

# **STATE OF NORTH CAROLINA**

**University of North Carolina at Wilmington**

**Request for Quotes and Qualifications: 72-QCWP25013**

**As-Needed Photography and Videography Services**

**for Campus-Wide Events**

Date of Issue: 01/13/2025    Proposal Opening Date: 02/12/2025 2:00 PM ET

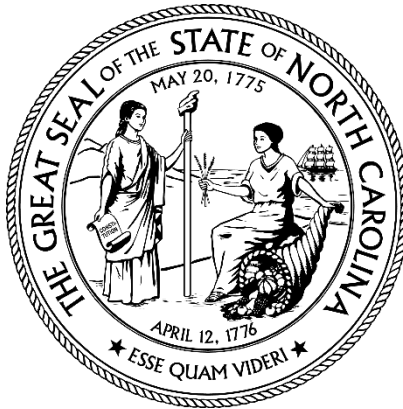
**Direct all inquiries concerning this RFQ to:**

Carol W. Page, MPA, NCCM, CPPO

UNCW Purchasing Services

[pagec@uncw.edu](mailto:pagec@uncw.edu)

910-962-3190



## STATE OF NORTH CAROLINA

### Request for Quote #

**72-QCWP25013**

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

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

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Vendor Name

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Vendor eVP#

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

*Sealed, mailed responses ONLY will be accepted for this solicitation.*

# STATE OF NORTH CAROLINA

## University of North Carolina at Wilmington

<b>Refer <u>ALL</u> Inquiries regarding this RFQ to:</b> <b>Carol Page, MPA, NCCM, CPPO</b> <b>Purchasing Services</b> <a href="mailto:pagec@uncw.edu">pagec@uncw.edu</a> <b>910-962-3190</b>	<b>Request for Quote #: 72-QCWP25013</b> Proposals will be opened in the <b>new</b> Purchasing Services Building, Room, <b>5129 Lionfish Drive</b> , on Wednesday, February 12, 2025 2:00 PM ET. <b>See the UNCW Campus map (<a href="https://uncw.edu/campus-map/interactive">https://uncw.edu/campus-map/interactive</a>) for the correct location.</b>
<b>Requisition No.: TBD</b>	<b>Commodity No. and Description: 80140000 Photography and Videography Services</b>

### **EXECUTION**

In compliance with this Request for Quote (RFQ), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFQ, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD** Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

**ACCEPTANCE OF BIDS**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

Authorized Representative of the University of North Carolina at Wilmington

*[Continued next page]*

## 1.0 PURPOSE AND BACKGROUND

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The University of North Carolina Wilmington (“UNCW” or “State”) is requesting pricing and qualifications from professional photographers and videographers (individuals and firms) to provide ongoing, as-needed photography and videography services for its departments and business units. Sealed, mailed responses ONLY will be accepted for this solicitation.

This process aims to establish a roster of highly qualified photographers and videographers who will best meet the University’s needs.

The University intends to award multiple, non-exclusive contracts. Vendors should review Attachment 3 the “Sample Contract” before submitting a proposal. All questions or concerns about the contract terms should be submitted per Section 2.2 below. The University will not entertain Vendor contracts nor sign Vendor forms

Work will be assigned on an “as-needed” basis and the volume of work is not guaranteed. All products of work, images, files, B-roll, etc. shall become the sole property of UNCW. Work must conform with UNCW’s Office of University Relations (“OUR”) standards as well as UNCW’s licensing requirements. For more information about UNCW please visit:

- About UNCW (<http://uncw.edu/aboutuncw/aboutJustthefacts.html> )
- OUR Menu of Services (<https://uncw.edu/ur/documents/ourmenu.pdf> )
- Brand Identity Guide (<https://uncw.edu/myuncw/about/brand/> )

The Contract shall have an initial term of two (2) years, beginning on the date of final Contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for one (1) additional two-year term, or portion thereof. The State will give the Vendor written notice of its intent to exercise its option no later than thirty (30) days before the end of the Contract’s first term.

Bids shall be submitted under the terms and conditions of this RFQ and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	State	01/13/2025
Submit Written Questions	Vendor	01/20/2025 12:00 PM ET
Provide Response to Questions	State	Around 01/24/2025
Submit Bids	Vendor	02/12/2025 2:00 PM ET
Contract Awards	State	TBD

## 2.2 VENDOR QUESTIONS

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

Written questions shall be emailed to [pagec@uncw.edu](mailto:pagec@uncw.edu) by the date and time specified above. No information, instruction, or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFQ and an addendum to this RFQ.

## 2.3 BID SUBMITTAL

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

Mailing address for delivery of bid via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
PROPOSAL NUMBER: 72-QCWP25013 UNCW Purchasing Services, Attn: Carol Page 601 South College Road Wilmington, NC 28403-5615	PROPOSAL NUMBER: 72-QCWP25013 UNCW Purchasing Services, Attn: Carol Page 5129 Lionfish Drive Wilmington, NC 28403

CAUTION: For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to UNCW's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. Attempts to submit a proposal via facsimile (FAX) machine, telephone, or email in response to this RFQ shall NOT be accepted.

**a) Submit one (1) signed, paper original executed proposal response, and one (1) un-redacted PDF copy on a flash drive** and, if the Vendor has trade secrets to be held as confidential, one (1) redacted ("Proprietary and Confidential Information Excluded") copy on a flash drive of your proposal simultaneously to the address identified in the table above. If the Vendor does not provide a redacted version of the proposal with its proposal submission, the University may release an unredacted version if a record request is received. However, under no circumstances shall price information be designated as confidential.

**b) Submit your proposal in a sealed package.** Mark each package with: (1) Vendor name; (2) the RFQ number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If the Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

## 2.4 SUBMITTAL CONTENTS CHECKLIST

Vendors shall populate all attachments of this RFQ that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendor RFQ responses shall include the following items and attachments and be arranged in the following order:

- ☐ **1. Cover Letter**, which must include all of the following: (i) a statement that confirms that the Vendor has read the RFQ in its entirety, including all links, and all Addenda released in conjunction with the RFQ; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- ☐ **2. Completed and signed version of all EXECUTION PAGES.**
- ☐ **3. Signed receipt pages of any addenda** released in conjunction with this RFQ, if required to be returned.
- ☐ **4. Completed version of FORM A: PRICING & QUESTIONS TO VENDORS.** Include the URL of your on-line portfolio or a flash drive with your work (or both).
- ☐ **5. Completed version of FORM B: APPLICATION (PUR 1.40) Section 1 filled in and signed.** Section 2 will be filled in by UNCW.
- ☐ **6. Completed version of FORM C: CUSTOMER REFERENCES**
- ☐ **7. Completed version of FORM D: HUB SUPPLEMENTAL VENDOR INFORMATION**

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 EVALUATION AND METHOD OF AWARD

While the intent of this RFQ is to award a Contract(s) to multiple Vendors, the State reserves the right not to award one or more line-items, or to cancel this RFQ in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.

The State reserves the right to reject any quote on the basis of cost, fit, form and/or function.

For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.

Qualified submittals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State.

- Price: 55%

- Experience and performance of the firm. Quality of references, expertise, experience, and qualifications of staff assigned to the project 5%
- Quality of portfolio, style, creativity, skills and equipment that the Vendor will be using in the performance of services. 35%
- Completeness of proposal and willingness to accept North Carolina General Terms and Conditions 5%

In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFQ. Except as specifically stated in the RFQ, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

Each Vendor submitting a bid to this RFQ, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFQ or inquiries directed to the purchaser named in this RFQ regarding requirements of the RFQ (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

and deliver the Services and/or other Deliverables.

## **4.0 SPECIFICATIONS AND SCOPE OF WORK**

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### **4.1 FORMAT OF IMAGES/VIDEO**

All photographic images shall be delivered in raw format, unless otherwise required by the State. All videography will be delivered in mp4 or .mov. Raw footage shall be included on the package

### **4.2 BACKGROUND CHECKS**

Criminal background checks will be required.

### **4.3 EQUIPMENT**

Vendors will be responsible for providing all equipment necessary to complete assignments, including but not limited to cameras, lighting, computer and software.

### **4.4 AGENCY INSURANCE REQUIREMENTS**

A certificate of insurance will be required.

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

- ☐ Small Purchases

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

☐ Contract value in excess of \$1,000,000.00

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

a)	<b><u>Employer's Liability</u></b>	\$1,000,000	
b)	<b><u>Commercial General Liability</u></b>	\$2,000,000	Combined Single Limit
c)	<b><u>Automobile</u></b>	\$1,000,000	Bodily injury and property damage
		\$1,000,000	Uninsured/under insured motorist
		\$1,000	Medical payment

#### 4.5 ACCEPTANCE OF WORK

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

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

#### 4.6 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

#### 4.7 CONTRACT CHANGES

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

[Continued next page]

## 5.0 FORMS

### FORM A: PRICING, QUALIFICATION & EQUIPMENT

The following information will be used in the evaluation of your proposal. Additional pages may be added.

#### Service Specifications:

- All images, raw and edited, and all video are the sole property of UNCW and not for other use without the express written permission of UNCW.
- All photographic images shall be delivered in the format, raw and/or edited, as required by the Client department.
- All videography will be delivered in mp4 or .mov. Raw footage shall be included in the package.
- Criminal background checks will be required.
- Certificate of insurance will be required.
- Vendors will be responsible for providing all equipment necessary to complete assignments, including but not limited to cameras, lighting, audio, computers, and software.

#### 1. Cost Proposal

Rate(s) **must** include all expenses, including but not limited to mileage, parking, travel time, travel expenses, travel expenses, supplies and equipment. No other charges shall be invoiced to UNCW.

	<b>Rates:</b>	<b>Photography Services:</b>	<b>Videography Services:</b>	<b>Comments:</b>
a)	Hourly Rate: Monday – Friday (8:00 AM – 6:00 PM)			
b)	Hourly Rate: Monday – Friday (After hours)			
c)	Hourly Rate Weekends:			
d)	Hourly Rate Holidays:			
e)	Half-Day (4 hours) Filming			
f)	Half-Day (4 hours) Editing			
g)	Flat-rate quote for a 5-minute finished video, with 3 student interviews, half-day filming and half-day editing,			

#### 2. Questions to Vendor :

- Resume and Portfolio:** Please provide a brief narrative of your experience and the web address of your online portfolio or a flash drive containing samples of your work.
- Software Used:** Describe your experience with Adobe Creative Suite, or other applicable

software, that you use.

- c) **Willingness to Accept NC Terms:** Please confirm that you have read and understand NC General Terms & Conditions and agree to abide by them without exception.
- d) **Equipment to be Used:** Please provide the list of your equipment to be used for assignments at UNCW (Additional pages may be added). Include the following:

Description	Make	Model	Year	Notes:
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*[Continued next page.]*

**FORM B: APPLICATION FOR CERTIFICATION AS INDEPENDENT CONTRACTOR (PUR 1.40 FORM)**

**VENDOR COMPLETE SECTION 1, SIGN, & SUBMIT**  
(Section 2 will be completed by UNCW)

**PERSONAL INFORMATION****SECTION I** (completed and signed by applicant)

Legal Name: \_\_\_\_\_ Last 4 numbers of SSN/ITIN/EIN:   
Company Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Make check payable to: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Residency status for tax purposes (check one): U.S. Citizen ☐ Resident Alien ☐ Nonresident Alien ☐

**VENDOR INFORMATION**

Will this service be provided on an ongoing basis or one time? ☐ Ongoing Basis ☐ One Time

Have you worked at UNCW as an independent contractor before?

Yes ☐ No ☐

If yes, please tell us how:

Describe service that is to be provided:

*\*If vendor has unsupervised contact with students and/or minors, a [background check](#) is required to be completed. Work cannot be approved to begin until the background check is completed*

1. Are you related by blood or marriage to a UNCW employee or officer?

Yes ☐ No ☐

If yes, tell us the relationship, name & department:

2. Do you have a business association with a UNCW employee or officer?

Yes ☐ No ☐

If yes, tell us the relationship, name & department:

3. Are you receiving retirement benefits through the NC Teachers' & State Employees' Retirement System (TSERS) or the Optional Retirement Plan (ORP)? If yes, which system?

Yes ☐ No ☐

4. Are you employed by a NC school system or community college?

Yes ☐ No ☐

5. Have you contributed to the state retirement system, either TSERS or ORP?

Yes ☐ No ☐

6. Within this calendar year, have you been a UNCW student or student employee?

Yes ☐ No ☐

7. Will you receive a W-2 from an NC state agency or a UNC university in the current calendar year? If yes, what state agency or university?

Yes ☐ No ☐

## Vendor Information (continued)

- |  |                           |                          |
|--|---------------------------|--------------------------|
| 8. Do you offer your services to others as part of a trade or business?  | Yes <input type="radio"/> | No <input type="radio"/> |
| 9. I will receive little or no training, supervision, or instruction from UNCW, other than receiving the scope of services.                              | Yes <input type="radio"/> | No <input type="radio"/> |
| 10. I set my own priorities, timeline, amount of effort, hours of work and work independently to accomplish the services within the required time frame. | Yes <input type="radio"/> | No <input type="radio"/> |
| 11. I have made an investment in my own trade or business, which may include obtaining a business EIN from the IRS.                                      | Yes <input type="radio"/> | No <input type="radio"/> |
| 12. I pay for my own business/travel expenses.   | Yes <input type="radio"/> | No <input type="radio"/> |
| 13. I provide most of my own tools/supplies/materials.   | Yes <input type="radio"/> | No <input type="radio"/> |
| 14. I have my own insurance for work-related injuries.   | Yes <input type="radio"/> | No <input type="radio"/> |

By signing below, I certify that all the information provided in this application is correct and, if applicable, that I am a vendor in good standing with both state and federal agencies. I understand that the payments I receive are subject to IRS regulations and may be taxable income, subject to backup withholding and 1099 or 1042-S federal reporting. Payments in excess of \$1,500 may be subject to 4% NC withholding tax. Depending on services provided to UNCW, I may be subject to a criminal background check. I also agree that I shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind and from any and all claims and losses accruing or resulting to any person, firm or corporation that may be injured or damaged in the performance of this service. I represent and warrant that I shall make no claim of any kind or nature against the University's agents who are involved in the delivery or processing of my services to the University. This is an application and should not be construed as acceptance of an offer for services.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION II (completed by UNCW department initiating services)

## PAYMENT OPTIONS (include all that apply)

A.	Service Fee	\$ _____
B.	UNCW Paid Lodging	\$ _____
C.	Prepay Airfare	\$ _____
D.	Misc. Items	\$ _____

Prepared by: \_\_\_\_\_

Department: \_\_\_\_\_

Will the vendor have unsupervised contact with students and/or minors?

Yes ☐ No ☐

If yes, applicant must submit a [criminal background check release form](#) to Human Resources. Human Resources must have given approval to begin work prior to services starting.

Will services be performed in North Carolina? Yes ☐ No ☐ Date(s) of service/performance

to

## COMMENTS (optional)

**FORM C: CUSTOMER REFERENCE FORM**

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Solicitation #: **72-QCWP25013**

Vendor Name: \_\_\_\_\_

**Instructions:** The Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Description of assignment:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Description of assignment:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Description of assignment:	

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**FORM D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Solicitation #: **72-QCWP25013**

Vendor Name: \_\_\_\_\_

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled. Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to the questions below, as applicable.

**PART I: HUB CERTIFICATION**

Is Vendor a NC-certified HUB entity? ☐ Yes ☐ No

If yes, provide Vendor #: \_\_\_\_\_

If no, does Vendor qualify for certification as HUB? ☐ Yes ☐ No

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

**PART II: PROCUREMENT OF GOODS - SUPPLIERS**

For Goods procurements, are you using Tier 2 suppliers? ☐ Yes ☐ No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

**PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS**

For Services procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ Yes ☐ No

*If yes, then provide the following information:*

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of the total bid price

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**ATTACHMENT 1: INSTRUCTIONS TO VENDORS**

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

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

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**ATTACHMENT 2: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

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

*[Continued on next page.]*

### **ATTACHMENT 3: SAMPLE SERVICE CONTRACT**

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The following agreement is a sample of the contract for this program. Questions or clarifications must be submitted per Section 2.1 above. Any exceptions must be requested in writing before the bid opening. This sample does not need to be signed until after the evaluation period is completed and award(s) are made.

#### **UNIVERSITY OF NORTH CAROLINA AT WILMINGTON CONTRACT FOR SERVICES**

THIS AGREEMENT is made and entered into this **DD of MONTH YEAR** by and between **NAME, CITY, STATE** hereinafter referred to as "Contractor", and the University of North Carolina at Wilmington, hereinafter referred to as "University";

#### **WITNESSETH**

THAT WHEREAS, the Contractor has submitted to the University a proposal for the performance of certain services; and WHEREAS, the parties hereto desire to reduce the terms of this agreement to writing; NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

The Contractor hereby agrees to perform in a manner satisfactory to the University, the services as described in the attached Schedule A (Statement of Work).

1. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any individual contractual relationship with the University.
2. The Contractor shall not substitute personnel assigned to the performance of this contract without prior approval by the University's Contract Administrator.
3. The University's Contract Administrator shall be **NAME, TITLE, DEPARTMENT**.
4. Work proposed to be performed under this contract by the Contractor or its employees shall not be sub-contracted without prior written approval of the Contract Administrator.
5. The period for which the Contractor shall be committed to provide the services specified in this contract shall be from date of execution of the contract through **END DATE [MONTH DATE YEAR]**.
6. If, through any cause, the Contractor shall fail to, in timely and proper manner, fulfill the obligations under this agreement, the University shall there upon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of the agreement, and the University may withhold any payment due the Contractor for the purpose of set off until such time as the exact amount of damages due the University from such breach can be determined.
7. The University may terminate this agreement for convenience at any time by 30 days' notice in writing from the University to the Contractor. The University may terminate this agreement for cause at any time by written notice. Unsatisfactory performance or conduct of contracted employees is reason for termination by cause. The Contract Administrator has the authority to decide what constitutes reasonable justification for termination by cause. In the event of termination, all finished or unfinished materials as described in Paragraph 7 above shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein. In that case, the Contractor will be paid in an amount which bears in the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this agreement, or for each full day services performed where compensation is based on each full day of services performed, less payment of compensation previously made.

8. It is understood and agreed between the Contractor and the University that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation of appropriation of funds to the University for the purpose set forth in this agreement.
9. Any information, data, instruments, documents studies or reports given to or prepared or assembled by the Contractor 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.
10. Upon the entering of a judgment of bankruptcy or insolvency by or against the Contractor, the University may terminate this contract for cause.
11. The Contractor shall not assign or transfer any interest in this agreement.
12. No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. In addition, all inventions and copyright ownership in and to any work, including but not limited to form, process, method, art, negatives, photographs, designs, text, software, or other documentation created as part of the Contractor's performance under this agreement shall vest in the University, and the Contractor agrees to assign all rights therein to the University.
13. It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be New Hanover County, North Carolina, and in said County and State shall matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this agreement, be determined.
14. The Contractor agrees that the University will have the right to audit the records of the Contractor pertaining to this contract both during performance and after completion. The Contractor will retain all such records for a period of three years following completion of the contract.
15. The Contractor agrees that he/she shall be responsible for the proper custody and care of any property furnished him/her for use in connection with the performance of this contract or purchased by him/her for this contract and will reimburse the University for its loss or damage.
16. The non-discrimination clause contained in Section 202 Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The Program for Employment of the Handicapped (Affirmative Action): Regulations issued by the Secretary of Labor of the United States in Title 20, part 741, Chapter VI, subchapter "C" of the Code of Federal Regulations, pursuant to the provisions of Executive Order 11758 and Section 503 of the Federal Rehabilitation Act of 1973 are incorporated herein.
17. When necessary, the Contractor shall obtain, pay for, and keep in force for the duration of the contract the following minimum insurance and shall furnish to the University certificates evidencing that such insurance is in effect and providing that the carrier shall give the Contractor and the University at least 10 days written notice of any material change in or cancellation of such insurance:
  - a) Workmen's Compensation Insurance, required by the laws of North Carolina, covering all of the Contractor's employees engaged in any work hereunder;
  - b) Public liability insurance against liability for bodily injury or death of any one person in any one accident in the amount of \$100,000 and in the amount of \$300,000 for the injury or death of more than one person in any one accident; this policy shall further provide against liability for Property Damage in the amount of \$100,000 for any one accident and \$100,000 in the aggregate, which may be caused by Contractor or Employee of contractor in the course of doing its work;

All above insurance coverage must be obtained from a company duly licensed to do business in the State of North Carolina and countersigned by a licensed resident agent.

18. The Contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the University has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the University's agents who are involved in the delivery or processing of Contractor

goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

19. 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 by any act of war, hostile foreign action, nuclear explosion, riot, civil insurrection, earthquake, hurricane, tornado or other catastrophic natural event or act of God.
20. The Contractor shall be required to comply with all laws, ordinances, codes, rules, regulations and licensing requirements that are applicable to the conduct of its business and the work to be performed, including those of Federal, State and local agencies having jurisdiction and/or authority.
21. The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees.
22. This contract, UNCW RFQ 72-25013CWP incorporating NC General Terms and Conditions and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.
23. This contract may be amended only by written amendments duly executed by the University and the Contractor.
24. Any notice under this Contract to the Parties shall be sufficient if mailed to the other as indicated below:
25. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State Statutes of Limitations.
26. Payment shall be made as follows: For satisfactory performance of the services described in the attached Schedule A (Statement of Work), the University shall pay the Contractor the compensation provided for in the attached Schedule B (Compensation). Payment shall be made within thirty (30) days after the University's receipt and approval of the Contractor's monthly statement of services and costs, prepared in such form and detail and supported by such documents as the University may specify. The Contractor shall not incur costs for performance of services under this Agreement in excess of **\$AMOUNT** without the prior written authorization of the University's Purchasing Department as otherwise specified in this document nor shall the Contractor be required to render performance beyond the **\$AMOUNT** limit unless and until said prior written authorization is obtained.
27. Loss of Funding: Contractor expressly acknowledges and agrees that in the event funds are not appropriated or allocated by state or university for this purpose, UNCW may terminate the order at any time during the period of performance without further obligation to contractor and without contractor recourse of any kind, in law or equity.
28. Personal Identifiable Information: If the University provides the Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act (FERPA), 34 CFR §99.3, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of the University under this Contract. Contractor further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not redisclose personally identifiable information as directed by FERPA, 34 CFR §99.33, or by other State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Contractor's responsibilities under the NC Identity Theft Protection Act, Contractor shall immediately notify the University with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with the University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, with regard to, but not limited to, the cost of notification of affected persons as a result of its accidental or negligent release of university data provided to Contractor pursuant to the Contract.

IN WITNESS THEREOF, the parties have executed this agreement effective the day and year first above written.

*[Signature blocks will be Inserted in this space. The contract continues next page.]*

## **SCHEDULE A STATEMENT OF WORK**

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the terms and provisions of the Agreement.

The Contractor will provide the following service:

1. *[Contractor proposal shall be incorporated into this section.]*

## **SCHEDULE B COMPENSATION**

This sets forth the compensation payable by the University to the Contractor in accordance with the terms set forth in the Contract.

Upon the satisfactory completion of the services, Contractor will submit invoices for payment. Prepayment or deposits are not permitted. Please submit a copy of the invoice to [accountspayable@uncw.edu](mailto:accountspayable@uncw.edu).

1. Payment will be made by University check (or ACH Direct Deposit if requested) payable to:  
\_\_\_\_\_.
2. Rate:
3. Payment will be made by UNIVERSITY check, payable to the Contractor. W9 with Taxpayer Identification Number or Social Security Number of Contractor is required.

*[End of Sample Contract and RFQ Document]*