STATE OF NORTH CAROLINA

Fayetteville State University

Request for Proposals #: 58-RFP260007

Campus Shuttle Services

Date of Issue: September 4, 2026

Proposal Opening Date: September 18, 2026

At 11:30 AM ET

Direct all inquiries concerning this RFP to:

Victoria McAllister

Chief Procurement Officer

Email: purchasing@uncfsu.edu

Phone: 910-672-1082

STATE OF NORTH CAROLINA

Request for Proposal

58-RFP260007

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

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

____

Vendor Name

____

Vendor eVP#

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

Electronic responses ONLY will be accepted for this solicitation via Bonfire

<table>
<tr><td colspan="2">STATE OF NORTH CAROLINA
Fayetteville State University</td></tr>
<tr><td rowspan="1">Refer <u>ALL</u> Inquiries regarding this RFP to:
Victoria McAllister
Chief Procurement Officer</td><td>Request for Proposal #: 58-RFP260007
Proposals will be publicly opened: September 18, 2026 via MS Teams Link See Section 2.4 for more details</td></tr>
<tr><td>Using Agency: Fayetteville State University
Requisition No.:</td><td>Commodity No. and Description: 781118 - Passenger Road transportation</td></tr>
</table>

<u>EXECUTION</u>

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

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

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

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

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

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

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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

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

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

<table>
<tr><td colspan="4">COMPLETE/FORMAL NAME OF VENDOR:</td></tr>
<tr><td colspan="2">STREET ADDRESS:</td><td>P.O. BOX:</td><td>ZIP:</td></tr>
<tr><td colspan="2">CITY & STATE & ZIP:</td><td>TELEPHONE NUMBER:</td><td>TOLL FREE TEL. NO:</td></tr>
<tr><td colspan="4">PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):</td></tr>
<tr><td colspan="4">PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</td></tr>
<tr><td>VENDOR'S AUTHORIZED SIGNATURE*:</td><td>DATE:</td><td colspan="2">EMAIL:</td></tr>
</table>

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty 120 days from date of bid opening, unless otherwise stated here: ______ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

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

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

The attached certification, by ____.

(Authorized Representative of Fayetteville State University)

Contents

1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) is to seek competitive proposals from qualified transportation vendors to establish an Agency Contract to provide Fayetteville State University shuttle service for various points on, and/or near (i.e. within a five-mile radius) the campus. Additionally, the University wishes to establish contract rates for as needed shuttle bus services.

Fayetteville State University (FSU), a public comprehensive, Historically Black University, offers robust and innovative degree programs rooted in the liberal arts tradition. The University advances knowledge through the integration of teaching, learning, research, and public service. FSU strives to meet the educational, career, and personal aspirations of its students from rural, military, and other diverse backgrounds so that they are equipped with academic and practical knowledge to serve local, state, national, and global communities as enlightened citizens, globally astute leaders, and engaged solution creators.

FSU currently enrolls 7,600 students. 45.4% are adult learners who are age 25+. 31.7% are military-affiliated and 28.8% are first generation students. Approximately 91.8% of our students are from North Carolina and almost half are from Cumberland County. 75.8% of our students are from rural areas. The University has nine (9) residence halls on the main campus and one (1) student apartment complex across from the main campus comprising approximately 1,818 beds available for students.

Current University Shuttle Service Background:
Originated on October 13, 2025, the University Shuttle Service is provided via a blended operation, with two (2) University owned shuttles, and two (2) Vendor provided shuttle buses with drivers. The University provides two (2) 14-passenger shuttle buses that service the Blue Route Monday – Friday, 7:00 am to 9:00 pm, and a Vendor provides two (2) 16-passenger shuttle buses that service the Green Route Monday – Friday, 7:00 am to 7:00 pm. In addition, on Saturdays, the University provides one (1) 14-passenger shuttle bus to operate the weekend route (which includes stops at Bronco Pride Hall, University Place Apartments, Lyson Science Annex, Rudolph Jones Student Center and Wal-Mart on Ramsey Street, Fayetteville NC) .

Summer 2026 service was reduced to two (2) shuttles servicing the Blue Route only, Monday – Friday, 7:00 am to 9:00 pm and one (1) shuttle bus servicing the weekend Wal-Mart route on Saturdays, 1:00 pm to 6:00 pm. Summer service was exclusively provided by a Vendor.

The average number of passengers transported monthly (all routes combined) are as follows:

- Fall 2025 – 4,355 monthly
- Spring 2026 Semester – 5,557 monthly
- Summer 2026 – 1,819 monthly

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

1.1 CONTRACT TERM

The Contract shall provide University shuttle service for the remaining Fall 2026 semester an initial term, beginning on the date of final Contract execution (the "Effective Date"), whichever is later and ending on December 11, 2026.

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

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee <u>does not</u> apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

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 or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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

2.4 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 4, 2026
Submit Written Questions	Vendor	September 9, 2026 at 5:00 P.M. E.T.
Provide Response to Questions	State	September 11, 2026 at 5:00 P.M. E.T.

Submit Proposals	Vendor	September 18, 2026 at 11:00 AM. E.T.
Virtual Public Bid Opening	State	September 18, 2026 at 11:30 AM. E.T. **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/293220191025960?p=EKQHtiGcygEXs0nq0E Meeting ID: 293 220 191 025 960 Passcode: cM6mE7SL Need help? | System reference **Dial in by phone** +1 910-491-9484,,224575502# United States, Fayetteville Find a local number Phone conference ID: 224 575 502# **Join on a video conferencing device** Tenant key: uncfsu@m.webex.com Video ID: 113 004 095 6 More info For organizers: Meeting options | Reset dial-in PIN FAYETTEVILLE STATE UNIVERSITY Org help | Privacy and security
Contract Award	State	TBD

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 ***vmcallister@uncfsu.edu*** by the date and time specified above. Vendors should enter ***"RFP # 58-RFP260007 Questions***" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question …?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP), https://evp.nc.gov,* and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

BONFIRE

All proposal responses shall be submitted electronically via Bonfire Additional information can be found at the following for link: https://uncfsu.bonfirehub.com/portal/?tab=openOpportunities.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

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

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website or Bonfire for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.7 PROPOSAL CONTENTS

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

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

a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
e) Vendor's Proposal addressing all Specifications of this RFP.
    a. Section 4.6.5 Vendor Background Check Agreement;
    b. Section 4.13 Secretary of State Registration;
    c. Section 5.3 Project Organization,
    d. Section 5.4 Technical Approach;
    e. Section 6.1 Contract Manager and Customer Service.
f) Completed version of ATTACHMENT : COST PROPOSAL
g) Completed version of ATTACHMENT : CUSTOMER REFERENCE FORM
h) Completed version of ATTACHMENT : LOCATION OF WORKERS UTILIZED BY VENDOR
i) Completed and signed version of ATTACHMENT : CERTIFICATION OF FINANCIAL CONDITION

j) 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 #58-RFP260007 *[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.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

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

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

3.4 EVALUATION CRITERIA

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

<u>BEST VALUE</u>: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Project Organization (Section 5.3)
2. Vendor Technical Approach (Section 5.4)
3. Vendor Experience (Section 4.4)
4. Vendor References (Section 4.5 and Attachment: Customer References)
5. Cost (Attachment: Cost Proposal)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT : COST PROPOSAL 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.

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

4.2 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT : 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.

4.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.4 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT : CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. . In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope. The State **shall** 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 **shall** be considered in the evaluation of the Proposal.

4.5 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

a) Any **criminal felony conviction,** or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;

b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;

c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.

e) Any **civil litigation**, arbitration, proceedings, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.6.1 GENERAL INFORMATION

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out-of-state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons

without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.

e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.

f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.6.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the State:

a) Any **criminal felony conviction,** or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;

b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;

c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.

e) Any **civil litigation**, arbitration, proceedings, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

4.6.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.

b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.

c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.

d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.

e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

4.6.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.

b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.

c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.

d) Background checks consisting of:

   1. Original unaltered criminal background check from the organization providing the background check.
   2. The background check provider's company name, company mailing address, and contact phone numbers.
   3. The full name of the individual, which matches the government issued photo ID.
   4. The current address of individual being checked.
   5. The date the criminal background check search was conducted.

4.6.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

☐ YES ☐ NO

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 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 the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and 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.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☐ Small Purchases

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

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

B. The Procurement Entity has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, should be increased from the minimums stated. Increased or additional insurance coverage amounts for this Solicitation are as follows. Coverages not changed here remain as stated in the General Terms and Conditions.

4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restrictions;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.11 SUBCONTRACTORS

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

4.12 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The Vendor will provide a comprehensive shuttle service to various points on, and/or near (i.e. within a five-mile radius) the campus of Fayetteville State University. The campus is located at 1200 Murchison Road, Fayetteville NC 28301. Shuttle service will be operated on a continuous basis for the Fall 2026 semester according to the University calendar. University recognized holidays will be the only recognized holidays for purposes and intent of any forthcoming contract resulting from this RFP and thus, the only occasion for which the service shall be suspended for the purposes of Holiday.

Shuttle service is to operate uninterrupted except for University observed holidays (see University 2026 calendar below) and/or when specified by the University Contract Administrator. Should the University elect to exercise the option to extend and expand said service for the Fall 2026 semester, and/or the Spring 2027 semester, the University

2027 Holidays shall be applicable (i.e. without shuttle service, as well as the academic break between the end of the Fall 2026 semester and when the Spring 2027 semester begins; and Spring Break 2027.

Additionally, the University wishes to procure special occasion services as designated by the University. Special occasion services may include shuttle service provided to students, faculty, staff and external guests for on-campus events, commencement shuttle service support and homecoming shuttle services. This list is not exhaustive and other needs may arise.

	2026 HOLIDAY SCHEDULE	
Holiday	**Observance Date**	**Day of Week**
New Year's Day	January 1, 2026	Thursday
Martin Luther King Jr.'s Birthday	January 19, 2026	Monday
Good Friday	April 3, 2026	Friday
Memorial Day	May 25, 2026	Monday
Independence Day	July 3, 2026	Friday
Labor Day	September 7, 2026	Monday
Veterans Day	November 11, 2026	Wednesday
Thanksgiving	November 26 & 27, 2026	Thursday & Friday
Christmas	December 24, 25 & 28, 2026	Thursday, Friday & Monday
Campus Closure	December 29, 30 & 31, 2026 *Use of special leave, compensatory, vacation or bonus leave*	Tuesday, Wednesday & Thursday

Established in 1867, Fayetteville State University (FSU) campus consists of over 38 buildings on 156 acres in Fayetteville North Carolina. The University population contains over 7,600 students and 800 faculty and staff members. The shuttle service shall be comprised of two predefined routes, i.e. a Blue Route and the University Weekend Route, and as needed route in support of special occasions/events such as New Student Orientation, graduation, homecoming, new student orientation and etc.

Each school semester or term, are as follows:

Fall 2026

1. Two (2) shuttle buses to service the University Blue Route starting on Tuesday, September 3, 2026, and ending on Friday, December 11, 2026. The inclusive operational times for the respective shuttle buses should be as follows:
    a. Shuttle Bus 1: Monday through Friday, 9:00 am till 9:00 pm
    b. Shuttle Bus 2: Monday through Thursday, 11:00 am to 6:00 pm

2. One (1) shuttle bus to service the University weekend route on Fridays and Saturdays, 1:00 pm to 6:00 pm starting Saturday August 3, 2026, and ending on Saturday December 11, 2026.
3. Two (2) additional minibuses will operate on a 12-hour basis, AS NEEDED on six (6) different occasions at the University for discretion. The minibuses' respective routes shall be within a 75-mile radius of Cumberland County NC and shall not include any overnight travel/stay. Said service shall be primarily used to transport students, faculty, staff and/or University guests during special occasions such as Homecoming, School Opening, Graduation, New Student Orientation, to major transportation center at the beginning/end of the semester, and/or etc. The University has the discretion to determine which occasions they wish to exercise

this option by giving the vendor two (2) weeks advance notice of the date for each occasion within writing by from the requesting department. Any add-on services are not to proceed without a written notice to proceed or purchase order, if required.

5.2 ROUTE SERVICE SPECIFICATIONS

The specifications of shuttle service desired are as follows:

PRIMARY SHUTTLE SERVICE

FALL 2026 SHUTTLE SERVICES

BLUE ROUTE				
Semester/Term	**Day**	**Schedule**	**Route**	**Vehicles**
Fall 2026 (Contract Award - 12/11/2026)	Monday - Friday	9:00 am – 9:00 pm	Continuous loop around campus stops, Bronco Mid-Town and University Place Apartments. Currently approximately nine (9) designated stops in total. (See Routes Maps Below)	One (1) minibus, 12+ passengers with ADA accessibility
Fall 2026 (Contract Award - 12/11/2026)	Monday – Thursday	11:00 am – 6:00 pm	Continuous loop around campus stops, Bronco Mid-Town and University Place Apartments. Currently approximately 9 designated stops in total. (See Route Maps Below)	One (1) minibus, 12+ passengers with ADA accessibility

University Weekend (Fridays and Saturdays) Shuttle Service				
Semester/Term	**Day**	**Schedule**	**Route**	**Vehicles**
Fall 2026 Contract Award - - 12/11/2026	Fridays and Saturdays throughout the contracted term	1:00 pm – 6:00 pm	Continuous service between Wal-Mart on Ramsey Street University Place Apartments and designated locations on the campus of Fayetteville State University. See Wal-Mart route map below.	One (1) minibuses, 12+ passengers with ADA accessibility

AS NEEDED - Six (6) Special Occasion Service as Designated by the University				
Semester/Term	**Day**	**Schedule**	**Route**	**Vehicles**
Fall 2026 Contract Award - - 12/12/2026	Special Occasions (Six (6) Individual Occasions, At University Discretion	Twelve (12) Continuous Hours Per Minibus	Within 75-mile radius of Cumberland County NC	Two (2) minibuses, 12+ passengers with ADA accessibility

ADDITIONAL POTENTIAL SHUTTLE SERVICES AS NEEDED

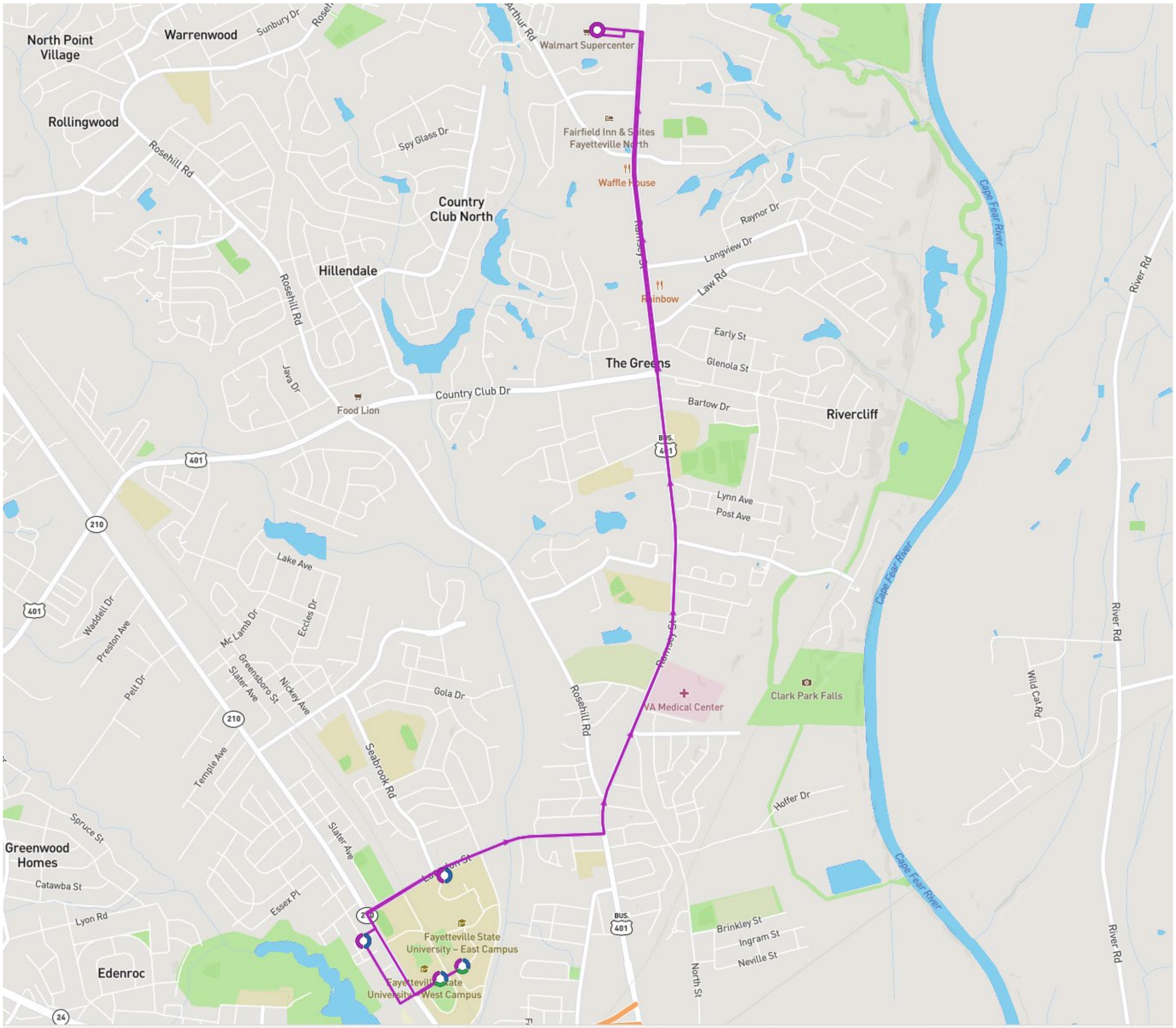
(PER MINIBUS/PER HOUR)

Prorated "Hourly Rate"				
Semester/Term	**Day**	**Schedule**	**Route**	**Vehicles**
At any point during base term, and/or any exercised optional terms Contract Award - - 12/12/2026	Monday –Sunday	Per Hour/Per Minibus	Within 75-mile radius of Cumberland County NC	Per additional minibus beyond specified contracted amount per term. Minibus being defined as 12+ passengers with ADA accessibility

Potential Bus Route:

Blue and Green Route Map and Designated Stop Locations

Saturday Wal-Mart on Ramsey Street Route Map and Designated Stop Locations



*Blue circles with white stars insert represent drop off and pick up locations.

5.2.1 Shuttle Service Routing and estimated amount of time to complete a route

The estimated amount of time it will take each shuttle to complete a full rotation on its route and return to its starting location, is as listed below:

Blue Route: 13 minutes (4.6 complete rotations on this route per hour, per shuttle)
Weekend Route: 1 hour (1 complete rotation on this route per hour, per shuttle)
As Needed Route (In support of Special Occasions): To be determined

The University reserves the right to alter, and/or add to, the shuttle service destinations if said revisions, and/or additions, are within a 5-mile radius of the University and the inclusive times for said service remain the same.

The shuttle service is considered an essential University service and thus must have contingencies in-place to continue shuttle service during inclement weather (e.g., hurricanes, snow, and ice), mechanical vehicle failure, health emergencies such as pandemics (e.g., Covid-19), civil unrest (e.g., protest) etc.

The scope of the service sought is to be a turn-key solution so as to include all components necessary to operate a shuttle service without any disruption, e.g. licenses drivers and alternate/relief licensed drivers; backup/replacement vehicle(s); fuel; maintenance; two-way communications between vehicle driver and vendor dispatch; employee uniforms; insurance; and etc., All components which the vendor is expected to provide in support of this service and factored into respondent proposal calculations.

5.2.2 Continuity Of Service

For continuity, consistency and ease of vehicle identification, the service provider is to use the same shuttle vehicle (i.e., in terms of size, vehicle make, model, capacity, exterior paint color scheme and etc), while in service of agreement. No substitution of vehicle to be used in support of this agreement.

Vendor shall provide shuttle vehicle make/model and descriptive information, to include photos of vehicle exterior and interior, of the vehicle(s) associated with submitted proposal. Photos should include a minimum of one (1) photo that is of 1) exterior of the bus, an angle that you can see the vehicle entire side, side of the vehicle where passengers board and 2) the interior of the bus; photo should show the entire depth of the bus entire (from the driver perspective, looking towards the back of the bus).

5.2.3 **Required Reporting**:

Daily Passenger Count Logs which will reflect the number of passengers boarding and deboarding the vehicle(s) at each specific shuttle stop location. Daily Passenger Count Logs are to be turned into the University, on a weekly basis, the first business day of each week, through e-mail. The previous week documentation shall be provided to the University Contract Manager by 10:00 am, on the first business day of the week, during the term of the contract.

Copies of any incident/accident report (to include reports initiated by law enforcement and/or the shuttle bus may be involved in while in service of any resulting contract. Copies of said documents should be provided to the University contract administrator within 24 hours of the contractor receiving receipt of said document.

Copies of any compliment or complaints that the contractor might receive directly from passengers, while in service of any resulting contract. Copies of said should be forwarded to the University contract administrator within 24 hours of said feedback being provided to the contractor/contractor representative/contractor employee (to include drivers)

Inventory of any lost and found item left on the shuttle bus, while in operations of any resulting contract. Inventory listing should include a description of the item found; state the location the item was found of the bus: the day, date and approximate time the item was found: and to whom the lost and found item was turned/surrender to (individual verified first and last name, telephone number, and signature)

5.2.4 Vehicle/Driver Requirements:

a. Vendor shall be in compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies.
b. Drivers are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction.
c. Drivers have been subjected to criminal background checks, and in accordance with applicable law a drug screening has been conducted. Certifications that such checks and screenings have been completed must be submitted to the Contract Manager prior transporting students and/or university employees.
d. Drivers must wear company uniform while operating a vehicle in service of any forthcoming agreement/contract. Uniform must identify vendor company name and the full name of the driver (i.e. first and last name). Uniform must consist of full-length pants/dress black, blue, gray or khaki in color (no jeans) and a button down or oxford shirt, white, blue, gray (no t-shirts) and closed toe shoes.
e. Vehicles must be within seven (7) years of the current year, make and model of said vehicle.
f. Vehicles must be capable of transporting the desired number of passengers outlined above based upon service type, i.e. base term and optional On-Demand, one (1) passenger per seat.
g. Vehicles are clean and have properly operating climate control system for passengers and electronic means to communicate with driver.
h. Vehicles shall be equipped with the following standard equipment: one (1) seat per passenger, overhead lights, climate controls and passenger overhead, and/or below seat storage.
i. Vehicles must be equipped with a wheelchair lift and the appropriate equipment to properly anchor/secure a wheelchair in the bus interior.
j. Vehicles shall have a geographical tracking device by which potential passengers can track the bus progress in real time. This program/service must also have the capacity for the University to go back within a seven-day period minimum and verify the bus's exact location by day/date and time.
k. Vehicles shall be equipped with a dashboard camera that captures the video and audio of what happens in the passenger compartment and the camera must capture the video of what happens in front of the bus. The vehicle’s camera shall have sufficient capacity to capture and store seven (7) days of media and, a convenient means by which the media can be downloaded and transferred to the University for legal/lawful official usage as needed.
l. Preference: vehicles exterior be of white, silver or royal blue uniform paint (no strips, patterns, decals) and, the University have the option to have the vehicle exterior wrapped with vinyl containing FSU theme graphics.
m. Any vehicles parked on campus associated with the shuttle service, e.g. contracted vehicle, drivers POVs, and/or etc., shall have a university parking permit which can be purchased at owner expense from University Campus Police, Public Safety and Traffic Management (Please Contact University Traffic Management Office for pricing). Vendor and vendor employees shall comply with all University parking and traffic management rules, regulations and instructions.
n. All shuttle vehicle exteriors shall be wrapped in university approved theme graphics, at Vendor’s expense. The University Contract Administrator shall serve as the approving official for bus wrapping theme proof. Contractor has ten (10) business days after the contract start date to have buses wrapped in the approved theme scheme. Please provide draft version of graphics with proposal. Please reference the University style guide for themes at uncfsu.edu/about-fsu/fsu-leadership/office-of-the-chancellor/office-of-strategic-communication/fsu-style-guide.
o. Maintain all equipment and vehicles (revenue and support) in accordance with the resulting contract.
p. Respond promptly and precisely to FSU requests for information. Promptly notify FSU Contract Manager of any deficiencies in facilities and/or vehicles, or with fixed routes, service expansions, alterations, service reductions, and/or other service operations.

q. Supervise operations of fixed route services. A supervisor is required to be on campus while transportation services are operating.

r. Immediately (within five (5) minutes of incident unless impossible due to circumstances) notify FSU Contract Manager of all incidents or accidents, regardless of scope or size, related to the transit system, vehicles, passengers or employees. Investigate accidents/vehicle crashes and unsafe practices immediately. Cooperate with University Police and/or other law enforcement agencies in their investigations, as necessary and appropriate. In addition, immediately report to FSU any other non-routine event or any operational deviation. A written report shall follow within twenty-four (24) hours with general operations comments, questions and customer complaints recorded in a standardized format by the Vendor with detailed explanation of the issue, along with the actions taken towards resolution.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. The Project Organization shall include, but not limit to:

1. Staffing Plan
2. Organizational Chart, with a listing of all job classification and number of full and part time employees in each job classification to be utilized in the performance of the services. Vendor shall provide a written description of the number of shifts and the number of drivers anticipated to meet the service requirements, along with extra-board, on-call, and substitute drivers required to meet the requirements outlined in this RFP. The written description shall also include the number of employees and anticipated shifts required for maintenance and supervisory personnel.

5.4 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included, including a work plan for at minimum:

1. **Service Start Up Plan -** The Vendor shall provide a Service Start-Up Plan that shows specific dates, deadlines and milestones of how the firm proposes to meet the published service start date and accomplish tasks described in the Scope of Work, including, but not limited to, a staffing plan for each area. Additional and relevant information regarding the start-up plan should be included as appropriate. The plan shall include the following critical dates, at a minimum:
   - Date General Manager will be hired and/or assigned to the University.
   - Date hiring and/or assignment of all other management, administrative, and support personnel.
   - Date drivers will be hired and/or assigned to the University.
   - Operator requirements and training dates for drivers.
   - Vehicle acquisition, inventory and inspection dates.
   - Dates that facilities, shop and office equipment will be identified and confirmed, including maintenance, vehicle washing.
   - Maintenance start-up programs including training and receipt of permits and licenses.
   - If any of the operational facilities will be outsourced, the start date of the contracted service should be noted in the start-up plan and plan to outsource must be approved in advance by FSU.

2. **Customer Service Plan** - Vendors shall provide an example of a currently used customer service plan that meets all or the majority of the requirements stated below.
   - Driver/Passenger conflict resolution.

- Process for handling customer feedback and complaints.
- Information shall be posted on vehicles, in documentation, and on electronic media instructing passengers to contact customer service personnel, either via voice and/or electronic means, with any comments, complaints or issues.
- Process for supervisor to communicate feedback or complaints that are addressed to the Vendor or directly to university personnel.
- Reporting method to track feedback, complaints, and questions that include date, time, person responsible for resolving issue, and date issue was resolved.
- Procedures for drivers and other employees to follow when conducting their normal duties.
- Meeting all applicable Americans with Disability Act (ADA) requirements.
- A specific section shall be included regarding the policies, procedures, and driver behavior with respect to service animals on board vehicles.
- Ongoing customer service quality assurance and employee accountability to meet these requirements.
- Confirmation that each driver will be provided with a copy of his/her own driver handbook that provides details of internal policies, processes and procedures that are required to successfully conduct his/her job. The handbook shall include any specific requirements for working at the University, and shall also provide all local, state, federal, and regulatory requirements that apply to the driver.

3. **Vehicle Maintenance Plan -** Description of vehicle maintenance plan to include, but not be limited to, Safety and PM Inspections, A/C inspections and body inspections. Include both mileage and time intervals as appropriate. Define repair procedures for in-service vehicles and driver defect reporting procedures.

4. **Adverse Weather, Critical Incident, Emergency and Contingency Response Plan** - The Vendor shall provide a plan for adverse weather, critical incident, emergency and contingency response with the Proposal.

5. **Emergency Response Plan** - Experience has shown that in time of emergency events on campus, there can be a need to effect evacuation of the University population. These can be due to but not limited to active shooter, floods, bomb threats, severe weather, terrorist threats, chemical spills and other such incidents.
   - During these events, it shall be required that the buses and drivers under contract be available to address the transportation requirements in support of the emergency. Drivers and buses shall be coordinated through FSU for the routes, locations and procedures to use in addressing the transportation requirements.

5.5 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.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes. The University key point of contacts such as the Contract Administrator, Contract Manager & Campus Police Contact will be identified at the time of award.

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.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

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

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

All invoicing shall be done in the arrears, i.e. after product and/or services have been received by the University, and not in advance of product or services being received by the University.

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

6.3 POST AWARD BUSINESS REVIEW MEETINGS

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

6.4 CONTINUOUS IMPROVEMENT

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

6.5 DAILY and WEEKLY REPORTS

The Vendor shall be required to provide: 1) Daily (same day) Incident/Accident reports should an incident happen involving an FSU passenger while riding/approaching/existing the bus and/or, if the bus is involved in an accident while in service of the contract; and 2) Weekly ridership report. Daily Incident/Accidents reports should be detailed and include the name of the bus driver when the incident/accident occurred; date, time and location the incident/accident occurred; first name, last name, telephone number and email address of individuals on the bus when the incident/accident occurred; a detailed narrative describing what occurred and immediate outcomes; and name printed, signed and dated by person submitting the Incident/Accident report.

Weekly ridership reports should be submitted weekly, on the first business day of each week (traditionally Mondays) by 10:00 am to the FSU Contract Administrator. This report shall include, at a minimum, information concerning:

1) the number of passengers transported per bus, per hour, per day/date, per designated stop location the immediate week prior;

2) any deviation to the route and/or service disruption that occurred the immediate week prior and

3) any anomalies and/or request for deviation from contracted services agreement, the contractor anticipates needed within the coming 30 days.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Procurement Entity. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within three (3) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Manager for approval.

6.6 ACCEPTANCE OF WORK

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

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.

6.8 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. 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.

6.9 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to 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.

6.10 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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ATTACHMENT: COST PROPOSAL

Item #	LINE ITEM	TOTAL PRICE
1	Campus Shuttle Bus Services (Base Period of Performance Contract Award - -12/11/2026) In accordance with the specifications and conditions outlined herien. *Please note that the Base Period will be prorated based on the day of award.	
2	OPTION TERM 1: Campus Shuttle Bus Service (For optional Spring 2027 service extension and expansion (01/04/2026 - 05/08/2027)	
3	OPTION TERM 2: Campus Shuttle Bus Service (For optional Summer I & II 2027 service extension and expansion (05/10/2027 - 07/31/2027)	
4	Six (6) Special Occasion Service Routes	
5	Hourly rate per minibus/per hour for service beyond specified required for contract base term and any optional extensions exercised by the University	**/HR**
ADD-Ons/Fees	Any Additional Expenses To be charged to the University not identified above, i.e. one-time expense and/or repeating Please define each additional expense separately and indicate charge frequency and per charge amount.	**COST**

7.0 ATTACHMENTS

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

ATTACHMENT : COST PROPOSAL

Complete and return the Pricing associated with this IFB, which can be found on **PG. 31.**

ATTACHMENT : INSTRUCTIONS TO VENDORS

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

ATTACHMENT : NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

ATTACHMENT : CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:
https://ncadmin.nc.gov/media/15503/open

ATTACHMENT : LOCATION OF WORKERS UTILIZED BY VENDOR

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

https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open

ATTACHMENT : CERTIFICATION OF FINANCIAL CONDITION

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

https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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://www.doa.nc.gov/pc-contracts-grants-loans-cooperative-agreements-certification-72020-pdf/open

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