

STATE OF NORTH CAROLINA

**North Carolina A&T State University**

**Request for Proposal #: 59-P2384**

**Vending and Micro Market Proposal**

**Date of Issue: April 5, 2024 @ 5:00 P.M**

**Proposal Opening Date: April 26, 2024 at [3:00 P.M] ET**

**Direct all inquiries concerning this RFP to: Kamara Woods
Procurement Specialist
Email: kwoods1@ncat.edu
Phone: [336-285-2981]**



**STATE OF NORTH CAROLINA**

# Request for Proposal # [RFP 59-P2384]

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

**This page shall be filled out and returned with your proposal.**

**Failure to do so may subject your proposal to rejection.**

## Vendor Name

Vendor eVP#

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

*Electronic responses ONLY will be accepted for this solicitation.*

|  |
| --- |
| **STATE OF NORTH CAROLINA*****Division of* North Carolina A&T State University** |
| **Refer *ALL* Inquiries regarding this RFP to:*****Kamara Woods*** | **Request for Proposal #: 59-P2384** |
| **Proposals will be publicly opened: Friday, April 26, 2024 @ 3:00 P.M.** |
| **Kwoods1@ncat.edu** | **Commodity No. and Description:** **48110000 – Vending Machines** |
| **336-285-2981**  |

**EXECUTION**

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

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

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

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

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

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

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

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

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

##### Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

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

**VALIDITY PERIOD**

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

**ACCEPTANCE OF PROPOSAL**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this day of , 20 , as indicated on The attached certification, by .

**(Authorized Representative of [North Carolina A&T State University)**

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# PURPOSE AND BACKGROUND

The purpose of the RFP is to solicit offers from qualified firms to establish a contract to supply and manage the operation of vending snack services and micro markets in accordance with the terms, conditions, and specifications that are outlined herein. Proposals will only be considered from reputable firms organized primarily for the purpose of supporting snack vending and micro markets on the premises of a second party.

Campus Enterprises at North Carolina A&T State University is seeking qualified vendors to provide Snack Vending Equipment and Micro Market Services to the University. They must own the equipment and provide the installation, service, and maintenance of the vending machines. Vendors must report the gross monthly vending reports to the University for each machine for commission amounts. There are currently forty-nine (49) vending machines located in various locations throughout the campus. The Micro Market Program will be a pilot program at the University. There will be (2) locations at the Library and Proctor Hall. The University will lean heavily on the experience of vendors for experience in the micro market area for vending options.

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

**CONTRACT TERM**

The Contract shall have an initial term of (5]years, beginning on the date of final Contract execution (July 1, 2024), whichever is later.

**CONTRACT TRANSITION**

The contractor shall provide with the RFP a detailed proposed transition schedule of equipment, to be mutually agreed upon by the University and Vendor. The transition of contract service shall commence upon awarding the contract by the University. The contractor will be expected to provide professional coordination of services, the expenses of which will be borne by the contractor. The contractor will be expected to attend meetings as reasonably required by the University to assist in the preparation for the transition of operations. All other services shall commence on July 1, 2024 and shall remain in effect through July 31, 2029 unless terminated, canceled or extended as otherwise provided herein

  **CONTRACT EXTENSION**

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 up to (5) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than [90]days before the end of the Contract’s then-current term. The Contractor shall have thirty-(30) days from the date of receipt of this written notice to accept or take exception to any of the proposed renewal terms. The exceptions shall be negotiated between the University and the Contractor during, the following thirty (30) days. Upon mutual agreement of the parties concerning extension terms, the Contractor shall sign the extension notice and send it to the University. If no agreement can be reached, the Contractor shall continue services under the current existing terms until a new contract can be awarded. In the event of a Contract extension, the Contractor will be required to provide complete and current submittals prior to each extension, including, but not necessarily limited to, insurance certificates and financial statements.

 In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

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

# GENERAL INFORMATION

### REQUEST FOR PROPOSAL DOCUMENT

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

### E-PROCUREMENT FEE

##### ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: [http://eprocurement.nc.gov/.](http://eprocurement.nc.gov/)

### NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and- answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

### RFP SCHEDULE

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

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFP | University | Friday, April 5, 2024 @ 5:00 P.M.  |
| Hold Mandatory Site Visit | University  | Friday, April 12, 2024 @ 10:00 A.M. |
| Submit Written Questions | Vendor | Monday, April 15, 2024 @ 10:00 A.M. |
| Provide Response to Questions | University  | Wednesday, April 17, 2024 @ 10:00 A.M. |
| Submit Proposals | Vendor | Friday, April 26, 2024 @ 3:00 P.M. |
| Oral Presentation of RFP | Vendor | May 1, 2024 – May 3, 2024 |
| Contract Award | University  | Monday, June 3, 2024 @ 3:00 P.M.  |

### SITE VISIT

**Mandatory Site Visit**

Date: April 12, 2024

Time: 10:00 A.M. Eastern Time

Location: 1601 Market Street

Suite 210 Dowdy Bldg

 Greensboro, NC 27411

Contact #: **336-334-7555 (Kamara Woods)**

\* **PARKING IS AVAILABLE IN THE LAUREL STREET PARKING DECK @ $1.00/HR\***

**Instructions**: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR

PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

#### FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

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

### PROPOSAL QUESTIONS

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

Written questions shall be emailed to *[kwoods1@ncat.edu]* by the date and time specified above. Vendors should enter “RFP # *[RFP 59-P2384]:* Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

|  |  |
| --- | --- |
| **Reference** | **Vendor Question** |
| RFP Section, Page Number | Vendor question …? |

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP),* [*https://evp.nc.gov*](https://evp.nc.gov/)*,* and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

### PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the

specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

**Instructions**: Quotes, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein.

|  |
| --- |
| Electronic address for delivery of Bid Proposal   |
| <https://ncat.bonfirehub.com/portal/?tab=openOpportunities> |

Electronic responses ONLY will be accepted for this solicitation through:

BID SUBMITTAL – NO PAPER SUBMISSIONS

Bonfire Support Team can also be contracted by calling 1-800-354-8010 Ext. 2. Support by phone and email is provided Monday - Friday from 8 AM – 8 PM EST.

Vendors shall deliver one (1) electronic copy of its quote to the electronic address identified in the table in this Section.

Attempts to submit a Quote via hand delivery or postal mail in response to this RFQ will NOT be accepted.

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

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed quote submitted in Bonfire by the specified time and date of opening. This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay. The time of delivery will be marked on each quote when received, and any quote received after the submission deadline will not be accepted or evaluated

PROPOSAL CONTENTS

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

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

1. Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
2. Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
3. Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
4. Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
5. Vendor’s Proposal addressing all Specifications of this RFP. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
6. Completed version of ATTACHMENT A: PRICING
7. Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
8. Completed version of ATTACHMENT E: VENDOR EXPERIENCE FORM
9. Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
10. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
11. Completed and signed version of ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY
12. Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
13. The Commission Proposal shall be submitted and contain the information as outlined on the worksheet. The cost information should be submitted on ATTACHMENT **I:** Commission Proposal Worksheet at the following link:
14. Attach a copy of recent certificates and/or licenses. This information should be submitted as ATTACHMENT **J:** Certificates/Licenses.
15. Attach a copy of your most current W9 form to the RFP response. This should be ATTACHMENTK: Supplier W9 Information
16. ATTACHMENTM: References Provide list of four (4) current college and or commercial accounts in North Carolina that you are providing snack vending services, and four (4) past references (including contact name, telephone number, and services rendered, and length of service)
17. ATTACHMENTN: Project Staff

### DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

**Terminology for Reports**

For the purpose of reporting, "Building" is defined as the University facility in which the machine is situated; "'Location" is defined as the area within the building, and "Machine" is defined as a specific machine with unique serial number (and, optionally, a control number). Reporting must consider the fact that a given machine could operate in more than one location in a single month. Reports must be named as designated below. All reports must be produced beginning with the first month of operation by the Contractor, and be presented to Contract Administrator according to schedules specified elsewhere in this Contract.

# METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

### METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor for all line items*,* the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive proposals will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning proposal, pursuant to Executive Order #50 and G.S. 143-59. If such proposal(s) are identified, the State will then determine whether any such proposal falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in proposals received.

### CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

### PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

**The State will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

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

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

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

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

### EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**Only the suppliers/vendors with the top (3) scores during evaluation will be asked to conduct an oral presentation.**

**Technical: - (100 Maximum Points)**

**Organizational Structure and Staff    30 points**

1. Has experience and extensive qualification in the operation of collegiate vending services - 8pts
2. Background: Company has experience and qualifications in the operation of coin/debit card systems- 5pts
3. Outlined the company organization and each person's qualification in providing services – 5pts
4. References: Ability to meet meet/exceed expectations of services as verified by customers- 5pts
5. Strong financial Company 7pts

**Marketing & Growth   20 points**

1. Provide a detail marketing plan to drive student engagement 10 pts
2. Sales Plan: Proposed a unique sales plan for vending revenue projection 10 pts

**Operations /Customer Service   15 points**

1. Transition: Contractor outlined a clear and concise plan in the transition of services from the current provider with timetables, dates, and contingency plans 10 pts
2. Refunds: Included procedures for handling refunds, collections & audits 5 pts

**Equipment/Signage & Technology 25 points**

1. Provide detail procedures for reporting inoperable machines, repairs and service schedules, response time, procedures and methods for replacing equipment which cannot be repaired.9pts
2. Instructions for operation of machines, procedures for reporting damages and filing claim.3pts
3. Equipment: Provided manufacturer's literature for proposed vending machines to be provided under the contract 3pts
4. Sanitation: Outlined procedures in maintaining clean and sanitary vending machines 10pts

**Oral Presentation    10 points**

1. Provide a detailed oral presentation of the RFP 10 pts

**Price: (25 Maximum Points)**

Example: The University will determine overall highest dollar value (benefit) by normalizing the scores as follows:

The proposal with the best proposal amount will receive a score of 25 points. All other competing proposals will be assigned a portion of the maximum score using the formula:

25 x the cost of the best proposal amount

 the cost of the cost proposal being evaluated

### PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

1. Total cost to the State
2. Level of quality provided by the Vendor
3. Process and performance capability across multiple jurisdictions
4. Protection of the State’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the State’s business requirements and internal operational culture
7. Particular risk factors such as the security of the State’s information technology
8. Relations with citizens and employees
9. Contract enforcement jurisdictional issues

### INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals 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 RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

### 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 State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.*:*

 **Annual Sales Goals**

The Contractor must generate a Commission rate no less than thirty percent (30%) with a sustained commission revenue of $100,000 in sales. In order to evaluate the sales volumes generated by the Contractor, The University requires the Contractor to set and reasonably attempt to meet sales goals on an annual basis. Repeated substantial negative deviation from sales goals, or substantial lowering of sales goal volume, may be grounds for termination of the Contract.

### PRICING

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

**Product Pricing**

Proposals must offer pricing for products and services effective through the first two (2) years of the contract. Complete Attachment A: Proposed Pricing Schedule and include with bid. A list of all food products to be stocked in machines and their selling prices will be provided to Contract Administrator at the beginning of Contract. Price schedules and changes thereto must be approved by the Contract Administrator in writing prior to the change. In the event price changes are necessary, the changes will be implemented prior to the beginning of the fall semester. Current product pricing sees **Attachment: Current Snack Vending Pricing.** include candy 1.25, chips .75, crackers/cookies 1.25, pastries and micro popcorn .75 - 1.25, and gums/mints .50. A sample list of twenty (20) snack products and their corresponding sale price must be submitted with the RFP as **Attachment A: Sample Products and Pricing**.

**Product**

The Contractor shall provide a variety of snacks and sundries products, which shall include a choice of healthy alternatives. No products which have exceeded the recommended sales date of the manufacturer may be stocked, or remain stocked, in machines under the terms of the Contract.

**Machines**

The contractor shall furnish vending machines and micro markets throughout the term of the contract. The University shall approve the specific type of machine(s) prior to installation. Generally, the requirement will be multiple issuing machines in new or like new condition, and style and size that are best suited for each given location. The machines will be ADA compliant for accessibility. The machines will be attractive, sanitary, safe, and reliable vending/micro equipment of a type approved by the National Automatic Merchandising Association or a recognized State or local health department or test laboratory.

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

Any damage to university owned or leased property shall be the responsibility of the Vendor. Examples include elevators, stairs, doors, windows, walls, flooring materials, sidewalks, curbing and landscaping.

The Contractor shall furnish/deliver applicable loaner equipment in the case of a major breakdown, at no charge to the University. The Contractor shall furnish equipment and advertising materials to properly merchandise the products.

**Product Brand**

A list of all snack products to be stocked in machines and their selling prices will be provided to the Contract Administrator at the beginning of the Contract, and any additions to and/or deletions from the list will be communicated to Contract Administrator in advance and in writing prior to the installation of the product or removal of product from vending machines. The Contract Administrator may reject any product(s) as unsuitable for the vending program and may require the Contractor to continue stocking products proposed for deletion unless such product is no longer distributed by the Contractor.

**Machine Location**

Location of machines will only be approved by the University Contract Administrator. Any exceptions to these locations must be approved in writing by the Contract Administrator. Contractor shall place machines as described in **Attachment L: Snack Vending Locations & Building**

The Contractor may reserve the right to request in writing University approval to remove machine(s) from locations where repeated instances of vandalism or theft have occurred, which approval shall not be unreasonably withheld.

Vandalism Clause:

It is unlawful for any person, without express, prior, written permission of the owner, to willfully or knowingly: Break, break off, crack, carve upon, write, burn or otherwise mark upon, remove, or in any manner destroy, disturb, deface, mar or harm the surfaces of any cave or any natural material therein**. I**t is understood and agreed upon that all vending machines are property of the Contractor and that the University shall not be liable or held responsible for any damage or destruction to or by any of the vending machines or their contents.   The University does not carry insurance coverage for Contractor’s equipment.   It will be the Contractor’s responsibility for any prosecution or litigation arising out of loss, theft, damage or destruction to or by its machines and their contents.

**Changes in Service at a Location**

Any changes to the type of vending service provided at a particular location must be approved, in advance and in writing, by Contract Administrator. Such approval shall not be unreasonably withheld. The Contractor must always contact Contract Administrator to coordinate the removal or installation of any vending machines.

**Product Outages**

The Contractor shall keep full-service machines stocked so as to provide sufficient amounts of products of good quality, dispensed in conformity with all applicable federal, state, and local laws. This includes various break periods when students and faculty are out, but staff is still on campus. Product outages exceeding 20% of selections for any machine are not acceptable.

The Contract Administrator will notify the vendor during monthly or as needed review meetings which buildings or Residence Halls will need to remain serviced/stocked during holidays and breaks. The vendor is expected to service accordingly.

The Contractor will immediately increase service frequency to a given location if unacceptable product outages occur more than once in any one-month period.

### INVOICES

All invoices require a Purchase Order. Vendor shall invoice the Purchasing agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line-item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

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

**Accounts Payable:**

**Email Address:** **NCAT.Invoices@trustflowds.com**

**or**

**North Carolina A&T State University**

**PO Box 3986**

**Scranton, PA 18505**

**United States**

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

### FINANCIAL STABILITY

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

Each Vendor shall submit the following financial documentation as an attachment to its Proposal: Provide audited balance sheets for the past two (2) years, or other acceptable evidence of financial stability. If two (2) years of financial information are not available, this information shall be provided to the fullest extent possible, but not less than 12 months. If an offeror has less than two (2) years, offeror must explain the reason why they are not available. Copies of income tax returns are not acceptable. Provide information as Exhibit xx: Financial Information. Financial information, statements and/or documents submitted with a Proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the Contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the State. Financial information of non-public entities may be marked as confidential in accordance with the Paragraph of the Instructions to Vendors entitled Confidential Information.

### HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**.

### VENDOR EXPERIENCE

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

### REFERENCES

Vendor shall provide a detailed description of its background information on the organization and should give details of experience, and qualifications in the operation of card reader operated snack-vending and micro market services especially with other Universities. Provide an organizational chart as it relates to this project.

Provide list of four (4) current college and or commercial accounts in North Carolina that you are providing snack vending services, and four (4) past references (including contact name, telephone number, and services rendered, and length of service) for which you provided services within the past five (5) years should be provided in **Attachment M: References.**

1. Provide the name of the firm, a brief overview and history of your firm, the location of its headquarters, the location of the primary office providing services to the University and the location of any branch offices in **Attachment E: Vendor Experience Form.** Include the name, title, address, telephone number, e-mail address, and fax number of the individual(s) who will serve as the key contact for this RFP process.
2. Provide the number and title of positions of relevant professionals in the firm and in the primary location providing services.
3. Describe the corporate structure and ownership of the firm. Include any significant developments or organization, ownership, or financial structure changes that have occurred within the last five (5) years or that you anticipate within the next five (5) years.
4. Describe the physical facilities that would support the contract, to include the size of parts inventory and distribution to the field staff as well as the communication system used to handle all customer requests for service**.**

### BACKGROUND CHECKS

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor:

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.

 **Project Staff:**

Provide the name, title, qualifications and experience of the individual(s) who may be assigned to plan, design, manage, and maintain the facilities as covered under in the Scope of Work. A criminal background check must be provided for each person servicing the residence halls. Anyone with a felony conviction will not be allowed access to the facilities. Supplier personnel who successfully complete the University’s criminal background check will be provided card access to the residence halls Monday through Friday from 8:00 a.m. to 5:00 p.m. Provide this information in **Attachment N: Project Staff.**

Please disclose whether the firm, or any of its partners, members, associates or employees, has within the last ten (10) years, been convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether any of the firm’s partners, members, associated or employees, has within the last five years, been convicted of any crime or offense. If so, please describe any such convictions and surrounding circumstances in detail. Failure to provide this information may result in the response to the request for proposal (qualifications) being deemed non-responsive.

4.7.1 GENERAL INFORMATION

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.

b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.

c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor’s criminal checks.

d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.

e) The State may require the Vendor to exclude the Vendor’s employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.

f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor’s proposed employees.

4.7.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor’s criminal background checks, the details below must be provided to the State:

a) Any criminal felony conviction, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;

b) Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;

c) Any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

d) Any regulatory investigations pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.

e) Any civil litigation, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

4.7.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.

b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.

c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.

d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.

e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

f) Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

**4.8 VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES \_\_\_\_\_\_ or NO \_\_\_\_\_\_\_

### PERSONNEL

Vendor warrants those qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

### VENDOR’S REPRESENTATIONS

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

### AGENCY INSURANCE REQUIREMENTS MODIFICATION

* + Small Purchases

X 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

### NC COVID-19 VACCINATION AND TESTING REQUIREMENT

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

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

### LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

* that they abide by the above restriction;
* that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
* that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

# SPECIFICATIONS AND SCOPE OF WORK

# GENERAL

The scope of services covered by this solicitation is to procure snack vending services throughout North Carolina A&T State University’s campus. We invite proposals for qualified providers of Snack Vending Services to submit a proposal to perform the services as described in the specifications below. Through this process the University desires to obtain the best value agreement for the University.

This Request for Proposal will enable the University to enter into an agreement with a vendor to provide exclusive snack vending services at NCA&T’s campus. The snack vendor will provide a variety of snacks, including traditional items and healthy options snacks.

* 1. **SPECIFICATIONS**

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

1. **Sales Plan**: In April of each year, the Contractor shall provide the Contract Administrator with a detailed sales projection, by machine for the following fiscal year. In December of each year, the Contractor shall provide the University Contract Administrator with a revised projection for each of the remaining six months of the fiscal year previously projected. Both the original and revised projections shall be retained by the Contractor and reported on as specified in this Contract.
2. **Monthly Sales and Year To Date Report:** The purpose of this report is to summarize sales for the month by machine within the location within the building, summarizing the total up to University-wide. The Monthly Sales and Year to Date Report shall include building name and machine serial number. The report is to be electronically submitted in a csv format that can be uploaded to Revenue Vision cloud-based system. Two separate reports should be submitted, one for the University and one for the Foundation, to the University by the 15th of each month.
3. **Sales Summary Report**: The purpose of this report is to summarize sales by broad merchandise group (snack, pastry, etc.), both for the month and year-to-date; and to compare these totals to the sales projections by broad category for the same period. This report is due twenty days after the last day of the Reporting Period.
4. **Machine Add /Remove Request:**  The purpose of this form is to allow both the University and the Contractor adequate time to consider the feasibility of adding or removing a particular machine. It must be approved by both parties prior to adding or removing vending operations at a particular location. This form does not need to be used in instances where the Contractor is switching, or substituting, machines with the same general capabilities.
5. **Vending Operation Profit and Loss Statement:**  The purpose of this report is to show the direct sales and costs associated with providing vending services to the University. The report is to show sales for the Reporting Period and Fiscal Year to date, the various types of direct cost incurred, and the profit or loss for the Reporting Period and Fiscal Year to date. This report is due thirty (30) days after the last day of the Reporting Period.
6. **Service Complaint and Problem Report:** The purpose of this report is to document the types and frequency of service complaints received by machine location and the type of vandalism and theft experienced. This report is due the 20th of each month.
7. **Audit:**  The Contractor agrees that the University may copy and examine any books or records of the Contractor related to the Contract and the services supplied to the University, and may accompany the Contractor on service rounds to observe operations of the Contractor. The Contractor agrees to retain such books and records for a period of three years following termination of the Contract or longer if required by law.
8. **Record Keeping:**  The Contractor must keep sales records by (at least) price point for each machine within location. All machines must be equipped with tamper-proof, electronic record-keeping devices that facilitate the collection of sales records, and allow audit by the Contract Administrator. Stocking records maintained by route men shall not be used as sales records, but may be used to help corroborate sales records.
9. **Refunds:**  A voucher refund system shall be required and shall involve dispersing of funds through authorized representatives of the University. The voucher system shall include a form supplied by the University to be filled out by the person making refund claim and shall include the following information: what machine, what happened, amount of loss, amount of refund, date, building, and who suffered the loss.

The Contractor shall supply and maintain funds for the refunds to the satisfaction of the University. On a mutually agreed upon schedule the Contractor shall check with the designated University party to replenish funds. The University and the Contractor shall mutually determine the locations on-campus where refunds are administered and the maximum fund to be provided each location. The University shall provide refund instructions and debit card signs for each machine. The University shall provide source documents to verify reported refunds if requested.

1. **Sales Through NC A&T SU** AggieOne Card**:** When a debit purchase is made using the N.C. A&T Aggie One Card in a machine operated by the Contractor, the University will reimburse the Contractor as follows: The University will give the Contractor a report of debit sales following the close of each business week; the Contractor will use that report to reconcile back to its own records.

The University will reimburse the Contractor for these debit card sales monthly using the daily sales report from the NC A&T SU Aggie Card transaction processor as the basis for reimbursement. In the event of unresolved differences between the Contractor and the University regarding the amount of reimbursement due, following each party's good faith efforts to resolve such differences, the detail transaction records on the NC A&T SU Aggie Card transaction processor will prevail.

1. **Machine Connection to Electrical Circuits:** The Contractor must connect vending equipment to electrical circuits by plug only, using a cord of such length that neither the cord nor the plug is exposed to either side of the machine, or of a machine group if two or more are placed next to each other. No extension cords may be used. Maximum cord length is 10 feet. If machines use a grounding circuit, then the Contractor is responsible for making certain that machines are grounded at all times. Any problems with electrical circuits must be reported to Contract Administrator immediately.
2. **Machine Characteristics**: Except as otherwise agreed by the Contract Administrator, all machines installed shall be the latest state of the art model featuring high performance and technology at the beginning of the Contract. It is expected that the machines will be attractive, sanitary, safe, and reliable vending equipment of a type approved by the National Automatic Merchandising Association or recognized by the State or local Health Department. All vending machines must comply with the NAMA MDB (National Automated Merchandising Association Multi-Drop Bus) interface specification. At a minimum, all machines shall have the following characteristics:

All refrigerated units shall be of energy-efficient design. In the event, a particular unit is determined by the University, at its sole discretion and using either actual measurement or manufacturer's specifications, to operate at significantly less efficiency (i.e., requires at least 15% more energy per month than the most efficient unit installed on Campus by the Contractor for the purpose of supplying similar product), the University may require that the Contractor replace, within thirty (30) Business Days, that unit with one which achieves adequate efficiency.

All machines shall present a neat and well cared for appearance. The University shall have the right to require the Contractor to repair or replace machines showing rust or damage due to scratches or indentations.

All machines shall be well lit, and the Contractor shall maintain all lighting in the machines.

Any changes in surface treatment of machines during the term of the contract shall be made after advance approval in writing by Contract Administrator.

Merchandise shall be presented in a neat manner. Prices shall be clearly marked for each item offered. All machines must utilize multi-drop bus electronics.

All machines must utilize multi-drop bus electronics accepting NC A&T AggieOne Card and utilizing coin changers and bill acceptors. The Contractor shall service each machine at the required level of frequency to assure that correct change is provided at all times.

All machines shall be capable of vending items at more than one price. At Contract Administrator's discretion, this requirement may be waived for specific locations where products selling at a single price only are required.

Machines in designated University buildings that accept the NC A&T AggieOne Card will be equipped with vending interface units provided by Cbord (formerly Diebold). Machines in designated locations accepting the NC A&T AggieOne Card will also have the ability to accept coins and bills. The University shall be responsible for the purchase, installation, and insurance that card swipe readers are operable on designated campus vending machines. All vending machines must be capable of accepting an IP card swipe reader for internet readiness

All machines which have coin mechanisms shall be able to pick up slugs and/or foreign coins without rendering machine inoperable.

All machines must have a unique control number that is visible and permanently affixed on the front exterior of the machine. If this control number is different from the manufacturer's serial number, the Contractor shall supply at the beginning of the Contract a list of machines showing the serial number of the machine, the assigned identification number, and the machine location. An amended list will be given to Contract Administrator at the beginning of each fiscal year, to reflect all additions, deletions and machine movements during the previous year.

Refunds are to be the responsibility of the Contracted Vending Company, and a uniform system of refunding money, acceptable to N.C. A&T will be in operation at all times. Each machine must be tagged, advising of this service and the location of refund station. Refunds may not be deducted from commission. Refunds to the customer will be incorporated through the University procedure for all vending services. The refund procedure to the University, from the time money is lost until the refund is returned, shall not exceed one (1) week.

The University has the right of approval on all machine types and machine location.

All equipment including the card swipe readers must meet ADA requirements.

1. **Safety:** All manufactured items and/or fabricated assemblies subject to operation under pressure or operation by connection to an electric source, which are furnished by the Contractor, shall be constructed and approved in a manner acceptable to the appropriate state inspector. This customarily requires the label or re-examination listing or identification marking of the such as the American Society of Mechanical Engineers for pressure vessels; and the Underwriter's Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, where such approvals or listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA). The University Safety Officer will be the final point of reference concerning vending machine safety.
2. **Machine Maintenance and Repairs**: The Contractor shall be responsible for all maintenance and repairs of its equipment. In the event service failures reach an unacceptable level, as reasonably determined by University, the University will have the right to require, and the Contractor shall agree to furnish at its expense, a dedicated mechanic to service University's account, for the remaining period of the Contract.
3. **Machine Downtime:**  Service calls for out of order machines should require no longer than three (3) hours response time. The University must be provided with a twenty-four (24) hour service on a five (5) business days (Monday-Friday) per week basis.
4. **Cleanliness:**  The Contractor shall maintain its equipment in a clean and sanitary condition and in compliance with all local, county, state and federal regulations, including the removal of empty boxes and cartons during stocking and inspection visits. This includes internal and external surfaces, including the top of the machines. The Contractor shall keep areas clean and free of debris. This may require occasional moving of machines and cleaning of accumulated dust, wax, grease and food or drink products. Failure to maintain machine cleanliness as described will subject the contract to cancellation.
5. **Customer Relations:** Customer relations are very important to the University. The University expects the Contractor to deal with problems promptly, and to promote the use of vending machines through special promotions:

When carrying out the terms and conditions of this Contract, the Contractor and its representatives must wear neat and clean attire. When servicing, stocking, inspecting, auditing, installing, removing and/or collecting monies from vending machines, the Contractor and its representatives must wear clearly visible identification, including company and individual's name. Contractor shall maintain a staff of personnel trained to the satisfaction of the University to ensure prompt, efficient service to the equipment. Personnel will be readily identifiable as contractor's employees either by appropriate attire or by identification badges. Contractor’s personnel who successfully completed the University’s criminal background check will be provided card access to the residence halls Monday through Friday from 8:00 a.m. to 5:00 p.m.

The Contractor is responsible for the behavior of its representatives on Campus. Professional, courteous behavior is required. Behavior including, but not limited to, obscene language or gestures; racist or sexist remarks; fighting; rude or excessive noises; and/or physical contact with students, faculty or staff while on duty is unacceptable. Vending contract personnel shall at all times adhere to all University regulations in effect at North Carolina A&T State University.

Decals approved in advance by Contract Administrator shall be affixed to all equipment, adjacent to coin slots, providing refund and service complaint information. The Contractor shall keep decals neat and clean.

The Contractor shall provide to the Contract Administrator monthly on type and frequency of service complaints and/or type of vandalism received by the 15th of the month. The report should include machine location, type of vandalism. Theft will also be reported by the Contractor to University Police.

Any promotions of products involving the posting of signage on machines require prior approval in writing by the Contract Administrator. After completion of each promotion, all signs affix to machines shall be removed promptly and completely, without leaving residue on machines.

1. **Governmental Relations:** The Contractor must be familiar with, and have a working knowledge of, and comply with all federal, state, and local laws, statutes, ordinances and regulations as applicable to the Contract. These shall include the rules, regulations, and interpretations of the North Carolina Department of Labor relative to Occupational Safety and Health Standards pertinent to the Contract. The Contractor certifies its compliance with all applicable local, state and federal laws and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations. At the request of the University, the Contractor will provide evidence of compliance.
2. **Taxes:** The Contractor shall be responsible for remission of all taxes -federal, state and local -and all license fees, or any other necessary expenses to the operation under the Contract and should conform

to all laws, regulations, and ordinances applicable to the performance of this Contract Notwithstanding the foregoing, the Contractor shall not be responsible for any taxes assessed upon or otherwise derived from the net income of the University.

1. **Contractor's Suppliers:**  While equipment, goods and services of more than one vendor may be offered, it must be done so through the Contractor. The Contractor shall be responsible for the acts and/or omissions of Contractor's suppliers of equipment, goods or services. The Contractor shall cause its suppliers to conform to the requirements of the Contract and failure by such suppliers to adhere to the Contract shall be deemed a breach of Contract by the Contractor.
2. **Right of Approval of Subcontractors:** This Contract shall not be assigned or subcontracted by the Contractor in whole or in part without the written consent of the University. In the event, where the Contractor wishes to subcontract the work, it shall state to the University, in writing, the name and address of such subcontractor, work to be performed or material to be furnished, place of business, and such other information as the University may require in order to determine wherever the University shall consent to the subcontract.
3. **Contractor Activity on Campus:** This section refers to all activity, which the Contractor performs on Campus in carrying out the terms of the Contract, including but not limited to installing and removing machines; servicing machines; and stocking machines:

All such activity shall be in compliance with the terms and conditions of the Contract.

The Contractor shall operate snack vending machines 365 days a year. The Contractor shall schedule and coordinate all activity on campus so as to cause the least possible interference with or interruption of the activities in a particular building, many of which contain classrooms, or other University activities. It is the intent, however, that work on Campus be performed on business days.

The Contractor shall exercise due care for persons and property on campus when operating vehicles and/or moving heavy or awkward loads.

Installation of all equipment shall be in accordance with the manufacturer's instructions, and with the applicable standards and requirements of the National Electric Code and University Physical Plant policy. The Contractor will make every reasonable effort to stabilize machines so they will not be pushed, pulled or otherwise fall over.

The Contractor shall be totally responsible for any damage done to any part of university property while carrying out the terms of this Contract, and shall repair or cause to be repaired at its expense any such damages in a manner satisfactory to the University, within two weeks from the occurrence of such damage unless Contract Administrator agrees, in writing, to an alternate proposal. Should the University elect to repair such damage, the Contractor shall reimburse the University for its cost of repair.

The Contractor shall routinely clean up after its operation under the terms of this Contract to prevent any accumulation of debris, equipment, etc., and shall maintain exit ways free and clear at all times. The laws of the State of North Carolina shall apply in all disputes arising out of this RFP and subsequent contract.

The Contractor shall make every effort to recycle the packaging materials in which products placed in vending machines are brought to Campus.

The Contractor agrees that it shall be responsible for the custody and care of any State-owned property furnished it for use in connection with the performance of the Contract, and will reimburse the State for its loss or damage.

The Contractor shall have a representative on call twenty-four hours a day to handle emergencies.

The Contractor 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 Campus, including the purchase of required parking permits. The Contractor shall contact the University's Parking Office (336-285-2027) at the beginning of the Contract and arrange to obtain all necessary parking permits.

The Contractor shall meet with the Contract Administrator weekly during the Contract implementation period and quarterly thereafter.

The University shall have no obligation to make on campus storage space available to the contractor.

The contractor shall service vending machines five days per week Monday through Friday from 8:00 a.m. to 5:00 p.m. in buildings designated by the Contract Administrator where sales justify. Contractor shall maintain a staff of personnel trained to the satisfaction of the University to ensure prompt, efficient service to the equipment. Personnel will be readily identifiable as contractor's employees either by appropriate attire or by identification badges. Contractor’s personnel who successfully completed the University’s criminal background check will be provided card access to designated buildings.

1. **Program Review:** The Contractor shall meet with the Contract Administrator on a quarterly basis to review Snack Vending operations. Such reviews will discuss the annual sales plan; the progress of the sales plan; Snack Vending program weaknesses identified by the Contract Administrator through Contractor's reports and through regular inspections of Snack Vending machines by the Contract Administrator; proposals by the Contractor to strengthen and improve the Snack Vending program; and any other matters involving rights and obligations of the Contractor or the University. The Contractor shall respond promptly to any identified deficiencies, with a proposal to remedy said deficiencies.
2. **Duties and Obligations of North Carolina A&T State University**

**University Responses:** The University will respond to requests from the Contractor in a timely manner. All requests shall be submitted in writing to the University Contract Administrator, and all Contractor's verbal requests shall be confirmed by the Contractor through written communication within twenty-four (24) hours of the verbal request.

**Rights of the Vending Contractor:** Should this contract be terminated; the Contractor shall have the right to remove all vending machines installed from the premises of the University. However, the Contractor shall continue services under the current existing terms until a new contract can be awarded

### TECHNICAL APPROACH

Technical Proposal: This information should address how your company can and will provide the installation, procedures, methods of operation, marketing plan, and customer service specifications outlined in the Scope of Work. The areas of specifications should be organized and responded to in the exact order in which the requirements are presented in the RFP. The technical response must be submitted as Exhibit xx: Technical Proposal:

Procedures, Financial Support, Marketing and Customer Service:

* Implementation of the new card reader system plan for the University.
* Detailed procedures and methods to operate the snack machines and maintain a high level of service to the University and the patrons. Detail the resources and actual plan of follow-through of service to be provided to this account.
* Detailed proposal and rendition of Micro Market for (2) pilot programs on campus. (Machines, Servicing, Operation)
* Describe procedures to provide refunds to patrons that have lost funds in the snack machines. The procedures must be approved by the University.
* Describe procedures to report inoperable machines, repair/servicing schedules, response time to service calls and procedures for providing replacement equipment when machines cannot be repaired on-site.
* Include in the Technical Proposal a description of the company’s internal accounting programs for:

Card operated snack service personnel accounting controls

Methods of recording, checking and reporting sales

Internal Audit Systems

* Include samples of regular accounting and inventory control forms used with detailed explanation of each and their importance. List current accounts that have experienced your on-site auditing procedures.
* Provide a plan to enhance the snack vending areas that would support recycling, energy saving practices.
* Supplier shall propose an aesthetically pleasing décor package such as mechanical upgrades the company is willing to make or fund that will enhance the performance of machines for the patrons.
* Provide a detailed marketing plan.

Provide information about additional financial support to the University

### CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are 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 inspector which customarily requires the label or re- examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, 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.

# CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is

provided for the Vendor’s planning purposes.

### CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the

State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of

contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

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

### POST AWARD PROJECT REVIEW MEETINGS

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

### CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses. The Contractor shall meet with the Contract Administrator on a quarterly basis to review Snack Vending operations. Such reviews will discuss the annual sales plan; the progress of the sales plan; Snack Vending program weaknesses identified by the Contract Administrator through Contractor's reports and through regular inspections of Snack Vending machines by the Contract Administrator; proposals by the Contractor to strengthen and improve the Snack Vending program; and any other matters involving rights and obligations of the Contractor or the University. The Contractor shall respond promptly to any identified deficiencies, with a proposal to remedy said deficiencies.

* 1. **PERIODIC MONTHLYSTATUS REPORTS**

The Vendor shall be required to provide Monthly Sales and Year To Date Management Reports to the designated Contract Lead on a monthly basis. This report shall include, at a minimum, information concerning sales for the month by machine within the location within the building, summarizing the total up to university-wide. These reports shall be well organized and easy to read. The report is to be electronically submitted in a csv format that can be uploaded to Revenue Vision cloud-based system. The purpose of this report is to summarize sales by broad merchandise group (snack, pastry, etc.), both for the month and year-to-date; and to compare these totals to the sales projections by broad category for the same period. This report is due twenty days after the last day of the Reporting Period. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within [30] business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

### ACCEPTANCE OF WORK

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.

### 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.

### 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.

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# ATTACHMENTS

**\*\*IMPORTANT NOTICE\*\***

### RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#  ATTACHMENT A: PROPOSAL

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

 ATTACHMENT A: PRICING

### ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

[*https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment*](https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment)

### ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

*https://*[*www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open*](http://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open)

**GOVERNING LAW:**

**This Agreement shall be construed, governed, and enforced by and in accordance with the laws of the**

**State of North Carolina. Each party expressly consents to the jurisdiction of the State and federal courts**

**in Guilford County, North Carolina without regard to any conflict of law provisions. This supersedes any**

**other governing law verbiage in additional areas.**

### ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

[*https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_HUB-Supplemental-Vendor-Information\_9.2021.pdf*](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf)

### ATTACHMENT E: VENDOR EXPERIENCE

### Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Attachment E: Vendor Experience

### ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

[*https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_Location-of-Workers\_09.2021.pdf*](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf)

### ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

 [*https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_Certification-of-Financial-Condition\_09.2021.pdf*](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf)

### ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

Complete, sign, and return the ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY associated with this RFP is a separate document that can be found at the following link:

[*https://files.nc.gov/ncdoa/pandc/OnlineForms/COVID\_Policy\_Acknowledgement\_-\_Fillable.pdf*](https://files.nc.gov/ncdoa/pandc/OnlineForms/COVID_Policy_Acknowledgement_-_Fillable.pdf)

### LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

[*https://ncadmin.nc.gov/documents/vendor-forms*](https://ncadmin.nc.gov/documents/vendor-forms)

**ATTACHMENT I: COMMISSION PROPOSAL**

The Commission Proposal shall be submitted and contain the information as outlined on the worksheet. The cost information should be submitted in Bonfire on **Attachment I: Commission Proposal Worksheet**

**ATTACHMENT J: CERTIFICATES /LICENSES**

Attach a copy of recent certificates and/or licenses. This information should be submitted as **Attachment J: Certificates/Licenses**.

**ATTACHMENT K: W9**

Attach a copy of your most current W9 form to the RFP response. This should be **Attachment K: Supplier W9 Information**.

**ATTACHMENT L: SNACK VENDING LOCATIONS BUILDING**

**ATTACHMENT M: REFERENCES**

Provide list of four (4) current college and or commercial accounts in North Carolina that you are providing snack vending services, and four (4) past references (including contact name, telephone number, and services rendered, and length of service)

**ATTACHMENT N: PROJECT STAFF**

Provide the name, title, qualifications and experience of the individual(s) who may be assigned to plan, design, manage, and maintain the facilities as covered under in the Scope of Work

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