

**STATE OF NORTH CAROLINA**

**Fayetteville State University**

**Request for Proposal #: 58-RFP250013**

**Campus Shuttle Services**

**Date of Issue: March 3, 2025**

**Proposal Opening Date: March 25, 2025**

**At 11:30 AM ET**

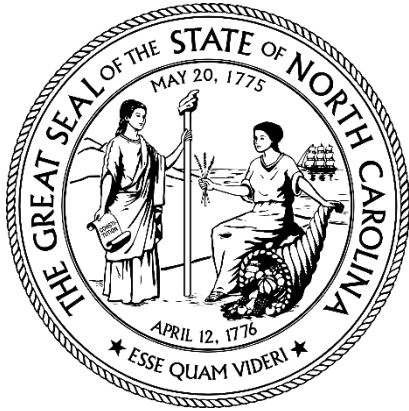
**Direct all inquiries concerning this RFP to:**

Victoria McAllister

Chief Procurement Officer

Email: [purchasing@uncfsu.edu](mailto:purchasing@uncfsu.edu)

Phone: 910-672-1082



## STATE OF NORTH CAROLINA

### Request for Proposal #

58-RFP250013

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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.**

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Vendor Name

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Vendor eVP#

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

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

<h2 style="margin: 0;">STATE OF NORTH CAROLINA</h2> <h3 style="margin: 0;">Fayetteville State University</h3>	
<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> Victoria McAllister Chief Procurement Officer Purchasing@uncfsu.edu	<b>Request for Proposal #: 58-RFP250013</b> <b>Proposals will be publicly opened: via MS Teams Link on March 25, 2025 at 11:30 A.M. ET. See Meeting Link in Section 2.4 RFP Schedule.</b>
<b>Using Agency: Fayetteville State University</b>	<b>Commodity No. and Description: 781118 - Passenger Road transportation</b>
<b>Requisition No.: N/A</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.

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

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

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

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

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

Proposal Number: 58-RFP250013

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

**VALIDITY PERIOD**

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

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

**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)**

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## **1.0 PURPOSE AND BACKGROUND**

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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 6,847 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 eight (8) residence halls on the main campus and one (1) student apartment complex across from the main campus comprising approximately 1500 beds available for students. The University has a 336-bed residence hall currently in construction.

The University is seeking proposals from qualified firms to provide shuttle service on Campus and to the Bronco Midtown Center and student apartment complex (UPA) across from the main campus. Shuttle service is to operate during the spring semester on a continuous rotating cycle, Monday through Friday 7:00 am – 9:00 pm, and Monday through Friday 8:30 am – 3:00 pm during the summer sessions.

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

### **1.1 CONTRACT TERM**

The Contract shall have an initial term beginning on the date of contract award (the “Effective Date”) and ending July 31, 2025.

At the end of the Contract’s initial term, the University shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for three (3) additional one-year terms for the 12 month period August – July. The University will give the Vendor written notice of its intent to exercise the option to renew by the end of the then-current term. In addition, the University reserves the right to extend a contract term 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:**

E-procurement fee is not applicable to this solicitation.

### **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	Day, Date and Time
Issue RFP	State	Monday, March 3, 2025
Hold Pre-Proposal Meeting	State	Friday, March 7, 2025 at 10:30 AM ET
Submit Written Questions	Vendor	Wednesday, March 12, 2025, by 5:00 PM ET
Provide Response to Questions	State	Tuesday, March 18, 2025 by 5:00 PM ET
Submit Proposals	Vendor	Tuesday, March 25, 2025 by 11:00 AM ET
Virtual Public Bid Opening	State	<p>Tuesday, March 25, 2025 at 11:30 AM ET</p> <p><b>Virtual Public Bid Opening MS Teams Link</b>  <b>Microsoft Teams <a href="#">Need help?</a></b>  <a href="#">Join the meeting now</a>  <b>Meeting ID: 234 524 717 717</b>  <b>Passcode: S9qF6mm2</b></p> <hr/> <p><b>Dial in by phone</b>  <b><a href="#">+1 910-491-9484,,537858292#</a> United States, Fayetteville</b>  <a href="#">Find a local number</a>  <b>Phone conference ID: 537 858 292#</b>  <b>Join on a video conferencing device</b>  <b>Tenant key: uncsu@m.webex.com</b>  <b>Video ID: 119 167 704 8</b>  <a href="#">More info</a>  <b>For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a></b></p>  <p><b><a href="#">Org help</a>   <a href="#">Privacy and security</a></b></p> <hr/>
Contract Award	State	TBD

## 2.5 PRE-PROPOSAL CONFERENCE

**Mandatory** Pre-Proposal Conference

Date: **Friday, March 7, 2025**

Proposal Number: 58-RFP250013

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

Time: 10:30 AM Eastern Time

Location:

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

### [Join the meeting now](#)

Meeting ID: 289 355 999 232

Passcode: nQ2DC72P

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### Dial in by phone

[+1 910-491-9484,,792116368#](#) United States, Fayetteville

[Find a local number](#)

Phone conference ID: 792 116 368#

### Join on a video conferencing device

Tenant key: uncfsu@m.webex.com

Video ID: 116 524 551 6

[More info](#)

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



[Org help](#) | [Privacy and security](#)

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

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

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

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

## 2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [purchasing@uncfsu.edu](mailto:purchasing@uncfsu.edu) by the date and time specified above. Vendors should enter “58-RFP250013: 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.

## 2.7 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.

**All proposal responses shall be submitted electronically via the University’s Bonfire Portal). Please see link below:**

<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 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.

## 2.8 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. This should include vendor experience and qualifications as outlines in Section 4.5 and a technical approach as outlined in Section 5.4**
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.9 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-RFP250013 [Vendor Name]”. 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:

- BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the University.
- BUYER:** The employee of the University that places an order with the Vendor.
- CONTRACT LEAD:** Representative of the University who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the University and who will administer this contract for the University.
- ET:** Eastern Time Zone
- FSU:** Fayetteville State university
- NC BIDS:** The North Carolina Business Invitation Delivery System provides vendors the opportunity to submit bid responses electronically.
- QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- RFP:** Request for Proposal
- STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

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

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

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

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

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

### **3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to

further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

### 3.4 EVALUATION CRITERIA

**BEST VALUE:** "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 Technical Approach
2. Vendor Qualifications
3. Vendor Experience
4. Pricing

### 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**

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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**

Proposals shall reflect line by line breakdown of the services provided by said vendor and the flat total price must be provided at the end of the line-item breakdown on the proposal.

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

#### **4.2 INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. Invoice pricing must be an exact match to the accepted proposal. 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.

#### **4.3 FINANCIAL STABILITY**

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

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

#### **4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those

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

#### 4.5 VENDOR EXPERIENCE and QUALIFICATIONS

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

#### 4.6 REFERENCES

Vendor shall provide at least five (5) verifiable references, using ATTACHMENT E: CUSTOMER REFERENCE FORM. Three (3) references must be for university campuses that vendor specifically worked on residence life assessments and the remaining two (2) must be university related. Vendor should include scope of the project and outcomes on the reference form. All projects must have been completed within the past seven years.

The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

#### 4.7 BACKGROUND CHECKS

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, proceeding, 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.

##### 4.7.1 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 the 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.

**4.7.2 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, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

**4.7.3 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.

**4.7.4 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.

**4.7.5 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

**4.8 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the

performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

**4.9 VENDOR’S REPRESENTATIONS**

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

**4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

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

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

**5.1 GENERAL**

The University is seeking proposals from qualified firms to provide shuttle service on Campus and to the Bronco Midtown Center and student apartment complex across from the main campus. Shuttle service is to operate during the spring semester on a continuous rotating cycle, Monday through Friday 7:00 am – 7:00 pm, with a minimum of two buses and one bus Monday through Friday 9:00 am – 3:00 pm during the summer sessions.

Vendor’s are encouraged to provide alternative proposal that show costs to provide as needed bus support consistent with the University’s demand. More details regarding what is expected of the alternate proposal will be outlined at the Pre-Offer conference.

**5.2 SPECIFICATIONS**

The scope of shuttle service desired is as follows:

**PRIMARY SHUTTLE SERVICE**  
**(To be quoted as the BASE TERM)**

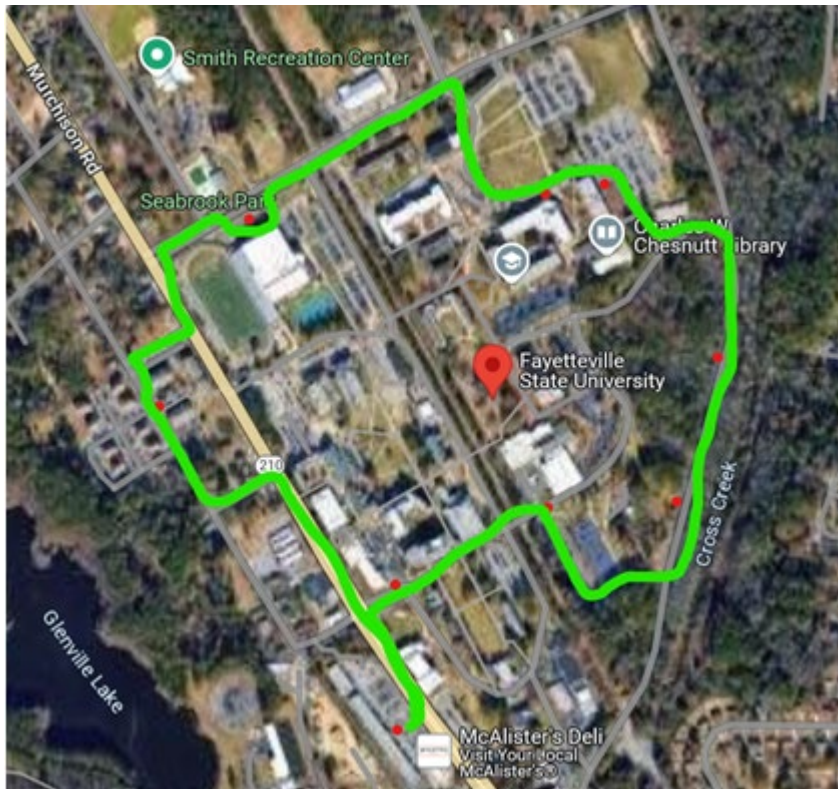
Initial Contract period Mid-March – July, 2025:				
Semester/Term	Day	Schedule	Route	Vehicles

Spring 2025 (3/31/25 - 5/9/25)	Monday - Fridays	7:00 am – 7:00 pm	Continuous loop around campus and Bronco Midtown and University Apartment. Stopping at 9 designated stops as indicated in drawing below.	One minibus, 12+ passengers with ADA accessibility with a 2 <sup>nd</sup> minibus during peak hours of 9:30 am – 4:00 pm
Summer Session (6/2/25 – 7/29/25)	Monday - Fridays	9:00 am – 3:00 pm	Continuous loop around campus and Bronco Midtown and University Apartment. Stopping at 9 designated stops as indicated in drawing below.	One minibus, 12+ passengers with ADA accessibility

**FUTURE SHUTTLE SERVICE**  
(To be quoted as the RENEWAL TERM)

<b>Optional Renewal period Aug – July:</b>				
<b>Semester/Term</b>	<b>Day</b>	<b>Schedule</b>	<b>Route</b>	<b>Vehicles</b>
Fall Semester - 16 weeks (Mid Aug – Mid December)	Monday - Fridays	7:00 am – 7:00 pm	Continuous loop around campus and Bronco Midtown and University Apartment. Stopping at 9 designated stops as indicated in drawing below.	Two minibuses, 12+ passengers with ADA accessibility
Spring Semester – 16 weeks (Mid Jan – Mid May)	Monday - Fridays	7:00 am – 7:00 pm	Continuous loop around campus and Bronco Midtown and University Apartment. Stopping at 9 designated stops as indicated in drawing below.	Two minibuses, 12+ passengers with ADA accessibility
Summer Session – 8 weeks (June – July)	Monday - Fridays	9:00 am – 3:00 pm	Continuous loop around campus and Bronco Midtown and University Apartment. Stopping at 9 designated stops as indicated in drawing below.	One minibus, 12+ passengers with ADA accessibility

**Proposed Bus Route:**



\*Red dots represent drop off and pick up locations.

**Proposed Shuttle Service and Route:** The proposed shuttle service and route above is only meant to convey what we think the demand will be for transporting students around campus and not what the actual frequency will be. Said frequency will be determined once contracted vehicles have an opportunity to run the route, board a group of students, and transport them around campus. Said frequency will be set at the maximum frequency that can be accomplished safely and not the minimum frequency. Thus, the University reserves the right to increase the shuttle service frequency to the maximum number that can be done safely, while retaining the same overall cost, as long as the hours of service remain the same.

The University also reserves the right to alter, and/or add to, the shuttle service destinations as long as said revisions, and/or additions, is within a 1-mile radius of the University and, the inclusive times of said service remain the same, i.e. Monday – Friday 7:00 am to 7:00 pm.

Said shuttle service is considered an essential University service and thus must have contingencies in-place to continue said 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) and 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 said service and factored into respondent proposal calculations.

**Continuity Of Service**

For continuity, consistency and ease of vehicle identification, the service provider is to use the same bus (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.

Bidder is to provide a photo of vehicle exterior and interior, of the vehicle(s) associated with submitted bid. Said photos should include a minimum of one photo that's 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.

**Required Reporting:**

Daily Passenger Count Logs which will reflect the number of passengers boarding and disembarking the vehicle(s) as each specific shuttle stop location. Daily Passenger Count Logs are to be turned into Fayetteville State University, contract administrator, on a weekly basis, the first business day of each week.

**Vehicle/Driver Requirements:**

- a. Contractor (and any subcontractor) is 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 Contractor prior transporting students and/or university employees.
- d. Drivers must wear company uniform while in operations of 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 cable of transporting the desired number of passengers outline above based upon service type, i.e. base term and optional On-Demand, one passenger per seat.
- g. Vehicles are clean and have properly operating climate control system for passengers and electronic means to communicate with driver
- h. Vehicle is equipped with the following standard equipment: one seat per passenger, overhead lights, climate controls and passenger overhead, and/or below seat storage.
- i. Vehicle must have geographical tracking device by which potential passengers can track the bus progress in real time. Said program/service must also have the capacity for the University to go back within a seven-day period minimum and verify the bus exact location by day/date and time.
- j. Vehicle must 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. Said camera must have sufficient capacity to capture and storage 7 days of said media and, a convenient means by which said media can be downloaded and transferred to the University for legal/lawful official usage.
- k. 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.
- l. Any vehicles parked on-campus associated with said service, e.g. contracted vehicle, drivers POVs, and/or etc, must have an University parking permit which can be purchased at owner expense from Fayetteville State University Campus Police, Public Safety and Traffic Management. Contractor and contractor employees must comply with all University parking and traffic management rules, regulations and instructions.

**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.

**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.

## 6.0 CONTRACT ADMINISTRATION

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

### 6.1 CONTRACT MANAGER

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:	

### 6.2 POST AWARD PROJECT REVIEW

The Vendor, at the request of the State, shall be required to meet *periodically on an agreed upon frequency* 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 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

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

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

## **6.6 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

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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 COST PROPOSAL**

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Vendors shall provide their pricing cost proposal labeled ATTCHMENT A using the document on Pg. 23.

#### **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://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

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

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

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

#### **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

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

#### **ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

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

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

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

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

#### **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

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

**ATTACHMENT A: PRICING**

	Monthly Shuttle Cost (Base Term)	Monthly Shuttle Cost (O1)	Monthly Shuttle Cost (O2)	Monthly Shuttle Cost (O3)
Pricing for Campus Shuttle Services as outlined in Section 5.0 Specifications and Scope of Work				
No of Months	3	12	12	12
Term Total				