



# **STATE OF NORTH CAROLINA**

**Department of Transportation**

**Invitation for Bid #: 54-LC-03172025**

**Vending Services**

**Date of Issue: May 27, 2025**

**Bid Opening Date: June 12, 2025**

**At 2:00 PM ET**

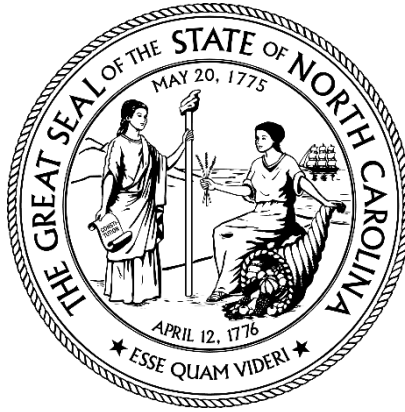
**Direct all inquiries concerning this IFB to:**

Lyndsey K. Campbell

Procurement Specialist III

Email: [lkcampbell@ncdot.gov](mailto:lkcampbell@ncdot.gov)

Phone: 919-707-2641



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**54-LC-03172025**

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>

***Electronic responses ONLY will be accepted for this solicitation.***

<b>STATE OF NORTH CAROLINA Department of Transportation</b>	
Refer <u>ALL</u> Inquiries regarding this IFB to: Lyndsey K. Campbell <a href="mailto:lkcampbell@ncdot.gov">lkcampbell@ncdot.gov</a> 919-707-2641	Invitation for Bid #: 54-LC-03172025
	Bids will be publicly opened: June 12, 2025, at 2:00 PM ET
Using Agency: NC Department of Transportation Requisition No.: N/A	Commodity No. and Description: 481113 Vending Services

**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 ATTACHMENTS page within this document.

**Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL 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:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: 54-LC-03172025

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred and twenty (120) days from the 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 \_\_\_\_\_, 2025, as indicated on the attached certification, by \_\_\_\_\_.

**(Authorized Representative of Department of Transportation)**

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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Invitation for Bid (IFB) is to supply beverages and food items to North Carolina Department of Transportation (NCDOT) Ferry Divisions thirteen (13) locations and seven (7) vessels (see ATTACHMENT H: LOCATIONS). Work shall consist of furnishing all labor, materials, equipment and services, incidental to the completion of work as described herein.

NCDOT Ferry Division runs the second largest state run ferry system in the United States. About 800,000 vehicles and 1.8 million passengers, each year, cross the rivers and sounds of Eastern North Carolina, making the ferry system a vital lifeline for those who live and work in the region and an economic necessity for businesses.

Ferry operations involve more than 20 ferries on seven regular routes across the Currituck and Pamlico sounds as well as the Cape Fear, Neuse and Pamlico rivers. Two routes – Hatteras-Ocracoke and Ocracoke-Cedar Island – are officially part of The Outer Banks National Scenic Byway.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”). In addition, 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

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### 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 E-PROCUREMENT FEE

**ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

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

### 2.3 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 non-responsive.

**2.4 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	May 27, 2025
Hold Pre-Bid Conference	State	June 2, 2025, at 2:30 PM ET
Submit Written Questions	Vendor	June 4, 2025, at 2:00 PM ET
Submit Bids	Vendor	June 12, 2025, at 2:00 PM ET

**Public bid opening for this solicitation will be conducted via conference call. Vendors may use the links below or use the call-in number to join the bid opening June 12, 2025, at 2:00 PM ET.**

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 257 435 478 081 2

Passcode: wY2Ui2Gy

**Dial in by phone**

[+1 984-204-1487,,137527335#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 137 527 335#

**Join on a video conferencing device**

Tenant key: [ncgov@m.webex.com](mailto:ncgov@m.webex.com)

Video ID: 118 926 942 9

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

**2.5 VIRTUAL PRE-BID CONFERENCE**

**Urged and Cautioned** Pre-bid Conference

Date: 6/2/2025

Time: 2:30 PM Eastern Time

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 230 375 307 625 5

Passcode: Am66HG96

Dial in by phone

[+1 984-204-1487,,260232004#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 260 232 004#

Join on a video conferencing device

Tenant key: [ncgov@m.webex.com](mailto:ncgov@m.webex.com)

Video ID: 116 078 817 8

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

**Instructions:** Vendor representatives are URGED and CAUTIONED to attend the virtual pre-bid conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory pre-bid conference is scheduled for this IFB. Submission of a bid 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 IFB.

Vendor is cautioned that any information released to attendees during the pre-bid conference, 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.

## 2.6 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.

Written questions shall be emailed to [lkcampbell@ncdot.gov](mailto:lkcampbell@ncdot.gov) by the date and time specified above. Vendors should enter “IFB # 54-LC 03172025: Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
IFB 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 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.

## 2.7 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. 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. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bids(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding to this IFB 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 IFB and all Addenda thereto.

## 2.8 BID CONTENTS

Vendors shall populate all attachments of this IFB 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 bid, in the State’s sole discretion.

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

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

**2.9 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. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #54-LC-03172025 [for 'name of Vendor']". 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, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

**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 below which are incorporated herein by this reference.

MV – Marine Vessel

**3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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**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 highest percentage price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to 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 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 of 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) to the State’s eVP website 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**

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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 COMMISSION**

Vendor agrees to pay NCDOT Ferry Division monthly, a commission based on sales made through the vending machines. Commissions received after the 15<sup>th</sup> of each month are subject to a 5% late filing penalty. Late filing of two (2) consecutive months or three (3) months within any 12-month period is deemed sufficient grounds to terminate the contract.

**4.2 RECEIPTS**

Vendor shall provide receipts to the Purchasing Agency. The standard format for receipts shall be Single Receipts, meaning that the Vendor shall provide the Purchasing Agency with a receipt for each previous month. Receipts shall include detailed information to allow the Purchasing Agency to verify items, prices paid and calculate commission. The following fields shall be included on all receipts, as relevant:

Vendor’s Address, Customer Account Number, NC Contract Number, Date, Items, Price, Quantity, and Percent Commission to be paid.

**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 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 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.

Vendor or any representative will be supervised and escorted while on State property unless a background check is submitted and issued clearance by NCDOT Ferry Division.

#### **4.7 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by 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 an 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.

### 4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

### 5.0 SPECIFICATIONS AND SCOPE OF WORK

Vendor agrees to provide vending services at locations as indicated in this solicitation. Vendor shall install, maintain and supply equipment on State property at all Ferry locations. Vendor shall be responsible for communication and service schedules with each point of contact listed in ATTACHMENT H: LOCATIONS.

In no case should services be below the minimum standards provided commercially. Further, all items must meet any applicable Occupational Safety and Health Act ([OSHA](#)) requirements and all American and Disabilities Act ([ADA](#)) requirements.

#### 5.1 SPECIFICATIONS

Item #	Specifications
1.	Vendor agrees to provide personnel, delivery service, repair, labor and parts necessary to always keep all vending machines in operating condition along with an adequate supply of quality vending products. <b>MINIMUM OF ONE (1) REFILL VISIT PER WEEK</b> unless the mutual agreement of the parties is in writing.
2.	Vendor is responsible for all customer refunds. Vendor must post instructions on each machine for reporting machine malfunctions and obtaining refunds (where, when, etc.) The vendor agrees to honor all valid requests for refunds in a prompt, courteous manner.
3.	Machines should be stocked with a variety of snacks and/or beverage selections. <b>Vendor must include water as an option in ALL vending machines.</b>
4.	NCDOT will designate and maintain suitable space for vending and related equipment, including lighting and electrical power.
5.	NCDOT shall maintain utility services and make every effort to avoid interruption of services. In the event any utility service must be interrupted for repair or modification, NCDOT shall provide the vendor with as much advance notice as possible. NCDOT shall take reasonable steps to restore service promptly but shall not be responsible for any loss or delay sustained by the vendor resulting from such interruptions from any cause.
6.	Vendor shall be responsible for whatever connections are necessary for equipment hook-up. NCDOT shall provide services at existing outlets for the convenience of the vendor. Any modification to existing outlets required or requested shall be at the vendor’s expense and require prior approval by NCDOT.
7.	Without defacing State property, the Vendor shall post or display all necessary permits, license and price regulations required under the agreement and by law in an appropriate manner agreed to by NCDOT.
8.	NCDOT reserves the right to request replacement of any machine, which is found to be in unsatisfactory working condition or that deteriorates in appearance (badly scratched, damaged, dented, rusted, etc.), with a machine of higher quality and performance.
9.	Vendor shall incorporate industry improvements on the original installed equipment and subsequent installations, where deemed feasible by NCDOT and mutually agreed upon by NCDOT and the Vendor.
10.	It is understood and agreed that NCDOT shall not be liable or held responsible for damage or destruction to any of the vending machines or their contents, caused by fire, theft, shortages or vandalism. These items are deemed the sole responsibility of the vendor.
11.	Vendor shall be solely responsible for the maintenance and repair of all machines. Repairs should be completed within 24 hours of the call in, Monday – Friday. Equipment not operable within 48 hours of notification shall be replaced with comparable equipment until the original equipment is restored to service. A supply of “Out of Service” signs must be provided for each facility.

12.	Vendor is responsible for immediately notifying the NCDOT staff of any repairs and maintenance that need to be made to the facility in writing, including for the continued high-quality service of vending machines.
13.	Vendor must exercise extreme care in the use of the facilities and shall be responsible for any damage caused to State property by any agents or employees of the Vendor. Vendor shall not make any alterations, additions, roof penetrations, or improvements to the premises nor install any equipment, other than portable equipment, without the express written consent of the States’s point of contact.
14.	Vending machines located on all vessels shall be secured to avoid tipping over during rough weather or heavy seas. Vendor shall preapprove the type and method of securing with NCDOT prior to installation.
15.	Vendor must collect funds from all vending machines.

**5.2 CERTIFICATION AND SAFETY LABELS**

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

**5.3 DEVIATIONS**

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

**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.

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (maintenance, repairs, malfunctions, etc.).

<b>Customer Service Point of Contact</b>	
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 periodically monthly 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.

**6.4 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 all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

**6.5 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. Vendor shall agree to pay commission to the State for any sales received during such transition assistance at the most current rates provided by the Contract

**6.6 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 a resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for a 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.

## **6.7 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.

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## 7.0 ATTACHMENTS

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### ATTACHMENT A: PRICING

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For evaluation purposes only: Total amount of sales for the three (3) year contract term, across all twenty (20) locations, is estimated at \$670,000.00.

Complete and return the Pricing associated with this IFB, which can be found in the table below:

	Total Commission (%)
Beverage and Snack Vending Services	_____ %

### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

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**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

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**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

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

**(THIS ATTACHMENT MUST BE COMPLETED AND RETURNED)**

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**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

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

**(THIS ATTACHMENT MUST BE COMPLETED AND RETURNED)**

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**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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

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

**(THIS ATTACHMENT MUST BE COMPLETED AND RETURNED)**

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

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

**(THIS ATTACHMENT MUST BE COMPLETED AND RETURNED)**

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***

**ATTACHMENT H: LOCATIONS**

	LOCATION/VESSEL	ADDRESS	POINT OF CONTACT
1.	Manns Harbor Warehouse	8550 Shipyard Road, Manns Harbor NC 27953	J. Vick Keith 252-423-5116 / Mike Clark 252-423-5145
2.	Currituck Terminal	170 Courthouse Road, Currituck NC 27929	K. Tucker Chapman - 252-621-6300
3.	MV Governor J.B. Hunt	170 Courthouse Road, Currituck NC 27929	K. Tucker Chapman - 252-621-6300
4.	Knotts Island Terminal	Ferry Dock Road, Knotts Island NC 27950	K. Tucker Chapman - 252-621-6300
5.	Hatteras Inlet	59063 N 12S, Hatteras NC 27943	Steve Faranello 252-996-6003 / Timmy Jennette 252- 996-6007
6.	MV Ocracoke Express	59063 N 12S, Hatteras NC 27943	Steve Faranello 252-996-6003 / Timmy Jennette 252- 996-6007
7.	South Dock	NC Highway 12, Ocracoke NC 27960	Steve Faranello 252-996-6003 / Timmy Jennette 252- 996-6007
8.	Ocracoke Terminal	130 Pilottown Circle, Ocracoke NC 27960	Kim O’Neal / Megan Graham 252-996-6200
9.	Swan Quarter Terminal	748 Oyster Creek Road, Swan Quarter NC 27885	Nicholas Mobley 252-791-3300
10.	Cedar Island Terminal	3619 Cedar Island Road, Cedar Island NC 28520	Heather Fuchs 252-463-7042
11.	Southport Terminal	1650 Southport Ferry Road, Southport NC 28461	Derik Martin / Zach Wheeler 910-477-5200
12.	Fort Fisher Terminal	2242 S. Fort Fisher Blvd, Kure Beach NC 28449	Derik Martin / Zach Wheeler 910-477-5200
13.	Minnesott Beach Ferry Terminal	12254 NC-306, Arapahoe, NC 28510	Sue Kinner / Billy Perry 252-463-7020
14.	Cherry Branch Terminal	2300 Ferry Road, Havelock NC 28532	Sue Kinner / Billy Perry 252-463-7020
15.	Bayview Terminal	229 NC Highway 306 N, Bath NC 27808	L.B. Johnson 252-964-4521
16.	*MV Silver Lake	Access Points Options: Locations 7,8,9	Point of Contact Options: Locations 7,8,9
17.	*MV Carteret	Access Points Options: Locations 7,8,9	Point of Contact Options: Locations 7,8,9
18.	*MV Cedar Island	Access Points Options: Locations 7,8,9	Point of Contact Options: Locations 7,8,9
19.	*MV Swan Quarter	Access Points Options: Locations 7,8,9	Point of Contact Options: Locations 7,8,9
20.	*MV Sea Level	Access Points Options: Locations 7,8,9	Point of Contact Options: Locations 7,8,9

\*Not all run concurrently. Vessels rotate throughout the seasons, three (3) vessels will run during the winter, four (4) during summer. Vendor shall be notified prior to vessels being docked or on standby.