



STATE OF NORTH CAROLINA

Pitt Community College

Request for Proposal #: 115-6175

Snack & Beverage Vending Services

Date Issued: October 17, 2024

Bid Opening Date: November 14, 2024

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Jane Alligood

Director of Purchasing & Contracts

Email: jralligood610@my.pittcc.edu

Phone: 252-493-7641



STATE OF NORTH CAROLINA

Request for Proposal

115-6175

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


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

Vendor Name

Vendor eVP#

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

Electronic responses ONLY will be accepted for this solicitation.

		STATE OF NORTH CAROLINA Pitt Community College	
Refer <u>ALL</u> Inquiries to: Jane Alligood Director of Purchasing & Contracts E-Mail: jralligood610@my.pittcc.edu		Request for Proposal #: 115-6175	
		Proposals will be publicly opened: 11/14/2024 @ 2:00 PM ET	
Using Agency: Pitt Community College		Commodity No. and Description: 901019 Food & Beverage Equipment	
Requisition No.: N/A		Rental or Leasing & Maintenance Services	

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 PCC, or from any person seeking to do business with PCC. 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 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

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

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of Pitt Community College)</p>

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1.0 PURPOSE AND BACKGROUND

Pitt Community College (PCC) requests proposals from qualified, experienced, and sustainable vendors who will partner with the College to provide and service beverage and snack vending machines containing a variety of beverage and snack products at designated locations.

PCC Vending Locations:

Main Campus: 1986 Pitt Tech Road, Winterville, NC

Law Enforcement Training Center (LET), 2096 Central Park Drive, Winterville (other side of Sam’s Club)

Greenville Center, 3107 Memorial Drive, Greenville (next to Parker’s BBQ)

Farmville Site, 8880 West Marlboro Road, Farmville (TBD – possibly in 2026)

Pitt Community College is one of 58 institutions that operates under the North Carolina Community College System. The College is a comprehensive two-year community college offering 72 academic degree programs as well as many occupational and life enrichment courses through its continuing education courses. In 2023, the college’s 823 full-time and part-time employees assisted more than 18,000 students with their curriculum and non-curriculum programs. The college also has a STEM focused early college high school located on campus.

As the eighth largest among the 58 community colleges in the North Carolina Community College System, the College serves students from 92 counties. The college’s main service area is Pitt County with a population of 175,119. PCC does not offer as many courses during the Summer Semester, meaning the student and faculty population is smaller in-turn resulting in less revenue. PCC will accept proposals for Fall/Spring Semester and a separate proposal for Summer Semester.

Current Vending Services:

- Minges Bottling Company exclusively holds the contract providing and maintaining the drink vending machines
- PCC Vending owns and maintains the snack vending machines

The intent of this solicitation is to award an Agency 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”) or January 1, 2025, whichever is later.

At the end of the Contract’s initial term, PCC 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. PCC will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, PCC reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph entitled ELECTRONIC PROCUREMENT subsections (d) and (e) of the North Carolina General Contract Terms and Conditions, do not apply to this solicitation.

General information on the E-Procurement Services can be found at: <http://eprocmnt.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 PCC 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. PCC 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, PCC 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).

PCC 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. PCC will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	PCC	October 17, 2024
Urged & Cautioned Pre-Proposal Meeting	PCC	October 28, 2024 @ 3:00 PM
Deadline for Written Questions	Vendor	November 1, 2024 by 5:00 PM
Provide Response to Questions	PCC	November 6, 2024 by midnight
Deadline to Submit Proposals / Bid Opening	Vendor	November 14, 2024 @ 2:00 PM ET
Tentative Contract Award	PCC	November 27, 2024
Contract Begins	PCC	January 1, 2025

2.5 PRE-PROPOSAL MEETING

Urged and Cautioned Pre-Proposal Conference

Date: 10/28/2024
 Time: 3:00 PM Eastern Time
 Location: Pitt Community College
 Craig F. Goess Student Center
 Faculty Dining Room 132/133
 169 Bulldog Run
 Winterville, NC 28590

Contact #: 252-493-7641

See link for Campus Map: <https://pittcc.edu/wp-content/uploads/2018/04/map-of-campus.pdf>
 (Craig F. Goess is Building 11 on the map.)

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

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

BRING COPY OF THIS RFP DOCUMENT TO THE PRE-PROPOSAL MEETING.

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 jralligood610@my.pittcc.edu by the date and time specified above. Vendors should enter "RFP # 115-6175 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, PCC's response, and any additional terms deemed necessary by PCC will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

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

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

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

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

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

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

2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in PCC rejecting Vendor's proposal, in PCC'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: 4.5.1 Vendor Background Check Agreement, 5.4 Project Organization, 5.5 Technical Approach, and 6.1 Contract Manager & Customer Service
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "**Alternate Proposal #115-6175 [for 'name of Vendor']**". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria PCC 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 PCC'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, PCC 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 PCC to do so.

PCC 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.

PCC 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 PCC 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 PCC.

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

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

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

PCC 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 PCC.

3.4 EVALUATION CRITERIA

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

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

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

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

1. Vendor Technical Approach
2. Vendor Qualifications
3. Vendor Experience, including References
4. Pricing

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by PCC; 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, PCC will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy PCC’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 PCC 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 PCC to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

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

PCC does not offer as many courses during the Summer Semester, meaning the student and faculty population is smaller in-turn resulting in less revenue. PCC will accept proposals for Fall/Spring Semesters and a separate proposal for Summer Semester. Fall/Spring Semesters consist of the months of August-November and January-April. Summer Semester consists of the months of May, June, and July plus December, since it is a shortened month due to the holiday break. Complete the appropriate section of ATTACHMENT A: PRICING FORM for both Fall/Spring Semesters and Summer Semester, for one of the following:

Section A: Beverage Vending and Snack Vending

Section B: Beverage Vending ONLY

Section C: Snack Vending ONLY

Initial prices of menu items shall be competitive and PCC must be notified in writing of any price increase.

4.2 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. PCC 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 PCC within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

4.3 VENDOR EXPERIENCE

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

4.4 REFERENCES

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

4.5 BACKGROUND CHECKS

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

4.5.1 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 PCC in order to perform Services under this Contract:

YES NO

4.6 PERSONNEL

Vendor warrants those 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 PCC. 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. PCC will approve or disapprove the requested substitution in a timely manner. PCC may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, PCC may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.7 VENDOR'S REPRESENTATIONS

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

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.9 AUDITING AND ACCOUNTING

Payments: The Vendor shall pay PCC, on a monthly or accounting period basis, any proposed fixed minimum payment or specified percentage of net sales (gross less sales tax), whichever is greater, from all retail and vendor operations. Sales from each type of retail operation shall be reported both separately and in combined form for each accounting period. The Vendor will operate on its own credit and provide its own cash banks/reserves, with no advance payments from PCC.

One year from the effective date of this Agreement and each full year thereafter during the life of the Agreement and if applicable, the Vendor shall pay PCC that portion of commissions due, if any, to equal a guaranteed annual commission required in this Agreement. Payment shall be made by the 20th day of January and recorded as commissions paid in the year the guarantee was due.

Records: All records must be retained by the Vendor, and accessible to PCC for a minimum of three (3) previous years plus the current contract year. PCC reserves the right to audit any aspect of vending contract, as performed by the Vendor. The Vendor shall keep full, timely and accurate records in accordance with generally accepted accounting practices

Audit Rights: The books, records, documents, and accounting procedures and practices of the Vendor relevant to this contract shall be subject to examination by PCC. Thus, the Vendor shall:

- Provide PCC reasonable facilities for the examination, copying and audit of the books and records.
- Make such returns and report as required.
- Attend and answer under oath all lawful inquires.

- Produce and exhibit such books and records as requested to be inspected.
- In all things cooperate with PCC in the performance of its duties.
- All documents listed above must be available for audit purposes to PCC for three (3) years after the termination/expiration of the contract.

Vendor Initiated Audits: PCC shall be informed on demand by the Vendor of the schedule of independent audits on the Vendor's records and operations. PCC shall receive a report of any finding that materially affects PCC.

Business Cycle: PCC is on a monthly business cycle with a fiscal year of July 1st through June 30th. The Vendor shall supply financial data according to this cycle with the accounting period defined as a calendar month.

Financial Statements Due Date: The annual financial statements shall be made available to PCC, upon request, following fiscal year end.

Special Reports: In addition to the above, the Vendor shall provide such special reports and analysis covering its operations under the contract as requested by PCC.

Financial/Operational Data: The Vendor shall furnish PCC with all requested monthly reports to verify all customer counts, menu mix, cash sales, card sales or other pertinent information as requested. Causes and appropriate documentation of abnormal revenue and expense deviation shall be noted in writing by the Vendor with the submission of these statements.

Annual Operating Report Reviews: PCC and the Vendor shall meet no less than annually to review operating statements, explain deviation, discuss problems, and mutually agree on courses of action, to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next monthly statement.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Pitt Community College (PCC) requests proposals from qualified, experienced, and sustainable vendors who will partner with the College to provide and service beverage and snack vending machines containing a variety of beverage and snack products at designated locations.

PCC Vending Locations:

Main Campus: 1986 Pitt Tech Road, Winterville, NC

Law Enforcement Training Center (LET), 2096 Central Park Drive, Winterville (other side of Sam’s Club)

Greenville Center, 3107 Memorial Drive, Greenville (next to Parker’s BBQ)

Farmville Site, 8880 West Marlboro Road, Farmville (TBD – possibly 2026)

5.2 SCOPE OF WORK

Currently, there are thirty-four (34) beverage machines and fifteen (15) snack vending machines in service at PCC’s main and off-site campuses, all located on the first floor of the buildings. The Vendor will be responsible for stocking the vending machines and selecting and ordering product mix that will provide a variety of selections that meet consumer demand, including healthy choices.

5.3 TASKS/DELIVERABLES

A. Requirements for Cold Beverage Vending Services

The Vendor shall be required to provide Beverage Vending Service that:

1. Supply as appropriate new or like new equipment.
2. Supplies a variety of beverage products to meet the needs of the College population.
3. Machines must be serviced at a minimum of 1 time/week (More often based on service calls, expiration dates of products, and amount of product in machine.)
4. Provides properly trained labor to perform functions of loading, investigating complaints of machine or credit/debit card reader malfunction, and technical repair.

B. Cold Beverage Vending Product Specifications

1. Mixture of carbonated and non-carbonated cold beverages. Exact mixture may vary per location and change throughout the year to meet customer requests and sales volume.
2. Cold beverage machines that contain carbonated beverages shall contain a minimum of two (2) diet soda options, one of which must be caffeine-free, non-cola soda.
3. Functional beverages, i.e., sports drinks (in various flavors) including energy drinks.
4. Water and water-based drinks, i.e., vitamin waters, flavored waters, diluted juices (may contain added sugar).
5. Be labeled according to federal labeling laws and guidelines.
6. All products to be nationally recognized brands with some allowance for regional favorites.
7. All products will be removed from vending machines no later than the date that its freshness dating expires. All products will be considered past-date and un-saleable according to the manufacturer's freshness date stamped on the package.
8. The Vendor shall permit NO alcoholic or intoxicating beverages to be sold, dispensed, or otherwise used at any College location.

C. Requirements of Snack Vending Services

The Vendor shall be required to provide Snack Vending Service that:

1. Supplies fifteen (15) new or like new (less than three [3] years old and shows no damage or marks) equipment.
2. Supplies variety of snack products to meet the needs of the College population.
3. Machines must be serviced at a minimum of 1 time/week (More often based on service calls, expiration dates of products, and amount of product in machine.)
4. Provides properly trained labor to perform functions of loading, investigating complaints of machine or credit card reader malfunction, and technical repair.

D. Snack Vending Product Specifications

1. General snack items should include candy, chips, crackers, etc.
2. Healthy snack items should include baked chips, granola bars, seeds, nuts, nutrition bars, craft popcorn, and trail mixes.
3. May include food products that can be held at room temperature, i.e., canned fruit, meat snacks (beef jerky), chips & dips, etc.
4. May include the addition of cold food machine(s) containing fresh sandwiches and salads at select location(s).
5. All products to be labeled with nutritional information as required by law.
6. Be labeled according to federal labeling laws and guidelines.
7. All products to be nationally recognized brands with some allowance for regional favorites.
8. All products will be removed from vending machines no later than the date that its freshness dating expires. All products will be considered past-date and un-saleable according to the manufacturer's freshness date stamped on the package.
9. Any product produced by the Vendor must be prepared in a facility that meets all local, state, and federal requirements for the production of food products and has received no less than a score of 95 or better or an equivalent inspection rating.

E. General Beverage and Snack Vending Machine Information

1. The Vendor must install equipment on site.
2. The Vendor must provide machines that are capable of being moved through standard-sized interior doors.
3. The Vendor must provide all parts, on-site maintenance, and on-site repairs to all machines.
4. Machines must be equipped with credit/debit card readers and re-circulating bill accepters with the capability to recycle currency for the purpose of providing bills as change. Vendors should be aware that due to PCI compliance and liability issues, credit/debit card readers being proposed must operate on a cellular network that must be in full

compliance with the PCI Security Council standards. The College will NOT provide any network connectivity for credit/debit card transactions.

5. Machines shall be UL approved with visible indication on the machine.
6. Machines shall be ENERGY STAR rated.
7. All equipment must include a ground fault circuit interrupter (GFCI) as part of the power supply cord.
8. Machines must use 120-volt electrical receptacle with maximum 12-amp circuit.
9. All machines shall utilize vandal-proof mechanism capable of accepting payment in all three (3) forms simultaneously: coins; bills (at minimum \$1 and \$5 bills); and electronic payment. Furthermore, bill accepters must have the capability to recycle currency for the purpose of providing bills as change.
10. Machine shall be set to return money if product out of stock. No force vending is allowed.
11. Inventory stock for machines should be at least 50% of products filled at all times. Out of stock products should be limited to one (1) selection.
12. The Vendor is responsible for posting signage on machines. The College must approve all signage prior to displaying. The Vendor is required to provide signage prominently displayed on each machine that list who (email/phone number) to notify should the machine malfunction or is out of stock, and where the customer may go on campus to obtain a refund for purchased product that is not delivered.
13. The Vendor is responsible for the repairs and maintenance of the credit/debit card readers as necessary and must make arrangements for service.
14. Equipment found to be problematic or non-compliant must be replaced upon the request of the College. The College reserves the right to request a new machine.
15. The Vendor may be required to place and keep equipment in some locations that may perform below the Vendor's sales requirements. The College will consider a request by the Vendor to remove, downsize, or relocate the equipment in the event of extremely poor sales. However, the College will not eliminate service if doing so will create a hardship on the building occupants.
16. The Vendor shall be responsible for the maintenance, repair, and replacement of all vending equipment. The Vendor shall agree to hold the College harmless for any repairs of vandalism that may occur.
17. The College will require the Vendor to comply with any product recall due to possible concern for the public's health. The Vendor will be required to remove affected product from the machines if requested.
18. Vending machines shall be compliant with the provision of the Americans with Disabilities Act (ADA).
19. Additional vending machine locations may be added throughout the contract period on an as-needed-basis and agreed upon by the College and the Vendor prior to services being provided.

5.4 SPECIFICATIONS

The College currently has a total of 34 beverage machines and 15 snack machines in service at PCC’s main and satellite campuses (see below charts).

Campus Vending	Snack	Beverage
Humber	1	2
Vernon White	1	3
Everett		1
Fulford	1	3
Reddrick	1	3
Whichard	1	
Whitley	1	2
Welding		1
Leslie	1	2
Goess Student Center	1	3
Warren	1	1
Russell	1	3
Williams	1	3
Goess CIT	1	2
New Welding	*	*
Smith	1	1
Main Campus Counts	13	30

Off-Campus Vending	Snack	Beverage
LET (Law Enforcement Training)	1	2
Greenville Center	1	2
Farmville Site	*	*
Off-Campus Counts	2	4

Total Count of Vending	15	34
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* **New Welding Bldg** proposed to be complete November, 2025. Estimated to have 2 beverage and 1 snack machine.
 * **Farmville Site** - Currently has no vending machines.
 Re-visit need for vending within 1 year to determine need when more employed.

5.5 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.6 TECHNICAL APPROACH

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

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to PCC a contract manager. The contract manager shall be PCC’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to PCC for customer service. The customer service point of contact shall be PCC’s point of contact for customer service-related issues (define roles and responsibilities).

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of PCC, shall be required to meet periodically with PCC 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 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 PCC, at the option of PCC, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to PCC or its designees. If PCC 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. PCC 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.

6.4 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 PCC’s Contract Manager for resolution. Any claims by PCC 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.

6.5 CONTRACT CHANGES

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

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7.0 ATTACHMENTS

ATTACHMENT A: COST PROPOSAL

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

*****THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL*****

Beverage & Snack Vending Services Price Sheet Fall and Spring Semester	
A. Beverage Vending AND Snack Vending	
Straight Commission in Percentage (Gross less Sales Tax)	%
B. Beverage Vending ONLY	
Straight Commission in Percentage (Gross less Sales Tax)	%
C. Snack Vending ONLY	
Straight Commission in Percentage (Gross less Sales Tax)	%
Beverage & Snack Vending Services Price Sheet Summer Semester + December	
A. Beverage Vending AND Snack Vending	
Straight Commission in Percentage (Gross less Sales Tax)	%
B. Beverage Vending ONLY	
Straight Commission in Percentage (Gross less Sales Tax)	%
C. Snack Vending ONLY	
Straight Commission in Percentage (Gross less Sales Tax)	%

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

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

ATTACHMENT D: CUSTOMER REFERENCE FORM

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

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

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

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

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

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