



STATE OF NORTH CAROLINA

NC Department of Public Instruction

Invitation for Bid #: 40-PR12556199-WS

Student Transportation Services for ESDB Students

Date of Issue: September 13, 2023

Bid Opening Date: September 27, 2023

At 2:00 PM ET

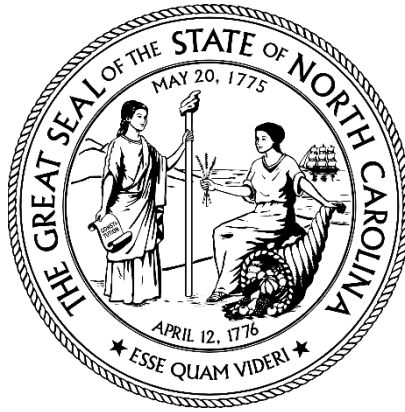
Direct all inquiries concerning this IFB to:

Wanda Simmons

Contract Specialist II

Email: procurement@dpi.nc.gov

Phone: 984-236-2362



STATE OF NORTH CAROLINA

Invitation for Bid

40-PR12556199-WS

For internal State agency processing, including tabulation of bids, 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 bid.
Failure to do so may subject your bid 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 Department of Public Instruction

| | |
|--|--|
| Refer <u>ALL</u> inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 BID QUESTIONS. Wanda Simmons Email: procurement@dpi.nc.gov | Invitation for Bid #: 40-PR12556199 |
| | Bids will be publicly opened: September 27, 2023 @ 2:00 PM ET |
| Using Agency: Department of Public Instruction | Commodity No. and Description: 78118 – Passenger Road Transportation |
| Requisition No.: PR12556199 | |

EXECUTION

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid 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 bid, 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-Vendors for any Contract awarded as a result of this IFB, 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 IFB, 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 bid, 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 Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal SHALL render bid invalid and it SHALL BE REJECTED. Late bids 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 one hundred twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, 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 DEPARTMENT OF PUBLIC INSTRUCTION USE ONLY

Offer accepted and contract awarded this ____ day of _____ 20____, as indicated on attached certification,

By: _____ (Authorized representative of Department of Public Instruction),
Alexis Schauss, Chief Financial Officer, North Carolina Department of Public Instruction

By: _____ (Authorized representative of Department of Public Instruction),
Catherine Truitt, Superintendent North Carolina Department of Public Instruction

Contents

| | | |
|------------|---|-----------|
| 1.0 | PURPOSE AND BACKGROUND | 5 |
| 1.1 | CONTRACT TERM | 5 |
| 2.0 | GENERAL INFORMATION | 5 |
| 2.1 | INVITATION FOR BID DOCUMENT | 5 |
| 2.2 | E-PROCUREMENT FEE..... | 5 |
| 2.3 | NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS..... | 5 |
| 2.4 | IFB SCHEDULE | 6 |
| 2.5 | BID QUESTIONS..... | 6 |
| 2.6 | BID SUBMITTAL..... | 7 |
| 2.7 | BID CONTENTS | 7 |
| 2.8 | DEFINITIONS, ACRONYMS, AND ABBREVIATIONS..... | 8 |
| 3.0 | METHOD OF AWARD AND BID EVALUATION PROCESS | 8 |
| 3.1 | METHOD OF AWARD | 8 |
| 3.2 | CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION | 8 |
| 3.3 | BID EVALUATION PROCESS..... | 9 |
| 3.4 | PERFORMANCE OUTSIDE THE UNITED STATES | 9 |
| 3.5 | INTERPRETATION OF TERMS AND PHRASES | 10 |
| 4.0 | REQUIREMENTS | 10 |
| 4.1 | PRICING..... | 10 |
| 4.2 | INVOICES..... | 10 |
| 4.3 | FUEL SURCHARGES | 10 |
| 4.4 | ESTIMATED ENROLLMENT PROJECTIONS..... | 10 |
| 4.5 | EXPERIENCE | 10 |
| 4.6 | STAFFING | 11 |
| 4.7 | EQUIPMENT | 11 |
| 4.8 | CONTINGENCY PLANS..... | 11 |
| 4.9 | INSURANCE CERTIFICATES | 11 |
| 4.10 | FINANCIAL STABILITY | 11 |
| 4.11 | HUB PARTICIPATION | 11 |

| | | |
|------------|--|-----------|
| 4.12 | REFERENCES..... | 11 |
| 4.13 | PERSONNEL..... | 12 |
| 4.14 | VENDOR’S REPRESENTATIONS | 12 |
| 4.15 | AGENCY INSURANCE REQUIREMENTS MODIFICATION..... | 12 |
| 4.16 | NC COVID-19 VACCINATION AND TESTING REQUIREMENT..... | 12 |
| 5.0 | SPECIFICATIONS AND SCOPE OF WORK..... | 13 |
| 5.1 | SPECIFICATIONS..... | 13 |
| 5.2 | MINIBUS TRANSPORTATION | 15 |
| 5.3 | MINIVAN TRANSPORTATION..... | 18 |
| 5.4 | TRANSPORTATION ROUTES..... | 21 |
| 5.5 | OPTIONAL ROUTES..... | 21 |
| 6.0 | CONTRACT ADMINISTRATION | 21 |
| 6.1 | CONTRACT MANAGER AND CUSTOMER SERVICE | 21 |
| 6.2 | POST AWARD PROJECT REVIEW MEETINGS..... | 22 |
| 6.3 | CONTINUOUS IMPROVEMENT | 22 |
| 6.4 | ACCEPTANCE OF WORK..... | 22 |
| 6.5 | FAITHFUL PERFORMANCE | 22 |
| 6.6 | TRANSITION ASSISTANCE | 22 |
| 6.7 | DISPUTE RESOLUTION | 22 |
| 6.8 | CONTRACT CHANGES..... | 23 |
| 6.9 | PRICE ADJUSTMENTS..... | 23 |
| 6.10 | ATTACHMENTS | 23 |

1.0 PURPOSE AND BACKGROUND

This Invitation for Bid is being used to establish a contract to provide safe, efficient, and professional bus transportation services, to include day routes, for the Eastern North Carolina School for the Deaf (ENCSD) in Wilson, and the Governor Morehead School (GMS) in Raleigh, operated by the North Carolina Department of Public Instruction, Education Services for the Deaf and Blind, hereafter collectively referred to as “ESDB” or “The Schools”.

ESDB provide educational and related services to the blind, visually impaired, deaf, and hearing-impaired K-12 students throughout the state of North Carolina. ESDB are committed to promoting independence and educational opportunities for special needs students through positive, safe, and efficient transportation experiences. Equal educational opportunities to elementary and secondary school age special needs children are achieved by providing a free and appropriate public education to each student, regardless of the nature of severity of the student’s disability.

Based upon the school calendar, transportation services are provided for students at designated stops and times per their designated routes, unless the school calendar, inclement weather, or a natural disaster dictates otherwise, and return them to the school campuses.

The school calendar is based on 218 days with a minimum of 180 days of instruction for students. The school calendar is established for a period between August 1st and July 30th. Transportation days are determined by the school calendar.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the “Effective Date”) through July 31, 2028.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. 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/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <http://eprocurement.nc.gov/training/vendor-training>.

NOTICE TO VENDORS REGARDING IFB 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 IFB 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 IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID 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 IFB 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 bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid 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 IFB 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 during negotiations 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 bid as nonresponsive.

IFB SCHEDULE

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

| Event | Responsibility | Date and Time |
|-------------------------------|----------------|--|
| Issue IFB | State | September 13, 2023 |
| Submit Written Questions | Vendor | September 20, 2023 – 5:00 PM ET |
| Provide Response to Questions | State | September 25, 2023 |
| Submit Bids | Vendor | September 27, 2023 – 2:00 PM ET The Public Bid opening for this solicitation will be conducted via conference call. To hear the bid opening for 40-PR12556199-WS: Click here to join the meeting |

BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 40-PR12556199-WS – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

BID 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 bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

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

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

BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.

- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor Responses
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: ACKNOWLEDGEMENT OF COVID-19 VACCINATION AND TESTING POLICY

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND BID 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 responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB 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 IFB 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 bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractor, 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 bid 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 IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids 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. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid 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 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 IFB, 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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB 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 bids 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 IFB. Except as specifically stated in the IFB, 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 bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, 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 IFB. 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 bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid 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, overhead costs, and similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. 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, Item Descriptions, Price, Quantity, and Unit of Measure.

NOTE: The Vendor shall directly invoice each school, respectively.

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

4.3 FUEL SURCHARGES

Vendor shall not include fuel surcharge prices in response to its bid proposal. Fuel surcharges should be included in the bid price. Any fuel surcharge price information submitted as an attachment to this IFB will not be evaluated and will be rejected.

4.4 ESTIMATED ENROLLMENT PROJECTIONS

Student enrollment for ESDB is subject to change based on Individualized Education Plans (IEP) for each student. Once a placement decision is made by a Local Education Agency (LEA), and a student is referred to one of these schools, then this student is enrolled, and services are then provided based on eligibility.

Future enrollment may increase or decrease during the length of this contract. The state reserves the right to modify transportation services, trips, and routes due to the number of students enrolled, as needed.

4.5 EXPERIENCE

Vendors shall describe in writing the overall experience and qualifications of the company and its credentials in providing professional bus services to include the number of years the company has been in business. Vendor must be in business under the DOT number and experience in providing services similar to those described in this document. Vendor shall upload document in the Sourcing Tool.

4.6 STAFFING

Vendors shall describe in writing, plans to meet specifications of staffing. Vendors shall furnish a written narrative providing basic information on drivers identified to perform the requested services. The narrative should include years of experience, training, and licensing. Drivers with experience in transporting students with disabilities is preferred. Vendors shall provide in writing a detailed description of its driver selection and hiring process, with respect to driving records. Vendors shall provide in a detailed description of its retention policies with respect to drivers who have committed violations while employed.

4.7 EQUIPMENT

Offerors shall provide a list of the current number of buses owned and/or leased. Offerors shall include the number of vehicles in each category that are equipped with lap belts or lap-shoulder belts. Offerors shall also describe in writing plans to meet the equipment specifications. Offerors shall provide a written narrative of capacity to provide maintenance for buses, indicating if the company owns a garage for equipment repairs. Vendor shall upload document in the Sourcing Tool.

4.8 CONTINGENCY PLANS

Vendors shall provide a written narrative of back up plans to replace assigned bus due to mechanical issues, garage repairs, etc. Also, include in this plan how the company will handle breakdowns when transporting students for school closures within a two (2) hour period. If the backup plan is approved that includes subcontractors, only the subcontracting company(s) listed in the proposal will be allowed to provide backup buses in an emergency. If subcontractors are listed in the backup plan, please include details. DPI reserves the right to request additional information about any subcontractor corresponding to the same information required of the Vendor. Vendor shall upload document in the Sourcing Tool.

4.9 INSURANCE CERTIFICATES

Vendors shall upload copies of Certificates of Insurance with respect to each of the insurance policies maintained in compliance with the General Terms and Conditions. Vendors shall upload and maintain Liability Insurance identifying "ESDB" as an additional insured. **Failure to provide these documents will disqualify the proposal.**

4.10 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.

4.11 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 Vendors in purchasing Goods and Services. As such, this IFB 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.

4.12 REFERENCES

Vendor shall upload to the Sourcing Tool 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 Bid.

4.13 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 Vendor 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 subcontractor 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 bid 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.

4.14 VENDOR'S REPRESENTATIONS

If Vendor's bid 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.

4.15 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

4.16 NC COVID-19 VACCINATION AND TESTING REQUIREMENT

Pursuant to the North Carolina State Policy on Face Coverings and on Vaccination and Testing, Agencies may require workers who may enter their facilities to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. In addition, the Agency may require Face Coverings in settings that the agency has determined to be high-risk to employees, the public or others. For the purposes of this contract, the Agency has deemed it necessary that the Vendor follow the requirements of this policy and ensure that their employees are: (1) fully vaccinated or tested weekly, and (2) wearing face coverings where required at Agency facilities. Each Vendor shall certify its acknowledgement and intent to comply with this policy by completing ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY.

The State reserves the right to publish notice in future if the policy is no longer effective and does not apply.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 SPECIFICATIONS

Eastern NC School for the Deaf (ENCSD)

ENCSD will require two (2) minibuses that can accommodate 15 students and staff for Friday and Sunday routes.

Governor Morehead School (GMS)

GMS will require four (4) minibuses that can accommodate 17-24 students and staff for Friday and Sunday routes.

GMS will require two (2) minivans that can support five (5) students and staff for Monday through Thursday routes daily. *One (1) of the minivans shall be wheelchair accessible.*

5.2 MINIBUS TRANSPORTATION

A. VENDOR RESPONSIBILITY: The Vendor is responsible for working with the Transportation Coordinators at ESDB.

1. All drivers shall be employed by the Vendor submitting the proposal.
2. Vendor shall assign only drivers with a valid Commercial Driver's License with a passenger endorsement that have passed an annual state and federal criminal background check.
3. All drivers shall maintain clean driving records with the Department of Motor Vehicles. ESDB reserves the right to check DMV driving records of all drivers at any time.
4. Drivers shall demonstrate full compliance and observance with all applicable traffic laws and regulations. The Transportation Safety Assistants (TSA) will monitor driver performance during routes.
5. Drivers shall utilize all safety precautions when students board or depart the bus.
6. ESDB campuses are Smoke Free, and drivers are not permitted to smoke on campus.
7. Minibuses must be spacious enough to transport student luggage safely, on a weekly basis. Most students travel with one large suitcase.
8. Drivers shall assist students, staff in boarding and departing the bus and will load and unload students' luggage.
9. Drivers shall communicate in a professional and courteous manner with students, school personnel, parents, and ESDB staff. Profanity is not permitted.
9. Drivers are not permitted to manage student behavior. All behavior matters are the responsibility of the Transportation Safety Assistants (TSA).
10. Drivers shall always have in their possession their Commercial Driver's License, DOT Medical Card, a map of their bus route, and a route sheet indicating authorized stops. ESDB staff will check for these documents PRIOR TO EACH DEPARTURE.
11. Drivers are not permitted to remove a student from the bus at a location other than the approved bus stop without authorization of the Lead TSA.
12. All regular drivers must drive routes prior to the start of the school year. Other drivers or substitutes are encouraged to participate in this "dry run", but at a minimum must demonstrate their knowledge of bus stop locations by showing printouts, maps, etc. upon arrival at any school to begin a route.
13. All drivers must carry a working cell phone on the bus throughout the trip. Driver is NOT permitted to use the cell phone while the bus is in motion or stopped on the roadway (e.g. at a traffic light).

B. STATE RESPONSIBILITY: All TSAs will be employed, assigned, and trained by ESDB. Up to three trained Transportation Safety Assistants (TSA) shall be assigned by ESDB to buses based on the needs of the students, number of students, and/or length of time/distance of the commute.

Training of TSAs is provided by ESDB and will include:

- Confidentiality
- OSHA precautions
- First Aid

- Medical issues
 - Behavioral management
 - Evacuation procedures
 - Reporting protocols
 - Record maintenance including attendance sheets
 - Discipline reporting
 - Phone usage
 - Communication skills
 - Best practices
 - Assistance in loading and unloading
 - Transportation policies
1. The Lead TSA will have total responsibility of the children while in route, sit towards the front of the bus, and will be experienced in behavior management techniques. Duties will include but are not limited to communication with school and parents by means of a cell phone or in person, assisting students on and off the bus, handling of student expense money, distributing medicine and paperwork, disciplining students, handling illnesses, and serving snacks/food.
 2. An additional TSA will sit in the back of the bus supervising and observing students, helping students to and from the bathroom, handling illnesses, serving snacks/food, and observing all students on bus while lead TSA is off the bus greeting parents. Special Needs TSAs will provide one-on-one supervision as needed. TSAs will maintain a list of their students and a route sheet indicating authorized stops.
 3. TSAs will be equipped with cell phones to contact parents and ESDB's Transportation Coordinator and/or point of contact.
 4. TSAs will determine appropriate seating for students and will maintain a seating chart consistent with the policies of ESDB.
 5. TSA's will NOT be responsible for showing the driver travel paths or stop locations. All request from drivers for direction will be reported to the account manager.

C. VENDOR RESPONSIBILITY (EQUIPMENT):

1. All buses shall be the property of the Vendor. Sub-contracting of equipment and/or personnel from another company shall be prohibited, with the exception of sub-Vendors used in an emergency situation that were submitted/approved in Vendor's proposal.
2. All vehicles transporting our students shall be no more than 10 years old.
3. All buses shall be air-conditioned/heated with working, lighted restroom.
4. All buses must have seating capacity for a minimum of 24 passengers. Passengers must be able to sit comfortably. Standees are prohibited.
5. All vehicles must be equipped with a fire extinguisher, first aid kit and seat belt cutter.
6. All buses must be designated and operated as non-smoking buses throughout ESDB's use.
7. All buses must be in good operating condition i.e., passing all inspections which include safety features (i.e. windshield wipers, lights, horn, etc.). Driver will be asked to show items addressed during pre-trip inspection upon request.
8. All buses shall have communication capability so that the driver shall be able to communicate both with the Bus Company and ESDB. In-transit communication can be either a radio or cellular phone.
9. All buses must be Wi-Fi accessible.
10. All buses must be clean (free of trash and spills, with clean windows) prior to each trip.
11. Cup holders are preferred for student snacks while in transit on the minivan.
12. Buses and drivers must be available for last minute changes, such as weather-related incidents, students assigned to one of ESDB on a temporary basis.

13. When operating under the terms of this contract, **the buses shall transport ESDB's students and staff only.**

Vendor shall answer questions 14-16 below:

14. All buses must be equipped with lap belts or lap/shoulder belts.
15. Your proposed equipment has Lap Belts? Yes ☐ No ☐
16. Your proposed equipment has Lap/Shoulder Belts? Yes ☐ No ☐
17. Your proposed equipment has a Handicap Accessible Lift? Yes ☐ No ☐

D. VENDOR RESPONSIBILITY (EQUIPMENT):

Vendor Responsibilities:

1. The Vendor shall provide emergency contact numbers to ESDB and the Contract Administrator.
2. The Vendor shall be responsible for all licenses and permits as required by both State and Federal law for providing school bus services.
3. The Vendor shall maintain insurance coverage of the North Carolina General Terms and Conditions for the duration of the contract.
4. The Vendor shall inspect buses and related on board equipment for mechanical defects before and after each trip. These inspections must be logged and documented as mutually agreed by The Vendor and The Contract Administrator.
5. The Vendor shall adhere to established transportation schedules.
6. The Vendor shall be responsible for all expenses related to the bus service such as fuel, fuel surcharges, oil, maintenance and parking. Vendor is responsible for all expenses and arrangements related to the drivers.
7. The Vendor shall notify in writing within one week the contract administrator and ESDB of any occurrence of convictions, suspensions, disqualifications, and points for bus company drivers occurring during the contract period.
8. The Vendor agrees to participate in training conducted at the school level. For example, in-service training typically includes evacuation drills, disability awareness, safety, sensitivity training, and incident reporting.
9. In the event of an emergency (e.g., weather), whereby a school needs to be closed and students transported, the Vendor must be available to transport within two (2) hours of notification.
10. The Vendor shall have at least one back up bus in the event assigned bus has mechanical issues, breakdowns, or is undergoing repairs in a garage.
11. The Vendor shall present a plan for providing a replacement bus if a breakdown occurs mid-route.
12. The Vendor in coordination with ESDB will review and finalize route schedules and modifications.
13. Upon award of the contract, the Vendor shall provide the following for each driver providing services to ESDB: 1) National and state fingerprint criminal records check, and 2) a three-year history of driving records.

B. State Responsibility:

1. ESDB reserves the right to visit the Vendor's premises and examine the buses.
2. ESDB reserves the right to monitor bus company drivers' motor vehicle record for the occurrence of convictions, suspensions, disqualifications, and points.
3. ESDB will provide emergency contact information for use by Vendor staff.

5.3 MINIVAN TRANSPORTATION

A. VENDOR RESPONSIBILITY

1. ESDB reserves the right to visit the Vendor's premises and examine the vehicles.
2. ESDB reserves the right to monitor the vehicle company driver's motor vehicle record for the occurrence of convictions, suspensions, disqualifications, and points.

3. ESDB will provide emergency contact information for use by Vendor staff.
4. A scheduled run may be cancelled or modified by school administration notifying the Vendor orally or in writing. An emergency or weather-related school closing is just cause for cancellation of run at any time. There is no charge for canceled runs.
5. Drivers are responsible for arriving thirty (30) minutes (or to specified time) or sooner prior to the start of the route. Any exceptions are to be approved by the Transportation Coordinator.
6. The Vendor shall not overload any vehicles. The capacity of vans, cars, and/or station wagons is the operator plus eight (8) passengers.
7. The Vendor shall notify the Transportation Coordinators of the need for more or any possibility of fewer vehicles under this contract.
8. The Vendor is responsible for contacting the Transportation Coordinator to confirm route location, drop off, and pick up times.
9. The Vendor is required to have all drivers make a dry run on the route assigned.
10. Drivers shall always have in their possession a map of their route, and a route sheet indicating authorized stops. ESDB staff will check for these documents PRIOR TO EACH DEPARTURE.
11. There shall be no smoking by drivers while transporting school children and no alcoholic beverages consumed or in the vehicles.
12. Substitute drivers must meet all requirements stated herein as primary drivers:
 - Name of Primary Driver
 - Address
 - Telephone Number
 - Birthdate
 - Class of License
 - Date of Expiration
 - Certificate of Driving Record from DMV

This information is to be updated and kept accurate throughout the duration of the contract.
13. No person operating a school vehicle shall run at a rate greater than is reasonable and proper, having regard to traffic and the use of the way and safety of the public.

B. VENDOR RESPONSIBILITY (EQUIPMENT):

1. All vehicles transporting our students shall be no more than 10 years old.
2. Minivans must be spacious enough to transport student luggage safely, on a weekly basis. Most students travel with one large suitcase.
3. The Vendor shall submit the following information to ESDB upon request:
 - Vehicle Identification Number (VIN)
 - Vehicle Year of Manufacture
 - Mileage on Date of Submission
 - Chassis Manufacture Name
 - Body Manufacture Name
 - Inspection Location of the Vehicle
 - Rated Capacity of the Vehicle

This information is to be updated and kept accurate throughout the duration of the contract.
4. The Vendor agrees to furnish the Transportation Coordinators with any reports of inspections made within ten (10) days after the time allowed for completion of the inspections.
5. The name of the minivan owner is to be clearly displayed on the outside of all vehicles.
6. Daily in service vehicles shall not be over ten (10) years old for the duration of this contract or have traveled more than 100,000 miles at any time during the duration of this contract.

7. The Vendor shall have sufficient back-up vehicles available with spare drivers at all times of scheduled operation. In the event that service is interrupted on any route due to out of service vehicles, the Vendor must use a comparable capacity, properly insured, substitute vehicle(s) with an additional charge.
8. Each vehicle shall be equipped with GPS tracking system. The GPS system must be capable of providing printed detailed reports (minute by minute) of vehicle location when requested.
9. All vehicles shall be equipped with digital recording system capable of monitoring/recording on board activities of both the driver and passengers. The system will also be capable of monitoring/recording exterior pedestrian and vehicle traffic activities facing forward.

- C. **STATE RESPONSIBILITY:** All TSAs will be employed, assigned, and trained by ESDB. Up to three trained Transportation Safety Assistants (TSA) shall be assigned by ESDB to buses based on the needs of the students, number of students, and/or length of time/distance of the commute.

Training of TSAs is provided by ESDB and will include:

- Confidentiality
 - OSHA precautions
 - First Aid
 - Medical issues
 - Behavioral management
 - Evacuation procedures
 - Reporting protocols
 - Record maintenance including attendance sheets
 - Discipline reporting
 - Phone usage
 - Communication skills
 - Best practices
 - Assistance in loading and unloading
 - Transportation policies
6. The Lead TSA will have total responsibility of the children while in route and will be experienced in behavior management techniques. Duties will include but are not limited to communication with school and parents by means of a cell phone or in person, assisting students on and off the bus, handling of student expense money, distributing medicine and paperwork, disciplining students, handling illnesses, and serving snacks/food.
 7. Special Needs TSAs will provide one-on-one supervision as needed. TSAs will maintain a list of their students and a route sheet indicating authorized stops.
 8. TSAs will be equipped with cell phones to contact parents and ESDB's Transportation Coordinator and/or point of contact.
 9. TSAs will determine appropriate seating for students and will maintain a seating chart consistent with the policies of ESDB.

5.4 TRANSPORTATION ROUTES

5.4.1 EASTERN NC SCHOOL FOR THE DEAF

EASTERN NC SCHOOL FOR THE DEAF (ENCSD): Route 1

MODE OF TRANSPORTATION: MINIBUS

| <u>SUNDAY ROUTE</u> | | |
|---------------------|---------------------------------------|---------|
| ROUTE 1 | STOP LOCATION | SUNDAY |
| Wilson | Depart ENCSD | 3:15 PM |
| Richlands | 8406 Richlands HWY (Piggly Wiggly) | 4:45 PM |
| Greenville | 2460 Stantonsburg Road (Food Lion) | 6:05 PM |
| Rocky Mount | 300 Tarrytown Center (Sam's Club) | 7:10 PM |
| Zebulon | 841 E Gannon Avenue (Walmart) | 7:50 PM |
| Wilson | Return To ENCSD | 8:30 PM |

EASTERN NC SCHOOL FOR THE DEAF (ENCSD): Route 2

MODE OF TRANSPORTATION: MINIBUS

| <u>SUNDAY ROUTE</u> | | |
|---------------------|--|---------|
| ROUTE 2 | STOP LOCATION | SUNDAY |
| Wilson | Depart ENCSD | 3:15 PM |
| Spring Lake | 1052 Lillington HWY 210 N (REA Parking Lot) | 4:45 PM |
| Benson | 12330 NC HWY 210 N (Food Lion) | 6:00 PM |
| Warsaw | 2714 NC HWY 24 (Bojangles) | 7:00 PM |
| Goldsboro | 2600 US HWY 117 | 7:40 PM |
| Wilson | Return to ENCSD | 8:25 PM |

EASTERN NC SCHOOL FOR THE DEAF (ENCSD): Route 5

MODE OF TRANSPORTATION: MINIVAN

| <u>FRIDAY ROUTE</u> | | |
|---------------------|---------------------------------------|---------|
| ROUTE 5 | STOP LOCATION | FRIDAY |
| Wilson | Depart ENCSD | 1:00 PM |
| Richlands | 8406 Richlands HWY (Piggly Wiggly) | 2:40 PM |
| Warsaw | 22714 NC 24 (Bojangles) | 3:45 PM |
| Wilson | Return To ENCSD | 5:00 PM |

EASTERN NC SCHOOL FOR THE DEAF (ENCSD): Route 6

MODE OF TRANSPORTATION: MINIBUS

| <u>FRIDAY ROUTE</u> | | |
|----------------------------|---------------------------------------|----------------|
| ROUTE 6 | STOP LOCATION | SUNDAY |
| Wilson | Depart ENCSD | 1:00 PM |
| Rocky Mount | 300 Tarrytown Center (Sam's Club) | 1:25 PM |
| Greenville | 2460 Stantonsburg Road (Food Lion) | 2:25 PM |
| Farmville | 3434 Cooperative Way (Food Lion) | 2:50 PM |
| Wilson | Return to ENCSD | 3:25 PM |

EASTERN NC SCHOOL FOR THE DEAF (ENCSD): Route 7

MODE OF TRANSPORTATION: MINIBUS

| <u>FRIDAY ROUTE</u> | | |
|----------------------------|--|----------------|
| ROUTE 7 | STOP LOCATION | PM |
| Wilson | Depart ENCSD | 1:00 PM |
| Kenly | 406 S Church Street (Food Lion) | 1:30 PM |
| Benson | 12330 NC HWY 210 (Food Lion) | 2:20 PM |
| Spring Lake | 1052 Lillington HWY 210 N (REA Parking Lot) | 3:25 PM |
| Wilson | Return to ENCSD | 5:05 PM |

EASTERN NC SCHOOL FOR THE DEAF (ENCSD): Route 8

MODE OF TRANSPORTATION: MINIVAN

| <u>FRIDAY ROUTE</u> | | |
|----------------------------|--|----------------|
| ROUTE 8 | STOP LOCATION | PM |
| Wilson | Depart ENCSD | 1:00 PM |
| Bailey | 6646 Deans Street (Bailey Baptist Church) | 1:25 PM |
| Zebulon | 841 E Gannon Avenue (Walmart) | 1:45 PM |
| Wilson | Return to ENCSD | 2:30 PM |

EASTERN NC SCHOOL FOR THE DEAF (ENCSD): Route 9

MODE OF TRANSPORTATION: MINIVAN

| <u>FRIDAY ROUTE</u> | | |
|----------------------------|--|----------------|
| ROUTE 9 | STOP LOCATION | PM |
| Wilson | Depart ENCSD | 1:00 PM |
| Wilson 1 | 343 SW Park Drive (Standing Loading by Dock) | 1:05 PM |
| Wilson 2 | 602 Ward BLVD (Furniture Store Across From Winstead School) | 1:10 PM |

| | | |
|-------------|-----------------------------------|---------|
| Black Creek | 5619 US HWY 117 (Bill's Grill) | 1:25 PM |
| Wilson | Return to ENCSD | 1:50 PM |

5.4.2 GOVERNOR MOREHEAD SCHOOL FOR THE BLIND

GOVERNOR MOREHEAD SCHOOL FOR THE BLIND: West Route

MODE OF TRANSPORTATION: MINIBUS

| FRIDAY ROUTE | | | SUNDAY ROUTE | | |
|---------------|---|----------|---------------|---|----------|
| West | STOP LOCATION | PM | West | STOP LOCATION | PM |
| Raleigh | Depart GMS | 12:00 PM | Raleigh | Depart GMS | 12:00 PM |
| Graham | 412 Main Street (Planet Fitness) | 1:00 PM | Charlotte | 2845 Beatties Ford Road Exit 37 (Ford Health Department) | 2:35 PM |
| Greensboro | 1023 Alamance Church Road | 1:30 PM | Hickory | 525 US Highway 70 SW | 3:40 PM |
| Thomasville | 112 Randolph Street #106 | 2:00 PM | Statesville | 1415 Wilkesboro HWY (Fun Station Parking Lot) | 4:10 PM |
| Winston-Salem | 3320 Silas Creek PKWY Exit 190 (Hanes Mall) | 2:45 PM | Winston-Salem | 3320 Silas Creek PKWY Exit 190 (Hanes Mall) | 4:55 PM |
| Statesville | 1415 Wilkesboro HWY (Fun Station Parking Lot) | 3:30 PM | Thomasville | 112 Randolph Street #106 | 5:40 PM |
| Hickory | 525 US HWY 70 SW | 4:00 PM | Greensboro | 4065 Church Street (Food Lion) | 6:10 PM |
| Charlotte | 2845 Beatties Ford Road Exit 37 (Ford Health Department) | 5:05 PM | Graham | 412 Main Street (Planet Fitness) | 6:40 PM |
| Raleigh | Return to GMS | 7:45 PM | Raleigh | Return to GMS | 7:45 PM |

GOVERNOR MOREHEAD SCHOOL FOR THE BLIND: East Route

MODE OF TRANSPORTATION: MINIBUS

| FRIDAY ROUTE | | | SUNDAY ROUTE | | |
|---------------|--|----------|---------------|--|---------|
| East | STOP LOCATION | PM | East | STOP LOCATION | PM |
| Raleigh | Depart GMS | 12:00 PM | Raleigh | Depart GMS | 2:00 PM |
| Zebulon | 841 East Gannon Avenue (Walmart) | 12:45 PM | Fayetteville | 342 N. Eastern BLVD (Food Lion) | 3:15 PM |
| Wilson | 1311 US Highway 301 South (ENCSD) | 1:10 PM | St. Pauls | 120 S. Odom Street (Walmart) | 3:50 PM |
| Goldsboro | 2600 HWY 117 S. Goldsboro (Solo DownEast Travel Center) | 1:50 PM | Elizabethtown | 1202 West Broad Street | 4:40 PM |
| Faison | Exit 364 Off I-40 2579 NC-24 (Duplin County Rest Area) | 2:30 PM | Faison | Exit 364 Off I-40 2579 NC-24 (Duplin County Rest Area) | 5:45 PM |
| Elizabethtown | 1202 West Broad Street | 3:35 PM | Goldsboro | 2600 HWY 117 S. Goldsboro (Solo DownEast Travel Center) | 6:25 PM |
| St. Pauls | 120 S. Odom Street (Walmart) | 4:25 PM | Wilson | 1311 US Highway 301 South (ENCSD) | 7:05 PM |
| Fayetteville | 342 N. Eastern BLVD (Food Lion) | 5:00 PM | Zebulon | 841 East Gannon Avenue (Walmart) | 7:40 PM |
| Raleigh | Return to GMS | 6:25 PM | Raleigh | Return to GMS | 8:25 PM |

GOVERNOR MOREHEAD SCHOOL FOR THE BLIND: Day Route (Louisburg)

MODE OF TRANSPORTATION: MINIVAN

| DAY: FRIDAY | DAY: SUNDAY |
|-------------|-------------|
|-------------|-------------|

| Louisburg | STOP LOCATION | PM | Louisburg | STOP LOCATION | PM |
|-------------|---|----------|-------------|---|---------|
| Raleigh | Depart GMS | 12:00 PM | Raleigh | Depart GMS | 2:00 PM |
| Louisburg | 518 E. Nash Street | 12:55 PM | Williamston | 1529C Washington Street (Walmart) | 3:50 PM |
| Edenton | 300 Virginia Road, STE A (Roses Department Store) | 3:10 PM | Edenton | 300 Virginia Road, STE A (Roses Department Store) | 4:45 PM |
| Williamston | 1529C Washington Street (Walmart) | 4:10 PM | Louisburg | 518 E. Nash Street | 6:50 PM |
| Raleigh | Return to GMS | 6:00 PM | Raleigh | Return to GMS | 7:50 PM |

GOVERNOR MOREHEAD SCHOOL FOR THE BLIND: Day Route (Apex)

MODE OF TRANSPORTATION: MINIVAN

| DAYS: MONDAY - FRIDAY | | | DAYS: MONDAY - FRIDAY | | |
|-----------------------|---|---------|-----------------------|---|---------|
| Apex | STOP LOCATION | AM | Apex | STOP LOCATION | PM |
| Raleigh | Depart GMS | 6:45 AM | Raleigh | Depart GMS | 3:45 PM |
| Apex | 400 Luftkin Road (Sheetz) | 7:05 AM | Raleigh | 3215 Wake Forest Road (Denny's Parking Lot) | 4:05 PM |
| Raleigh | 4500 Western BLVD (Old Kmart) (Park Near the End Closet to Wells Fargo) | 7:25 AM | Raleigh | 4500 Western BLVD (Old Kmart) (Park Near the End Closet to Wells Fargo) | 4:25 PM |
| Raleigh | Return to GMS | 7:45 AM | Apex | 400 Luftkin Road (Sheetz) | 4:45 PM |
| | | | Raleigh | Return to GMS | 5:15 PM |

5.5 OPTIONAL ROUTES

In addition to any morning, mid-day, and afternoon runs, the Vendor shall be responsible for providing transportation services as assigned by ESDB for field trips and summer school transportation to and from destinations as required by transportation routes. Both schools request transportation services for up to 100 passengers to include staff.

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: | |

6.1.1 ESDB POINT OF CONTACT

| "ESDB" Point of Contact | | |
|-------------------------|--|--|
| Name: | Governor Morehead School Dominic Mo | Eastern NC School f/t Deaf Debra Pierce |

| | | |
|-----------------|--|--|
| Office Phone #: | 984-292-3098 | 252-237-2450 Ext 232 |
| Email: | dominic.mo@esdb.dpi.nc.gov | debra.pierce@esdb.dpi.nc.gov |

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 ACCEPTANCE OF WORK

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

6.5 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

- In emergency situations (accidents or equipment breakdowns), the Vendor shall have immediate access (within 1.5 hours) to substitute equipment and/or drivers as needed.
- If replacement equipment/driver is between 2 and 3 hours, only 75% of amount for that trip may be billed.
- If replacement equipment is between 3 and 4 hours, 50%. Vendor shall not bill for any trips where the delay exceeds 4 hours.

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 sixty (60) 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 done through the contract administrator.

6.9 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm for the first year of the contract.

Price increase requests shall be submitted in writing to the affected school's Transportation Coordinators for Governor Morehead School and/or Eastern NC School for the Deaf which shall include the reason(s) for the request and contain supporting documentation of the need based on the product documentation from the manufacturer. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

6.10 ATTACHMENTS

All remaining attachments to this IFB are found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.