

# **STATE OF NORTH CAROLINA**

**University of North Carolina at Wilmington**

**Request for Proposal #: 72-PAMR24009**

**UNCW As Needed and Emergency Transportation Services**

**Date of Issue: September 20, 2023**

**Proposal Due Date and Time: October 30, 2023, at 1:00 PM ET**

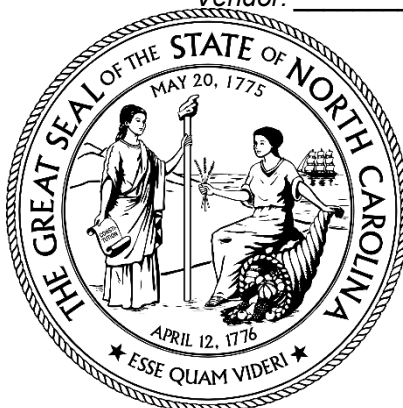
**Direct all inquiries concerning this RFP to:**

Amanda M. Rose

Purchasing Specialist

Email: [rosea@uncw.edu](mailto:rosea@uncw.edu)

Phone: 910-962-4249



## STATE OF NORTH CAROLINA

### Request for Proposal #

**72-PAMR24009**

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

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

**Note:** For your proposal to be considered, 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>

***Sealed, mailed responses ONLY will be accepted for this solicitation.***

**STATE OF NORTH CAROLINA**  
**University of North Carolina at Wilmington**

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> Amanda M. Rose, UNCW Purchasing Services <a href="mailto:rosea@uncw.edu">rosea@uncw.edu</a>	<b>Request for Proposal #: 72-PAMR24009</b>
<b>Using Agency: UNC-Wilmington</b>	<b>Proposals are due no later than 1:00 pm ET on October 30, 2023</b>
<b>Commodity No. and Description:</b> 78110000/UNCW As Needed and Emergency Transportation Services	<b>Proposals will be publicly opened via zoom at 2:00 PM ET on October 30, 2023</b>

**EXECUTION**

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Proposal Number: 72-PAMR24009

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

**VALIDITY PERIOD**

Offer shall be valid for at least 90 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of University of North Carolina at Wilmington)**

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## 1.0 PURPOSE AND BACKGROUND

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The University of North Carolina Wilmington ("UNCW") is one of the 17 campuses comprising the UNC System. The school's main campus is on 656 acres in the city of Wilmington, just a few miles from the Atlantic coast. UNCW has an approximate enrollment of 18,000 undergraduates and graduate students. Nearly 5000 students, live on campus. For more information about the campus, academics and student demographics please visit: <http://www.uncw.edu/aboutuncw/>

The purpose of this request for proposal is to solicit responses from vendors who can provide charter bus and shuttle services on an as needed basis to include emergency situations (i.e., hurricane evacuation) for UNCW Students, Faculty, and/or Staff. For hurricane evacuations the designated safe zones may be locally, other UNC System Campuses, or a designated area within 400 miles of UNCW.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for two (2), one (1) additional 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.

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee **does not apply to this solicitation**. Section entitled ELECTRONIC PROCUREMENT subsections (d) and (e) of the North Carolina General Terms and Conditions do not apply to this solicitation.

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

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this Q and A process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject

to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

**By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.**

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	September 20, 2023
Submit Written Questions	Vendor	No later than 12 p.m. ET on October 4, 2023
Provide Response to Questions	State	October 9, 2023
Submit Proposals	Vendor	No later than 1 p.m. ET on October 30, 2023
Proposal Opening	Vendor	2 p.m. ET on October 30, 2023
Contract Award	State	November 6, 2023
Contract Effective Date	State	November 6, 2023

## 2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [rosea@uncw.edu](mailto:rosea@uncw.edu) by the date and time specified above. Vendors should enter "RFP # 72-PAMR24009 Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and page number.

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 Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
PROPOSAL NUMBER: 72-PAMR24009 Attn: Amanda M. Rose UNCW Purchasing Services 601 S. College Rd. Wilmington, NC 28403	PROPOSAL NUMBER: 72-PAMR24009 Attn: Amanda M. Rose UNCW Central Receiving 5179 Lionfish Dr. Wilmington, NC 28403



**CAUTION:** For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, or email in response to this RFP shall NOT be accepted.**

- a) Submit a **signed, one (1) original executed proposal response**, one (1) un-redacted copy on flash drive and, if required, one (1) redacted (Proprietary and Confidential Information Excluded) copies on flash drive of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) Copies of proposal files must be provided on separate read-only flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

## 2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

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

- a) Cover Letter, must include a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP to include the Questions to Vendors in **Section 5.2** of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## 2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #\_\_\_ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

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

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

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions to Vendors Entitled Confidential Information.

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

The proposal from each responding firm will be opened publicly via zoom on October 30, 2023, at 2:00 pm ET. **Vendors wishing to participate in the virtual public opening can attend via the following link:** <https://uncw.zoom.us/j/81440299272?pwd=T25pekZJRlpUTkNybmhRQzITdnRqdz09>. Only the Vendor's name will be announced during the public opening. Interested parties are cautioned that the proposals are subject to further evaluation for completeness and correctness.

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

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

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

### **3.4 EVALUATION CRITERIA**

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

**Cost (30%)**

**Vendor Experience (30%)**

**Project Plan & Approach (30%)**

**Vendor Equipment (10%)**

### **3.5 PERFORMANCE OUTSIDE THE UNITED STATES**

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

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

### **3.6 INTERPRETATION OF TERMS AND PHRASES**

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

## **4.0 REQUIREMENTS**

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

### **4.1 PRICING**

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

### **4.2 INVOICES**

Vendor shall invoice the Purchasing Agency. The following fields shall be included on all invoices, as relevant:

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

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: UNCW, Attn: Accounts Payable, 601 S. College Road, Wilmington, NC 28403. A copy must also be sent to the University Contract Administrator whose information will be provided after contract award.
- c) Invoices must bear the correct purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- d) Invoices include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor broken out by building (if applicable).

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

### **4.4 HUB PARTICIPATION**

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

## 4.5 BACKGROUND CHECKS

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

## 4.6 PERSONNEL

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

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

## 4.7 VENDOR'S REPRESENTATIONS

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

## 4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

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### 5.1 GENERAL SERVICES

- A. Contractor(s) must be able to provide transportation services on an as-needed basis with at least 72-hour notification for non-emergency situations. Contractor is expected to make every attempt to provide services for emergency situations with a shorter notification time (i.e., less than 24 hours). Contractor must be able to provide a minimum of two (2) manager level phone numbers (preferably cell phone numbers) that the University can contact during natural disasters or city-wide power outages. University emergency operations include but are not limited to:

1. The evacuation or shuttling of students before, during, or after a natural disaster (i.e., hurricane, tornado, earthquake, etc.);
2. Power outages to student facilities (i.e., dorms, classrooms, etc.); and
3. Bomb threats.

B. Contractor must be able to provide Emergency Transportation Services for UNCW Students, which includes transporting students from campus to a designated safe zone and/or shuttling students on and off campus until emergency operations have ended. The designated safe zones may be local, other UNC System Campuses, or a designated area within 400 miles of UNCW.

C. University as-needed services may include but not be limited to:

1. Student group travel;
2. Departmental retreats; and
3. Club sport travel.

#### D. GENERAL REQUIREMENTS

1. The Contractor must provide a sufficient number of fully qualified and licensed drivers to perform the needed services.
2. The Contractor must not allow trip interruptions due to driver availability.
3. Drivers must not be dependent upon riders for trip directions.
4. Drivers must be equipped with communication devices to provide University representatives updates (i.e., estimated arrival times, number of passengers, etc.).
5. The Contractor must have the ability to provide the University with ridership reports (i.e., total number of riders daily, peak riding hours for shuttle service, etc.).
6. The Contractor must not demonstrate any unprofessional conduct, use of inappropriate language, intimidating behavior and/or sexual harassment.
7. For planned service trips (non-emergency) the Contractor must ensure the vehicle arrives at least 45 minutes before the departure time for loading.
8. Contractor is expected to provide quality services. Quality deemed by the University to be unacceptable or substandard may be subject to a price adjustment or claim for damages resulting from the poor-quality performance. Three (3) reports of substandard quality and/or service in a given month or reports of substandard quality and/or service in three (3) consecutive months regardless of remedy, corrective action, price adjustment, or University claims for damages may result in the Contractor being in default of the contract.

#### E. VEHICLE REQUIREMENTS

1. Contractor must be able to provide ADA assessable and wheelchair lift equipped vehicles. Contractor must provide vehicles with the following requirements when transporting students more than 30 miles from UNCW Campus unless University requests otherwise (i.e., 12-15 passenger bus/van):
  - a. Minimum thirty-eight (38) capacity passenger bus;
  - b. Minimum fifty (50) capacity passenger bus;
  - c. Passenger bus with fully operational restroom to include toilet, toilet paper and hand cleaner (i.e., hand sanitizer);

- d. Transportation vehicles must have a clean interior and exterior and be in good working condition; excessively ripped or stained seat cushions are not acceptable;
  - e. Free Wi-Fi access; and
  - f. ADA accessibility to include a wheelchair lift.
2. Contractor must be able to provide up to four (4) 12 – 15 passenger vehicles upon University request. Smaller 12-15 passenger vehicles should be used when economically efficient (i.e., local shuttle bus services or travel less than 30 miles) or upon request from University.

#### F. PER DIEM REQUIREMENTS

Contractor must receive prior approval from University before claiming travel or per diem. If approved by the University, per diem rates cannot exceed the federal per diem rates based on location (city and state). The following website lists the current per diem rates: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

## 5.2 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions. Vendors should keep responses straightforward and not include generic marketing materials. **Responses are part of the evaluation.**

### VENDOR EXPERIENCE (30%)

1. Describe the Proposer's experience providing Transportation Services for at least three (3) commercial businesses or higher education institutions of similar size or larger that meet the requirements outlined in **Section 5.0 Scope of Work**. Please ensure your response includes the number of years in experience under current company name and provide the following for at least three (3) clients.
  - a. Clients name and address;
  - b. Contact name with e-mail address and/or phone number;
  - c. Description of work performed to include the amount in cubic yards of debris removed; and
  - d. Time-period in which services were performed.

### PROJECT PLAN AND APPROACH (30%)

2. Describe the Proposer's plan for meeting the requirements of the Scope of Work listed in Section 5.0 of this RFP to include Proposer's plan to ensure the University has a minimum of two emergency contact phone numbers (preferably cell phone numbers) during natural disasters (i.e., Hurricanes and city-wide power outages).
3. Describe how the Proposer will comply with the maintenance of its bus fleet in accordance with federal and state regulations and ensure buses are clean and sanitary in compliance with public safety and health regulations.
4. Describe the Proposer's process for hiring experienced bus drivers.
5. Describe and define the Proposer's Safety Management Program. Safety program should include but not limited to description of driver's training programs, training records, background check, review DOT driver logbook, schedule of random drug test, and schedule of safety checks for equipment/motor coach.
6. Proposer to describe and define their Crisis Management program. (i.e., a severe accident involving university students, faculty, and staff).
7. Describe the Proposer's plan for annotating and reporting ridership, especially if the University requires daily shuttle services during emergency operations (ref. Section 5.1.1 F of this RFP).

8. Proposer to describe their customer complaint mitigation and escalation process for quality issues.
9. Provide a copy of the following (Note: question not scored, but used for verification):
  - a. Certification of Liability Insurance; and
  - b. All Safety Certifications.

#### **VENDOR EQUIPMENT (10%)**

10. Proposer must state if they can provide both minimum thirty-eight (38) capacity passenger vehicles and 12-15 passenger vehicles or only one or the other. Proposer must describe their current fleet to include the number of each type of vehicle that meets the criteria of this RFP's **Section 5.0 Scope of Work**.
11. Proposer to provide interior and exterior pictures of the vehicles that would be used to support the University. Proposer's response must include:
  - a. Vehicle Year, Make, & Model;
  - b. Number of Seats;
  - c. Current Vehicle Mileage;
  - d. Whether or not passenger seatbelts are available;
  - e. Whether or not Wi-Fi is available;
  - f. Whether or not TV's are available; and
  - g. Whether or not satellite TV is available.

## **6.0 CONTRACT ADMINISTRATION**

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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 PROJECT MANAGER AND CUSTOMER SERVICE**

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

### **6.2 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet periodically 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 any and 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 three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## **6.6 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 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.

## **6.7 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.

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## 7.0 ATTACHMENTS

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**\*\*IMPORTANT NOTICE\*\***  
**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

### ATTACHMENT A: PRICING

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Proposers must provide pricing for Emergency Transportation Services in accordance with Scope of Work, Section 5.0 of this RFP. Proposers can provide pricing for either A or B below depending on the Proposer's capabilities. Please note: The number of trip miles will be calculated using Google Maps.

**A. Minimum 38-Capacity Passenger Bus**

\$\_\_\_\_\_ Hourly Rate (Destination 0 – 50 miles)

\$\_\_\_\_\_ Hourly Rate (Destination 51 – 150 miles)

\$\_\_\_\_\_ Hourly Rate (Destination 151 – 250 miles)

\$\_\_\_\_\_ Hourly Rate (Destination 251 miles - 400 miles)

**B. Minimum 50-Capacity Passenger Bus**

\$\_\_\_\_\_ Hourly Rate (Destination 0 – 50 miles)

\$\_\_\_\_\_ Hourly Rate (Destination 51 – 150 miles)

\$\_\_\_\_\_ Hourly Rate (Destination 151 – 250 miles)

\$\_\_\_\_\_ Hourly Rate (Destination 251 miles - 400 miles)

**CONTINUED ON NEXT PAGE**

**C. 12-15 Passenger Bus / Van**

\$\_\_\_\_\_ Hourly Rate (Destination 0 – 50 miles)

\$\_\_\_\_\_ Hourly Rate (Destination 51 – 150 miles)

\$\_\_\_\_\_ Hourly Rate (Destination 151 – 250 miles)

\$\_\_\_\_\_ Hourly Rate (Destination 251 miles - 400 miles)

**Delivery Schedule**

Indicate the number of calendar days needed to commence the Services from the execution of the services agreement:

\_\_\_\_\_ Calendar Days

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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://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-Instructions-to-Vendors\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2021.pdf)

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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://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-General-Terms-and-Conditions\\_11.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf)

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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://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_HUB-Supplemental-Vendor-Information\\_9.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf)

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**ATTACHMENT E: 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://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Location-of-Workers\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf)

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**ATTACHMENT F: 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://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Certification-of-Financial-Condition\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf)

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**LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

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The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

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

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