

STATE OF NORTH CAROLINA

Elizabeth City State University

Request for Proposal #: 57-614

Passenger Road Transportation

Date of Issue: 8/30/2023

Proposal Opening Date: 9/25/ 2023

At 2:00 PM ET

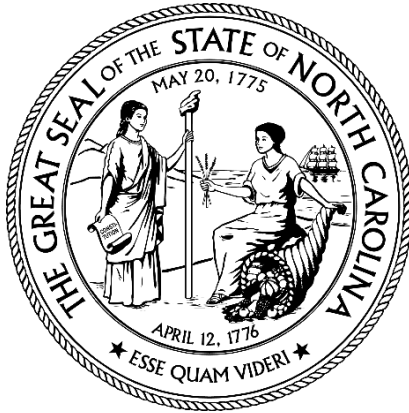
Direct all inquiries concerning this RFP to:

Sarah Smith

Purchasing Specialist

Email: sesmith@ecu.edu

Phone: (252)-335-2508



STATE OF NORTH CAROLINA

Request for Proposal

57-614

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>

*[If only accepting proposal through the electronic Vendor Portal (eVP):]
Electronic responses ONLY will be accepted for this solicitation.*

STATE OF NORTH CAROLINA
Division of Elizabeth City State University

Refer <u>ALL</u> Inquiries regarding this RFP to: Sarah Smith Email: <i>sesmith@ecsu.edu</i> Email: <i>purchasing@ecsu.edu</i> Phone: 252-335-2508	Request for Proposal #: 57-614
	Proposals will be publicly opened: Monday, September 25, 2023 At 2:00pm Elizabeth City State University M.D. Thorpe Administration Building- 240 H 1704 Weeksville Rd Elizabeth City, NC 27909
Using Agency: Elizabeth City State University Requisition No.: Internal	Commodity No. and Description: 781118 - Passenger Road transportation

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):		

Proposal Number: 57-614

Vendor: _____

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.

<p>FOR STATE USE ONLY: 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 Elizabeth City State University)</p>
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1.0 PURPOSE AND BACKGROUND

Elizabeth City State University (ECSU) is seeking a qualified vendor to provide two (2) Motorcoach Transportation Services with the ability to have buses wrapped or logoed with a university approved design. Services will be provided to the Department of Athletics and other groups of students, faculty, and staff in accordance with the specifications contained in this Request for Proposal (RFP). The services provided will accommodate up to 11 Sports (4 Men's, 7 Women's) ECSU is a member of the Central Intercollegiate Athletic Association (CIAA), who's other 13 members range from Oxford, Pennsylvania, down to Orangeburg, South Carolina, over to Bluefield, West Virginia. Average trip dates range from 2-5 days depending on destination and length of competition (ex: weather delays, tournament play).

ECSU is seeking comprehensive proposals to accommodate these specified travel needs for up to the next three (3) academic years, through August 30, 2026. The proposals shall clearly set forth the equipment, supplies, procedures, methods, and services to be provided.

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

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than *sixty (60)* days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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 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	State	8/30/2023
Hold Pre-Proposal Meeting/Site Visit	State	9/6/2023 at 9:30 a.m.
Submit Written Questions	Vendor	9/11/2023 by 5:00 p.m.
Provide Response to Questions	State	9/15/2023
Submit Proposals	Vendor	9/22/2023 by 11:59 p.m.
Contract Award	State	10/16//2023

2.4 SITE VISIT or PRE-PROPOSAL CONFERENCE

Urged and Cautioned Pre-Proposal Conference

Date: 09/06/2023
 Time: 9:30 AM Eastern Time
 Location: The meeting will be virtual via Microsoft Teams.
 For Meeting information, please request this from Sarah Smith at sesmith@ecsu.edu
 Contact #: Sarah Smith
 (252) 335-2508

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

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

2.5 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 *purchasing@ecsu.edu* by the date and time specified above. Vendors should enter “RFP # 57-613: 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 to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, 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.

2.6 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. 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.

[eVP]

If applicable to this RFP and using eVP, 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>.

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.

Failure to submit a proposal in strict accordance with these instructions shall 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 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.

2.7 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 of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- 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

2.8 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. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # 57-613 for 'name of Vendor'". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.9 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.

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

ECSU: Elizabeth City State University

The University- Elizabeth City State University

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.

- *The vendor's ability to deliver a service meeting the overall objective and functions described in this RFP*
- *Competitive fee and rates*
- *Availability and access to technical support*
- *Vendor's experience*
- *Compliance with applicable State and Federal laws and regulations*

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 the State’s eVP website 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:

- **Competitive fees**
- **Availability and access to technical support**

- **Vendor's experience**
- **Compliance with applicable State and Federal laws and regulations**

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 FORM and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

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

Vendor's Billing Address, Customer Account Number, RFP Number, Order Date, Date of service, Item Descriptions, Price, Quantity, and Unit of Measure.

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

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.7 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 the State.

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

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) **Employer’s Liability** \$500,00.00
- b) **Commercial General Liability** \$1,000,000.00 Combined Single Limit
- c) **Automobile**
 - \$500,00.00 Bodily injury and property damage
 - \$500,000.00 Uninsured/under insured motorist
 - \$5,000.00 Medical payment

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The University is seeking services of a Motor Coach Charter Service to provide two (2) exclusive use passenger coaches to provide to Athletics teams and other groups of students, faculty and staff and the ability to have buses wrapped or logoed with a university approved design. Vehicle usage may include buses for daily trips within the local area, trips out of town both daily and overnight, and transportation to and from airports. The contractor shall comply with all intrastate and interstate transportation requirements as they relate to vehicles and drivers.

Individual departments will initiate charter bus arrangements directly with the contractor. To ensure availability, departments will be encouraged to contact vendor regarding charter bus arrangements several weeks or more in advance, whenever possible.

After specifics of the trip(s) are provided to the vendor, vendor will provide a written, itemized quote(s) for the trip(s) to the departmental contact. All trips must then be authorized and approved through issuance of a purchase order. No trips should take place without an authorized purchase order. No guarantee of payment will be made without a purchase order.

The Contractor shall furnish all supervision, labor, materials, supplies, and operating expenses, necessary and required for the safe and proper fulfillment of the services listed. All tips, tolls, parking fees, etc. should be included in the quoted price. The purchase order will not be adjusted for these fees. Federal, State, or Local governmental regulations, laws, standards, and codes shall be used as minimum standards for service unless otherwise noted. Proposals must clearly demonstrate the Offeror’s understanding of these standards.

5.2 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

Item #	Specifications
<p>Bus Requirements</p>	<p><i>Bus should meet the following requirements at a minimum:</i></p> <ul style="list-style-type: none"> • <i>Locking storage compartments underneath</i> • <i>Fully functioning TVE monitors, VCR/DVD systems or satellite TV (Direct TV/Cable)</i> • <i>Functioning wireless internet</i> • <i>Functioning electrical outlets</i> • <i>Charging Ports</i> • <i>Clean functioning restrooms</i> • <i>Fully functioning heat/AC</i> • <i>Reclining seats</i> • <i>Year 2018 or newer model, well maintained</i>
<p>Driver</p>	<ul style="list-style-type: none"> • <i>Drivers must be dressed appropriately and present themselves in a professional manner at all times. In addition, all drivers utilized by the bidder in the operation of this service must be capable of speaking, reading, writing, and understanding English.</i> • <i>The proposer will provide documentation showing that all drivers are in possession of a valid driver’s license qualifying them to operate the vehicles outlined in this RFP.</i> • <i>The driver must be available for contact at any time during the trip and remain with the ECSU group at all times. Driver skills and safety are crucial. All drivers shall be appropriately licensed, trained and regularly evaluated for compliance with safety regulations and skills in conformance with all applicable State laws and regulations.</i> • <i>Bus driver(s) should be duly certified, licensed and conform with applicable requirements for motor carrier drivers and who are both drug-free and alcohol-free.</i>
<p>Transportation Services</p>	<p>The proposals shall clearly set forth driver staffing and training, insurance compliance, North Carolina and Federal Transportation compliance.</p>
<p>Vehicle Maintenance</p>	<p><i>Properly maintained clean buses in good working order that conform with industry standards. Provide details regarding Vehicle Maintenance procedures, methods, and services to be provided.</i></p>
<p>Wrapping</p>	<p>Use of the entire vehicle for full bus wraps, entire side of vehicle wraps, and entire rear of vehicle wraps. Wherever advertising material covers ECSUs logo/name or vehicle number, the advertiser shall include ECSUs logo/name and vehicle number in the same approximate location. ECSU would like the ability to have buses wrapped or logoed with a university approved design. Please provide details of any proposed options.</p>

5.3 TASKS/DELIVERABLES

<i>Item</i>	<i>Specifications</i>
Organization	<ul style="list-style-type: none"> • The vendor must acknowledge compliance with generally accepted standards of the bus transportation industry for operation and maintenance practices. As a minimum, the vendor acknowledge compliance with all provisions of applicable statutes and agreements which may affect safety, and with all US Department of Transportation and State of North Carolina regulations, directives, orders, rules, and standards. • Please provide a statement describing your company’s ability to provide the services required by this RFP, including all plans to subcontract services under the contract, if you plan to do so. • What is your proposed plan for managing the University’s account? Describe the roles and organization of a dedicated account representative or team to support ECSU business.
Vehicles	<p>Provide a detailed fleet portfolio. A description of all vehicles intended to be utilized under a resulting contract should be provided. Provide quantity, make, model, year, size, number of passenger seats, sleeper ability, mileage (at time of offer) and any special features such as ADA accessibility, alternate fuel/CNG, air-conditioning, recliner type seats, and rest rooms etc. Attach pictures of each make and model in the fleet. They must be actual pictures not marketing material. Advise of any/all amenities such as Wi-Fi, flat panel television, conference rooms, electrical outlets, wide body dimensions, etc.</p> <ul style="list-style-type: none"> • Detail your company’s wrapped coaches with Exclusive Use rights. • Detail your company’s ability for accommodating disabled and special needs riders. • Include information on what emergency procedures are in place for on-road vehicle breakdowns. Include procedures for abandoning the bus. • Describe the procedures to be used for the cleaning of the exterior and interior of the vehicles, including the personnel to be used for each activity and the frequency of cleaning. • The Carrier must make available upon reasonable requests all such records as may be necessary to ascertain the safety of equipment including but not limited to maintenance records. • Describe your policy on allowing food, drink, and/or coolers on board vehicles used under this contract.
Staffing/Drivers	<ul style="list-style-type: none"> • Discuss the qualification requirements for your drivers. Include information on your new applicant / new hire screening process including background checks and drug testing; indicate the average length of service; and a description of mandatory training programs for drivers. • Detail your policy of on-going verification and screening of drivers. • Describe in detail all driver restrictions and your procedure for driver transfer (maximum number of consecutive hours driven, etc.) • Describe your policy regarding payment of driver’s lodging and meals. Include any other associated expenses. Since Elizabeth City State University will pay these expenses, they should be included as a line item on the quote provided to the department. Questions and/or concerns on where to stay and/or what the requirement to stay in the same hotel of the team/group/trip should be obtained from the trip organizer designated by the department. • Detail your company policy on loading/unloading and securing baggage. • Agree and understand that driver’s must be equipped with a cell phone at all times during trips, they must provide their name and cell number for the department to use should they need to contact the driver. • Describe your driver’s uniform policy.

<p>Communication</p>	<ul style="list-style-type: none"> Describe your proposed plan for communication with the University to ensure that you are meeting the passenger and staff needs. Provide copies of your quote forms, how these forms are transmitted, etc. Please describe how your company will solicit customer feedback of your performance? Please provide sample(s) of your company’s customer satisfaction surveys if you have one in existence.
<p>Reservations/ Bookings</p>	<ul style="list-style-type: none"> Describe the procedure you would propose that the University will follow to request transportation services, from initiation to completion including required information (number passengers, distance, length of stay, etc) and method of requesting these services. (This method will be evaluated as an option but may differ in the way Elizabeth city State University decides to acquire 1d will be communicated with the awarded contractors.) How does your company handle overflow work, e.g., outsource, use back-up vehicles, declination of service? Describe your cancellation policy within 1 month, 2 weeks, 72 hours, day of scheduled charter. Is there an additional fee? Describe your change policy within 1 month, 2 weeks, 72 hours, day of scheduled charter.

5.4 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.

5.5 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.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.5 ACCEPTANCE OF WORK

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

Acceptance of Vendor’s work product shall be based on the following criteria:

- The Institution’s staff and students must arrive at the scheduled event on time. All penalties or charges incurred because of mechanical malfunction, breakdown, or negligence of the driver, the Contractor, its agents, employees, or subcontractors, will be the responsibility of the Contractor, with the exception of acts of God or other events or circumstances beyond the control of the Contractor.
- The Contractor shall always take into consideration weather and traffic conditions which may affect transportation and communicate this information to the Institution’s staff member overseeing the trip.
- Breakdown: In the event of a mechanical malfunction or breakdown, the Contractor shall provide replacement transportation of the same requirement as identified in this request for proposal so that the trip is completed on time. The Contractor shall be responsible for all replacement costs of transportation, mechanical repairs and towing services. The Institution will only pay for the original contracted price for the scheduled trip.
- Missed Trips and Penalties: Missed trips by the Contractor shall be defined as: Any scheduled and confirmed trip which does not commence within ten minutes of the designated time for the start of the trip. The University (ECSU) must advise the Contractor within 48 hours of a missed trip. Three (3) missed trips may result in termination of *the contract*.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for

reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 FAITHFUL PERFORMANCE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. Notwithstanding, the Contractor shall not be relieved of liability to ECSU for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due to ECSU from such breach can be determined.

ECSU reserves the right to pursue liquidated damages, other damages and/or any other available remedies at law as a result of Contractor's failure to perform services in this agreement.

In case of default by the Contractor, ECSU may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State, acting through ECSU, reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING OR COST PROPOSAL

Vendors are to provide a fixed price for the services offered. The bid should outline at minimum the following charges and any other pertinent charges.

1. Detail your pricing structure by size/type of vehicle, per mile, per trip, per hour, length of stay, or any other fixed method.
2. Fuel surcharge
3. Relief driver charges
4. Cancellation charges – 1 month, 2 weeks, 72 hours, day of charter
5. Tolls, parking, and other related charges

Alternate Pricing

In addition to the above financial offer, Vendor may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

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>

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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf