



STATE OF NORTH CAROLINA

Department of Agriculture and Consumer Services

Invitation for Bid #: 10-IFB-739219527-PLK

PARKING AND TRANSPORTATION SERVICES -NC STATE FAIR

Date of Issue: July 20, 2023

Bid Opening Date: August 10, 2023

At 2:00pm ET

Direct all inquiries concerning this IFB to:

**Patsy Kinney
Procurement Specialist**



STATE OF NORTH CAROLINA

Invitation for Bid

10-IFB-739219527-PLK

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA
Department of Agriculture and Consumer Services

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Patsy Kinney	Invitation for Bid #: 10-IFB-739219527-PLK
	Bids will be publicly opened: August 10, 2023 at 2:00pm ET
Using Agency: NC Department of Agriculture and Consumer Services	Commodity No. and Description: 781420/ Parking and Transport Services
Requisition No.: PR12581641	

EXECUTION

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

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

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

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

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

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

As required by Executive Order 24 (2017), the undersigned vendor certifies 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 IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees 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 bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

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

Bid Number: **10-IFB-739219527-PLK**

Vendor: _____

VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:
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VALIDITY PERIOD

Offer shall be valid for at least ninety (90) 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 IFB.

ACCEPTANCE OF BIDS

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of NCDA&CS)

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1.0 PURPOSE AND BACKGROUND

The NC Department of Agriculture and Consumer Services (NCDA&CS), NC State Fair seeks professional services to provide parking services. These services will be required prior to and during the eleven (11) day annual NC State Fair, and other events during this contract period. The NC Department of Agriculture and Consumer Services is the owner of this contract. All issues regarding this bid and or subsequent resulting contract shall be addressed to the NC Department of Agriculture and Consumer Services, Purchasing Division. Duties shall include transportation and parking services as specified in this IFB. An appropriate number of staff and equipment in good operational condition shall be provided. Experience with providing services for events in excess of 90,000 attendees is required with Parking Managers having a minimum's experience of 5 years. Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

Vendor will work closely with the NC State Highway Patrol and State Fair contract administrator or designee to coordinate traffic control.

Vendor's relationship to the NC State Fair is that of an independent contractor. The Vendor hires (provides all personnel), recruits, supervises, pays employees, required to perform the tasks outlined in the proposal. Total cost reflects performing the services as outlined in the proposal. No other costs will be allowed.

The specifications herein state the tasks, schedules and special requirements, number of personnel required to meet the needs for this 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")

The Vendor shall begin work under the Contract within fifteen (15) business days of 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 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, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation 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 bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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

2.3 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	July 20, 2023
Hold Site Visit	State	July 27, 2023 At 10:00 AM ET
Submit Written Questions	Vendor	August 04, 2023 At 10:00 AM ET
Provide Response to Questions	State	August 08, 2023 At 10:00 AM ET
Submit Bids	Vendor	August 10, 2023 At 02:00 PM ET
Contract Award	State	TBD

2.4 SITE VISIT

Mandatory

Date: July 27, 2023
 Time: 10:00am Eastern Time
 Location: 4285 Trinity Road
 Administration Building Conference room
 Raleigh, NC 27607
 Contact #: Kevin A. Carpenter (919) 839-4717
 Contract Administrator

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-bid site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

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

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

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

2.5 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “**10-IFB-739219527-PLK Questions**” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. A vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

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

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

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time 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. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. 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 bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.7 BID CONTENTS

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

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Cover Letter, which must contain all of the following:
 - (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
 - (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein.
 - (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
 - (iv) A statement to describe Managers' at least five (5) years' experience in providing services as outlined in this IFB
- b) Statement of whether any of the vendors directors, partners, proprietors, officers, or employees or any of the proposed staff are related to any NCDA&CS employees. If so identify the related individuals, describe their relationships and identify their respective employers and positions.
- c) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- d) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- e) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- 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

2.8 ALTERNATE BIDS

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

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest cost, qualified bid, to include any required verifications set out here in such as but not limited to past venue type experience, past performance, references, and financial documents.

While the intent of this IFB 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 IFB 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 bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB, or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and

the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall be available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor.
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture.
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for

the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

4.1 PRICING

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

4.2 INVOICES

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 the 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:

Invoices must include a daily breakdown of services provided by the Vendor per this IFB. Invoices must be signed by Project Manager.

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

Vendor shall submit invoices to: Kevin A. Carpenter
N.C. State Fair
1010 MSC
Raleigh, NC 27699-1010
Kevin.carpenter@ncagr.gov

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 IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 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. Vendors are requested to only provide these references with an estimated traffic count of 90,000 per day. 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 Bid.

4.6 BACKGROUND CHECKS

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

4.7 PERSONNEL

The 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 subcontractors(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 bid 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.

4.8 VENDOR'S REPRESENTATIONS

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL SPECIFICATIONS

Transportation and Parking Services are needed for the annual NC State Fair as well as other events through the year. The Fair Manager or Contract Administrator may coordinate with Vendor to provide parking and transportation services for other events other than the NC State Fair. The Vendor will invoice and receive compensation at the same rates awarded on the IFB.

Experience providing transportation and parking services for events that have more than 90,000 attendees per day is required with the company and managers having a minimum experience of five (5) years.

The services specified in this IFB will be required prior to and during the eleven (11) day annual fair.

Fair dates for this contract are as follows:

October 12-22, 2023

October 17-27, 2024

October 16-26, 2025

Transportation Specifications

These specifications are established as a guide for estimation purposes. Assets defined may be reallocated as needed. As the fair approaches and during the fair, the contract administrator and vendor will discuss adjusting resources, if needed at the awarded hourly rate.

Dogwood Transportation

Hours of Operation: 8:30 am until gates clear

Service includes twelve (12) buses, with a minimum of forty (40) passenger capacity each moving attendees from Dogwood to the NC State Fairgrounds.

25% of buses used must be Handicap accessible.

All bicycle racks for vehicle and pedestrian, management will be the responsibility of Vendor.

The lot has the capacity for about 2500 vehicles.

Carter Finley Lot C (Employee and Staff Parking) to Gates 2 and 12 Transportation

Hours of Operation: 6:00am until gates clear

Services include up to three (3) buses, with a minimum of twenty-six (26) passenger capacity.

Handicap Overflow (Carter Finley to Gate 10) Transportation-

Hours of Operation: 9:00am until gates clear

Services include three (3) Handicap accessible buses with a minimum of twenty-four (24) passenger capacity with wheelchair lift.

Buses will transport patrons parked in Carter Finley Stadium to and from Gate 10 in Bunn Field.

Vendor will designate the lot in Carter Finley Stadium that is closest to Trinity Road and Youth Center Road as the "Handicap Overflow Lot."

Vendor will coordinate with State Highway Patrol (SHP) and /or Contract Administrator to direct handicap patrons into the overflow lot after Bunn Field handicap/bus parking at Gate 11 has reached capacity.

Vendor will erect ample directional signage along Trinity Road and the entrance to the handicap lots.

Minimum of six (6) 2 x 3 signs on A-frame sandwich board. Weatherproof, corrugated plastic panels lettered to give directions into handicap parking lots.

Sufficient signage shall be provided for handicap patrons to easily locate handicap overflow parking lot.

Senior Citizens Day-October 17, 2023

Hours of Operation 8:00am until 4:00pm

Services include two (2) passenger buses with a minimum of twenty-four (24) capacity, handicap accessible with a wheelchair lift.

Buses will transport senior citizens from Carter Finley Stadium or Gate 10 to the outside of gate 1 and return trip.

Blue Ridge (South of Construction) to Gate 1 Shuttle

Hours of Operation 9:00am until gates clear.

Services Include one (1) to three (3) thirty passenger transit buses daily.

Total not to exceed three (3) buses per day.

Buses will transport patrons from a parking area on Blue Ridge Road (location to be decided upon in September 2023 due to road construction) to Gate 1 and back to parking area.

Parking Specifications

These specifications are established as a guide for estimation purposes. Assets defined may be reallocated as needed. As the fair approaches and during the fair, the contract administrator and vendor will discuss adjusting resources, if needed at the awarded hourly rate.

Dogwood: Vendor to provide Staff from 8:00am until gates clear-(Figure 1 Diagram)

Located at Reedy Creek and Edwards Mill Road

Approximate Capacity is 2500 parking spaces with 2-3 turnovers per day.

Lot is unpaved and unmarked gravel surface.

Vendor to provide:

- Two (2) Supervisors
- Nine (9) Parking Attendants to direct traffic and parking cars
- Four (4) additional Parking Attendants from 1:00pm -8:00pm on Friday Saturday and Sunday.

Cardinal: Vendor to provide Staff from 8:00am until gates clear- (Figure 2 Diagram)

Located off Highway 54 just east of Edwards Mill Road

Approximate Capacity is 2500 parking spaces with 2-3 turnovers per day.

Lot is unpaved and unmarked gravel surface.

Vendor to provide:

- Two (2) Supervisors

- Nine (9) Parking Attendants to direct traffic and parking cars
- Four (4) additional Parking Attendants from 1:00pm -8:00pm on Friday Saturday and Sunday.

Carter -Finley Gate B/PNC Arena: Vendor to provide Staff from 9:00am until gates clear- (Figure 3 Diagram)

Staff is to control traffic as well as “park cars” to ensure vehicles are properly parked in an orderly manner.

Vendor to provide:

- Two (2) Supervisors
- Nine (9) Parking Attendants to direct traffic and parking cars
- Five (5) additional Parking Attendants from 1:00pm -to until gates clear on Friday Saturday and Sunday.

Carter -Finley Lot C (Employee and Staff Parking: Vendor to provide Staff Friday Saturday and Sunday from 6:00am until gates clear

- Two (2) Parking Attendants:
 - One (1) at the entrance to check credentials.
 - One (1) at Shuttle Pick -up/ Drop off.

Bunn Field- Vendor to provide Staff from 8:30 am until gates clear.

- Two (2) Supervisors for Bunn Field Parking Lot
- Two (2) Parking Attendants in Lower Bunn Field along Youth Center Road directing traffic and controlling entry.
- Four (4) Parking Attendants at Gate 9 Entrance off Trinity Road into Bunn Field directing traffic and controlling entry.
- Two (2) Parking Attendants at New Gate 11/Handicap Parking Lot directing traffic and controlling entry.
- Four (4) Parking Attendants in Upper Bunn Field Handicap Parking Lot directing traffic and controlling entry.

Tanker Lot (Livestock Parking)-Vendor to provide from 8:00am until 10:00pm

- Four (4) Parking Attendants are to control traffic, as well as “park cars” to ensure vehicles are parked properly and in an orderly manner.

Vet School Entrance-Vendor to provide from 8:30am until gates clear.

- Two (2) Parking Attendants at entrance off Hillsborough Street.

Pre-Fair Setup and Post-Fair Teardown

Provide two (2) Supervisors and Seven (7) Parking Attendants who will:

- Establish and delineate parking areas as needed.
- Establish No parking and restricted access areas, as needed.
- Establish pedestrian and vehicular routes, as needed.
- Place informational signs as needed.
- Establish pickup and drop-off locations, as needed.
- Remove all materials used and clean areas of responsibility post-Fair.

Contract Administrator and Contract Manager, upon mutual agreement and approval with Fair Management may bring on additional attendants as needed at the contracted hourly rate.

Contract Administrator and Contract Manager upon mutual agreement reserve the right to reallocate resources to other areas when necessary.

5.2 TASKS/DELIVERABLES

NC Department of Agriculture and Consumer Services, NC State Fair Specifications:

1. Vendor will recruit, hire, supervise and pay all required personnel. Any cost for support staff, such as command center staff and management, will be at the expense of Vendor.
2. Vendor will provide employees with shirts (collared with company logo) presentable slacks or shorts. Caps with company logo are acceptable.
3. Vendor to supply employees with all necessary safety equipment, signs, material, and supplies to meet the requirements in this IFB.
4. Vendor shall organize, perform, and maintain all control duties beginning the Sunday prior to the opening of the State Fair and continuing throughout the eleven (11) day Fair.
5. Vendor will work closely with North Carolina State Highway Patrol, NC Department of Transportation, PNC Arena, and State Fair Manager or Contract Administrator to coordinate transportation and parking.
6. The services are required for the NC State Fair on October 12-22, 2023, and subsequent renewal dates. Future fair dates will be indicated in contract extensions if applicable. The first date required will be the Sunday prior to the official opening day of the Fair.
7. Vendor and Contract administrator will remain in contact with NCSHP to ensure they are aware of changes in parking areas. Lot Full signs will be provided by the vendor and placed by the parking lot attendants.
8. Vendor must designate loading and unloading areas with signs along bus routes. Vendor and Contract administrator will coordinate with the NC State Fair, NCDOT Command Center and NCSHP to place appropriate wording on electronic signs to assist motorists as they approach the State Fair.
9. Pick up and drop off sites will be established by the contract administrator or designee with agreement by vendor. NC State Fair will provide tents at the established sites.
10. The Contract Administrator or designee may re-direct transportation as needed. Vendor will contact Contract administrator if additional transportation vehicles or services are needed. The Contract Administrator or designee must give prior approval. If additional services are needed, they will be at the hourly rate awarded in contract price.
11. Vendor shall be on site no later than three (3) days prior to Fair opening to line (flagging, paint line, etc) off parking spaces to ensure effective use of parking lots and traffic flow.
12. All transportation and parking services shall operate at no cost to users. **Tips shall not be accepted by Vendor or vendor's employees/subcontractors.**
13. All buses shall be labeled to identify the route and stops along the route.
14. Temporary offices and staging sites shall be the responsibility of the vendor.
15. Equipment and personnel may be reassigned to other tasks at the same contract level) after consultation and mutual agreement with the contract administrator and vendor.

16. The Vendor will provide all utility vehicles necessary for transportation of its workers and equipment. The vendor will be responsible for arranging proper permits for all vehicles on-site. Trucks, all-terrain vehicles, etc. will be needed to carry out these functions of the job and are to be identified with company logo.
17. The Vendor will provide and place barricades, roping, stakes, flagging, traffic signs and pedestrian control devices to efficiently route traffic in and around all parking areas. Vendor will take reasonable steps to prevent unauthorized parking.
18. Vendor will coordinate traffic control with the North Carolina State Highway Patrol and Contract Administrator or designee through the Contract Administrator. Vendor will keep a daily log of activity to provide information on circumstances that the Contract Administrator needs to be apprised of assets and resources used, issues, problems, injuries, wrecks, etc., emailed or delivered to the contract administrator daily.
19. Vendor is to provide a full-time dispatcher (6:30 a.m. until parking lots clear) to coordinate a total communication system headquartered at traffic control center (mobile office). A daily log of activity is to be maintained.
20. Vendor will maintain good relations with all parking customers, i.e., render lost person (children and adults) services, motorist assistance services, emergency services, answer general questions, etc. This may include but not be limited to, inoperable vehicles that need to be towed - call for service, flat tire, providing directions to patrons, etc.
21. The Vendor shall supervise, reserve, and control all State Fair controlled parking lots, handicapped spaces, radio and media parking, exhibitor's lots, Law Enforcement/EMS/Fire parking, carnival operator parking, employee lots, livestock parking area, bus parking (private and public) Governor James B. Hunt, Jr. Horse Complex parking and special show parking. Our parking services begin:
 - i. Tanker lot – Monday morning prior to the opening of the Fair.
 - ii. Flower Show – Wednesday and Thursday before the Fair, if needed.
 - iii. Bunn Field – Two (2) attendants Monday before the Fair.
22. All other parking services to begin on the first day of the fair.

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.

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.

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

6.1 CONTRACT MANAGER

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service. All Managers must have at least five (5) years' experience providing services outlined in this IFB and will provide experience upon request to include references, previous work history, tenure in current and equal positions and a resume of principals involved. Managers must have at least 5 years' experience outlined providing services in this IFB.

Contract Manager Point of Contact	
Name:	
, Years of Experience	
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 30 days prior to the event 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 to the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

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

The State shall have the obligation to notify Vendor, in writing 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.

6.5 DISPUTE RESOLUTION

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

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to

exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 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 made through the contract administrator.

6.7 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments 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

LINE #	DESCRIPTION	HOURLY COST	ESTIMATED HOURS	EXTENDED COST (11 DAYS)
1	Minimum 40-person bus- (25% Handicap Accessible)	COST PER BUS \$ _____	3,750	\$ _____
2	Minimum 26-person bus	COST PER BUS \$ _____	1,750	\$ _____
3	Minimum 24-person bus- Handicap Bus	COST PER BUS \$ _____	1,750	\$ _____
4	Minimum 30-person Transit Bus	COST PER BUS \$ _____	1,825	\$ _____
5	Parking Supervisor	COST PER SUPERVISOR \$ _____	4,000	\$ _____
6	Parking and Traffic Attendant	COST PER ATTENDANT \$ _____	17,500	\$ _____
			TOTAL EXTENDED COST	\$ _____