCC	May 15, 2026

2.5 Pre-Proposal Conference

Mandatory Pre-Proposal Conference

Date:05/02/2026 [DD/MM/YYYY]

Time: 01:00 PM Eastern Standard Time

Location:

Southern Wake Main Campus

Facility and Warehouse Complex

4723 Advantage Way

Raleigh, NC 27603

Building ST / Conference Room ST 102

Contact #: 919-866-5504 Instructions: It shall be MANDATORY that a representative from each Vendor be present for pre-proposal conference. 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 PRE-PROPOSAL CONFERENCE, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other people wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this conference 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 conference. 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.

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

2.6 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.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter "**RFP # 130-WTCC1776842446 –25AL – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, WTCC's response, and any additional terms deemed necessary by WTCC will be posted in the Sourcing Tool 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.

2.7 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 received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

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

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

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.

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

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.

2.8 PROPOSAL CONTENTS

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

Vendor shall include the following items and attachments in the Sourcing Tool:

- 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 of this RFP (4.4 Vendor Experience, 5.4 Staffing, and 5.5 Project Organization and 5.6 Technical Approach).
- f) Completed version of ATTACHMENT A: PRICING FORM
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE PROPOSALS

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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

- a) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- b) **CONTRACT LEAD:** Representative of Wake Technical Community College who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer this contract for the State.
- c) **LOT:** A grouping of similar products within this RFP.
- d) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- e) **OWNER:** means Trustees, officers, and/or employees of Wake Technical Community College (WTCC), Raleigh, NC, WTCC.
- f) **CONTRACTOR:** means the person or firm responding to this RFP who intends to provide services to WTCC.
- g) **EMERGENCY RESPONSE:** means contractor response to emergency or urgent situations, as determined by the owner, that are operationally impactful. Response time is not to exceed four (4) hours (not including entrapments). All responses to buildings containing less than two (2) elevators are considered to be an emergency, regardless of the nature of the situation.
- h) **NON-EMERGENCY RESPONSE:** means contractor response to non-emergency situations, as determined by the owner, that are not operationally impactful. Response time not to exceed twenty-four (24) hours.
- i) **ENTRAPMENT:** means personnel or high valued items that are trapped in an elevator and require assistance by a qualified elevator mechanic to be extracted. Response time not to exceed one (1) hour.
- j) **NORMAL WORKING HOURS:** means the standard 7:00 a.m. to 5:00 p.m. Monday – Friday workday, excluding WTCC authorized holidays.
- k) **NON-NORMAL WORKING HOURS:** means times other than Normal Working hours.

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 WTCC 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 WTCC'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, WTCC 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 WTCC to do so.

WTCC 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 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 procurement lead 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 procurement lead 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.

WTCC 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 WTCC 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 WTCC.

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 are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. 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.

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 WTCC:

Evaluation Criteria	Total Points
1. Technical Response (Section 5.0) Technical Approach (5.6) -20 points Staffing (5.4)– 10 Points Project Organization (5.5) – 10 Points	40
2. Vendor Experience (Section 4.4) Experience and qualifications of the proposed key personnel.	30
3. Pricing (Attachment A) WTCC will determine low cost by normalizing the scores as follows: The proposal with the lowest cost will receive a score of XX. All other competing proposals will be assigned a portion of the maximum score using the formula: $XX \quad \times \quad \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$	30

Total Points Available: 100 points

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, WTCC 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 WTCC:

- a) Total cost to WTCC
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of WTCC’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand WTCC’s business requirements and internal operational culture
- g) Particular risk factors such as the security of WTCC’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 WTCC; 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, WTCC will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy WTCC’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 WTCC 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 WTCC 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 WTCC for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

- Pricing shall be provided for all locations per month and shall be provided for each contract year.
- Prices shall not change during the life of the contract unless WTCC changes requirements or adds/delete services.
- All applicable taxes shall be included within the contractor's final price for each campus.

4.2 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. WTCC 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 WTCC 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.

4.3 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 WTCC'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.

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to WTCC. 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.

Vendor Background Information

- a. **Company Information:** Provide the legal name and address of the company, state of incorporation, and an overview and history of the company.

- b. **Organization and Ownership:** Describe the organization and ownership, including any parent companies, subsidiaries, affiliates, and other related entities.
- c. **Management Organization Chart:** Include a management organization chart showing director and officer positions, names, and reporting structures.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the solicitation State entity. WTCC may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.6 BACKGROUND CHECKS

Any personnel or agent of 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 WTCC..

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by WTCC. 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. WTCC will approve or disapprove the requested substitution in a timely manner. WTCC may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, WTCC may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

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

4.9 QUESTIONS TO VENDORS [RESERVED]

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

- Small Purchases

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

Contract value in excess of \$1,000,000.00

Contractor shall furnish all workers' compensation, liability insurance, and other insurance as may be required to protect Contractor and College from claims that may result from performance of this Agreement. A Certificate of Insurance shall be provided, 10 days after award, naming Wake Technical Community College as an additional insured on General Liability and Automobile Liability. Additional insured status shall be primary and non-contributory.

4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS [RESERVED]

4.12 SUBCONTRACTORS

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

4.13 SECRETRY OF STATE REGISTRATION

Upon notification of award, the selected Vendor(s) shall complete registration with the NC Secretary of State and shall furnish evidence of filing to the Procurement Lead. Failure to provide proof of registration will result in the removal as a selected Vendor(s) from the contract award. Note that any prolonged (longer than ten (10) business days) notification of evidence of filing may result in a disqualification for award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The Contractor shall perform all maintenance and repair services for generators in full compliance with NFPA 110 standards and the manufacturer's specific recommendations for each Emergency Power Supply System (EPSS). These systems must remain in safe, reliable, and fully operational condition at all times due to their critical nature. To support this, the Contractor shall maintain an adequate inventory of parts necessary for routine maintenance and repair, and shall provide all labor, materials, consumables, tools, supervision, and equipment required to perform preventive maintenance, inspections, testing, adjustments, repairs, and emergency response for all generators and associated Automatic Transfer Switches (ATS) listed in Attachment I.

The Contractor is also responsible for the proper handling and disposal of lubricants, fluids, filters, belts, hoses, and other waste materials generated during service activities, in accordance with applicable local, state, and federal environmental regulations. All generators shall be bid in their current condition. Partial or incomplete proposals will not be accepted

Wake Technical Community College (WTCC) operates EPSS units across multiple campus locations, including:

- Southern Wake Campus (SWC) 9101 Fayetteville Road, Raleigh NC 27603
- Stephen C. Scott Northern Wake Campus (SNWC) 6600 Louisburg Road, Raleigh NC 27616
- Perry Health Sciences Campus (PHSC) 2901 Holston Lane, Raleigh NC 27610
- Public Safety Education Campus (PSEC) 321 Chapanoke Road, Raleigh NC 27603
- RTP Campus 10908 Chapel Hill Road, Morrisville NC 27560
- Wake Tech East Campus 5401 Rolesville Road, Wendell, NC 27591

5.2 SCOPE OF SERVICES

- a. Contractor shall provide services to ensure that all EPSS are maintained and operated within the manufacturer’s original operating characteristics. To assure the maximum use of the EPSS and minimum shutdown time, Contractor will maintain an adequate supply of spare parts for normal maintenance and repair of the EPSS equipment.
- b. Contractor shall be responsible for all filters, belts, hoses, lubricants, and any other items associated with performing general Preventive Maintenance services.
- c. Contractor shall use only genuine, original equipment manufacturer’s replacement parts and supplies. Requests to use “as equal” parts must be approved in writing by the Owner prior to installation.
- d. Contractor shall furnish all labor, transportation, material, parts, supervision, tools, and equipment necessary to provide Preventive Maintenance and repair services for all EPSS equipment in accordance with the manufacturer’s manual. Preventive Maintenance services shall be performed according to the schedule and procedures outlined in the original equipment manufacturer’s (OEM) manual for each EPSS unit. The maintenance intervals and task lists shall reflect the manufacturer’s recommended service frequency and specifications.
- e. Contractor shall provide necessary labor hours for cleaning, maintenance, inspection, adjustment, and repair services.
- f. During the period of the contract, Contractor will maintain a suitable Preventive Maintenance program for all EPSS, via monthly reports, providing complete, accurate, and up-to-date information on all activities, adjustments, repairs, callbacks, and parts replaced during the interim and warranty periods. Contractor will exercise all EPSS systems under load on a weekly basis.
- g. Contractor shall provide at no cost to WTCC, company branded vehicles to perform the work scope. Vehicles will be neat in appearance and in operable condition in accordance with North Carolina State laws.
- h. Defects found in equipment during inspection or Preventive Maintenance that are covered by this contract shall be repaired by the Contractor within forty-eight (48) hours.
- i. All other repair items that require replacement will be billed to WTCC on a separate invoice.
- j. Contractor shall immediately notify the Owner of any defect or damage to the equipment that is believed to be beyond the scope of this agreement. If requested by the Owner, such notification will be in writing and accompanied by an estimate of the cost to repair the damage or defect.
- k. Contractor shall obtain written approval from the Owner prior to making any repairs, adjustments, or replacement of parts that are not covered by this agreement. Failure to obtain such written authorization will relieve the Owner of any responsibility for payment of unauthorized work. At the Owner’s request, the Contractor shall deliver damaged or replaced parts to the Owner.
- l. Emergency callback service will be provided for all hours and days during the term of this contract. Contractor shall respond to all requests for service and have a qualified technician onsite within four (4) hours from receipt of the request. Contractor will work collaboratively and confer with WTCC Facility Staff and Campus Police Staff, as required.
- m. Contractor shall provide notification of emergency downtime services as soon as practical.
- n. Contractor shall notify the Owner upon arriving onsite and work collaboratively with the Owner’s staff, as required.
- o. Contractor shall furnish the Owner with a written schedule of all major non-emergency downtime services at least one (1) week prior to the scheduled service date.
- p. Contractor shall maintain communication and coordination with WTCC throughout the contract term to ensure timely execution of services and alignment with campus operational needs.

5.3 TASKS/DELIVERABLES

5.3.1. SCHEDULE OF MAINTENANCE OPERATIONS

Contractor shall coordinate with the owner to perform all work on the EPSS in such a manner as to minimize downtime and disruption. Maintenance shall include, but not be limited to, the following:

a. Cooling System

- i. Inspect pulleys for excessive wear and replace if necessary.
- ii. Check coolant levels and top off as necessary.
- iii. Flush and change cooling system fluids within manufacture's recommendations.
- iv. Analyze coolant for proper antifreeze percentage.
- v. Inspect radiator/heat exchanger for leaks, damage, and obstructions.
- vi. Inspect condition of radiator cap, gasket and sealing surface.
- vii. Inspect the water pump and cooling system for leaks.
- viii. Inspect belts for cracking and fraying. Also check belt tension.
- ix. Inspect water heaters for proper operation and adjust thermostat setting as needed.
- x. Inspect flexible water connections for leaks and cracks.

b. Lubrication

- i. Check lubricant levels and top off as necessary.
- ii. Change all engine lubricants and filters in accordance with manufacture's recommendations.
- iii. Inspect oil heater for leaks and cracks.
- iv. Inspect front and rear crankshaft seals and lubrication system gaskets for leaks.

c. Fuel System

- i. Inspect fuel lines for cracks, leaks, and proper line bracket support.
- ii. Check the fuel tanks for water intrusion.
- iii. Test fuel for contaminants and purity.
- iv. Operate fuel priming pump and check for proper operation and leaks.
- v. Drain water from water separator.
- vi. Tighten all clamps as required.
- vii. Change fuel filters as required by the manufacturer's recommendations.

d. Exhaust system

- i. Drain water from exhaust traps.
- ii. Inspect exhaust manifold for broken or missing hardware.
- iii. Inspect flexible exhaust couplings for cracks and excessive leakage.
- iv. Check for abnormal exhaust with engine running.
- v. Inspect exhaust rain protection and exhaust outlet screening.

e. Air Intake System

- i. Test air cleaner indicator.
- ii. Check all air intake piping for damage and loose connections.
- iii. Inspect air filters and replace in accordance with manufacture's recommendations.
- iv. Inspect all intake system components for proper operation on excessive wear.

f. Control System

- i. Operational check of illumination and safety lamps.
- ii. Check proper operation of engine and generator instruments with generator running.
- iii. Adjust governor for proper performance.
- iv. Adjust voltage regulator for proper performance.

g. Automatic Transfer Switches (ATS)

- i. Verify ATS is functioning properly, to include testing and recalibration of all trip-sensing and time-delay functions.
- ii. Verify functions of remote annunciation, alarms, and monitoring capabilities.
- iii. Check all electrical wiring connections.
- iv. Inspect and test for evidence of overheating and excessive contact erosion.
- v. Remove all dust and dirt.
- vi. Replace electrical contacts, as required.
- vii. Conduct yearly load test per manufacturers recommendations

5.3.2. Service Vehicles

Contractor shall provide, at no cost to WTCC, company-branded vehicles to perform the work scope. Vehicles will be neat in appearance and in operable condition in accordance with North Carolina State laws.

5.3.3. Technical Documentation Capabilities

Contractor will have the ability to produce drawings, sketches, and/or related specifications relevant to the task.

5.3.4. Labor

Contractor is required to provide necessary labor hours for cleaning, maintenance, inspection, adjustment, and repair services. Within the proposal, Contractor shall provide a breakdown of all labor hours for each individual EPSS. Contractor must be available 24 hours a day, 7 days a week to respond to emergency services. Contractor must respond to service issues within four (4) hours.

5.3.5. Maintenance Documentation and Reporting

Contractor shall provide WTCC with detailed service reports after each maintenance visit, including:

- i. Checklist of completed tasks
- ii. Parts replaced
- iii. Observations and recommendations
- iv. Load test results
- v. Reports shall be submitted within a timeframe agreed upon by WTCC and the Contractor, following each maintenance or service visit.

5.4 STAFFING

The Contractor shall propose the personnel structure necessary to carry out the generator maintenance service requirements. An organization chart will be provided with the contractor's submitted proposal.

WTCC reserves the right to remove any contract employee at any time for any reason. Contractor will always conduct themselves in a professional manner.

1) JOB CLASSIFICATION/MINIMUM QUALIFICATIONS/TRAINING

The contractor shall be solely responsible for ensuring that all employees are trained and competent in the performance of their duties and abide by Local, State, and Federal certification code requirements.

All supervisors/lead individuals assigned to WTCC must meet the following guidelines: Possess ability to read, write and speak English fluently, with equivalency of a high school graduate

5.5 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.

5.6 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.

- Within the proposal, Contractor shall provide a breakdown of all labor hours for each individual EPSS.
- Contractor shall be available twenty four (24) hours a day, seven (7) days a week to respond to emergency services.
- Submit a written preventive maintenance service plan for all EPSS with contractor’s bid proposal.

5.7 CERTIFICATION AND SAFETY LABELS

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

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to WTCC a contract manager. The contract manager shall be WTCC’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 WTCC, a contact for Emergency Services. This contact shall be WTCC’s contact for Emergency related situations and shall be available 24/7. The contractor will provide at least one staff member after hours contact information in case of an emergency. Contractor will also provide at least one contact during normal hours of operation.

Emergency Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

Vendor shall invoice WTCC for services performed. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide WTCC with an invoice for each order. Invoices shall include detailed information to WTCC 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:

- a) Invoices must be submitted monthly for the services provided within the month to the Contract Lead and the Designated Representative for each campus location electronically and in hard copy on the Vendor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.
- b) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The vendor's failure to include the correct purchase order number may cause delay in payment.
- c) Any applicable taxes shall be invoiced as a separate item. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
- d) Submit one (1) invoice within fifteen calendar days following the month service was performed.
- e) Invoices must be submitted separately to each campus and must include:
 - 1. Purchase order number
 - 2. Contract Number: **130-WTCC1776842446-25AL**
 - 3. Campus location and main address
 - 4. Campus and building as well as generator make/model/serial or equivalent tag information
 - 5. Type of services performed.
 - 6. Blanket Purchase Order (BPO) number for each campus supplied by Wake Tech Business Office
 - 7. Billing/invoicing dates
 - 8. Separate line item for taxes
 - 9. Grand Total Amount
 - 10. Explanations of any credits due back to the owner for services not performed as a deduction.

Additional Services are to be invoiced separately and follow the same format as the monthly invoices.

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

6.3 POST AWARD BUSINESS REVIEW MEETINGS

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

6.4 CONTINUOUS IMPROVEMENT

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

6.5 MONTHLY REPORTS

The Vendor shall be required to provide monthly Reports of the services performed to all units covered by this contact, including equipment status and any recommended repairs, upgrades, or replacements to the designated Contract Manager by the second Monday of each month, detailing activities from the previous month. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the

Procurement Entity. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

These reports shall be well-organized and easy to read. The vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. This report shall include, at a minimum

1. Information concerning work accomplished during the reporting period,
2. Work to be accomplished, problems, work plans and schedules.

The vendor shall submit a sample of their monthly report with the bid proposal, including:

1. Reports should include metrics such as work orders received, open/closed status, inspections, corrective maintenance, support maintenance, emergency maintenance, deficiencies, and labor hours for each category.
2. Separate data by campus locations for clarity and detailed analysis.

6.6 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 Manager.

WTCC shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by WTCC 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, WTCC may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.7 FAITHFUL PERFORMANCE [RESERVED]

6.8 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 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 WTCC 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. WTCC 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.

6.9 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 WTCC's Contract Manager for resolution. Any claims by WTCC 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.

6.10 CONTRACT CHANGES

Any unit added or deleted by WTCC will result in an equitable adjustment to the contract price. If a unit is added, the parties will negotiate a fair and equitable price. If a unit is deleted, the price then in effect on said individual unit will be deleted from the remainder of the term of this agreement and subtracted from the contractual amount due. Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by WTCC and Vendor.

7.0 ATTACHMENTS

Attachment A: Pricing Form, Exhibit 1: Campus Map, and Exhibit 2: Generator and Location List, and has been provided within this RFP.

All other attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool and can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

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ATTACHMENT A: PRICING FORM

Pricing will be provided for all locations per month and shall be provided for each contract year. Prices shall remain firm during the life of the contract unless WTCC changes requirements or adds/delete services. All applicable **taxes shall be included** within the contractor’s final price for each campus.

SOUTHERN WAKE CAMPUS								
Campus	BLDG	Manufacturer	Model Number	ATS Model	Base Contract			
					Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	
SWC	SB	Caterpillar	LC6	(ATS-1) CTG				
SWC	SE	Caterpillar	C4.4 PGAN	(ATS-1) J7ADTSB30260C5XC				
SWC	SK	Kohler	KG180-CP1	KSS-AVCA-0600S				
SWC	SL	Caterpillar	BG000300KG201	(ATS-1) D04ATSB30230N5XF				
SWC	SL			(ATS-2) J04ATSB30400N5XF				
SWC	ST	Cummings	KG180-CP1	(ATS-1) ESL Power Systems-3141-0008				
SWC	ST			(ATS-2) TECA*2170631				
SWC	Lift Station	Generac	1901700050	(ATS-1) 14981020100				
			Applicable Taxes					
			TOTAL ANNUAL COST					

NORTH WAKE CAMPUS								
Campus	BLDG	Manufacturer	Model Number	ATS Model	Base Contract			
					Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	
NWC	ND	Caterpillar	D30-8	(ATS-1)CAT-CTS				
NWC	NE	Cummings	DSGAC-7694895	(ATS-1) OTPCA-7694891				
NWC	NF	Caterpillar	D60-6	(ATS-1) CAT-ATC				
NWC	NF			(ATS-2) CAT-ATC				
NWC	NH	Caterpillar	C9 DG	(ATS-1) CAT-CTG				

NWC	NH			(ATS-2) CAT-CTG			
NWC	NH			(ATS-3) CAT-CTG			
NWC	NK	Caterpillar	C7.1	(ATS-1) CAT-ATC			
NWC	NK			(ATS-2) CAT-ATC			
NWC	RP3	Caterpillar	C7.1	(ATS-1) CAT-ATC			
NWC	RP3			(ATS-2) CAT-ATC			
NWC	RP3			(ATS-3)CAT-ATC			
NWC	NR	Cummings	C150D6D	(ATS-1) OTECB-2028169			
NWC	NR			(ATS-2) OTECA-2028170			
			Applicable Taxes				
			TOTAL ANNUAL COST				

PERRY HEALTH SCIENCE CAMPUS							
Campus	BLDG	Manufacturer	Model Number	ATS Model	Base Contract		
					Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3
PHSC	HA (HSB2)	Kohler	250R0ZD	(ATS 1) KSS-DMVA-0100S			
PHSC	HA (HSB2)			(ATS 2) KSS-DMVA-0225S			
			Applicable Taxes				
			TOTAL ANNUAL COST				

PUBLIC EDUCATION SAFETY CAMPUS							
Campus	BLDG	Manufacturer	Model Number	ATS Model	Base Contract		
					Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3
PSEC	PSEC	Kohler	250R0ZIE	(ATS-1) 1367299			
PSEC	PSEC			(ATS-2) 119008			
PSEC	PSEC			(ATS-3) 1367299			
			Applicable Taxes				
			TOTAL ANNUAL COST				

RTP CAMPUS							
	BLDG	Manufacturer	Model Number	ATS Model	Base Contract		

Cam-pus					Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3
RTP-1	RTP 1	Caterpillar 1	C13	(ATS-1) J7ACTBB30150N5XC			
RTP-1	RTP 1			(ATS-2) JTADTSB302360N5XC			
RTP-1	RTP 1			(ATS-3) J8ADTSB80150NGXC			
RTP-2	RTP 2	Caterpillar 2	C13	(ATS-1) J3ADTSB30150NGXC			
RTP-2	RTP 2			(ATS-2) J3ADTSB301150NGXC			
			Applicable Taxes				
			TOTAL ANNUAL COST				

WAKE TECH EAST CAMPUS

Cam-pus	BLDG	Manufacturer	Model Number	ATS Model	Base Contract		
					Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3
WTE	WTE-EA	Generac	SG06254KG02339N18PPLYE				
WTE	WTE-EB			(ATS 1-E) TX301DN0100K4AM			
WTE	WTE-EB			(ATS 2-E) TX301DN0400K4AM			
WTE	WTE-EB			(ATS 3 Police Training Rug Box) J03MTQA30400N0XM			
WTE	WTE-EB			(ATS 4-OSA Police Training) 4D04ATSB30230N5XC			
WTE	WTE-EB			(ATS 5 Police Training E) J04ATSB30260N5XC			
WTE	WTE-EB	Kohler	KSS-ACVA-0600S	(ATS 6EMDP)			
WTE	WTE-EC	Caterpillar (DG250 GC)	BG0250KG20142S18KPLYE				
WTE	WTE-EC			(ATS 0-1) J04ATSB30400N5XC			
WTE	WTE-EC			(ATS E-2) J04ATSB30400N5XC			
			Applicable Taxes				
			TOTAL ANNUAL COST				

Grand Total of All Locations for All Contract Years	
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The contractor's hourly labor rate per hour for service not covered under this contract, or for routine maintenance that is performed outside of the scope of work. Emergency or non-emergency services

Regular working hours: \$ _____ per hour for one technician

After-hours working hours: \$ _____ per hour for one technician

Exhibit 1: CAMPUS MAP

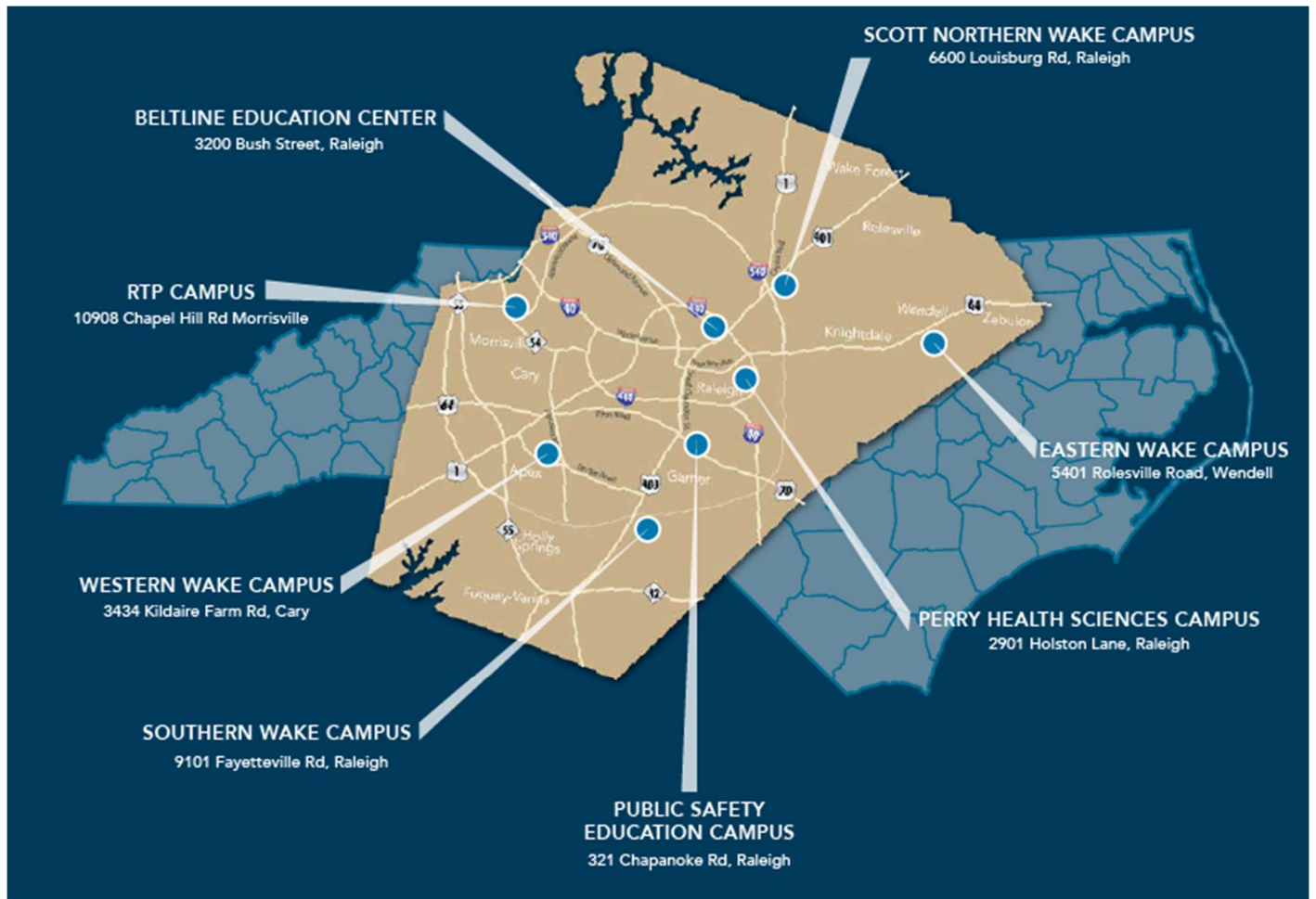


Exhibit 2: GENERATOR LOCATION LIST

Campus	BLDG	Physical Address	Manufacturer	Model Number	Serial Number	ATS Model	ATS Serial	Tank Size-Gallon	Diesel or Natural Gas
SWC	SB	1809 Wake Tech Way, Raleigh NC 27603	Caterpillar	LC6	G6813573	(ATS-1) CTG	TSA16721	920	Diesel
SWC	SE	4800 Tech Road, Raleigh NC 27603	Caterpillar	C4.4 PGAN	E5A02981	(ATS-1) J7ADTSB30260C5XC	1360779 RE	140	Diesel
SWC	SK	1624 Graduation Way, Raleigh NC 27603	Kohler	KG180-CP1	GM104493-GA3	KSS-AVCA-0600S	A4DCGMLK0012		Natural Gas
SWC	SL	1636 Graduation Way, Raleigh NC 27603	Caterpillar	BG000300KG201	CATDG300JKJ200163	(ATS-1) D04ATSB30230N5XF	2019326 RE		Natural Gas
SWC	SL	1636 Graduation Way, Raleigh NC 27603				(ATS-2) J04ATSB30400N5XF	2019333 RE		
SWC	ST	4723 Advantage Way, Raleigh NC 27603	Cummings	KG180-CP1	GM104493-GA3	(ATS-1) ESL Power Systems-3141-0008	2128021026-001-001		Natural Gas
SWC	ST	4723 Advantage Way, Raleigh NC 27603				(ATS-2) TECA*2170631	H21M964680		
SWC	Lift Station	4751 Tech Road, Raleigh NC 27603	Generac	1.902E+09	2065051	(ATS-1) 14981020100	109153	200	Diesel
RTP-1	RTP 1	433 Knowledge Drive, Morrisville NC	Caterpillar 1	C13	KJE00176	(ATS-1) J7ACTBB30150N5XC	1389689 WE	790	Diesel
RTP-1	RTP 1	433 Knowledge Drive, Morrisville NC				(ATS-2) JTADTSB302360N5XC	1389690 RE		
RTP-1	RTP 1	433 Knowledge Drive, Morrisville NC				(ATS-3) J8ADTSB80150NGXC	2118841-001 RE		
RTP-2	RTP 2	333 Knowledge Drive, Morrisville NC	Caterpillar 2	C13	WG200991	(ATS-1) J3ADTSB30150NGXC	2118841-003 RE	408	Diesel
RTP-2	RTP 2	333 Knowledge Drive, Morrisville NC				(ATS-2) J3ADTSB301150NGXC	2118841-002 RE		

NWC	ND	7291 Success Way, Raleigh NC 27610	Caterpillar	D30-8	N3C00517	(ATS-1)CAT-CTS	TSGO2930	120	Diesel
NWC	NE	7151 Success Way, Raleigh NC 27610	Cummings	DSGAC-7694895	H110238352	(ATS-1) OTPCA-7694891	GI10232462	200	Diesel
						(ATS-2)OTPCB-7694893	GI10232463		
NWC	NF	7141 Success Way, Raleigh NC 27610	Caterpillar	D60-6	LC400394	(ATS-1) CAT-ATC	TAT03315	120	Diesel
NWC	NF	7141 Success Way, Raleigh NC 27610				(ATS-2) CAT-ATC	TAT03259		
NWC	NH	7361 Success Way, Raleigh NC 27610	Caterpillar	C9 DG	NGP00352	(ATS-1) CAT-CTG	TSA25362	1500	Diesel
NWC	NH	7361 Success Way, Raleigh NC 27610				(ATS-2) CAT-CTG	TSA25357		
NWC	NH	7361 Success Way, Raleigh NC 27610				(ATS-3) CAT-CTG	TSA25373		
NWC	NK	7821 Success Way, Raleigh NC 27610	Caterpillar	C7.1	L7C00169	(ATS-1) CAT-ATC	TATO4069	400	Diesel
NWC	NK	7821 Success Way, Raleigh NC 27610				(ATS-2) CAT-ATC	TATO4072		
NWC	RP3	7810 Values Drive, Raleigh NC 27610	Caterpillar	C7.1	L7C00172	(ATS-1) CAT-ATC	TATO4067	500	Diesel
NWC	RP3	7810 Values Drive, Raleigh NC 27610				(ATS-2) CAT-ATC	TATO4079		
NWC	RP3	ATS is at NJ serving RP3				(ATS-3)CAT-ATC	TATO4068		

NWC	NR	6851 Perry Creek Road, Raleigh NC 27616	Cummings	C150D6D	G200790446	(ATS-1) OTECB-2028169	F20M775007	358	Diesel
NWC	NR	ATS is at NJ serving RP3				(ATS-2) OTECA-2028170	F20M775006		

PHSC	HA (HSB2)	2901 Holston Lane; Raleigh NC 27610	Kohler	250R0ZD	3021170	(ATS1) KSS-DMVA-0100S	3017678	250	Diesel
PHSC	HA (HSB2)	2901 Holston Lane; Raleigh NC 27610				(ATS2) KSS-DMVA-0225S	3017679		

PSEC	PSEC	321 Chapanoke Road, Raleigh NC 27603	Kohler	250R0ZIE	345FMGMHK0005	(ATS-1) 1367299	2114831-001 RE		Natural Gas
PSEC	PSEC	321 Chapanoke Road, Raleigh NC 27603				(ATS-2) 119008	2114832 RE		
PSEC	PSEC	321 Chapanoke Road, Raleigh NC 27603				(ATS-3) 1367299	2114881-001 RE		

WTE	WTE-EA	1125 Inspection Circle, Wendell NC 27591	Generac	SG06254KG 02339N18P PLYE	3.01E+09				Natural Gas
WTE	WTE-EB	1400 Upward Drive, Wendell NC 27591				(ATS 1-E) TX301DN0100K 4AM	3.011E+09		Natural Gas
WTE	WTE-EB	1400 Upward Drive, Wendell NC 27591				(ATS 2-E) TX301DN0400K 4AM	3.011E+09		
WTE	WTE-EB	1400 Upward Drive, Wendell NC 27591				(ATS 3 Police Training Rug Box) J03MTQA30400 N0XM	2466947- 001WE		
WTE	WTE-EB	1400 Upward Drive, Wendell NC 27591				(ATS 4-OSA Police Training) 4D04ATSB30230 N5XC	2466945- 001RE		
WTE	WTE-EB	1400 Upward Drive, Wendell NC 27591				(ATS 5 Police Training E) J04ATSB30260N 5XC	2588218- 001RE		
WTE	WTE-EB	1400 Upward Drive, Wendell NC 27591	Kohler	KSS-ACVA- 0600S	A4DCGM LK0012	(ATS 6EMDP)	2588218- 001RE		
WTE	WTE-EC	1100 Inspiration Circle Wendell NC 27591.	Caterpillar (DG250 GC)	BG0250KG 20142SI8K PLYE	CATDG25 0JKJ90030 2				Natural Gas
WTE	WTE-EC	1100 Inspiration Circle Wendell NC 27591.				(ATS 0-1) J04ATSB30400N 5XC	2505286- 002RE		
WTE	WTE-EC	1100 Inspiration Circle Wendell NC 27591.				(ATSE-2) J04ATSB30400N 5XC	2505286- 001RE		