



**THE UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL**

Request for Proposal #: 65-RFP_UNCCHEM2023

**VENDOR OPERATED CHEMISTRY STOREROOM SERVICES
CONTRACT FOR THE DEPARTMENT OF CHEMISTRY AT THE
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL**

Date of Issue: 7/18/2023

Proposal Opening Date: 09/13/2023

At 3:00 PM (EST)

Direct all inquiries concerning this RFP to:

Lynn Barello

Purchasing Agent

Email: lynnbare@email.unc.edu

Phone: 919-962-0265

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

RFP # _____

For internal processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 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 is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

Electronic responses ONLY via NC BIDS will be accepted for this solicitation.

NOTE: To receive the RFP Pricing Proposal Workbook (Excel file), send an email to lynnbare@email.unc.edu and enter "65-RFP_UNCCHEM2023 Pricing Proposal Workbook Request" as the email subject line.



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

Refer ALL Inquiries regarding this RFP to:

Request for Proposal #

Proposals will be publicly opened:

EXECUTION

Certification: By executing this proposal, the undersigned Vendor certifies that: (i) this proposal is submitted competitively and without collusion (G.S. 143-54), (ii) 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), (iii) it is not an ineligible vendor as set forth in G.S. 143-59.1, (iv) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans, specifications or estimates for this RFP, or in awarding or administering the contract to result from this RFP, or in inspecting or supervising the services to be rendered (G.S. 133-32), (v) if any of the services to be performed under this RFP will be performed outside the United States by the Vendor or Vendor's subcontractors, Vendor has disclosed such information in writing to the University (G.S. 147-33.97); (vi) it acknowledges that the University's internal auditor and State of North Carolina auditors have the right under North Carolina law to access upon request the Vendor's records and representatives to audit fees and performance associated with procurement contracts (G.S. 147-64.7), (vii) it and each of its subcontractors for any contract resulting from 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 (G.S. §143-48.5), (viii) neither it nor any assignee of the Vendor is identified on a list maintained by the NC State Treasurer of persons engaged in investment activities in Iran (G.S. §143C-6A.5). False certification may constitute a Class I felony under North Carolina law.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

VENDOR:		
STREET ADDRESS:		P.O. BOX:
		ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the University.

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1.0 PURPOSE AND BACKGROUND

PURPOSE: This Request for Proposal (RFP) is being issued to obtain a contract to provide a Vendor Operated Chemistry Storeroom Service for the Department of Chemistry at the University of North Carolina at Chapel Hill (the “Chemistry and Satellite Storerooms”).

The Department of Chemistry requires a Vendor Operated Chemistry Storeroom and Satellite Storeroom service, which will occupy a total space of approximately 1,394 square feet, own its own inventory, and sell laboratory chemicals and supplies directly to the laboratories, laboratory students, and research groups in the Chemistry Department. The University is accepting competitive sealed proposals from vendors who specialize in the sale of laboratory equipment, supplies, and/or chemicals to research laboratories.

BACKGROUND: The University of North Carolina at Chapel Hill is the oldest public university in the nation. It is one of 16 institutions operated by the University of North Carolina System under the auspices of the Board of Governors. The main campus of 739 acres is located within the town limits of Chapel Hill, North Carolina. The buildings on the main campus consist of 13,054,000 gross square feet.

With 14 colleges and schools, the University’s academic offerings span more than 100 fields, including 78 bachelors, 113 masters, and 68 doctoral degrees as well as professional degrees in dentistry, medicine, pharmacy, and law. Approximately 91 percent of the 29,084 students enrolled at the University attend full time with a resident population of 7,400. Also with five health schools and the UNC Hospitals complex (a separate State agency), the University has one of the nation’s most complete academic medical centers, which is strongly integrated with its liberal arts, basic sciences, and high-tech academic programs.

Vendor Operated Chemistry and Satellite Storerooms are currently operating to service the undergraduate laboratories programs needs and the research needs of its professors, graduate students and postdoctoral fellows in the Chemistry Department.

1.1 UNIVERSITY RESPONSIBILITIES

- A. The University shall provide the Vendor with a blanket purchase order from which the Vendor shall order all products for the Chemistry and Satellite Storeroom as needed. The University will not accept products on consignment.
- B. The University shall provide at no charge to the Vendor the following utility services: water, sewer, gas and electricity, and telecommunication expenses. In addition, the University shall provide routine repair services to University-owned spaces, fixtures and equipment. The University shall not be responsible for any temporary interruption of utility service. The responsibilities of the Vendor relating to utilities are set forth in Section 5.9. The University shall not be liable to the Vendor for any losses that may result from the interruption, failure, quality or quantity of any utilities provided by the University. The University will use its best efforts to maintain these services, but the University shall be held harmless for any disruption of services.
- C. The University shall provide the Vendor with notification in the event that the University becomes aware of unauthorized entry to the Chemistry Storeroom after hours.
- D. The University shall provide the Vendor with a complete listing of all items and quantities that will be required for initial stocking of inventory.

2.0 GENERAL INFORMATION

Information provided in this section are the University’s best effort estimates of the current Vendor Operated Chemistry Storeroom Services Contract for the Department of Chemistry at The University of North Carolina at Chapel Hill, and are intended to assist the Vendor in understanding the scope of the University’s account. The University of North Carolina at Chapel Hill does not commit to any volume or spend indicated. The terms, including pricing, proposed by the Supplier must remain in effect regardless of the University’s actual volume or spend.

The Chemistry Storeroom and Satellite Storeroom currently occupies about 1,394 square feet of space in the Chemistry building, first floor of Kenan Laboratories. The current Chemistry Storeroom facility has separate spaces for offices, dispersing/control, and receiving/staging. There are separate storage areas for general chemicals and for flammables, combustibles, and compressed gases in Kenan Laboratories. The facility is equipped with emergency alarms. Chemistry Storeroom sales average about \$150,000 per year. It is anticipated that a Vendor Operated Chemistry Storeroom could fill many spot purchase orders as ordinary storeroom transactions.

For non-chemical items, the Chemistry Storeroom currently operates on a “closed” model in which customers do not have access to the storeroom. Customers place their orders at a service window and usually receive their items immediately. Occasionally, large orders are dropped off, filled and picked up later. Currently orders are not called in or faxed, and delivery service is not available.

For chemical items, Research Groups have card-access to Satellite Storeroom for chemicals and separate storage area for gas cylinders.

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the main body of this RFP document, plus the attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. All terms in this RFP shall be enforceable as contract terms. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions.

2.2 INSTRUCTIONS TO VENDORS REGARDING TERMS AND CONDITIONS

The University 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. **By execution and delivery of a proposal in response to this RFP, 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. 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

Event	Responsibility	Date and Time
Issue Date	University	07/18/2023
Hold Pre-Proposal Meeting/Site Visit	University	09/06/2023 @ 10 A.M. (EST)
Submit Written Questions	Vendor	09/13/2023 @ 3 P.M (EST)
Provide Response to Questions	University	09/20/2023
Submit Proposals	Vendor	09/27/2023 BY 3 P.M (EST)
Contract Award	University	TBD (date subject to change)
Contract Effective Date	University	TBD (date subject to change)

2.4 MANDATORY SITE VISIT/PRE-PROPOSAL CONFERENCE

Mandatory Site Visit/Pre-proposal Conference

Date: 09/06/2023

Time: 10:00 AM (Eastern Time)

Instructions: It shall be MANDATORY that each Vendor representative be present for a pre-proposal site visit on 09/06/2023. Attendees must meet promptly at 10:00 AM, Eastern Time at Kenan Laboratories (Department of Chemistry – 125 South Road, Chapel Hill, NC, 27599, 919-962-2173, Room# A109. ****Parking Information**** All attendees must sign in upon arrival. Proposals received from prospective Vendors that were not present for the entire site visit/pre-proposal conference may be disqualified from award consideration. The purpose of this visit is for all

prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this RFP. The pre-proposal conference shall serve as the cut-off date for submission of questions. The opportunity to ask questions of the using department will be provided at this time only. No other contact (regarding this RFP) with the using department during the bid process is allowed. Unauthorized contact (regarding this RFP) with the using department during the bid process may subject your proposal to rejection. Answers to questions regarding the content and interpretation of this RFP shall be valid only when provided at the pre-proposal conference. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this proposal. Vendors are cautioned that any information relayed 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 proposal.

2.5 PROPOSAL QUESTIONS

Upon review of the RFP, Vendors may have questions regarding the RFP. Vendors shall submit any such questions by the above due date listed in the section titled “RFP Schedule” above.

Written questions shall be e-mailed to lynnbare@email.unc.edu by the date and time specified above. Vendors should enter “RFP # 65-RFP_UNCCHEM2023: Questions” as the subject for the email. Questions submittals should 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, the University’s response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to the electronic Vendor Portal (eVP), <https://vendor.ncgov.com/vendor/login>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any University 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.

2.6 PROPOSAL SUBMITTAL

[NC BIDS] Electronic responses ONLY will be accepted for this solicitation. If applicable to this RFP and using NC BIDS, all proposal responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Vendors](#) page includes online training videos and a link to [NC BIDS FAQs for Vendors](#).

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor’s proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State’s eVP (electronic Vendor Portal) 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.

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

2.7 PROPOSAL CONTENTS

Vendors shall complete the applicable portions of the attachments of this RFP that require the Vendor to provide information and include an authorized signature where indicated.

Qualified Vendors are encouraged to submit a proposal for performing the services described herein. All proposals must be submitted strictly in accordance with the requirements of this RFP. **Failure to include any required information in the proposal may disqualify an Offeror as a potential Contractor.**

Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Vendors' abilities to satisfy the requirements of this RFP. Emphasis shall be on completeness and clarity of content. The information shall be prepared, tabbed and submitted in the order given below.

- a) Cover Letter
- 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, and signed receipt pages of any addenda released in conjunction with this RFP
- d) ATTACHMENT A: INSTRUCTIONS TO VENDORS
- e) ATTACHMENT B: UNIVERSITY CONTRACT TERMS AND CONDITIONS
- f) Completed version of ATTACHMENT C: CHEMISTRY STOREROOM RFP WORKBOOK
- g) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT E: IRAN DIVESTMENT ACT CERTIFICATION
- i) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for 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 #__ for 'name of Vendor'. Each proposal must be for a specific set of services and must include specific pricing. If a Vendor chooses to respond with various service 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.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGREEMENT or CONTRACT:** "Agreement" or "Contract" shall mean Terms and Conditions provided in this Request for Proposal and incorporated by the University's Purchase Order and any Change Order executed by the Parties under this Agreement.
- b) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the University.
- c) **CHEMISTRY STOREROOM:** "Chemistry Storeroom" shall mean the portion of Chemical Storeroom Services, which dispenses non-chemical supplies and equipment. The Vendor shall have a clerk stationed here during normal business hours during normal business days to sell product over the counter to customers from the Chemistry Department only.
- d) **CONTRACT ADMINISTRATOR:** "Contract Administrator" shall mean the University representative who shall be the direct liaison between the Vendor and the University for this contract. That representative will be Lynn Barelo or his designate.
- e) **END USER DEPARTMENT:** The department or unit of the University that receives the services procured from the Vendor.

- f) **FOB-DESTINATION:** Title transfers 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.
- g) **IMPLEMENTATION PROJECT LEADER:** "Implementation Project Leader" shall mean an employee of the Vendor who, with the Contract Administrator and Chemistry Department, plans and executes the successful start-up of the Chemical Storeroom Services contract.
- h) **MANUFACTURER:** "Manufacturer" shall mean the party responsible for making or fabricating a product.
- i) **OFFEROR:** "Offeror" shall mean a company/firm submitting a proposal in response to this Request for proposal.
- j) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- k) **RESEARCH GROUP:** "Research Group" shall mean graduate students, post doctorate researchers, research assistants, undergraduate researchers, and faculty of the chemistry department.
- l) **RFP:** This Request for Proposal
- m) **SATELLITE STOREROOM:** "Satellite Storeroom" shall mean the portion of the Chemical Storeroom Services, which dispenses chemicals, solvents, and dry ice. This storeroom provides 24/7/365 secured access to customers exclusively from the Chemistry Department.
- n) **STATE TERM CONTRACT** "State Term Contract" shall mean the State Term Contracts entered into from time to time by the State of North Carolina, as may be found on the following website <http://www.pandc.nc.gov/keywordListing.aspx>.
- o) **STORE MANAGER:** "Store Manager" shall mean an employee of the Vendor who is the onsite manager of the Chemistry Storeroom and Satellite Storeroom.
- p) **TERM:** "Term" shall refer to the length of time the contract will be valid as set forth in Section 4.1.
- q) **UNIVERSITY:** The University of North Carolina at Chapel Hill.
- r) **UNIVERSITY HOLIDAY SCHEDULE:** "University Holiday Schedule" shall mean the University holiday schedule maintained at <http://hr.unc.edu/benefits/leave-and-holidays/> and shall be considered the official posting for all University recognized holidays.
- s) **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to this Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the evaluation criteria described below.

3.2 PROPOSAL EVALUATION PROCESS

The successful proposing Vendor must meet the following requirements:

- Demonstrated ability to meet the scope of work
- Demonstrated ability to provide the University with the required supplies
- Demonstrated ability to provide the University with the service levels specified in the RFP document and applicable attachment
- Proposed cost of providing the products and services specified in the RFP document and applicable attachment
- Comprehensive completion and timely delivery of the proposal and applicable attachments according to the University's specifications

The University shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The University reserves the right to waive any minor informality or technicality in proposals received.

The University will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor electronically through NC eVP (electronic Vendor Portal). All proposals must be received by the University not later than the date and time specified on the cover sheet of this RFP. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their sole option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of 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 must be complete and reflect the most favorable terms available from the Vendor.

Vendors are cautioned that this is a request for proposals, not a request to contract, and the University reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the University.

The University reserves the right to reject all original offers and request one or more of the Vendors submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with the University after the initial responses to the RFP have been evaluated.

3.3 EVALUATION CRITERIA

- a) **Submission Due Date:** Proposals shall be received until 3:00 p.m. on Wednesday, September 27, 2023, for furnishing the products and services described herein at the address indicated above as the Issuing Agency. Proposals not received by 3:00 p.m. on Wednesday, September 27, 2023, shall not be considered. No details of the proposals will be divulged at the time of opening. Incomplete proposals will not be considered. Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offeror. The University will provide no reimbursement for such costs.
- b) **Time for Evaluation:** All proposals shall remain valid for a minimum of 90 calendar days after the Proposal Due Date to allow adequate time for evaluation.
- c) **Oral Presentation:** The University may award a contract based on initial proposals received without discussion of such proposals with bidders. However, the University may require an oral presentation by an Offeror to supplement their written proposal. These presentations will be scheduled, if required, by the Purchasing Department after proposals are received and prior to the award of the Contract.
- d) **Best and Final Offers:** Each initial proposal should be submitted with the most favorable price and service available. However, at the option of the University, Best and Final Offers (BAFO) may be requested.
- e) **Award of the Contract:** Upon completion of the evaluation process, the University may award the contract ("Contract") to the Offeror whose proposal is determined to be most advantageous to the University. The Purchasing Department is the only entity authorized to award a Contract.
- f) **Contract Period and Effective Date:** The anticipated Contract term will be for a period of 5 years with one (1) 5 year renewal option. The anticipated effective date of the Contract is TBD.
- g) **Pricing and Completeness:** Best and lowest pricing, applicable discounts of products offered, and overall completeness of the line of products offered.
- h) **Inventory Support Services:** Ability to provide other departmental inventory support services such as chemicals inventory management, dry ice dispersal management, absolute ethanol and inventory reports.
- i) **Proposal Evaluation:** All qualified proposals will be evaluated and an award made shall be based on the following criteria considered, to result in an award most advantageous to the University:

The contract will be awarded to the Vendor whose proposal is most advantageous to the University (to the extent a contract is awarded), as determined by a University Evaluation Committee using the following weighted criteria scoring system. Each committee member will individually assign a point score for each criterion for each Vendor in accordance with the maximum evaluation points listed below. The total of each criterion score will be multiplied by the weight factor to provide a total score for that criterion. The total weighted scores from each Vendor as assigned by each committee member will be added together to reach a grand weighted total for each Vendor. The Vendor with the highest total committee score will receive the proposal award. Notwithstanding anything herein to the contrary, the University reserves the right to reject any or all proposals.

Proposal Evaluation Criteria	Points	Weight in %
A. Pricing Proposal: pricing on Market Basket items should represent the Offeror's best and lowest price at which it can obtain the supplies and materials, including transportation costs and supply them to the University, General Discount Structure for Market Basket pricing.	300	30%
B. Service Capabilities: ability to meet service level requirements and prompt product availability, order completeness, change management experience, ability to meet scope of work, ability to provide a dedicated team of sales and customer service representatives, previous experience with customer, etc.	300	30%
C. Systems & Billing compatibility: ability to electronically transmit daily procurement transactions utilizing the customer's project ID, interact with University personnel for reconciliation purposes, etc.	150	15%
D. Qualifications: Qualifications, including number of similar projects, years and quality of experience in scientific sales, quality of references, understanding of project, financial strength, quality and completeness of proposal, etc.	150	15%
E. Management and Reporting Capabilities: ability to provide the University with required reporting, ability/willingness to meet with the University for Quarterly Business Review Meetings, ability/willingness to market and promote the Chemistry and Satellite Storerooms, etc.	100	10%

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the University to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 CONTRACT TERM

This contract shall be binding on both parties for a five year period beginning on the date of contract award. The University shall have the option of extending the contract for one (1) additional (5) year term. The University shall give the Vendor written notice of its intent to renew no less than ninety (90) calendar days prior to the expiration and if the University elects to renew, the terms of said renewal shall be specified in writing as part of the written notice. Vendor shall respond within thirty (30) calendar days of this notice with any exceptions or changes to the original contract terms. The exceptions shall be negotiated between the University and the Vendor during the remaining sixty (60) calendar days of the notice period. If there are no exceptions taken or, upon mutual contract of the parties concerning renewal terms, the Vendor shall sign the renewal notice and send it back to the University. The total term of this contract, including all renewals, shall not exceed ten (10) years.

4.2 PRICING

Proposal price shall constitute the total cost to End User Department for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete {00049386.DOC 10}

ATTACHMENT C: CHEMISTRY STOREROOM RFP WORKBOOK and include in Proposal. NOTE: Be sure to convert to pdf format for the bid upload since eVP does not accept excel files.

PRICING POLICIES

- A. The Vendor shall ensure that for any State Term Contract item, the price charged to the University, including the cost of delivery, is less than the cost under the relevant State Term Contract. If, during the Term, any new or amended State Term Contract becomes effective which results in a price reduction in any State Term Contract item, the Vendor shall reduce the purchase price it charges the University to ensure compliance by the University and the Vendor with N.C.G.S. 116-13.
- B. For non-state term contract items, the Vendor shall sell merchandise at prices no higher than the pricing offered by the Vendor in response to this proposal.
- C. The Vendor shall agree that any major review and decisions with respect to changes in pricing and discount policies shall not be done more frequently than once per year. In exceptional cases only involving changes in conditions that are outside of the Vendor's control, the Vendor may request a mutual review and decision with respect to policies at any time during the year. The University shall determine the effective date of any such changes in policies.
- D. The Vendor shall be required to completely document in writing and to fully justify to the satisfaction and written approval of the Contract Administrator any requests for changes in pricing and policies. No change in pricing or policies shall be effective until approved, in writing, by the Contract Administrator.

4.3 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. Include a description of the services provided.

4.4 BACKGROUND CHECKS

Vendor shall, at no additional cost to the University, secure comprehensive criminal background checks on all employees and subcontractors of Vendor who will be involved in rendering services to the University on the University's campus. These background checks shall include a complete criminal history, including traffic records, and be performed by a reputable company providing statewide North Carolina searches covering a minimum of the last seven (7) years. Out of state searches shall be required for persons living in the state of North Carolina for less than seven (7) years. This documentation shall be provided to the Contract Lead at least twenty-four (24) hours prior to any employee or subcontractor of Vendor performing work under this contract. This is an ongoing requirement that will apply, in addition to current employees, to any new employees hired after the contract has been awarded. Persons without this documentation may be turned away and not allowed to work on any property owned or utilized by the University until proper documentation is submitted and approved by the Contract Lead. The University reserves the right to keep any person from being assigned to work on its property if that person (1) has been convicted of a criminal offense since the age of eighteen (18), or (2) has an outstanding warrant or a pending court case, or, (3) if related to his/her work at the University, has current habitual problems with traffic-related issues such as no driver's license, no vehicle tags, and/or no insurance.

5.0 SCOPE OF WORK

The University desires to establish a contract to provide a Vendor Operated Chemistry and Satellite Storeroom Service for the Department of Chemistry at the University of North Carolina at Chapel Hill (the "Chemistry and Satellite Storerooms"). The contract shall be established with a qualified vendor to achieve spend and efficiency initiatives, service level enhancements, market competitive pricing and cost savings.

5.1 SERVICES, CHARGES, AND DISCOUNTS

- A. The Vendor shall manage and operate the Chemistry Storeroom and provide the services described herein under the direction and control of the University as hereinafter set forth.
- B. The Vendor shall manage and operate a satellite Chemistry Storeroom (the "Satellite Storeroom") in addition to the primary Chemistry Storeroom. The Satellite Storeroom shall contain a limited number of items (chemicals, solvents, dry ice) that must be accessible to the Chemistry Department users only at all hours, 24 hours a day/ 7 days a week/365 days a year. The Vendor, with the assistance of the Chemistry Department, shall establish access, and

inventory and reconciliation procedures for the Satellite Storeroom.

- C. The Vendor shall purchase, display and sell scientific supplies and materials procured at its own expense to University employees for official work only, throughout the term of the contract.
- D. The Vendor shall stock and offer for sale all scientific supplies and materials in sufficient quantities as defined by the Chemistry Department to adequately meet the needs of the University.
- E. The Vendor shall offer catalog options, including but not limited to on-line/web-based catalogs, paper catalogs, and CD-ROM. Vendor shall provide updates to catalog options upon request.
- F. The Vendor shall have an effective inventory management procedure, including bar coding and scanning of merchandise.
- G. The Vendor shall not substitute any item without the prior written permission of the customer.
- H. The Vendor shall provide sufficient staff and point of sale devices so as to minimize the time required by the University in the purchasing of supplies and materials.
- I. The Vendor shall provide ordering options including: (1) on-line/web-based ordering; (2) walk-up options for ordering; and (3) a manual ordering system as a backup to a computer-based ordering system.
- J. The Vendor shall provide a system for verification and authorization of purchases at time of sale. Vendor shall submit itemized bills to individual accounts for approval to pay, shall bill the account and shall receive payment in accordance with University policies and procedures. The Vendor shall not permit cash transactions at the Chemistry Storeroom. The Vendor shall provide a system that accommodates the UNC One Card system.
- K. The Vendor shall provide for charge sale of merchandise and transmit sales detail nightly through the University's billing system.
- L. The Vendor shall allow p-card transactions only for non-chemistry related chartfield or no project ID assigned purchases.
- M. The Vendor shall have the right to operate a full service, Vendor operated Chemistry Storeroom and Satellite Storeroom for the Department of Chemistry located in Kenan Laboratories, offering all goods and services normally found in such an operation.
- N. The Vendor shall not have the right to sell non-scientific supplies and materials even though they may be items that the Vendor might normally stock in a regular retail store. Such items shall include, but not be limited to:
 - 1. Appliances
 - 2. Televisions, radios, stereos and other audio visual devices
 - 3. Athletic equipment, apparel and supplies
 - 4. Office supplies and equipment
 - 5. Communications equipment or office machines (telephones, fax machines, etc.)
 - 6. Furniture
 - 7. Items considered to be operating capital outlay purchases by the State Comptroller, i.e. items with a per item cost of \$5000 or more and a useful life in excess of one year
- O. The University shall retain the right to provide other non-scientific retail sales operations on campus, as determined by the University and as operated directly through other contract arrangements.
- P. The University reserves the right to purchase scientific supplies from any other source when the requested supplies cannot be supplied by the Vendor within the University's time requirement.
- Q. The Vendor shall not conduct sales to University employees through the Chemistry Storeroom or Satellite Storeroom for that employee's personal use. Sales from the Chemistry and Satellite Storerooms shall be for official University business only.

- R. Non-stock/specialty items may be ordered through the Vendor's catalog as long as no individual item exceeds \$5000.
- S. The Vendor will sell and manage inventory of absolute ethanol during normal business hours. Sales shall be tracked according to established governmental regulations and customers shall be members of the Chemistry Department only.

5.2 HOURS OF SERVICE

- A. Subject to paragraph B below, the Vendor shall be required to have the Chemistry Storeroom open and able to make sales during the normal operating hours of the University, 8:00 A.M. through 5:00 P.M., Monday through Friday (closed 12:00 P.M. – 1:00 P.M. for lunch), 52 weeks per year. Any changes in the hours must be pre-approved in writing by the Contract Administrator.
- B. The Vendor may close the Chemistry Storeroom on normal University observed holidays, in accordance with the University Holiday Schedule.
- C. The Vendor shall include a disaster recovery plan acceptable to the University for personnel to acquire merchandise under emergency conditions from the Vendor during periods when the Chemistry Storeroom would normally be closed (nights, weekends, and holidays).
- D. The Vendor shall be required to have the Satellite Storeroom accessible to Chemistry Department users at all hours, 24 hours a day/7 days a week/365 days a year (unless University has a shutdown for an emergency).

5.3 STOCK SELECTION AND ORDERING PROCESS

- A. The Vendor shall be expected to stock all items or exact equivalent with the same specifications (per chemistry departmental approval), which have been previously approved in the Chemistry Storeroom and Satellite Storeroom operations.
- B. The Vendor shall be required to carry all items of scientific supplies necessary for the operation of the Chemistry Department. Any new items requested by the Chemistry Department should be done on a written request form approved by the Vendor. The Chemistry Department may assist and make recommendations to the Vendor in determining the types and quantity of items, which should be maintained in stock.
- C. If the Vendor can offer additional services with respect to scientific supplies and materials, it should indicate such additional services in its proposal. (examples: inventory management, etc.)
- D. The Vendor shall specifically address in the proposal response exactly how it will handle returns of merchandise as well as returns due to defects or damage due to shipping.
- E. Vendor shall provide for sale all scientific supplies in any and all units required by the customer. This includes the sale of items as single units on up to whole case lots if requested.
- F. The University retains the right to order supplies and chemicals from any vendor for any reason. Vendor shall maintain stock of other manufacturers' items if they meet the demand criteria or if specifically requested by the University.

5.4 PHASED IMPLEMENTATION PLAN

- A. The Vendor shall have the initial stocking requirements available upon request of the University.
- B. The Vendor shall provide a proposal of phased implementation to complete the transition of product from their location to the Chemistry Storeroom and Satellite Storeroom.
- C. The Vendor shall have all equipment/systems onsite and operational within the agreed upon implementation period.
- D. The Vendor shall provide a trial test and proof of successful operation and that all requirements have been satisfied prior to start up.

5.5 BUSINESS PERFORMANCE REVIEW

- A. The Vendor will be required to attend a business performance review as requested by UNC Department.
- B. The Vendor will be required to report on the following at the business performance review:
 - 1. Show sales percent of product mix YTD.
 - 2. Show the discounts applied to each product category sold YTD.
 - 3. Show quality performance by Month and YTD of the total purchase line items. Noncompliance: order error, incorrect shipment, delivery errors, damaged goods, late delivery, defective material, customer order error, other.
 - 4. Service level: Percent fill rate vs. backorder, average order size, show receivable analysis (current month vs. previous month).
 - 5. Transportation Analysis: Custom paid (next day service), absorption (free shipments), UNC savings, transportation percent of total sales.

5.6 UNIVERSITY SUPERVISION AND LIAISON

- A. Liaison between the University and the Vendor shall be the responsibility of the Contract Administrator or his/her designee and the Vendor's store manager.
- B. The Vendor, specifically including the store manager, shall work cooperatively with the Contract Administrator and Chemistry Department in the development and improvement of the Chemistry and Satellite Storerooms' services, operations, programs, prices and policies. The Vendor shall make every reasonable effort to comply with requests from the Contract Administrator for the improvement of the Chemistry and Satellite Storerooms' operations, programs and policies.
- C. Authorized representatives of the University shall have full right of access to all store areas during normal operating hours of service and at other times for scheduled maintenance and repairs and at any time during emergencies.
- D. The University reserves the right to supervise and monitor all aspects of said stores operations such as, but not limited to, hours of operation, placing of orders and special orders, sufficiency of quantities and types of merchandise in stock, quality of merchandise, categories of merchandise offered, courtesy of staff, cleanliness of store areas, adherence to pricing and other policies and generally with respect to safety, sanitation and maintenance; each of which shall be conducted by the Vendor in a manner satisfactory to the University.

5.7 SIGNAGE

- A. The Vendor shall provide and install all necessary signage identifying the Chemistry Storeroom's hours of operation.
- B. The Vendor may incorporate a notation or indication in the signage that the Vendor operates the Chemistry Storeroom. All signage and locations must be pre-approved by the Contract Administrator.

5.8 FACILITIES AND EQUIPMENT

- A. The University shall provide for the Vendor's use in the performance of the contract approximately 1,394 sq ft of space in the Chemistry Building. Currently, the space provided for the Chemistry Storeroom and the Satellite Storeroom is located in Kenan Laboratories across the corridor from one another. The Satellite Storeroom contains a fire rated room for flammable organic solvents, safety eye wash/shower and shelving for chemicals. Vendor will provide insulated storage chest for dry ice dispensing for the Satellite Storeroom. The Chemistry Storeroom provides shelving units for non-chemical product, office space for up to three individuals and used office furniture. The Vendor may substitute Vendor-owned furniture if desired.
- B. The University may provide for the Vendor's use in the performance of the contract, the existing movable fixtures, office furniture, office equipment and any other equipment that is owned by the University and is currently used in the store's operation, if the Vendor so desires. Does not include the current inventory shelving.

- C. The Vendor shall take reasonable and proper care of all facilities and equipment provided by the University. In the event that any facilities provided by the University to the Vendor are damaged due to reasons other than normal wear and tear, the Vendor will be required to reimburse the University for the cost of the repair or replacement of those facilities.
- D. The Vendor will be required to reimburse the University for the costs incurred by the University for any necessary modifications to University's buildings or grounds where the Chemistry and Satellite Storerooms is operated, including the cost of all utility connections. The Vendor will operate and maintain the Chemistry and Satellite Storerooms and all related equipment at its sole cost, subject to the University's responsibilities for certain routine maintenance and utilities as set forth in Section 1.1.
- E. Upon expiration or termination of the contract, the Vendor shall return all University-owned and provided equipment, office furniture, office equipment, movable fixtures and facilities in as good a condition as at the commencement of the contract, excepting ordinary wear and tear.
- F. Any replacement of existing fixtures located in the store at the Vendor's expense shall be regarded as a capital investment by the Vendor and shall be subject to the provisions of Section 5.15.
- G. With respect to any computer hardware, related software and point of sale devices as may be necessary for the Vendor's successful operation of the store; these items shall not be considered a capital investment and shall not be subject to the provisions of the Section 5.15.
- H. As a capital investment on the Vendor's part, subject to the provisions of the paragraph regarding capital investment, the Vendor may propose renovation, remodeling, redecorating, and modification of the existing store facilities. If Vendor plans to do so, a preliminary description of such plans should be included in the proposal subject to the University's approval.

5.9 UTILITIES

- A. The Vendor may specify reasonable additional utility requirements, which the University may provide at additional cost to the Vendor. The University shall not be required to provide or pay for the installation of additional electric lines, telephone or data lines, plumbing, drains, fans, duct work.
- B. The Vendor shall agree to exercise care to keep the usage of these utilities at a minimum, shall comply with University, state and federal energy conservation practices, regulations and policies and shall mutually cooperate in conserving the use of energies and the control of the resulting costs.

5.10 MAINTENANCE AND SANITATION

- A. The Vendor shall provide daily housekeeping, cleaning, maintenance and sanitation service, to the satisfaction of the University, for all store areas and office and the equipment and supplies necessary to accomplish the same. This shall include, but not be limited to, sales area, warehouse area, receiving area, dock area, storage, trash and garbage area, service area, walls, ceilings, windows, vents, floors, display equipment, movable fixtures, furniture and equipment in all areas. The Vendor may request to purchase this service from the University, which the University may elect to provide at an additional cost to the Vendor.
- B. The Vendor shall be responsible for movement of all trash and garbage at least daily to a trash removal receptacle provided by the University without cost to the Vendor. The Vendor shall not accumulate any trash on or around the trash receptacle. The Vendor shall be responsible for adhering to the University's Recycling Policy and practices, including requiring vendor packing materials to be those currently recycled by the University or to be removed from the premises by the vendor.
- C. The University shall assume the expense for the removal of trash and cardboard from the trash removal receptacle.
- D. The Vendor shall adhere to the highest standards of cleanliness and sanitary practices to insure continual sanitation in all functions and matters related to the execution of the terms of the contract. Vendor's actions with respect to the above shall be in accordance with the State of North Carolina Health Department regulations and standards.
- E. The Vendor shall be responsible for the cost of and for providing for the proper maintenance and repair of Vendor-

owned movable furniture, fixtures and equipment including related repair parts and supplies.

- F. The Vendor shall be responsible for normal, wear and tear type maintenance and repairs such as, but not limited to, painting, light bulb or lamp replacement, ceiling tile replacements, wall treatments, window treatments, etc.

5.11 SAFETY AND HEALTH

- A. The Vendor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 or the applicable standards promulgated under said Act.
- B. The Vendor shall take reasonable and proper care and shall use and maintain facilities and equipment under its care, custody and control in a manner which shall not cause a violation of said Act or its applicable standards; including reporting and record keeping requirements of said Act.
- C. If the Vendor provides a capital investment program for the performance of the contract; such capital investment program shall be free of conditions that violate OSHA or its applicable standards. Should repairs, alterations, modifications or replacements be required to comply with the cited Act, such action shall be the responsibility of the Vendor. Should a determination be required as to whether a specific condition violates said Act, a competent safety engineer or safety consultant shall make such determination.
- D. If the Vendor furnishes equipment for the performance of the contract; such equipment shall be free of conditions that violate OSHA or its applicable standards. Should repairs, alterations, modifications or replacements be required to comply with the cited Act, such action shall be the responsibility of the Vendor.
- E. The Vendor shall comply with and conform to all applicable fire and public safety laws, regulations, ordinances and code requirements, as well as the University's own regulations.

5.12 SECURITY AND ILLEGAL ACTS

- A. The Vendor shall be responsible for the cost of contracted security personnel, to the extent it deems it prudent or necessary to secure the services of such security personnel.
- B. Locks and keys (mechanical and electronic) shall be provided by the Chemistry Dept. The Vendor shall exercise control over the distribution of keys to the Chemistry Storeroom, except that at least one copy of the keys to the Chemistry Storeroom shall be provided to a designated official of the University for emergency access for maintenance and to the University Department of Public Safety for emergency response usage. The Vendor shall be responsible for the control and safekeeping of all keys issued to the Vendor by the University. If a key is lost, the Vendor shall be responsible for the replacement cost, including, if necessary, changing the lock(s) to maintain building security. The Vendor's key management program shall be approved by the University and must adhere to the University key policies and procedures. The Chemistry Department shall distribute keys (mechanical and electronic) to the Satellite Storeroom and gas cylinder storage areas.
- C. If the Vendor observes or suspects that a University or a Vendor employee is committing acts of property damage, theft of merchandise or fraudulent acts with respect to the Chemistry Storeroom Service operations, Vendor shall refer such matters to the Chemistry Department. If unresolved, such matters shall be referred to the University's Department of Public Safety.
- D. The Vendor shall cooperate with the University in the prosecution of individuals for acts of property damage, theft or fraudulent acts as the University may reasonably request.

5.13 ACCESS TO INVENTORY REPORTS

- A. The Vendor shall maintain complete and accurate inventory records in accordance with industry standards. All such records shall be maintained in the Chemistry Storeroom and may be reviewed by the University Contract Administrator or the University Internal Auditor at any time during regular business hours.
- B. The University shall have the right of access to statistical data and records maintained by the Vendor relating to the Chemistry and Satellite Storeroom operations, including, but not limited to the following:
 - 1. Selling price less University discount on all items.

2. Cost saving per year on material, labor, processing.
3. Percent performance of fill rate complete upon request.
4. Percent of fill rate complete within 4 and 24 hours.
5. Total annual sales, provided quarterly.
6. Current stock levels of sale.
7. Transaction volume.

5.14 PRICE DISCOUNTS AND FINANCIAL ARRANGEMENTS

- A. As consideration for use of the Universities space and the volume business afforded by virtue of the contract, the Vendor shall provide a percentage discount off the regular sales price for the various categories of scientific supply items offered for sale by the Vendor.
- B. The Vendor shall bill the University through direct data transfer for all University purchases. Payments will be processed via ACH.
- C. Any changes in the discount percentages and financial arrangement must be approved by the Contract Administrator and confirmed in writing as an amendment to the contract.
- D. The Vendor must sell to the University all State Term Contract materials at prices below current State Contract prices.
- E. The University reserves the right to negotiate pricing on any item with the Vendor.

5.15 DELIVERY

The Vendor shall deliver all supplies to the Chemistry and Satellite Storerooms at Kenan Laboratories, during normal working hours.

5.16 PARKING

The Vendor shall require its employees, agents, and subcontractors to abide by the parking and standing policy under which the University allows its vendors to conduct business on University premises, including the purchase of required parking permits. The Vendor shall contact the University's Department of Public Safety at the beginning of the contract and arrange to obtain all necessary parking permits.

5.17 USE OF SPACE

The Vendor shall not utilize University space other than the space assigned to the Vendor without the Chemistry Department's advance written approval.

5.18 SUITABILITY OF STAFF

Employees of the Vendor shall be suitable by reason of training, appearance, and habits, for working on University premises. Employees shall be subject to removal for conduct considered by the University to be undesirable provided that requests for removal shall be in writing and shall not violate any applicable employment law.

6.0 GENERAL

The Department of Chemistry requires a Vendor Operated Chemistry Storeroom and Satellite Storeroom service, which will occupy a total space of approximately 1,394 square feet, own its own inventory, and sell laboratory chemicals and supplies directly to the laboratories, laboratory students, and research groups in the Chemistry Department. Department shall not be liable for any inventory lost and vendor will be responsible for method of payment and securing inventory. The University is accepting competitive sealed proposals from vendors who specialize in the sale of *laboratory equipment, supplies, and/or chemicals to research laboratories.*

6.1 OBJECTIVES

As stated above, The University is accepting competitive sealed proposals from vendors who specialize in the sale of laboratory equipment, supplies and/or chemicals to research laboratories. The objective is to establish a contract for a Vendor Operated Chemistry Storeroom and Satellite Storeroom service solely for the Chemistry Department.

6.2 TASKS

The ***Chemistry Storeroom RFP Workbook*** is an Excel document providing a succinct framework for bidders to respond to questions related to the bidder's company information, operation strategy, storeroom personnel, implementation plan and layout, pricing methodology, market basket pricing, value added services, performance measurements, and other requirements, etc. RFP responses must be returned to the University in this format. The structure of this document may not be altered for any reason. Included tabs are noted below:

- ***A_Company Profile Response:*** Opportunity to provide information to the bidder's company information, qualifications, experience, references, services requirements, account management and reporting capabilities, pricing structure and financial incentives, sustainability programs, etc.
- ***B_Operation Strategy:*** Opportunity to provide details regarding inventory control and management processes, product logistics and fulfillment capabilities, system integration capabilities with University's ERP system, invoicing functionality, and emergency or after hours fulfillment process.
- ***C_Storeroom Staffing:*** Non-Core List items represent the majority of UNC's purchases for this spend category; as such, the bidder is expected to propose comprehensive and market competitive discount levels for non-core item purchases priced via discount off list price. Detailed instructions can be found in the workbook.
- ***D_Implementation Plan:*** The bidder is expected to provide their implementation plan by developing a flowchart of all timeline milestones.
- ***E_Pricing Methodology:*** The bidder is expected to detail their pricing methodology, ability to guarantee pricing and duration, describe process for price increase/decrease notification by both the Vendor and manufacturer.
- ***F_Storeroom Market Basket Items:*** Market basket items represent the majority of the current Chemistry Departments storeroom purchases for this spend category; as such, the bidder is expected to propose comprehensive and market competitive discount levels for these item purchases priced via discount off list price. Detailed instructions can be found in the workbook.
- ***G_Chemicals Storeroom Market Basket Items:*** Market basket items represent the majority of the current Chemistry Departments chemicals purchases for this spend category; as such, the bidder is expected to propose comprehensive and market competitive discount levels for these item purchases priced via discount off list price. Detailed instructions can be found in the workbook.
- ***H_Value Added Services:*** The bidder is expected to indicate its ability to provide a certain framework for health and safety, manufacturer product support, and new customer orientation.
- ***I_Performance Measurements:*** The bidder is expected to provide details regarding business performance review reporting capabilities by (KPI) key performance indicators. Bidder shall provide references in this section as well.
- ***J_Other:*** The bidder shall provide insurance certificate, a completed Execution of Proposal page, a completed Location of Workers Utilized page.

PROJECT ORGANIZATION; PERSONNEL

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. Vendor shall provide information as to the qualifications and experience of the personnel to be assigned to this project, including resumes citing experience with similar projects.

PERSONNEL

- A. The Vendor shall at all times maintain on duty in the store a neatly attired staff of employees sufficient to insure efficient operation and level of service as determined by the Contract Administrator. The Vendor shall add staff during rush periods if necessary.
- B. The University expects that the employee assigned by the Vendor as manager of the store, should be experienced and knowledgeable in the operation of a scientific storeroom operation. The University reserves the right of prior approval (which shall not be unreasonably withheld) of the employee chosen as the manager of the store. The Vendor shall use its best efforts to prevent frequent turnover in the store manager position. The Vendor shall make every effort to provide thirty (30) days advance notice whenever a change in store manager is to be made. No position in the store should remain unfilled for a period to exceed thirty (30) days. The University reserves the right to require that the Vendor change the store manager if the situation warrants removal for cause upon mutual agreement by both parties.
- C. The Vendor shall be allowed to bring the proposed store manager on board in the store after the contract is signed, but prior to the commencement of the contract, subject to the University's prior approval and at the sole expense and discretion of the Vendor.
- D. During the University's evaluation of the proposals, the University reserves the right to require any Vendor whose proposal is under final consideration to present its candidates for the position of store manager. The University feels strongly that the qualifications, abilities and previous experience of potential candidates is a very important consideration in the evaluation of the Vendor's ability to perform under the terms and conditions of the specifications and the resulting contract.
- E. All staff assigned to the store by the Vendor shall maintain proper standards of courtesy, service and professionalism in dealing with University personnel.
- F. Vendor's employees shall be subject to and comply with all applicable University rules, regulations and policies.
- G. All staff required for the operation of the store shall be employees of the Vendor and the Vendor shall be solely responsible for the payment of their wages and benefits. The Vendor is an independent Vendor and not an agent of the University.
- H. In connection with the performance of work under the contract, the Vendor agrees to comply with all applicable federal, state, and local laws or regulations relating to employment or provisions of service. The Vendor shall not discriminate against any person on the grounds of race, color, religion, sex, national origin or disability.
- I. The Vendor shall recruit, hire, employ, train, supervise, direct, discipline, and if necessary, discharge any and all personnel working in the Chemistry Storeroom operation.

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Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The University reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the University reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the University, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the University.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) University Contract Terms and Conditions attached as ATTACHMENT B; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
8. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order #150 (1999), the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
9. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any proposal by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
10. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the University will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a

trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

11. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of a contract resulting from this solicitation, the Vendor shall submit a written request addressed to the University purchasing officer that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** A contract award notice (purchase order) is sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a solicitation. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
12. **MISCELLANEOUS:** The singular of any word or phrase shall be read to include the plural and vice versa.
13. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the University until after the award of the contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the University, or any other representative of the University concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the University directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the University any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the University, from the contract award. Only those communications with the University authorized by this RFP are permitted.
14. **WITHDRAWAL OF PROPOSAL:** a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
15. **INFORMAL COMMENTS:** The University shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the University during the competitive process or after award. The University is bound only by information provided in this RFP and in formal Addenda issued through eVP.
16. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the University of North Carolina at Chapel Hill will not reimburse any Vendor for any costs incurred prior to award.
17. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
18. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Vendor itself.
19. **INSPECTION AT VENDOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to contract award, and during the contract term as necessary for the University determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

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ATTACHMENT B: UNIVERSITY CONTRACT TERMS AND CONDITIONS

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF COMMODITIES AND SERVICES

1. DEFINITIONS. As used herein,

(a) "Agreement" or "Contract" means these General Terms and Conditions for Procurement of Commodities and Services and incorporating the University's Purchase Order and any Statement of Work executed by the Parties under this Agreement.

(b) "Parties" means the University and the Vendor (each, individually, a "Party").

(c) "Products" means all equipment, merchandise, hardware, goods, and documentation to be delivered hereunder to University by Vendor in accordance with the Solicitation Document and/or Purchase Order(s), as applicable.

(d) "Purchase Order" means the document used by the University to order Products and/or any type of Service provided by Vendor in sufficient detail to allow Vendor to accept and accurately fulfill the University's order, and including terms describing price, quantity, invoicing and delivery addresses, and purchasing agent contact information.

(e) "Services" means all services to be performed by Vendor for University under this Agreement, the Solicitation Document, and/or the Purchase Order(s), as applicable.

(f) "Solicitation Document" means the University's request for proposal, request for information, invitation for bid, and/or other solicitation document issued by the University to solicit offers for the Products and Services.

(g) "Statement of Work" means a document that defines, for each project under this Agreement, the (1) work activities to be performed by Vendor, (2) payment rates, (3) additional payment terms (if any), (4) Products and/or Services, (5) work schedule governing Vendor's provision of Services, and any other relevant information the Parties wish to include.

(h) "University" means The University of North Carolina at Chapel Hill and its successors and assigns.

(i) "Vendor" means the Party providing the Products and/or Services to the University under this Agreement, and its successors and assigns.

2. PAYMENT TERMS.

(j) *Terms.* All invoices shall be submitted to the University's Systems and Operations Department unless otherwise instructed on the face of the Purchase Order. Payment terms are net thirty (30) days after the University's receipt of a correct invoice or acceptance of the Services, whichever is later.

(k) *Payment to third party.* Upon written request approved by the University and solely as a convenience to the Vendor, the University may: (i) forward the Vendor's payment check directly to any person or entity designated by the Vendor, and (ii) include any person or entity designated by Vendor as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the University to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all contract obligations.

3. **TAXES.** Any applicable taxes shall be invoiced as a separate item. Invoices shall not include North Carolina Sales & Use Tax. The University is exempt from North Carolina Sales & Use Tax for all qualifying purchases. The University's North Carolina Sales & Use Tax exemption number is 400028. The University shall not be responsible for income or property taxes which are responsibility of the Vendor.

4. **TRANSPORTATION OF PRODUCTS.** Transportation of Products shall be FOB Destination unless otherwise specified in the Solicitation Document or Purchase Order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the University. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the Purchase Order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

5. STANDARDS.

(a) *Manufacturing Requirements.* All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural; or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

(b) *Energy Star Compliance.* All Products constituting electronic office equipment, including but not limited to, computers, monitors, printers, scanners, photocopy machines, and facsimile machines, shall be Energy Star compliant. If any of the Products do not satisfy Energy Star requirements, Vendor shall provide a justification statement explaining why the Products are not Energy Star compliant.

(c) *Quality Assurance.* Vendor will provide and maintain a quality assurance system or program that includes any Products and will tender to the University only those Products that have been inspected and found to conform to the requirements of this Agreement. All manufactured items and/or fabricated assemblies comprising Products are subject to operation, certification or inspection, and accessibility requirements as required by State or federal regulation.

(d) *Site Preparation.* Vendors shall provide the University complete site requirement specifications for the Products, to the extent applicable. These specifications shall ensure that the Products to be installed shall operate properly and efficiently within the site environment. Any subsequent alterations or modifications required to be made to the site which are directly attributable to incomplete or erroneous specifications provided by Vendor shall be made at the expense of Vendor.

(e) *Specifications.* The apparent silence of the specifications in the Solicitation Document as to any detail concerning the Products shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Unless otherwise specified in the University's Solicitation Document, the Products shall be new and not refurbished, field-upgraded, previously opened, or otherwise used.

(f) *Information Security Compliance and Certifications.* At all times during the term of this Agreement, Vendor shall (1) use information security best practices for transmitting and storing potentially sensitive information; (2) employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols; (3) comply with all applicable laws and regulations regarding privacy and data security to maintain database security on any online financial transactions conducted on University's behalf through the use of Vendor's Software or records belonging to University that contain sensitive and confidential information; (4) provide most current Statement on Standards for Attestation Engagements (SSAE) 16 attestation at least once every 2 years; (5) maintain ISO/IEC 27000 series information security best practices; and (6) in the event Vendor is acting as a Service Provider as defined by the Payment Card Industry Data Security Standard (PCI-DSS), comply with the Payment Card Industry Data Security Standard (PCI-DSS) and provide appropriate PCI attestation documentation. The University reserves the right to conduct or request the Vendor to have an independent third party security audit performed.

6. TRAVEL EXPENSES. Unless otherwise agreed by the Parties, Vendor may be reimbursed for documented travel expenses arising under the performance of this Agreement at the out-of-state rates set forth in North Carolina General Statute §138-6; as amended from time to time. Vendor personnel whose travel expenses are to be paid or reimbursed by University funds are subject to University travel regulations, which are located at <http://financepolicy.unc.edu/section/travel/>. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles, and to require employees to share rental vehicles whenever the Services to be provided reasonably allow. Unless otherwise agreed by the Parties, all Vendor-incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt, and shall be paid by the University within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the University unless otherwise agreed by the Parties. The University will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services for which it is necessary to be on site under this Agreement.

7. OWNERSHIP OF WORK PRODUCT. Unless otherwise agreed in writing by the Parties, deliverables developed or prepared specifically for the University hereunder (the "Deliverables") shall be deemed "works made for hire" under the federal copyright laws. Vendor hereby assigns to the University any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the Deliverables. To the extent the Deliverables include data, modules, components, designs, utilities, subsets, objects, processes, tools, models and specifications ("Technical Elements") owned or developed by Vendor prior to, or independently from, its engagement hereunder, Vendor retains ownership of such Technical Elements and Vendor hereby grants to the

University a perpetual, worldwide, fully paid-up limited license to use such Technical Elements for University related purposes.

8. SUBCONTRACTING. The Vendor may subcontract the performance of Services to third parties only with the prior written consent of the University. The Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same regulatory obligations and standards required of the Vendor under this Agreement.

9. ASSIGNMENT. This Agreement may not be assigned by either Party without the written consent of the other Party, except that Vendor may assign this Agreement to an entity owned or controlled by Vendor upon written notice to University. For purposes of this Section, the term "assignment" includes any change in control transaction, such as a merger or acquisition of substantially all the shares or assets of a Party to this Agreement. An assignment will not relieve the assigning Party of its obligations under this Agreement.

10. QUALIFIED PERSONNEL; INTERVIEWS. For services procurements, Vendor shall ensure that qualified personnel of the Vendor will provide the Services under this Agreement 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 applicable industry. Prior to Vendor commencing the provision of the Services and upon the University's request, the University shall have the opportunity to review resumes and conduct interviews of the personnel who Vendor proposes to deploy to provide the Services to the University. If the University is not satisfied with the proposed personnel, the University may request acceptable substitute personnel to be provided by Vendor.

11. KEY PERSONNEL. For Services procurements, Vendor shall not substitute key personnel assigned to the performance of this Agreement without prior written approval by the University's designated contract administrator. Any desired substitution shall be noticed to the University's contract administrator accompanied by the names and references of Vendor's recommended substitute personnel. The University will approve or disapprove the requested substitution in a timely manner. The University may, in its sole discretion, terminate the Services of any person providing Services under this Agreement. Upon such termination, the University may request acceptable substitute personnel to be provided by Vendor.

12. CARE OF PROPERTY. Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this Agreement or purchased by it for this Agreement and will reimburse the University for loss of damage of such property.

13. INSPECTION AT VENDOR'S SITE. The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Purchase Order award, and during the Purchase Order term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Agreement.

14. CONDITION AND PACKAGING. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

15. INDEPENDENT CONTRACTOR. Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent contractors and not employees or agents of the University. This Agreement shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

16. INSURANCE COVERAGE.

(a) *Generally.* Vendor's insurance policies shall meet all laws of the State of North Carolina and shall be obtained from companies licensed or approved to do business in the State of North Carolina with an A.M. Best rating of not less than A-VII. The minimum coverage limitations indicated below shall not be interpreted as limiting Vendor's liability and obligations under this Agreement. University shall not be deemed or construed to have assessed the risk that may be applicable to Vendor. Vendor shall assess its own risks and, if it deems appropriate, maintain higher limits and broader coverages. University shall be listed as an additional insured. Vendor will provide thirty (30) days advance notice to University, either directly or through the insurer, of any cancellation or non-renewal of a policy. The insurance policies must be written on a primary basis and any insurance or self-insurance maintained by University shall be non-contributing.

(b) *Commercial General Liability.* Vendor, at its sole cost and expense, shall maintain Commercial General Liability (CGL) insurance (ISO form CG0001 or equivalent) with the following minimum limits of liability: (i) General Aggregate: \$2,000,000; (ii) Products/Completed Operations Aggregate: \$2,000,000; (iii) Personal/Advertising Injury: \$1,000,000; and (iv) Each Occurrence Limit: \$1,000,000. Umbrella or excess liability insurance may be used to meet the CGL coverage limit requirements.

(c) *Workers' Compensation Insurance.* Vendor, at its sole cost and expense, shall maintain Workers' Compensation Insurance in accordance with the limits and terms required by the laws of North Carolina, as well as Employers' Liability coverage with minimum limits of \$500,000, covering all of Vendor's employees who are engaged in any work under this Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under this Agreement.

(d) *Automobile Liability Insurance.* Vendor, at its sole cost and expense, shall maintain Automobile Liability Insurance, to include liability coverage, covering all owned, non-owned, employee non-owned, leased, and hired vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage per accident. Umbrella or excess liability insurance may be used to meet the Automobile Liability coverage limit requirements.

17. AVAILABILITY OF FUNDS. Any and all payments to the Vendor are contingent upon and subject to the availability of funds to the University for the purpose set forth in this Agreement.

18. INDEMNIFICATION AGREEMENT. Vendor shall indemnify, defend and hold harmless the University, its trustees, officers, employees and agents (collectively, "Indemnitees") from and against any and all damages, costs, liabilities, losses and expenses incurred by Indemnitees arising from or related to (i) the Products delivered or the Services performed by Vendor; (ii) a breach of this Agreement by Vendor; or (iii) any misconduct or acts of negligence by Vendor. Vendor shall pay all royalties and license fees for third party Products it provides to the University under this Agreement. Vendor shall indemnify, defend and hold harmless University from and against any claim asserted against University alleging that the Products or Services or the use of the Products or Services by University constitutes a misappropriation of any proprietary or trade secret information or an infringement of any patent, copyright, trademark or other intellectual property right.

19. PERFORMANCE AND DEFAULT.

(a) If, through any cause, the Vendor shall fail to fulfill in timely and proper manner the obligations under this Agreement, the University shall thereupon have the right to terminate this Agreement by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this Agreement prepared by the Vendor shall, at the option of the University, become the University's property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Vendor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this Agreement, and the University may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined. The University reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the University.

(b) In case of default by the Vendor, the University may cancel and procure the articles or Services from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor, the University may initiate proceedings with the State of North Carolina to de-bar the Vendor from doing future business with agencies of the State of North Carolina.

(c) The Vendor shall be in default if it submitted a certification for price-matching preference under Executive Order #50 and G.S. § 143-59 that was false and/or contained materially misleading or inaccurate information, and/or the Vendor failed to provide information and documentation requested by the University to substantiate Vendor's certification. The State of North Carolina may take action against the Vendor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

20. TERMINATION (SERVICES AND INDEFINITE QUANTITY CONTRACTS ONLY). The University may terminate this Agreement without penalty for any reason upon 30 days written notice to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this Agreement shall, at the option of the University, become its property. If this Agreement is terminated by the University as provided herein, the Vendor shall be paid for services satisfactorily completed, less payment or compensation previously made.

21. CANCELLATION (EXECUTIVE ORDER #50 CONTRACTS). A contract awarded to a North Carolina resident bidder pursuant to Executive Order #50 and G.S.143-59 may be cancelled by the University if the University determines that the bidder's certification or information in resident bidder's Certificate for Price-Matching Preference under Executive Order #50 is false, materially inaccurate or misleading. The Vendor shall bear all losses and liability resulting from the cancellation of the Agreement and/or Purchase Order and the Vendor shall be liable for any additional costs the University may incur by contracting with another supplier of the good or equipment.

22. FORCE MAJEURE. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, riot, strikes, civil insurrection, acts of public officials, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

23. CONFIDENTIALITY; CARE OF INFORMATION.

(g) *Confidentiality.* Any information, data, documents, studies and reports given to or prepared or assembled by the Vendor under this Agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.

(h) *Response to Third-party Requests for University Data.* If Vendor is served with a subpoena related to University data, then, unless prohibited by law, Vendor will provide prior notice of such subpoena to the University to allow the University an opportunity to seek injunctive relief before disclosure of the information.

(i) *Protection of Vendor Trade Secrets under NC Public Records Act.* The University will maintain the confidentiality of Vendor's "trade secrets", in accordance with N.C. Gen. Stat. §132-1, et. seq. (the "NC Public Records Act"). Trade secrets are defined by North Carolina statute as "business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that derives independent actual or potential commercial value from (i) not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." (See N.C. Gen. Stat. §66-152). Vendor shall designate the portions of the materials it delivers to the University that meet this definition of "trade secrets," or that otherwise are exempt from disclosure under the NC Public Records Act, by printing "CONFIDENTIAL" in boldface at the top and bottom of the applicable pages or sections. Under the North Carolina Administrative Code, price information shall not be deemed confidential (NCAC Title I, Chapter 5B.1501). In spite of what is labeled as confidential, the determination as to whether the information is subject to disclosure shall be determined by North Carolina law.

(j) *Protection of University's Sensitive and Confidential Information.* Vendor shall safeguard and protect Sensitive and Confidential Information of the University in accordance with all applicable laws and regulations and consistent with ISO/IEC 27000 series information security best practices. "Sensitive and Confidential Information" means any, but not limited to, the following: "Personal Information" under the North Carolina Identity Theft Protection Act of 2005, confidential "personnel information" under the North Carolina Human Resources Act, "Protected Health Information" under the Health Insurance Portability and Accountability Act (HIPAA), student "education records" under Family Educational Rights and Privacy Act (FERPA), "customer record information" under Gramm Leach Bliley Act (GLBA), "cardholder data" as defined by the Payment Card Industry Data Security Standard (PCI-DSS), and any information protected from disclosure under the North Carolina Public Records Act. Sensitive and Confidential Information must be restricted by Vendor to those with a legitimate business need for access to such information. For purposes of illustration, Sensitive and Confidential Information may appear in research data, public safety information, financial donor information, information concerning select agents, system access passwords, information security records, and information file encryption keys.

If Vendor becomes aware of a confirmed or suspected exposure of Sensitive and/or Confidential University Information, Vendor shall notify the UNC-Chapel Hill Help Desk (919-962-HELP) and ask that a "critical Remedy ticket" be created with the University's Information Security Office. Vendor shall provide a telephone number at which the reporting party can be reached for more detail. The Help Desk takes calls 24x7x365. Vendor shall not provide any information regarding the risk to Sensitive Information or Confidential Information until contacted via telephone by a UNC-Chapel Hill incident handler. Upon being contacted by the incident handler, the Vendor agrees to provide UNC-Chapel Hill with access to any information that is pertinent to the investigation of the possible compromise of UNC-Chapel Hill's sensitive information or mission critical system, including, but not limited to: log data, metadata and forensic images.

(k) *Grant of Limited Right to Use University Data.* Subject to the terms and conditions of this Agreement, University grants to Vendor a non-exclusive, non-transferable, limited right to use University data received or accessed by Vendor in the course of performing services under this Agreement. All right, title and interest in the data shall remain with the University or end users, as applicable. Vendor may not access and/or duplicate the data for any reasons other than those stated herein without the prior written consent of University.

(l) *Limitations on Use of University Data.* Vendor shall not collect, mine, save, disclose, or otherwise use any end user personal information or University data for any purpose other than to provision and support the services expressly contemplated under this Agreement.

(m) *FERPA Acknowledgement.* If the Vendor's Services involve the hosting or accessing of student education records, Vendor acknowledges and agrees that (i) the University has outsourced to Vendor the performance of institutional services or functions for which the University would otherwise use its own employees, (ii) Vendor is considered to be a "school official" with "legitimate educational interests" in "personally identifiable information" from "education records" of University students, as those terms have been defined under FERPA (34 CFR 99), (iii) Vendor is under the direct control of the University with respect to Vendor's use and maintenance of data in the education records, and (iv) Vendor will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Vendor will use such data only for the purpose of fulfilling its duties under this Agreement, and will not monitor or share such data with or disclose it to any third party except as required by law, or authorized in writing by the University.

24. IMPLEMENTATION; CONFLICTS/INCONSISTENCIES. This Agreement shall be implemented by a University Purchase Order. For purposes of construing a transaction as an integrated contract, the following shall be considered a single transaction and a legal and binding contract: (i) the University Purchase Order(s); (ii) any signed Statement of Work or other document directly related to this Agreement that has been signed by authorized representatives of both parties; (iii) the Solicitation Document; (iv) this Agreement; and (v) Vendor's technical and cost proposals submitted in response to the Solicitation Document. In the event of a conflict or inconsistency between these contract documents, the order of precedence shall be the order listed above, where clause "(i)"

receives the highest priority and clause "(v)" receives the lowest priority.

25. AMENDMENTS/CONTRACT AUTHORIZATION.

(a) This Agreement may not be amended orally or by performance. Any amendment, in order to be effective, must be made in written form and signed by duly authorized representatives of the University and Vendor in accordance with this section.

(b) This Agreement is made subject to the shipment of quantities, qualities, and prices indicated on the Purchase Order and all conditions and instructions on the Purchase Order or the Solicitation Document, as applicable. Any changes made to this Agreement or Purchase Order proposed by the Vendor are hereby rejected unless accepted in writing by the University's Purchasing Services Department or the Vice Chancellor for Finance and Administration. The University shall not be responsible for services or products delivered without a Purchase Order or authorization from the University's Purchasing Services Department. In order to be effective, contracts for University purchases of goods or services exceeding \$5,000 must be signed by a duly authorized officer of the University's Purchasing Services Department, or the University's Vice Chancellor for Finance and Administration or his/her delegate.

26. ADVERTISING. Vendor shall not use the existence of this Agreement or the name, logo, images or trademarks of the University of North Carolina at Chapel Hill as a part of any marketing or commercial advertising without prior written approval of the University. Requests to use the University's name, logo, images or trademarks should be directed to the University's Office of Trademarks and Licensing. (<http://www.licensing.unc.edu>).

27. EXPORT CONTROL CLASSIFICATION. Vendor shall not transfer or disclose to the University any equipment, information, substance or material that is controlled under the federal government's Export Administration Regulations (15 C.F.R. 730-774) or International Traffic in Arms Regulations (22 C.F.R. 120-130) (collectively, any "Export Controlled Material") without first informing the University of the Export Controlled Material's Export Control Classification Number ("ECCN"), or other applicable export control designation.

28. NONDISCRIMINATION. Vendor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or appropriate inquiries regarding compensation. Vendor will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, disability, or appropriate inquiries regarding compensation.

29. NOTICES. Any notices required under this Agreement should be delivered to the contract administrator for each Party. Unless otherwise specified in the Solicitation Document, any notices shall be delivered in writing by U.S. Mail, commercial courier or by hand.

30. COMPLIANCE WITH LAWS. Each Party shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its operations, including those of federal, state, and local agencies having jurisdiction and/or authority.

31. GOVERNING LAW AND VENUE. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. In the event the parties are unable to resolve any dispute relating to this Agreement, the exclusive venue for any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North Carolina.

32. SEVERABILITY. In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

ATTACHMENT C: CHEMISTRY STOREROOM RFP WORKBOOK

The Chemistry Storeroom RFP Workbook excel spreadsheet required to provide your information can be obtained by sending an email address for the recipient to lynnbare@email.unc.edu with email subject '65-RFP_UNCCHEM2023'. Since all documents posted to the State's eVP (electronic Vendor Portal) website has to be in a PDF format, we cannot send the Excel spreadsheets along with the RFP. **Please send an email to obtain to complete the spreadsheet and provide a soft copy with your proposal.**

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute §143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this contract. The University will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this contract be performed outside the United States? ☐ YES ☐ NO

If the Vendor answered “YES” above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this contract will be performed by the Vendor, any subcontractors, employees, or other persons performing work under the contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other subcontractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the University, of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the contract outside of the United States ☐ YES ☐ NO

NOTE: All Vendor personnel and subcontractor personnel providing call or contact center services to the University of North Carolina at Chapel Hill under the contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:

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ATTACHMENT E: IRAN DIVESTMENT ACT CERTIFICATION

CERTIFICATION OF ELIGIBILITY Under the Iran Divestment Act

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each Vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the Vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature _____ Date _____

Printed Name _____ Title _____

[This Certification must be signed by an individual authorized to speak for the Vendor]