



UNC  
**GREENSBORO**

**STATE OF NORTH CAROLINA**

**UNIVERSITY OF NORTH CAROLINA AT GREENSBORO**

**Request for Quote #: LK240801**

**Mulch Convenience Contract – 24**

**Date Issued: August 1, 2024**

**Written Questions Due: August 7, 2024**

**Samples Due: by August 19, 2024**

**Quote Due Date: Wednesday, August 21, 2024 at 2:00 PM EDT**

**Virtual Quote Opening: Wednesday, August 21, 2024 at 3:00 PM EDT**

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

**Lori Krise**

**Procurement Specialist**

**Email: [lwkrise@uncg.edu](mailto:lwkrise@uncg.edu)**



# UNC GREENSBORO

STATE OF NORTH CAROLINA  
UNIVERSITY OF NORTH CAROLINA AT GREENSBORO

Request for Quote #

**LK240801**

For internal State agency processing, including tabulation of Quotes, 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 Quote.  
Failure to do so shall be sufficient cause to reject your Quote.**

\_\_\_\_\_  
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.***

 <b>UNC GREENSBORO</b>		<b>STATE OF NORTH CAROLINA UNC GREENSBORO</b>	
<b>Refer <u>ALL</u> Inquiries regarding this RFQ to:</b> <b>Lori Krise at lwkris@uncg.edu</b>		<b>Request for Quote # LK240801 Mulch Convenience Contract - 24</b>	
		<b>Quotes Due in eVP: August 14, 2024 before 2:00 PM EDT</b>	
<b>Using Agency: UNC Greensboro</b>		<b>Quotes will be opened: August 14, 2024 at 3:00 PM EDT</b>	
<b>Requisition No.: TBD</b>		<b>Commodity No. and Description: 111217 Forestry byproducts (11121706 Mulch)</b>	

### **EXECUTION**

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

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

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

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

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

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

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

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

By executing this Quote, 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 quote prior to submittal may render quote invalid and it MAY BE REJECTED. Late quotes cannot be accepted.**

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

**VALIDITY PERIOD**

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

**QUOTE ACCEPTANCE**

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

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

on the attached certification, by \_\_\_\_\_

(Authorized Representative of UNC Greensboro)

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## 1.0 PURPOSE AND BACKGROUND

UNC Greensboro is issuing this RFQ for our Facilities Operations Grounds Maintenance Program to obtain information and secure pricing and delivery for Mulch supplies on its campus.

The intent of this solicitation is to award a contract to a single Vendor capable of performing the requirement as indicated in Section 5.0. Any award resulting from this solicitation will be a convenience contract, and the University makes no guarantees as to any minimum spend under this contract.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”). At the end of the Contract’s initial term, UNCG shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. UNCG will give the Vendor written notice of its intent to exercise each option no later than fifteen (15) days before the end of the Contract’s then-current term. In addition, UNCG reserves the right to extend a contract term after the last active term for a period of up to 180 days in 90-day-or-less increments. Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR QUOTE DOCUMENT

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

### 2.2 NOTICE TO VENDORS REGARDING RFQ 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 RFQ and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

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

**UNCG may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFQ 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 negotiations. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s quote as nonresponsive.**

### 2.3 RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	UNCG	August 1, 2024
Submit Written Questions	Vendor	August 7, 2024
Provide Responses to Questions	UNCG	August 9, 2024
Samples Due	Vendor	August 19, 2024
Submit Quotes via eVP	Vendor	On or before August 21, 2024 no later than 2:00 PM EDT
Virtual Quotes Opening via Teams	UNCG/Vendor	August 21, 2024 at 3:00 PM EDT via Microsoft Teams

Event	Responsibility	Date and Time
		<b>Microsoft Teams</b> <a href="#">Need help?</a> <a href="#">Join the meeting now</a>  Meeting ID: 288 919 988 303  Passcode: hzL9MH  <b>Dial in by phone</b> <a href="#">+1 336-790-7381,,547351801#</a> Greensboro <a href="#">Find a local number</a>  Phone conference ID: 547 351 801#
Contract Award	UNCG	September 1, 2024

## 2.4 QUESTIONS ABOUT QUOTE

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best quote possible. To accommodate the Quote Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in RFQ SCHEDULE Section.

Written questions shall be e-mailed to lwkris@uncg.edu by the date and time specified above. Vendors will enter “RFQ # LK240801 Mulch: Questions” as the subject for the email. Question submittals will include a reference to the applicable RFQ section and be submitted in a format shown below:

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

No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an addendum to this RFQ.

## 2.5 QUOTE SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its quote has been received as described in this RFQ by the specified time and date of opening. The date and time of receipt will be marked on each quote when received. Any quote or portion thereof received after the quote submission deadline will be rejected.

Quotes shall be submitted via eVP in response to this Request for Quote.

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

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



## 2.6 QUOTE CONTENTS

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

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

- a) Samples to be sent per Section 4.7 and received by UNCG Procurement Services by August 19, 2024
- b) Completed and signed version of EXECUTION PAGES, along with the body of the RFQ.
- c) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT F: TAXPAYER INFORMATION FORM

Vendor shall not replace the Taxpayer Information Form with their own W-9. A W-9 may be included with the response; however, the Taxpayer Information Form shall be filled out completely and returned. DO NOT PASSWORD PROTECT ANY FILE SUBMITTED ELECTRONICALLY.

## 2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

## 3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the University's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein.

While the intent of this RFQ is to award a Contract(s) to a single Vendor for all line items, UNCG 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 RFQ in its entirety without awarding a Contract, if it is considered to be most advantageous to the University to do so.

The University reserves the right to waive any minor informality or technicality in quotes received.

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

### 3.3 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, UNCG 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 University:

- a) Total cost to UNCG
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the UNCG's business requirements and internal operational culture
- g) Particular risk factors such as the security of the University's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.4 INTERPRETATION OF TERMS AND PHRASES

This RFQ serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by UNCG; 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 quotes should be evaluated or rejected, the University will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the University's needs as described in the RFQ. Except as specifically stated in the RFQ, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the University exercising its discretion to reject a quote in its entirety.

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this RFQ. By submitting a quote, 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 RFQ. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for UNCG to receive a better quote, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Quote Questions Section above.

### 4.1 PRICING

Quote price shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. **Unit price shall be no more than two (2) decimal places to the right. Whether the quantity is exact, estimated or a range, only one (1) unit price per line item will be accepted. If more than one (1) unit price is given per line, bidder's response will be rejected.** Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

### 4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous three (3) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that UNCG may purchase more or less than the estimated quantities during the contract period. The University

reserves the right to increase or decrease the quantities as needed. The University shall not be obligated to purchase more than its normal requirements. The University will be responsible only for items requested and received.

### **4.3 PRODUCT IDENTIFICATION**

#### **SUITABILITY FOR INTENDED USE**

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The University reserves the right to evaluate all quotes for suitability for the required use and to award the one best meeting requirements and considered to be in UNCG's best interest.

### **4.4 TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to the specified location within the State of North Carolina with all transportation costs and fees included in the total quote price.

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

### **4.5 DELIVERY AND COORDINATING INSTRUCTIONS**

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location:

UNCG Facilities Operations  
Grounds Department  
800 Oakland Ave, Greensboro NC 27412

Upon receipt of purchase order, the Vendor shall coordinate with UNCG Grounds Department regarding the exact delivery location, date and time. Promptness of delivery may be used as a factor in the award criteria.

Point of Contact is Andrew Currin, Assistant Director of Grounds  
Phone: 336-334-4775  
Email: [ascurren@uncg.edu](mailto:ascurren@uncg.edu)

Upon completion of delivery, the Vendor shall remove and properly dispose of all waste and debris from the site, as applicable. The Vendor shall be responsible for leaving the area clean and ready to use.

### **4.6 WARRANTY**

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the quote response.

### **4.7 SAMPLES**

Samples of items offered shall be furnished prior to quote opening, free of expense, and if not destroyed will, upon request, be returned at the Vendor's expense. A written request for return shall be made no later than thirty (30) days after the quote award, and Vendor shall provide a prepaid, pre-addressed shipping label suitable for return of the sample(s). Otherwise, the samples shall become the State's property to be used or disposed of at the State's discretion. Each individual sample shall be labeled with the Vendor's name, quote number, and item number. A sample on which an award is made will be retained until the contract is completed, and then returned, if requested as specified above.

Forward samples to: RFQ # LK240801 Mulch  
UNCG Procurement Services  
840 Neal Street, Suite 203  
Greensboro, NC 27403-2824

## 4.8 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 RFQ 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.

## 4.9 VENDOR'S REPRESENTATIONS

If the quote results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the University 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.

## 5.0 PRODUCT SPECIFICATIONS

### 5.1 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.

Item #	Specific Items	Unit of Measure
1	Pine Bark Nuggets	Per Cubic Yard
2	Double Shredded Hardwood Mulch	Per Cubic Yard
3	Delivery Fee for Pine Bark Nuggets	Per Order
4	Delivery Fee for Double Shredded Hardwood Mulch	Per Order

### 5.2 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the University that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

## 6.0 CONTRACT ADMINISTRATION

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

### 6.1 CUSTOMER SERVICE

The Vendor shall be required to designate and make available to UNCG for customer service. The customer service point of contact shall be the University's point of contact for customer service-related issues (e.g. invoices).

#### Customer Service Point of Contact

Name:	
-------	--

Office Phone #:	
Mobile Phone #:	
Email:	

## 6.2 ACCEPTANCE OF WORK

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

It is the responsibility of the receiving agency to inspect all materials, supplies, and equipment upon delivery to ensure compliance with the contract requirements and specifications.

UNCG 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 University 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 University may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## 6.3 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices: Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

Invoices shall be sent to the address stated on the Purchase Order, under Billing Address or emailed to acctpay@uncg.edu.

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

**UNCG is exempt from State Sales and/or Use Tax on qualifying purchases. The UNCG Tax Exempt number is 400004.**

## 6.4 DISPUTE RESOLUTION

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

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

## **6.5 PRODUCT RECALL**

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

## **6.6 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for 1 year from the effective date of the contract. A request for increase beyond the pricing provided in Attachment A may be submitted in writing with UNCG reserving the right to accept or reject the increase or cancel the contract. Any price changes, which might be permitted during the contract period, must include the reason(s) for the request and contain supporting documentation for the need. Request for increase may be submitted to UNCG and such action by UNCG shall occur not later than fifteen (15) days after the receipt by UNCG of properly documented request for price increase. Any increases accepted shall become effective no later than thirty (30) days after the expiration of the original fifteen (15) days reserved to evaluate the request for increase. UNCG is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract cancellation.

## **6.7 CONTRACT CHANGES**

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

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**7.0 ATTACHMENTS****\*\*IMPORTANT NOTICE\*\*****RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

**ATTACHMENT A: PRICING**

Item	Qty	UOM	Description	Base Year	Option Yr 1	Option Yr 2
1	1	CY	Pine Bark Nuggets			
2	1	CY	Double Shredded Hardwood Mulch			
3	1	Order	Delivery Fee – Pine Bark Nuggets			
4	1	Order	Delivery Fee – Dbl Shred Hdwd Mulch			
TOTAL EXTENDED PRICE:						

**For completion by Vendor: Delivery can be made within \_\_\_\_\_ consecutive calendar days / weeks / months ARO (circle one).**

**For completion by Vendor: The minimum truckload order quantity is \_\_\_\_\_ cubic yards.**

## Notes:

1. Delivery will be upon request of UNCG representative. This is a requirements contract, so exact quantities are unknown. For the purposes of evaluation, the vendor is to bid on one (1) CY.
2. The minimum order estimate for mulch each year is approximately 1,800 CY.
3. Samples are required prior to bid opening date.

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

<https://www.doa.nc.gov/formnorth-carolina-instructions-vendors/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/download?attachment>

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, may be found here:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

**ATTACHMENT E: 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://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

**ATTACHMENT F: TAXPAYER INFORMATION FORM**

Complete, sign, and return the Taxpayer Information Form, which can be found at the following link:

<https://accountspayable.uncg.edu/wp-content/uploads/UNCG-Taxpayer-Information-Form-Revision-03.22.2023.pdf>

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