



STATE OF NORTH CAROLINA

North Carolina Agricultural & Technical State University

Request for Proposal #: 59-P2378

University Shuttle Service

Date of Issue: September 11, 2023

Proposal Opening Date: October 10, 2023

At 3:00 PM ET

Direct all inquiries concerning this RFP to:

Tesca Kinard

Procurement Specialist

Email: tkinard@ncat.edu



STATE OF NORTH CAROLINA

Request for Proposal

59-P2378

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

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
<https://ncat.bonfirehub.com/portal/?tab=openOpportunities>**

STATE OF NORTH CAROLINA
Division of N.C. A&T State University

Refer <u>ALL</u> Inquiries regarding this RFP to: Tesca Kinard ttkinard@ncat.edu	Request for Proposal #: 59-P2378
	Proposals will be publicly opened: October 10, 2023 @ 3:00 PM ET
	Commodity No. and Description: University Shuttle 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.

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 120 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

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

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

The attached certification, by _____.

(Authorized Representative of N.C. A&T State University Procurement Specialist)

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1.0 PURPOSE AND BACKGROUND

North Carolina A&T State University Parking and Transportation Services is interested in outsourcing the Aggie Shuttle bus services. The outsourcing includes the on and off campus bus routes, drivers, maintenance, vehicles and fuel. The Aggie Shuttle bus service provides on and off campus transportation to students, faculty and staff. Additional options may be available for outsourcing the services. The University may consider leasing or selling its current shuttle fleet if applicable. The awarded vendor will be expected to start shuttle service January 2024.

As a public, high-research activity land-grant university, N.C.A&T is a research, engine, education center and economic catalyst serving not only this state, but the nation. With students drawn from nearly every state in America, and six continents around the world, our educational impact is as broad and deep as any university in the Southeastern United States. We are not only America's top-rated historically black university (HBCU), but its largest for seven consecutive years, as well as its leading HBCU STEM institution. We produce more African American engineers and agricultural scientists than any university in the nation and are home to the top public HBCU business school in the country.

N.C. A&T has grown substantially over the past decade in enrollment, in academic programming and in research capabilities, adding four new centers of excellence in the past year alone. And we are nowhere near done. Our relentless implementation of a visionary strategic plan has expanded to an enrollment of more than 14,000, recently added important facilities like the \$90 million Engineering Research and innovation Center and soon a new 450-bed residence hall and grow our research program through expansion of strategic partnerships with a broad range of federal agencies and private concerns. We encourage you to get to know N.C. A&T, and what may be possible for your organization in relationship with North Carolina A&T State University.

BACKGROUND

N.C. A&T's shuttle service was launched in 1997 and carries approximately 250,000 passengers annually. The service connects on and off campus housing, parking lots, administrative buildings, and the campus farm. The anticipated projected hours are 12,445 annually. The N.C. A&T fleet is currently comprised of 15 branded shuttle buses, (five 14 passenger, six 24 passenger, one 26 passenger, two 28 passenger, and one 8 ADA compliance passenger van) with the most current fuel alternatives.

The services include:

Six weekly routes operating five (5) days a week, Monday-Friday from 7:00 AM – 2:30 AM with off campus routes ending at 11:00 PM.

The weekends (Saturday and Sunday) operating hours are from 9:00 AM – 7:00 PM only for off campus housing routes.

Shuttle service does not operate during the summer. Please refer to the provided Academic Calendar link as it updates per Fall and Spring Semester - <https://www.ncat.edu/registrar/academic-calendar-pdfs/fall-23-24-academic-calendar.pdf>.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of **three (3)** years, beginning on the date of final Contract execution (the "Effective Date"). Actual shuttle services will begin January 2024.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to **two (2)** additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than **ninety (90)** days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

1.2 GOVERNING LAW:

This Agreement shall be construed, governed, and enforced by and in accordance with the laws of the State of North Carolina. Each party expressly consents to the jurisdiction of the State and federal courts in Guilford County, North Carolina without regard to any conflict of law provisions.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	September 11, 2023
Mandatory Bidder Conference	State	September 25, 2023 at 10:00 AM
Submit Written Questions	Vendor	September 29, 2023 by 12:00 PM ET
Provide Response to Questions	State	October 3, 2023 by 5:00 PM ET
Submit Proposals	Vendor	October 10, 2023 by 3:00 PM ET

Response Evaluation	State	October 16, 2023
Fleet Site Visit & Presentation	State and Vendor	October 16-20, 2023
Contract Award	State	October 26, 2023

2.5 PRE-BID CONFERENCE

Mandatory Pre-Bid Conference

Date: 09/25/2023
Time: 10:00 AM Eastern Time
Location: N.C. A&T State University
1601 E. Market Street
Dowdy Building Ste 200
Conference Room Number 210
Greensboro, NC 27411
Contact #: 336-285-2978

Instructions: It shall be MANDATORY that a representative from each Vendor be present for the pre-bid conference. Attendees must arrive promptly All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE PRE-BID CONFERENCE, NOR SHALL THEIR BID 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 BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this conference 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 or conference. 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 conference, 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 and any resulting contract.

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 **BONFIRE PORTAL** by the date and time specified above. Vendors should enter "**RFP # 59-P2378: 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 Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 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.

Electronic address for delivery of Bid Proposal
https://ncat.bonfirebub.com/portal/?tab=openOpportunities

Bonfire Support Team can also be contacted by calling 1-800-354-8010 Ext 2. Support by phone and email is provided Monday – Friday from 8:00 AM – 8:00 PM EST

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. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed version of ATTACHMENT H: VENDOR BACKGROUND AND EXPERIENCE
- l) Completed version of ATTACHMENT I: FLEET PROPOSAL
- m) Completed version of ATTACHMENT J: PROJECT ORGANIZATION
- n) Completed version of ATTACHMENT K: TECHNICAL APPROACH
- o) Completed version of ATTACHMENT L: REPORTS

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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 a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items or to cancel this 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 Vendors 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

Proposals meeting the screening criteria will then be evaluated as follows:

- **BACKGROUND AND EXPERIENCE – (25 Points)**
- **FLEET PROPOSAL – (20 Points)**
- **PROJECT ORGANIZATION– (30 Points)**
- **TECHNICAL APPROACH – (115 Points)**
- **REPORTS – (10 Points)**
- **REFERENCES – (5 Points)**
- **FLEET SITE VISIT – (20 Points)**
- **PRESENTATION – (10 Points)**

Total Technical Points Available = 235

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

Price (30 Maximum Points)

The lowest price receives the maximum points and each other proposal receives a percentage of the maximum, based on a comparison of that proposal price with the lowest price.]

Example: The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of XX. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$30 \times \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

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 answers period in accordance with the Proposal Questions Section above.

Vendor shall provide the following:

- Must have a minimum of 16 Vehicles not older than 2019 to provide services herein.
- Must be able to provide services for a minimum of six routes
- All drivers must meet all applicable Federal Transit Administration requirements for vehicle operation.
- Must be able to provide services for 100 special shuttle events annually, e.g., (Athletic sporting events, Airport and Train shuttle, tours and local shopping.
- Provide all drivers with training that includes features of the vehicle to be used, including accessibility features and to operate disability lift equipment)
- Must conduct background checks on all drivers and personnel assigned to the campus location.
- The Contractor must have an operator/safety program.
- The Contractor must be able to provide reports on a daily, monthly and annual basis.

VEHICLE SPECIFICATIONS

- All vehicles must have low or no emissions
- Must be low floor or no step vehicles
- All vehicles must be ADA Compliant – e.g., (Wheelchair accessible, inclusive of ramps and safety restraints in all fixed route vehicles)
- Vehicles may not be longer than 35 feet

OFFICE LOCATION

- Must have or obtain a local office in Greensboro and a place to store fleet.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and inclusive of all applicable charges for labor, materials, vehicles, fuel, insurance, 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. Price proposals shall be based on an hourly rate. The hourly rate shall be all inclusive e.g., (vehicles, services, labor, equipment, materials, administrative and other cost).

- Option 1 Pricing – If vendor provides all vehicles and services up to 12445 hours
- Option 2 Pricing – If vendor purchases university vehicles and des services based on 12445 hours
- Option 3 Pricing – If vendor lease University vehicles for 12, 24 and/or 36 – months and provide services based on 12445 hours.

4.2 INVOICES

The University shall issue a purchase order number to the vendor. The vendor shall invoice and reference the purchase order number on the invoice(s) that pertain to the services under this solicitation. 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:

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

***ALL INVOICES MUST BE SENT TO**

Email Address: NCAT.Invoices@trustflowds.com

OR

North Carolina A&T State University
PO Box 3986
Scranton, PA 18505
United States

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 BACKGROUND AND 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 an organization chart of the executive, managerial, legal and professional personnel that will be responsible for an account with the University. Vendor shall provide a list of higher education or companies that it has provided or currently provides similar services over the previous three years. This information shall include the number of buses in operation at the site, number of drivers, number of years providing service, and the number of routes. **VENDOR SHALL RESPOND WITH THIS INFORMATION AS ATTACHMENT H: BACKGROUND AND EXPERIENCE.**

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

4.7 BACKGROUND CHECKS

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 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.

The University reserves the right to approve the individual assigned as supervisor. The account supervisor responsibilities will include responding to and investigating any and all accidents, but are not limited to, monitoring of schedule adherence, e.g., reckless operation, and on-time route compliance, dispute with a student/employee, being rude to riders, and other issues deemed by the University in its sole discretion. This supervision will include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., ID Badge verification, driver safety and passenger relations). The account supervisor is expected to address employee and service performance immediately. If there is an issue with an employee or the performance of equipment, it is expected that the Contractor will have its account supervisor visit to address and correct the issue immediately after the incident. The University also reserves the right to conduct similar investigations and adherence checks of its own without notice to ensure Contractor's compliance with the terms of the Agreement. The Contractor shall provide all personnel e.g. (bus drivers and supervisors) a company cell phone and/or radio for communication with the University and/or contractor in case of an emergency. The account supervisor should be available on a daily basis and check in with designated University individual every morning to update about any service issues. **VENDOR SHALL PROVIDE INFORMATION RELATING TO PERSONNEL AS APART OF ATTACHMENT J: PROJECT ORGANIZATION.**

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 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

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

- a) **Employer's Liability** **\$500,000.00**
- b) **Commercial General Liability** **\$1,000,000.00** Combined Single Limit
- c) **Automobile**
 - \$500,000.00** Bodily injury and property damage
 - \$500,000.00** Uninsured/under insured motorist
 - \$5,000.00** Medical payment

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL SERVICE SPECIFICATION

Contractor will provide the following services to university based on a minimum of 12,445 projected hours.

- 5.1.1 Contractor will purchase and operate a minimum of sixteen (15) vehicles (as outlined below). Contractor will be responsible for ensuring that all shuttle buses are ADA compliant at all times during the term of the Agreement. The Contractor must ensure that such buses have a minimum capacity of 14 passenger, 24 passenger, 26 passenger, 28 passenger, and 8 passengers. The University has the right to approve or disapprove any proposed buses to be purchased by Contractor;

The contractor may begin service on the date designated by the University, with a starter fleet of existing buses that are agreed upon by the University.
- 5.1.2 Contractor shall provide hours of service operation and route as stated in Section 1.0: Background, paragraphs 1 and 2.
- 5.1.3 Contractor shall be a vehicle-for-hire operator and must obtain all required North Carolina licenses and permits to operate within the scope of this contracted service.
- 5.1.4 The Contractor shall furnish all vehicle operators, mechanics, dispatchers, supervisors, administrative personnel, and other personnel services necessary for providing the transportation service in accordance with this contract. Operators of vehicles will be properly trained and licensed.

Minimum Vehicle and Equipment Requirements

- 5.1.5 Each vehicle will display LED route signage that designates the route being run by that vehicle. This is usually located at the top of the vehicle **(Must be approved by the Associate Vice Chancellor for Campus Enterprises or a designee)**
- 5.1.6 All vehicles shall have interior lighting, and a full range of front, and side LED route designation signs.
- 5.1.7 All vehicles shall be no longer than 35 feet.
- 5.1.8 All vehicles shall be equipped with a Global Positioning System (GPS). The GPS system is to assist the contractor and University in determining which routes are on-schedule and which are late. The GPS system will provide time-stamps whenever vehicles arrive and depart designated shuttle stop locations.
- 5.1.9 The Contractor shall wrap all buses with the University name and logo. All art-work will have to be approved by the Office of University Relations. Contractor must comply with the University Graphic Standards available at: <https://www.ncat.edu/about/leadership/chancellor/university-relations/brand-standards-and-guidance/index.php> to familiarize yourself with the University Graphic Standards.
- 5.1.10 The University has created a Business Continuity Plan, in order to maintain the viability and integrity of the business and clinical operation should there be a disaster. This policy will be followed by the Contractor to manage any situation that significantly disrupts critical, important, or marginal business functions that have been defined as a disaster. Critical functional areas have been identified to

participate in this process and will continue to be addressed on an ongoing basis. Transportation service providers are a key element to this process. N.C. A&T Parking and Transportation Services will identify resources in the transportation industry that will allow the continuance of transportation services to students, staff, and visitors within this plan. The University may require the contractor to provide employee names and emergency contact data that may be necessary during the event of an emergency. During a university declared emergency or disaster when the shuttle bus service is suspended because of University closure, the University will not be obligated to pay for scheduled services on those days.

5.1.11 All additional service cost requests shall be at the contracted hourly rate.

Minimum Operators / Drivers Requirements - Contractor will certify that all operators/drivers meet the following qualifications and standards:

5.1.12 Continuous possession of a valid North Carolina Commercial Driver's License for the past three (3) years in compliance with applicable North Carolina laws and **regulations (NC General Statutes – Chapter 20 Article 2C)**

5.1.13 Must hold the required license for Class B CDL to operate shuttle bus

5.1.14 Must have an accident-free driving record for the previous two (2) years of employment e.g. (meaning minimal or no accidents, traffic violation, or license suspensions)

5.1.15 No history of misdemeanor convictions (for purposes herein, misdemeanor convictions shall not include Class C {or equivalent level misdemeanors for states other than North Carolina} misdemeanor convictions that are greater than three years old, other than Class C misdemeanor convictions for theft or assault) or felony convictions and not currently be subjected to outstanding warrants or arrest

5.1.16 Must pass all drug screen and alcohol testing with the Contractor's organization

5.1.17 Training: Shuttle drivers should undergo comprehensive training, covering vehicle operation, security and safety procedures, passenger assistance, emergency response protocols, and any other relevant topics.

5.1.18 Medical Requirements: Some university shuttle services may require drivers to pass medical examinations to ensure they are physically fit to perform their duties

5.1.19 Safety and Security: The contractor must have safety and security protocols in place; including emergency for passengers and drivers. All drivers must follow safety and security protocol procedures when necessary to ensure safety.

5.1.20 Vehicle Maintenance: University shuttles should undergo monthly inspections and maintenance to ensure they are in safe working condition.

5.1.21 Vehicles bodies, frames, and components shall be in sound condition and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal, and local governments. All mechanical, electrical, and hydraulic systems shall be maintained in proper working condition at all times.

5.1.22 Record Keeping: The university or shuttle service provider may need to maintain accurate records of driver qualifications, training, vehicle maintenance, and other documentation

5.1.23 Ability to read, write, and speak English.

- 5.1.24 All scheduled shuttle breaks need to occur away from the shuttle buses. All vehicles not in service shall display an "Out of Service" message, with all vehicles staging for breaks and lunch occurring away from shuttle stop and the surrounding areas. Bathroom breaks may be taken only at those designated stops with bus stop cut-outs, such as Obermeyer Parking Deck.
- 5.1.25 The Contractor will be required to have a name plate for each driver that operates the vehicles that displays their first and last name. The name plate should be displayed at the front of the vehicle above the windshield.
- 5.1.26 Bus drivers shall not engage in any activities that may distract the driver from operating the vehicle. Such activities may include but are not limited to use cell phones, iPods, texting, while on duty, including use via hands free devices. In addition, eating & smoking while on duty is not permitted. Even under an emergency scenario the driver is responsible for the safety of his/her passengers and vehicle.

Contractor will provide the following services to university:

- 5.1.27 If the University must change service hours at any time, the Contractor will be notified in written at least one week in advance. The University reserves the right to request modified schedules which it deems appropriate in conjunction with the approved Holiday schedule as published by the University.
- 5.1.28 Contractor shall provide to university by 6:30 AM ET each morning via email any out of service vehicles.
- 5.1.29 Daily Vehicle Inspection – Bus drivers must comply with the following vehicle inspections, noting any issues discovered and actions taken to address them. If any significant problems are found during the inspection, the driver should report them to the appropriate maintenance personnel or supervisor promptly.

Exterior Inspection:

- Check the condition of the tires, including tread depth and any signs of damage or wear
- Inspect all lights, including headlights, tail lights, turn signals, and brake lights
- Ensure that mirrors are clean, adjusted correctly, and securely attached
- Look for any damage or issues with body, such as dents, scratches, or loose parts

Interior Inspection:

- Check that all seats are securely fastened and free from damage or defects
- Inspect seatbelts for proper functionality and make sure they are accessible and in good condition
- Ensure that emergency exit windows and doors are working correctly and easily accessible
- Check the cleanliness of the interior and remove any debris or hazards

Safety Equipment:

- Verify the presence and conditions of safety equipment, such as fire extinguishers and first aid kits

Electronic Systems:

- Check dashboard indicators and warning lights to ensure they are working correctly
- Test the horn, windshield wipers, and other electronic components

HVAC:

- Check heat and air conditioning

Wheelchair Access:

- Ensure that wheelchair lifts or ramps are functioning properly

Fuel Level:

- Check the fuel level to ensure there is enough for the day's operations

5.1.30 All vehicles shall be cleaned and sanitized daily, prior to being placed into service. Vehicle exteriors and windows shall be washed at least two times per week. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors.

Programs, Schedules and Records – Contractor shall maintain the following programs, schedules, and records. The University reserves the right to request a copy of any/all documentation

5.1.31 All training records during the term of the contract for new hires.

5.1.32 Vehicle Preventative Maintenance Program (including scheduling and record keeping system).

5.1.33 Operator/driver Safety Awareness Program (including the company's safety records for the past three (3) years).

Note: Documentation for the above programs, schedules, and records to be provided upon written request of university within ten (10) working days after date of request.

Miscellaneous

5.1.34 Notices to the Contractor that impact service such as minor route changes or additional trips during peak periods caused by fluctuation in passenger counts, shall be given orally by University to the Contractor and shall be confirmed in writing by university within forty-minutes (45) minutes of the verbal notice.

5.1.35 **Hours** – Based on prior usage, the University anticipates that a Contractor will perform a total of 12,445 hours annually or approximately 1244.50 hours per month to provide the services herein. However, based on the University's need and discretion, more or less hours may be required by the Contractor. The Contractor shall be paid based on the actual number hours of work performed each month.

5.1.36 **Identification** - The Contractor will be responsible for displaying route signs on vehicles in a location that is easily readable by people outside the vehicle.

5.1.37 **Marketing and Public Relations** - The University Relations Office and/or the Associate Vice Chancellor for Campus Enterprises or a designee shall be the only person(s) to provide information publicly or privately regarding any matter related to University Parking and Transportation Services.

5.1.38 **Inspection** - The University may inspect the vehicles at any time. All determinations by university as to the appearance, cleanliness and condition of a vehicle shall be final; however, the Contractor shall not be relieved of its duty to maintain the vehicles in a safe and sound condition. All vehicles must be approved by university prior to initiation of service.

5.1.39 **Uniforms and Name Tags** - Contractor shall require that all operators/drivers wear a standard uniform of neat appearance while on duty and nametag that list both the first and last name of the vehicle operator/driver. The Contractor shall ensure that the operator's and drivers' appearance present a positive public image at all times while on duty.

5.1.40 Shuttle Route & Schedule

During a majority of the year the University will follow shuttle routes as established by Parking and Transportation Services.

5.1.41 The Contractor must notify the University within 15 minutes of any type

of failure e.g., mechanical, equipment, no show and traffic accidents.

- 5.1.42 In addition, if it becomes a pattern that contractor has three (3) violations of equipment, mechanical failure, no show and traffic accidents of our ridership on a consistent basis each month, then an adjustment shall be assessed for the 3rd or more occurrence in a twelve (12) month period.

5.1.43 **Performance Standards**

- 5.1.43.1 **Performance Reviews** - Twice annually or applicable the University and the contractor will conduct a performance review of the Parking and Transportation shuttle bus service. During the performance reviews the following may be discussed.

- Route coverage
- Customer satisfaction
- Accidents

Response to Vehicle Breakdown or Service Disruptions

- Missed Trips under route coverage, early departures, no show
- Customer feedback

- 5.1.44 **Performance Metrics** - The intent of the performance metrics is as follows.

Rating Scale

1-10

1 being the lowest

10 being the highest

The University shall rate the contractor's performance in December. The following shall serve as KPI's

- Route Coverage
- Customer satisfaction survey
- Safety records (any accidents)

5.1.45 FLEET PROPOSAL- Vendor shall respond with this information as ATTACHMENT I: FLEET PROPOSAL

Provide the type of vehicle, quantity, make, year and model of the vehicles. How long the vehicles have been in service, and provide the current total mileage?

TYPE OF VEHICLE	QUANTITY	MAKE	YEAR	MODEL	YEARS IN SERVICE	MILEAGE

5.2 PROJECT ORGANIZATION - Vendor shall respond with this information as ATTACHMENT J: PROJECT ORGANIZATION.

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP. The vendor shall provide and discuss at a minimum the information requested below:

- Total number of employees

- **Organizational Chart**- Provide an organizational chart that provides the titles, roles and responsibilities of each person position that will be assigned to this account.
- **Resumes** – Provide a resume for each of the key personnel proposed for this work (e.g., owners, account manager, supervisor/lead, etc.).
- **Employee Benefits** – Discuss the benefits the company offers employees.
- **Training** - Discuss the company's ongoing training programs (e.g., customer service, safety, cleaning, etc.) provided to management and staff. In addition, please mail a copy of the company's employee training manual for review or provide a link for review.

Pls mail training manual to:

**N.C. A&T State University
1601 East Market Street
Greensboro, NC 27411
Dowdy Building
2nd Floor Ste 200
Procurement Services Department
Attn: Tesca Kinard**

- **Uniforms** – Please attach a picture of the standard employee uniform proposed for the drivers.

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. The vendor must discuss at a minimum the following below. Vendor shall respond with this information as **ATTACHMENT K: TECHNICAL APPROACH**

- **Safety Record** – Discuss the company's safety record for the previous five years
- **Preventive Maintenance Plan** – Discuss the (i.e., daily, monthly annually) vehicle preventive maintenance schedule/plan
- **Technology** – Discuss in detail the type of technology used for tracking (i.e., real time, General Transit Feed Specifications (GTFS), Fleet telematics (with GPS tracking and on-board diagnostic reading capabilities, telematics collects data directly from an asset to provide detailed information around asset usage, driver behavior, fuel consumption and diagnostic trouble codes (DTCs)
- **Implementation Plan** – Provide a detailed implementation/start up plan that includes 30- 60- and 90-day milestones includes tasks, responsibilities and resources (university and vendor) to start the route services on January 8, 2024.
- **Daily Vehicle Inspections** – Provide a list of the type of inspections performed on vehicles daily.
- **Breakdowns** – Discuss the process of who the company handles breakdown of vehicles on a route.

6.0 CONTRACT ADMINISTRATION

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

6.1 STATUS REPORTS - Vendor shall respond with this information as **ATTACHMENT L: REPORTS**

The Contractor shall be required to provide the following reports to the Director of Parking and Transportation Services. The reports shall be in an Excel format, well organized, and easy to read. The following reports shall be provided as required:

- a) **Daily reports:** Ridership - Total passenger count data. The reports shall be due by 12 noon the following business day.
- b) **Monthly reports:** Reports due by the 10th of each month.

- Cumulative ridership total by day and hour.
- Total mileage per each vehicle
- Maintenance service updates per each vehicle
- On-time percentage report

c) Annual reports

- Cumulative ridership totals by month, day and hour
- Mileage - Total mileage per each vehicle per month
- Maintenance service updates per each vehicle per month
- On-time percentage per month

Questions	VENDOR RESPONSE
Can vendor provide these reports?	____ Yes ____ No

d) Miscellaneous Data

- Contractor shall provide such other miscellaneous data as the University reasonably request from time to time:
- Personnel trainings

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.

Acceptance of Vendor's work product shall be based on the following criteria:

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.

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to **90 days** to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 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.

6.8 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

ATTACHMENT A: PRICING -

Complete and return the pricing associated with this RFP, which can be found in the table below. The information will also be requested in Bonfire.

Option 1

ITEM	QTY	UOM	DESCRIPTION	HOURLY RATE	EXTENDED PRICE
1.	12,445	Hours	Base annual rate		
2.	Over 12,445	Hours	Hourly rate over 12,445?		

OPTION 2 -Services

ITEM	QTY	UOM	DESCRIPTION	HOURLT RATE	EXTENDED PRICE
1.	12,445	Hours	Base annual rate		
2.	Over 12,445	Hours	Hourly rate over 12445		

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Option 2 – Vehicle Purchase

Put an X to identify the vehicle for purchase	ITEM	MODEL	YEAR	MILEAGE	MAKE	QTY	No. of Service Years	UOM	DESCRIPTION	UNIT PRICE	Total Price
	1.	Transit Passenger van	2022	1279	FORD	1		EACH	8 - passenger		
	2.	Passenger bus	2013	61112	FORD	1	10	EACH	14-passenger		
	3.	Passenger bus	2018	28933	FORD	1	5	EACH	14-Passenger		
	4.	Passenger bus	2019	44159	FORD	1	4	EACH	14-Passenger		
	5.	Passenger bus	2019	36316	FORD	1	4	EACH	14-Passenger		
	6.	Passenger bus	2008	73716	FORD	1	15	EACH	14-Passenger		
	7.	F550 Passenger bus	2015	104526	FORD	1	8	EACH	24-Passenger		
	8.	E450 Passenger bus	2015	86669	FORD	1	8	EACH	24-Passenger		
	9.	F550 Passenger bus	2015	88474	FORD	1	8	EACH	24-Passenger		
	10.	E450 Passenger bus	2018	49201	FORD	1	5	EACH	24-Passenger		
	11.	E450 Passenger bus	2019	49372	FORD	1	4	EACH	24-Passenger		
	12.	E450 Passenger bus	2020		FORD	1	3	EACH	24-Passenger		
	13.	F550 Passenger bus	2012	71178	FORD	1	11	EACH	26 Passenger		

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	14.	E450 Passenger bus	2023	891	FORD	1		EACH	28 Passenger		
	15.	E450 Passenger	2023	756	FORD	1		EACH	28 Passenger		

Total Purchase Proposal \$ _____

Option 3 = Lease and Services

ITEM	QTY	UOM	DESCRIPTION	HOURLY RATE	EXTENDED PRICE
1.	12,445	Hours	Base annual rate		
2.	Over 12,445	Hours	Hourly rate over base		
ITEM	QTY	UOM	DESCRIPTION	Monthly Amount	EXTENDED PRICE
1	1	Hours	12-month lease		
2	1	Hours	24- month lease		
3	1	Hours	36-month lease		

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

ATTACHMENT H: VENDOR BACKGROUND AND EXPERIENCE

Vendor shall provide services to higher education, HUB information with this attachment

ATTACHMENT I: FLEET PROPOSAL

Vendor shall provide type of vehicle, qty, make, year, model, years in service and mileage with this attachment

ATTACHMENT J: PROJECT ORGANIZATION

Vendor shall provide experience, support management, staffing, responsibility and training program with this attachment

ATTACHMENT K: TECHNICAL APPROACH

Vendor shall address the approach in providing the services as outlined in the RFP. This shall include at a minimum the information ins Section 5.3.

ATTACHMENT L: REPORTS

Vendor shall discuss in detail the types of reports available based on the requested information in Section 6.1

***** Failure to Return the Required Attachments May Eliminate**

Your Response from Further Consideration ***