



STATE OF NORTH CAROLINA

WESTERN CAROLINA UNIVERSITY

Request for Proposal #: 73-RFP00683

DESCRIPTION: Charter Bus Services

Date of Issue: 02/29/2024

Proposal Opening Date: 03/13/2024

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Wil Bryan

Purchasing Specialist

Email: wbryan@wcu.edu

Phone: 828-227-3127



STATE OF NORTH CAROLINA

Request for Proposal

73-RFP00683

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://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA
WESTERN CAROLINA UNIVERSITY
PURCHASING DEPARTMENT
301 H F ROBINSON BLDG
CULLOWHEE, NC 28723**

Refer ALL Inquiries regarding this RFP to:

Wil Bryan
Purchasing Department
Western Carolina University
Phone: 828-227-3127
Fax: 828-227-7444
Email: wbryan@wcu.edu

Request for Proposal #: 73-RFP00683

Proposals will be publicly opened: 03/13/2024 @ 2:00PM ET

Using Agency: Western Carolina University

Requisition No.: Not Assigned

Commodity No. and Description:

Charter bus service

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.

Proposal Number: 73-RFP000683

Vendor: _____

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:

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 Western Carolina University)

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1.0 PURPOSE AND BACKGROUND

Western Carolina University is seeking proposals to enter into an agreement to provide Charter Bus Services to our Music Department. WCU is seeking to establish a contract for charter bus services for the University using following:

It is the intent of the University to award one contract for this trip.

The University, therefore, is seeking to obtain competitive proposals via this Request for Proposal (RFP) document.

TIMEFRAME: Implementation of contract to begin upon award of the contract.

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

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

SCOPE OF SERVICES

1. Contractor must provide charter bus services for trips with destinations exceeding a 125-mile radius from the University's main location in Cullowhee NC, or trips that have more than 25 passengers, or are overnight.
2. Contractor must provide bus drivers that meet all applicable Department of Transportation requirements
3. Contractor will be responsible for the bus driver's hotel accommodations and charges
4. The bus shall report no less than one (1) hour prior to scheduled departure time. The contractor must notify the University within a reasonable time if it is unable to arrive by the scheduled departure time
5. The contractor shall agree and understand that the University shall make every attempt to provide the contractor with at least two weeks advance notification of the exact departure time for bus transportation. The athletic schedule is included in a separate Excel document.
6. Cost of all replacement transportation is responsibility of the contractor. The contractor should provide detailed breakdown procedures, including but not limited to:
 - a. Timeliness for a breakdown, local and non-local
 - b. How replacement vehicles are managed
 - c. Etc.
7. The contractor shall ensure both the interior and exterior of all vehicles are maintained in a clean condition
8. The contractor shall pay all moving or traffic fines and penalties, and any fines assessed which are caused by mechanical failure
9. The contractor is responsible for compliance with the Americans with Disabilities Act (ADA)
10. The contractor must maintain minimum Auto Liability Insurance of no less than \$5,000,000
11. The contractor must demonstrate prior experience working with college programs
12. If contractor cannot provide its service for a specific trip due to scheduling conflicts, or when a specific service is needed (e.g., sleeper bus), the University may make arrangements with another vendor outside of this agreement.
13. Western Carolina University is currently reviewing the possibility of providing a secure area for one or two of the awarded contractor's buses to be parked. Contractor should state if this benefit is preferred or not. Please note that the University is not responsible for any maintenance or damages to the bus(es).
14. All contractors who submit a proposal agree to possible unscheduled site visits by university representatives.
15. Contractor should list any additional safety measures/equipment that they provide on their buses (i.e. cameras, etc.)

Vehicles to be provided under this agreement should include:

56-Passenger Coach

Age: 10 years or less

Full reclining seats with arm rests and foot rests

TV monitors with DVD

Enclosed under carriage storage with locks

Secured overhead storage

CD stereo system

WI-FI & Satellite

Power and/or USB outlets

Operating heating and A/C system

Restrooms

Front kneeling capacity or retractable step

Fire extinguishers

First Aid Kit

No smoking policy

Public address system

- Fuel surcharge (if applicable) – offeror will explain if and when the University will be responsible for a fuel surcharge

Less than 56-Passenger Buses:

Fire extinguishers

First Aid Kit

No smoking policy

- Fuel surcharge (if applicable) – offeror will explain if and when the University will be responsible for a fuel surcharge

All vehicles provided under this agreement should be owned or leased by the bidder. If in an emergency, subcontracting must occur, the subcontractor must meet the same excellent standards provided by the bidder. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. 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). All motor coaches/vehicles provided must be in excellent physical and mechanical condition and meet all Federal Highway Administration and North Carolina Department of Transportation (DOT) regulations. The exterior of the bus must present an excellent appearance, well painted and clean with no signs of damage. The interior of the bus must be a non-smoking environment, clean with upholstery and flooring in excellent condition. The restrooms must be clean, well maintained, odor-free and completely functional at all times. All heat, air conditioning, seats and audio/visual equipment shall be fully functional and in excellent operating condition.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this 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 Deliverables.

Vendor warrants 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.

- List any and all additional incentives to be offered (i.e. Sponsorship, Signing/Re-signing Bonus, air to ground transportation brokerage services, etc.)

ALL MOTOR COACHES TO HAVE THE SAME EXTERIOR PAINT THEME / AND INTERIOR AMENITIES.

All motor coaches used in the performance of any trip under this agreement shall be fully licensed to provide charter bus service through all states and territories traveled.

Contractor is required to furnish drivers with detailed, accurate directions to all destinations and return as well as verifying all trips with the authorized University liaison prior to dispatch. The University will not be responsible for any trips or charges which are not confirmed prior to dispatch. The driver must be familiar with the designated routes so as to prevent any delays and extra miles logged due to driver error beyond a reasonable mistake. Drivers to be aware of any road construction and chart alternative routes to avoid delays.

An additional driver must be provided for long trips exceeding the Federal DOT allowable driving hours for one driver.

Drivers must be qualified, licensed and professional. They must have a valid commercial driver's license to operate a motor coach for hire in the United States, meet all DOT standards (federal and state), have passed all required testing, and have a good driving record. All drivers' credentials shall be available for review by the University prior to an award and prior to each trip. The University shall have the authority to reject any driver that it deems unacceptable. The driver must open lower storage doors, assist with packing and unpacking and if requested, drop group off at destination before parking.

Drivers must have radio, cellular and pager communication or other methods for immediate communication to contact assistance or law enforcement that is acceptable to the University.

WCU is seeking to establish a contract for charter bus services for the University. The price bid must cover all expenses as the University will not reimburse separately for any of the following:

- Driver lodging
- Driver meals and incidentals
- Driver exchange
- Wi-Fi or any other mandatory equipment item

The contractor must have available on-road service arrangements and/or an acceptable replacement vehicle(s) in the event of an accident or mechanical failure. Any additional costs incurred by the University to obtain alternate transportation as a result of the contractor's inability to complete the trip as required will be deducted from any amount due the contractor.

Contractor must provide a current copy of their Certificate of Insurance.

The award vendor must name Western Carolina University and its Board of Trustees as additional insured and the certificate must be received and approved before commencement of operations. Insurance coverage must meet the requirements established by North Carolina and Federal Highway Administration. Assigned subcontractors must comply with the same insurance coverage and shall secure the same Certificate of

Insurance. Each policy and respective Certificate of Insurance shall expressly provide that no less than thirty (30) days prior written notice shall be given to the University Purchasing Department in the event of material alteration, cancellation, nonrenewal or expiration of the coverage contained in such policy or evidenced by such Certificate of Insurance. It will be the contractor's responsibility to assure all subcontractors are in compliance with the requirements of this RFP.

Vendor must be capable of demonstrating proposed equipment within seven (7) consecutive calendar days after notification at no additional cost to the University. If required, this will be a comprehensive demonstration at a site designed by the University with hands-on participation by the University operators if necessary. Bids which fail to comply with this requirement may be subject to rejection.

Scheduling, including estimated departure and arrival times are provided herein. Adjustments in departure and arrival times may be made up to within the day prior to travel.

Trips are subject to cancellation due to unforeseen circumstances. When this occurs, University personnel will strive to notify the contractor as soon as possible. In cases where cancellation of a trip occurs at least four (4) hours before embarking or before the driver has been dispatched, there will be no trip and/or penalty charges assessed.

Should the contractor arrive more than thirty (30) minutes behind schedule, all charges related to obtaining other transportation necessary to meet the group's itinerary either by University personnel or the contractor, will be the responsibility of the contractor.

Contractor must have documented experience in the charter bus service business.

Prices bid by charter operators should not include highway tolls, bridge tolls or airport fees. These costs are to be invoiced at actual cost, in addition to charges.

WCU reserves the right to make partial or multiple awards: where it is advantageous to award separately by sport or groups.

PROPOSAL REQUIREMENTS

The following must be provided with the proposal:

The number of years in the charter bus business.

A list of buses in fleet with age and capacity

A complete list of all employees including name, job title and years with the company. This must include management, administration, drivers, mechanics and support staff. Driver list must show Commercial Driver's

License (CDL), physicals, first aid, Defensive Driving Course (DDC), accident and violation history, and all related details.

Should have a satisfactory rating from FMCSA/DOT.

Copy of U.S.DOT Satisfactory Rating and DOT number.

\$5 Million Dollars minimum in liability Insurance

Copies of insurance policies.

A list of subcontractors used with a Certificate of Liability for each.

Copies of all I.F.T.A. (International Fuel Tax Agreement) and S.S.R. (Single State Registration).

Company handbook, employee manual, on-site instructional manual for emergencies, and other documentation that describes in detail how company operates particularly in relation to driver and vehicle operations, training and safety.

Contingency plans for breakdowns.

All support services and resources available, such as cooperative agreements with other bus companies, memberships in American Bus Association, N.C. Motor Coach Association and National Safety Council.

All license certificates.

References (including contact persons and telephone numbers) for:

- Banking Services
- Insurance Companies
- Suppliers
- Customers (a minimum of five (5) for whom similar services have been provided)

1.1 CONTRACT TERM

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

Contract only applies to trips listed in this bid.

2.0 GENERAL INFORMATION

Vendors are to reply to this bid in accordance with section 2.6 of this bid.

Western Carolina University reserves the right to award the entirety of this bid to a single vendor or split and award individual trips to different vendors.

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 may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.~~

General information on the E-Procurement Services can be found at: <http://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	02/29/2024
Submit Written Questions	Vendor	03/06/2024 by 10:00am
Provide Response to Questions	State	03/07/2024 by 5:00pm
Submit Proposals	Vendor	03/13/2024 by 2:00pm
Contract Award	State	03/21/2024

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 wbryan@wcu.edu by the date and time specified above. Vendors should enter "RFP # 73-RFP00683: 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 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.

SUBMISSION INSTRUCTIONS – MAILED COPIES WILL NOT BE ACCEPTED

SEE SECTION 4.0 REQUIREMENTS FOR SUBMISSION INSTRUCTION

Attempts to submit a Bid via mail, facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this RFP will not be accepted.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

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

2.7 PROPOSAL CONTENTS

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

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

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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 #____". 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.

2.11 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, 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 uploaded in Bonfire 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 the name of the Vendor and total cost offered may be announced. 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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

The State shall review all Vendor responses based on criteria listed in section 3.4.

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

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

3.4 EVALUATION CRITERIA

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

- Pricing
- Adherence to Specifications
- Past Experience
- Completion of Attachments in this RFP

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.

To be considered, responding agencies shall have at a minimum (but not limited to) the following:

- *Must upload RFP in a timely manner with all sections requiring responses completed and document signed.*
- *Detailed pricing for the services provided in the Scope of Services as well as a summary on the Cost Response Form.*

****Proposals must be submitted electronically at:**

<https://wcu.bonfirehub.com>

4.1 PRICING

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

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The 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. 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.

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

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

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 three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

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

4.8 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

- See (ATTACHMENT A: Cost Response)

5.2 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.

5.3 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 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 (define roles and responsibilities).

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

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.

6.5 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.

6.8 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.

6.9 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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****IMPORTANT NOTICE******RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: COST PROPOSAL

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

Day trip from Cullowhee, NC to Enka High School, Candler, NC	Cost
<p>Saturday, September 28</p> <p>Itinerary: Cullowhee to Enka HS Candler NC (round trip)</p> <ul style="list-style-type: none"> September 28 – 9am Depart Cullowhee September 28 – 11pm (estimate) Arrive in Cullowhee <p>There and back – no overnight</p> <p>10 (Ten) – 44 passenger school buses</p>	
<p>October 7</p> <p>Itinerary: WCU to McEachern HS, Powder Springs, GA (round trip)</p> <ul style="list-style-type: none"> October 7 - 12pm Depart Cullowhee October 8 – 2am (estimate) Arrive in Cullowhee <p>There and back – no overnight</p> <p>9 – 56 passenger coach buses</p>	
<p>October 24 – 27</p> <p>Itinerary: WCU to St. Louis, MO (round trip)</p> <ul style="list-style-type: none"> October 24 – 5:00am Depart Cullowhee October 27 – 10:00pm (estimate) Arrive in Cullowhee <p>Leave Thursday morning, Return Sunday evening – 3 nights</p> <p>9 – 56 passenger coach buses</p>	

Western Carolina University reserves the right to award the entirety of this bid to a single vendor or split and award individual trips to different vendors.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: 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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

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