



UNIVERSITY *of* NORTH CAROLINA
ASHEVILLE

STATE OF NORTH CAROLINA

The University of North Carolina Asheville

Request for Proposal #: 64-824

SKID-STEER LOADER

Date Issued:

Feb 4, 2026

Proposal Opening Date:

Feb 27, 2026

Direct all inquiries concerning this RFP to:

Jonathan Clancy
Procurement Agent

Email: **Jonathan Clancy**

Phone: 828-232-2285



STATE OF NORTH CAROLINA

Request for Proposal #

64-824


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 [eVP Vendor Login](#).

AGENCY: THE UNIVERSITY OF NORTH CAROLINA ASHEVILLE			
REQUEST FOR PROPOSALS NUMBER: 64-824			
Refer all inquiries to Jonathan Clancy, Procurement Agent			
Jonathan Clancy	Phone: 828-232-2285	Fax: 828-251-6743	
Deadline to submit responses to this RFP: Feb 25, 2026 @ 5:00 PM			

EXECUTION

In compliance with this Request for Proposal (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),
- that 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 Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor’s 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 a proposal prior to submission may render the proposal invalid and it MAY BE REJECTED. Late proposals cannot 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):		

Proposal Number: 64-824 Vendor: _____

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

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 the attached certification, by _____ (Authorized Representative of The University of North Carolina Asheville)</p>

Vendor Checklist

By signing the Execution Page of this RFP, you are acknowledging the following items have been reviewed, signed and attached with the Vendor response.

Failure to include this information with bid response may render the proposal invalid and it **MAY BE REJECTED**.

Initials	Description
	Pricing – Attachment A
	Instructions to Vendor – Attachment B
	North Carolina General Terms & Conditions – Attachment C
	HUB Supplemental Vendor Information – Attachment D
	Customer References – Attachment E
	Location of Workers – Attachment F
	Certification of Financial Condition – Attachment G
	Invoices – Section 6.4
	Scope of Work – Section 5.0
	Any Published Addenda on the electronic Vendor Portal (eVP) for this RFP

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM.....	5
2.0	GENERAL INFORMATION	5
2.1	REQUEST FOR PROPOSAL DOCUMENT.....	5
2.2	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS.....	5
2.3	RFP SCHEDULE.....	6
2.4	PROPOSAL QUESTIONS.....	6
2.5	PROPOSAL SUBMITTAL.....	6
2.6	PROPOSAL CONTENTS.....	7
2.7	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	7
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS	8
3.1	METHOD OF AWARD.....	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	9
3.3	PROPOSAL EVALUATION PROCESS.....	9
3.4	EVALUATION CRITERIA.....	10
3.5	PERFORMANCE OUTSIDE THE UNITED STATES.....	10
3.6	INTERPRETATION OF TERMS AND PHRASES.....	11
3.7	HUB PARTICIPATION.....	11
3.8	REFERENCES.....	11

3.9 VENDOR'S REPRESENTATIONS..... 11

.....

3.10 FINANCIAL STABILITY..... 12

.....

3.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION..... 12

4.0 REQUIREMENTS 12

4.1 PRICING..... 12

.....

4.2 TRANSPORTATION AND IDENTIFICATION..... 13

4.3 DELIVERY [AND INSTALLATION]..... 13

4.4 AUTHORIZED RESELLER..... 13

.....

4.5 WARRANTY..... 14

.....

4.6 DESCRIPTIVE LITERATURE..... 14

..... 14

5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK 15

5.1 GENERAL..... 15

.....

5.2 SPECIFICATIONS / EQUIPMENT LIST..... 15

5.3 TECHNICAL APPROACH..... 15

.....

6.0 CONTRACT ADMINISTRATION 16

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE..... 16

6.2 CONTINUOUS IMPROVEMENT.....

..... 16

6.3 ACCEPTANCE OF WORK.....

..... 16

6.4 INVOICES.....

..... 17

6.5	DISPUTE RESOLUTION.....	17
6.6	PRODUCT RECALL.....	17
6.7	USE OF THIS CONTRACT BY THE UNC SYSTEM.....	17
6.8	CONTRACT CHANGES.....	18
6.9	ACH PAYMENT AGREEMENT.....	18
7.0	ATTACHMENTS	18
	ATTACHMENT A: PRICING.....	18
	ATTACHMENT B: INSTRUCTIONS TO VENDORS.....	19
	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS.....	19
	ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.....	19
	ATTACHMENT E: CUSTOMER REFERENCE FORM.....	19
	ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR.....	19
	ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION.....	19

1.0 PURPOSE AND BACKGROUND

The University of North Carolina at Asheville **seeks proposals from qualified vendors for the sale of one (1) New Holland Construction C337 Skid-Steer Loader vehicle for the University's Campus Operations department.** Detailed scope of work in [Section 5](#); complete list of products and their specifications in [Section 5.2](#).

Vendors may propose bids for new vehicles, provided all minimum requirements outlined in this RFP are met.

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

The intent of this solicitation is to award a Statewide Term Contract.

1.1 CONTRACT TERM

The term of the contract shall be based upon the completion and acceptance of all requirements within the scope of work described in this RFP. There is no specific length of time required for the terms of this contract.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 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 also are 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 within this RFP, those must be submitted as questions in accordance with the instructions in the [PROPOSAL QUESTIONS](#) Section. If UNC Asheville 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. UNC Asheville 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](#), UNC Asheville rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. 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).

UNC Asheville 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.

2.3 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	Feb 4, 2026
Submit Written Questions	Vendor	Feb 18, 2026 @ 5 PM
Provide Responses to Questions	State	Feb 23, 2026 @ 5 PM
Submit Proposals	Vendor	Feb 25, 2026 @ 5 PM
Contract Award	State	On or Before Mar 2, 2026 @ 5 PM

2.4 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 e-mailed to [Jonathan Clancy](#) by the date and time specified above. Vendors will enter “RFP # 64-824 Questions” as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, UNC Asheville’s response, and any additional terms deemed necessary by UNC Asheville will be posted - in the form of an addendum - to the [North Carolina electronic Vendor Portal \(eVP\)](#), 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 an Addendum to this RFP.

2.5 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. Vendors 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 date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

[eVP]

If applicable to this RFP and using eVP, 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: [eVP Updates for Vendors | NC eProcurement](#).

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

Proposal Number: 64-824 Vendor: _____

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 [North Carolina eVP website](#) for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.6 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 UNC Asheville rejecting Vendor's proposal, in UNC Asheville'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 Vendor 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 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.
- f) Completed version of [ATTACHMENT A: PRICING](#)
- g) Completed version of [ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION](#)
- h) Completed version of [ATTACHMENT E: CUSTOMER REFERENCE FORM](#)
- i) Completed version of [ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR](#)
- j) Completed and signed version of [ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION](#)

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

A. **BUYER:**

- a. The employee of UNC Asheville or Other Eligible Entity that places an order with the Vendor.
- B. **BAFO**
 - a. Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.
- C. **CONTRACT LEAD:**
 - a. Representative of UNC Asheville who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to UNC Asheville and who will administer the contract for UNC Asheville.
- D. **FOB-DESTINATION:**
 - a. Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- E. **ON-TIME DELIVERY:**
 - a. The delivery of all items within a single order to the receiving point designated by the order entity within the delivery time required.
- F. **PLANNED MAINTENANCE (PM):**
 - a. At minimum, annual major servicing, inspection, minor repairs, cleaning, lubrication, alignment and adjustment.
- G. **QUALIFIED PROPOSAL:**
 - a. A responsive proposal submitted by a responsible Vendor.
- H. **RFP:**
 - a. Request for Proposal
- I. **STATE:**
 - a. The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- J. **STATE AGENCY:**
 - a. Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- K. **UNIVERSITY OF NORTH CAROLINA AT ASHEVILLE:**
 - a. The University of North Carolina at Asheville (UNC Asheville) is one of the 17 schools in the State University System. Also referred to herein as "The University" or "University".
- L. **VENDOR:**
 - a. Supplier, contractor, bidder, prospector, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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 UNC Asheville'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.

Proposal Number: 64-824 Vendor: _____

While the intent of this RFP is to award a Contract to a single Vendor for all line items, UNC Asheville 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 UNC Asheville to do so.

UNC Asheville 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 28 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

UNC Asheville shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. UNC Asheville reserves the right to waive any minor informality or technicality in proposals received. Only responsive submissions will be evaluated.

UNC Asheville 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 UNC Asheville 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 UNC Asheville.

At the date and time provided in the [RFP SCHEDULE](#) Section above, unless modified by Addendum, the proposal from each responding Vendor will be accessed via the [eVP](#) and all offers (except those that have been previously withdrawn, or voided bids) will be noted. Since 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 noted at the time of opening. Interested parties are cautioned that proposals and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's final 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, UNC Asheville will make award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), [North Carolina electronic Vendor Portal](#), 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 UNC Asheville.

UNC Asheville 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 UNC Asheville.

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 UNC Asheville 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.

EVALUATION 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 UNC Asheville.

In addition to the general criteria in [G.S. 143-52](#) which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to UNC Asheville:

1. Pricing ([ATTACHMENT A: PRICING FOR SPECIFIED EQUIPMENT](#))
2. Vendor Qualifications
3. Vendor References ([ATTACHMENT E: CUSTOMER REFERENCE FORM](#))

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete [ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR](#). In addition to any other evaluation criteria identified in this RFP, UNC Asheville 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 UNC Asheville:

- a) Total cost to UNC Asheville
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions

- d) Protection of UNC Asheville’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand UNC Asheville’s business requirements and internal operational culture
- g) Particular risk factors such as the security of UNC Asheville’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by UNC Asheville; 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, UNC Asheville will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy UNC Asheville’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 UNC Asheville exercising its discretion to reject a proposal in its entirety.

3.7 HUB PARTICIPATION

Pursuant to North Carolina General Statute [G.S. 143-48](#), it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support UNC Asheville’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](#).

3.8 REFERENCES

Vendors shall provide at least three (3) references, using [ATTACHMENT E: CUSTOMER REFERENCE FORM](#), for which your company has supplied the exact model of equipment offered. UNC Asheville may contact these users to determine the quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

3.9 VENDOR’S REPRESENTATIONS

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.

If the 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 UNC Asheville 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.

3.10 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 the [ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION](#). UNC Asheville is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify UNC Asheville within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

3.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage will be provided by the Purchasing Agency 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

4.0 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 in a requirement would allow for UNC Asheville to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the [PROPOSAL QUESTIONS \(Section 2.4\)](#) above.

The purpose of this Contract is to facilitate the acquisition of **one (1) New Holland Construction C337 Skid-Steer Loader** for the department of Campus Operations for the University, in accordance with the requirements and specifications outlined herein. Specifications of the vehicle to be provided under this Contract are listed in [SPECIFICATIONS / EQUIPMENT LIST \(Section 5.2\)](#).

The scope of this Contract shall not be construed to restrict the Owner from taking any necessary actions to ensure the timely and cost-effective procurement and deployment of the campus operating vehicle. Such actions shall not relieve the Vendor of any obligations or responsibilities under this Contract.

The Vendor shall coordinate with UNC Asheville for delivery and any required on-site setup during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, and 1:00 p.m. to 9:00 p.m. on Saturdays. Saturday delivery hours are provided for convenience and shall not incur additional charges.

4.1 PRICING

Proposal price shall constitute the total cost to UNC Asheville for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, assembly, administrative and other similar fees. Complete [ATTACHMENT A: PRICING FORM](#) and include in Vendor's proposal. The pricing provided in

Proposal Number: 64-824 Vendor: _____

[ATTACHMENT A: PRICING FORM](#), or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver [Free-On-Board \(FOB\) Destination](#) to any requested location within the State of North Carolina with all transportation costs and fees included in the total proposal price.

When an order is placed using a Purchase Order (PO), the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the [Buyer's](#) name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.3 DELIVERY AND INSTALLATION

The Vendor shall deliver [Free-On-Board \(FOB\) Destination](#) to the following location(s):

Facilities Management
Millar Facilities Complex, CPO 1100
One University Heights
Asheville, NC 28804

Vendor shall complete delivery within 30 consecutive calendar days after receipt of Purchase Order (PO).

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Vendor response must include a plan for vehicle deployment, delivery and setup, and training of Campus Operations personnel. The plan must outline the timeframe from receiving purchase order to project completion; project should be completed within 30 days of receiving university purchase order. Response must outline the process of addressing damaged, backordered or defective equipment.

Delivery shall not be considered to have occurred until any installation / assembly has been completed. Upon completion of installation, the Vendor shall remove and properly dispose of any and all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

4.4 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this RFP. The Vendor shall provide a signed statement from the manufacturer confirming authorization upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of UNC Asheville.

Proposal Number: 64-824 Vendor: _____

Vendor is the: Manufacturer Dealer Reseller Distributor
Authorized: Yes No Attached Manufacturer's Authority: Yes No

4.5 WARRANTY

Vendor warrants that the vehicle furnished under this RFP will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to UNC Asheville, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on UNC Asheville to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider.

Vendor shall provide contact information for warranty service provider, below.

Vendor is authorized by the manufacturer to repair equipment offered during the warranty period? YES NO

Will the Vendor provide warranty service?

- YES
- NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.6 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

Each proposal shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the proposal.

5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The vendor shall furnish all labor, tools, specialized equipment, materials, supplies, supervision, and transportation necessary for the acquisition, delivery, and servicing of the Campus Operations department vehicle, as specifically outlined in this section. The vehicle shall be delivered fully operational and meet the specifications provided by the University. The vendor shall also provide ongoing maintenance and repair services for the vehicles, either on-site or at an approved off-site facility, as required.

All vendor personnel involved in delivery, service, or support activities shall conduct themselves in a professional and competent manner at all times. Employees shall be courteous, maintain a neat appearance, and wear visible vendor identification while on University property. Vendor use of University-owned equipment or property is not permitted without prior written approval from the Contract Lead.

University property, including telephones or other resources, may not be used for personal purposes unless explicitly authorized by a University representative. Smoking is strictly prohibited in all University buildings and on University grounds. If access to secured areas is required, the vendor will be issued appropriate credentials or access key sets. The vendor shall not duplicate any University-issued keys or credentials under any circumstances.

5.2 SPECIFICATIONS / EQUIPMENT LIST

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

Please outline vendors' green initiatives to enhance environmental sustainability while reducing overall carbon footprints. Provide information of the amount of recycled materials, if any, that have been used in manufacturing the products outlined.

<i>Vehicle</i>	<i>Minimum Specifications</i>
<i>New Holland Construction C337 Skid-Steer Loader</i>	<ul style="list-style-type: none"> ● <i>Regular Enclosed Cab with HVAC</i> ● <i>High Flow</i> ● <i>Hydraulic Coupler</i> ● <i>Bucket</i> ● <i>RG78 78" Xtreme Duty Root Grapple</i> ● <i>Arctic 73344962 8' Sectional Snow Pusher</i>

5.3 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to providing the deliverables 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.

The UNC Asheville Contract Lead or appointed representative shall spot check work performed by the vendor. In the event of work performance deficiencies, the Contract Lead shall notify the vendor. Notification may be verbal or written. The University may choose to require the vendor to rectify the deficiency within three (3) working days from time of notification.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to UNC Asheville a Contract Manager. The Contract Manager shall be UNC Asheville’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 UNC Asheville a point of contact for Customer Service. The Customer Service Point of Contact shall be UNC Asheville’s point of contact for customer service-related issues.

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

6.2 CONTINUOUS IMPROVEMENT

UNC Asheville encourages the Vendor to identify opportunities to reduce the total cost UNC Asheville. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.3 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract

Proposal Number: 64-824 Vendor: _____

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 Lead.

UNC Asheville shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by UNC Asheville shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, UNC Asheville may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the [Uniform Commercial Code](#), as adopted in North Carolina.

6.4 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 line-item information to allow the Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

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

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

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to UNC Asheville's Contract Manager for resolution. Any claims by UNC Asheville shall be submitted in writing to the Vendor's [Contract 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.

6.6 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the [Buyer](#) listed on the face of this RFP of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support UNC Asheville, as necessary, to promptly replace any such products, at no cost to UNC Asheville.

6.7 USE OF THIS CONTRACT BY THE UNC SYSTEM

By entering into an agreement with UNC Asheville as a result of this Request for Proposals, Vendor agrees to honor the prices, terms, and conditions of this agreement with any other University of North Carolina institution, including any of the 17 University of North Carolina constituent institutions and University of North Carolina General Administration, at that

Proposal Number: 64-824 Vendor: _____

University of North Carolina institution’s option, in a separate, written agreement between Vendor and the other University of North Carolina institution. Should another University of North Carolina institution choose to enter into a separate agreement with Vendor with terms similar or identical to an agreement resulting from this Invitation for Bids/Request for Proposals, UNC Asheville shall not be responsible for payments or other obligations contained in that separate agreement.

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 UNC Asheville and Vendor. Amendments to the contract can only be through the [Contract Lead](#).

6.9 ACH PAYMENT AGREEMENT

Vendor agrees to receive all payments from the University of North Carolina at Asheville via Automated Clearing House (ACH) direct deposit. Vendor shall provide accurate and complete banking information on the University's required ACH enrollment form via the [PaymentWorks](#) platform prior to the issuance of any payments. Any changes to banking information must be submitted via [PaymentWorks](#). Failure to submit updated banking information may result in delay or disruption of payment. The [PaymentWorks](#) platform uses security protocols and encryption standards to ensure the secure transmission and processing of payment and banking information.

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING FORM

Vendors must submit pricing for all components and requirements of the **New Holland Construction C337 Skid-Steer Loader** specified in this RFP. Partial or incomplete quotes will not be accepted. Proposals that do not include pricing for the full scope of equipment and specifications may be deemed non-responsive and disqualified from consideration.

Complete and return the [PRICING FORM](#) associated with this RFP, which can be found in the table below:

PRICING FORM:

NEW HOLLAND CONSTRUCTION C337 SKID-STEER LOADER	
Regular Enclosed Cab with HVAC	\$
High Flow	\$
Hydraulic Coupler	\$
Bucket	\$

Proposal Number: 64-824 Vendor: _____

RG78 78" Xtreme Duty Root Grapple	\$
Arctic 73344962 8' Sectional Snow Pusher	\$
Total (Base Price)	\$
Total (Price with Specifications)	\$
Delivery / Transportation Charge	\$
Grand Total	\$

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

[Vendor Forms | NC DOA](#)

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:

[Vendor Forms | NC DOA](#)

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

[Vendor Forms | NC DOA](#)

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

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

[Vendor Forms | NC DOA](#)

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

[Vendor Forms | NC DOA](#)

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

[Vendor Forms | NC DOA](#)

Proposal Number: 64-824 Vendor: _____

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