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**STATE OF NORTH CAROLINA**

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

**Request for Proposal #: 65-04122024TCM**

**CAMPUS SNACK AND AUTONOMOUS VENDING**

**Date of Issue: 12 APRIL 2024**

**Proposal Opening Date: 15 MAY 2024**

**At ­­­ 3:00 PM EDT**

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

Troy C. Morse

Director of Purchasing Services

Email: troy.morse@unc.edu



**STATE OF NORTH CAROLINA**

**Request for Proposal #**

**65-04122024TCM**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**  ***The University of North Carolina at Chapel Hill*** | |
| **Refer *ALL* Inquiries regarding this RFP to:**  ***Troy C. Morse,* Director of Purchasing Services**  **troy.morse@unc.edu** | **Request for Proposal #: 65-04122024TCM** |
| **Proposals will be publicly opened:**  **4:00PM EDT 15 May 2024** |
| **Using Agency: The University of North Carolina at Chapel Hill** | **Commodity No. and Description: N/A** |
| **Requisition No.: N/A** |

**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** andthe **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**

The 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 The University of North Carolina at Chapel Hill)** |

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# PURPOSE AND BACKGROUND

The University of North Carolina at Chapel Hill (“UNC” or "University”) is a highly rated public university located in Chapel Hill, North Carolina. It is a large institution with a Fall 2023 enrollment of 19,743 undergraduate students and 11,796 graduate and professional students. UNC has a competitive acceptance rate of 23%. Fifty-two percent of undergraduates lived in college owned, operated, or affiliated housing. Popular majors include Communications, Biology, and Psychology. Over 4,000 faculty and 9,000 staff members are employed at the University.

UNC is the nation’s first public university with a reputation as one of the world’s best research universities. The University’s mission is to serve as a center for research, scholarship, and creativity and to teach a diverse community of students to become the next generation of leaders. UNC continues to invest in knowledge and resources to enhance access to learning and foster the success and prosperity of each rising generation. With lux, Libertas – light and liberty – as its founding principles, the University has charted a bold course of leading change to improve society and to help solve the world’s greatest problems.

The University seeks to contract with a nationally recognized company to meet its extensive snack and Autonomous Smart Vending needs in accordance with this RFP. The successful bidder will have exclusive rights to provide snack and Autonomous Smart Vending services throughout university buildings and locations with the exception of those listed in this RFP.

The successful bidder will be responsible for the following primary services:

1. Snack Vending machines (+/- 95 current locations) and

2. Autonomous Smart Vending micro or smart market services to serve grab and go food options to be available 24/7 at agreed upon locations and

3. Autonomous Smart Vending to serve hot food vending options

4. The University has a pouring rights contract with a supplier that includes Full-Service Vending exclusivity for bottled beverages. However, for the purposes of this RFP, bidders may propose Autonomous Smart Vending services that may include single cup coffee service, fruit smoothies, and milk products.

A list of all current Snack Vending Locations can be found in Appendix 1. Snack Vending Locations

**THE FOLLOWING SERVICES AND LOCATIONS ARE EXCLUDED FROM THIS RFP AND ANY RESULTING CONTRACT:**

1. All UNC Athletics Gameday Concessions Locations

2. UNC Finley Golf Course and Golf Club

3. University Hospital/Medical Center

4. Rizzo Center, a Destination by Hyatt Hotel

5. The Carolina Inn, a Destination by Hyatt Hotel

6. Athletic Training Table

7. Granville Towers

**UNIVERSITY PRIORITIES**

The successful bidder will serve as a sophisticated strategic and operational supplier and will ensure that unattended snack and food vending services fully align with the University’s priorities, needs, culture, and standards of excellence. Following are UNC’s key priorities for the Partnership:

1. Provide unattended snack and grab and go food vending services that deliver an outstanding experience for the Campus community while driving participation and revenue. University seeks a Supplier that can provide vending services on the cutting edge of innovation and Autonomous Smart Vending services for the current vending trends and the future.
2. Along with commissions generated and paid to the University, the Supplier will also provide annual funding to sustain and support financial aid or any other goals and initiatives to be agreed upon with University and Supplier.
3. University collaboration with the Supplier to create a performance-based arrangement that drives continuous improvement and achieve excellence in all areas of service delivery.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of seven (7) years, beginning on the date of final Contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to three (3) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term. 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

**THIS SECTION INTENTIONALLY OMITTED AS NOT APPLICABLE TO UNIVERSITY SOLICITATIONS.**

## NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the University of North Carolina at Chapel Hill 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 (EDT)** |
| Issue RFP | State | 12 April 2024; 3:00 PM |
| Hold Pre-Proposal Meeting/Site Visit | State | 18 April 2024; 10:00 AM |
| Submit Written Questions | Vendor | 25 April 2024; 3:00 PM |
| Provide Response to Questions | State | On or about 30 April 2024 |
| Submit Proposals | Vendor | 15 May 2024; 3:00 PM |
| Finalist Presentations (If necessary) | State/Vendor | Week of 23 May 2024 |
| Contract Award | State | TBD |
| Commence Campus Vending Operations | Vendor | On or about 06 August 2024 |

## PRE-PROPOSAL CONFERENCE AND SITE TOUR

**Mandatory** **Pre-Proposal Conference**

Date: 04/18/2024

Time: 10:00 AM EDT

Location: Chase Dining Hall

104 Ridge Road

2nd Floor End Zone Meeting Area

Chapel Hill, NC 27599

Contact #: 831-233-8363(c)

**Instructions**: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Bidders shall notify the Purchasing Agent identified in the RFP of the names, titles, telephone numbers and email addresses of its participants no later than two (2) business days in advance of the meeting. Notification to any other individual shall not be considered valid notification in accordance with the RFP. 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.

**Site Tour:**

The site tour will immediately follow the Pre-Proposal Mandatory Meeting on the date noted in the Schedule. The purchasing agent and UNC representatives will conduct a site tour of a residence hall, a library, and the student union for prospective bidders to see examples of vending locations on Campus. The tour will also include a site visit to two locations on Campus in which the University feels there is potential for Autonomous Smart Vending hot food and market opportunities to generate substantial revenue. Bidders shall also notify the Purchasing Agent identified in the RFP of the names and number of representatives who will be taking part in the site tour if this differs from the names and numbers who may be attending the Pre-Proposal Meeting. During the tour, prospective bidders are responsible to perform due diligence in understanding the operational capabilities and measurements of the facilities. Photography will be allowed. Parking is limited in areas of campus included in the Site Tour and may involve walking to and from locations.

## 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 troy.morse@unc.edu by the date and time specified above. Vendors should enter “RFP #65-04122024TCM*:* 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.

**All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: https://eprocurement.nc.gov/news-events/evp-updates-vendors.**

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 Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State’s eVPfor any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

## 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 to include:
6. A completed Commission workbook as well as any Annual Funding. A sample of a Commission notebook is in Attachment C and an Annual Funding notebook sample is in Attachment D.
7. Autonomous Smart Vending micro markets and hot food vending (Unattended Retail): In addition to Stand Alone Snack Vending machines, the Vendor must provide a listing of proposals or ideas to offer Autonomous Smart Vending micro or smart market settings on Campus and a proposals for an Autonomous Smart Vending hot food vending option. Vendor should provide a detailed plan for these proposals including funding, equipment type, business model, products to be included, and they commission percentages or shared revenue the University will receive from each. Upon Contract award, and if approved by the University, the Contractor shall install and have a minimum of two (2) of these proposals for Autonomous Smart Vending markets and hot food vending operational on or before the one (1) year anniversary date of the agreement.
8. A complete product listing and pricing guide for all items that will be provided. The current vendor listing, and prices are listed in Attachment B. The list of all food products to be stocked in machines and their selling prices provided in the proposal will remain in effect for the entire first year of the Term.
9. A detailed section describing the type, the process, and the benefits of their inventory management systems and how it relates to Vendor’s delivery and service schedules.
10. A detailed description and specification sheets showing all of the types of equipment proposed to be used in operations and the benefits of each type.
11. A detailed description of the transition plan the Vendor proposed to carry through on machine placements, upgrades and additions.
12. A detailed description of the Vendor’s plan for machines and equipment to accept cashless payments including the UNC One Card. The University operates a declining balance program, UNC One Card, utilizing the Campus ID card. The University uses CBORD as its provider of card-based transaction processing. Vendor shall install and maintain card readers on Vending Equipment that (i) are capable of accepting the UNC ONE Card in addition to other traditional payment cards. Vendor shall equip all machines with a specific style of card reader and HID device that is capable of accepting the UNC One card as a tap function as well as the mobile credential version of the UNC ONE card. Any vending reader proposed to accept the physical or digital Campus card must be able to accept the HID Omnikey 5427 GE USB A reader. These readers must be acquired from CBORD Inc, and the cost of the readers is the responsibility of the Vendor. (ii) In the case of traditional payment cards, the readers must be approved by the University’s CERTIFI committee. Failure to receive approval will result in disqualification of equipment to be installed and used under this contract. It is the Vendor’s responsibility for the proper custody and care of this equipment and to report any equipment that is malfunctioning and coordinate resolution of the problem. More information and details about the Campus Card and the Mobile ID can be found at the following link:

<https://onecard.unc.edu/news/2023/08/15/mobile-one-card-launches-on-Campus/>

1. Proposals must include explanation and or examples of how the Vendor will handle reporting sales, commissions, and other reports requested in the Pricing and Reporting Requirements Section of the RFP.
2. Proposals must include explanations and examples of how the Vendor plans to handle the customer refund process with minimal assistance from the University while still providing the Contract Administrator oversight of the process.
3. Completed version of ATTACHMENT H: HUB SUPPLEMENTAL VENDOR INFORMATION
4. Completed version of ATTACHMENT I: CUSTOMER REFERENCE FORM
5. Completed version of ATTACHMENT J: LOCATION OF WORKERS UTILIZED BY VENDOR
6. Completed and signed version of ATTACHMENT K: CERTIFICATION OF FINANCIAL CONDITION

## ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: “Alternate Proposal #\_\_\_ [for ‘name of Vendor’]”. Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.10 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:

1. **Annual Support Fund Payments** means any annual payments that are paid on a recurring basis throughout the Term of the agreement on a specified date. Examples of these payments are scholarship payments, marketing funds, and any others the Vendor may propose.

2. **Autonomous Smart Vending** for the purposes of this RFP and any resulting contract means an unattended piece of equipment, machine or collection of pieces of equipment or machines that will accept payments and deliver snacks and food to customers. For the purposes of this RFP and any resulting contract, this may include any industry related term specific operations included, but not limited to: smart market, smart coolers, micro markets, frictionless markets, smart bistros, and any other unattended retail options.

3. **BAFO:** Best and Final Offer is a document that memorializes the details of Negotiations between the State and a Vendor and mutually modifies the Vendor’s Offer

4. **Business Day** means the hours 8:00AM to 5:00PM ET, Monday through Friday, except for holidays recognized by the University or any other day, in its sole discretion, during which the University is not conducting its regular business.

5. **Campus** means all facilities (1) owned and operated or leased by the University, (2) where the University is a tenant and the landlord consents to the installation, or (3) which house organizations affiliated with the University and the organization has requested and the University has agreed to allow snack and Autonomous Smart Vending. Exclusions to Campus areas are listed in this RFP.

6. **Contractor** means the Vendor with whom the University enters into a contract(s) as a result of this RFP.

7. **Contract Administrator** means the University's designated representative from its Auxiliary Services Department

8. **Contract Year** means each twelve (12) month period beginning each July 1 and ending the following June 30 except for the first Contract Year which will begin on the Effective Date and end on June 30, 2025.

9. **Fiscal Year** means the twelve (12) month period beginning each July 1 and ending each June 30.

10. **Gross Snack Vending Sales** means the total monies collected by Contractor for providing Snack Vending on Campus before payment of any returns, refunds, taxes, expenses, or fees.

11. **Monthly Commissions** means the percentage of Contractor revenue that is shared with the University according to the percentages agreed upon by both Parties in any contract as a result of this RFP.

12. **Snack Vending** means furnishing, installation, operation, maintenance and repair of automatic vending equipment for the dispensing of food products, in accordance with the Contract.

13. **Stand Alone Snack Machines** means the vending machines that sell only pre-packaged and branded snacks to include: chips, crackers, nuts, trail mixes, candy, protein and energy bars, pastries, and bagged or packaged snacks. There are currently 95 stand alone machines being operated on the Campus. These machines generally will offer higher commission rates and are not included as Autonomous Smart Vending.

14. **University:** means, The University of North Carolina at Chapel Hill for its Auxiliary Services.

15. **Vendor:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual, or other entity submitting a response to a Request for Proposal

# 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, 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.

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 **the eVP website** 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:



## 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.

* 1. **PRICING**

The proposed 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.

* 1. **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 information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

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

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

* 1. **FINANCIAL STABILITY**

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

* 1. **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.

* 1. **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.

* 1. **REFERENCES**

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

* 1. **BACKGROUND CHECKS**

Vendor and its personnel are required to provide or undergo background checks at Vendor’s expense prior to beginning work with the State.

**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:

1. Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
2. 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.
3. 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.
4. 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.
5. **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.
6. **Additionally, the State may use** [The North Carolina Department of Public Safety Offender Public Information](https://webapps.doc.state.nc.us/opi/offendersearch.do?method=view) **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:

1. 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;
2. 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;
3. 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;
4. 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.
5. 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

**4.7.4 DOCUMENT REQUIREMENTS**

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

1. A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
2. Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
3. A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
4. Background checks consisting of:
5. Original unaltered criminal background check from the organization providing the background check.
6. The background check provider’s company name, company mailing address, and contact phone numbers.
7. The full name of the individual, which matches the government issued photo ID.
8. The current address of individual being checked.
9. The date the criminal background check search was conducted.

**4.7.5 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  NO

* 1. **PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. 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.

* 1. **VENDOR’S REPRESENTATIONS**

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter into 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.

* 1. **AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

Contract value in excess of $1,000,000.00

1. **SPECIFICATIONS AND SCOPE OF WORK**
2. **GENERAL**

This Section lists the specifications related to this RFP. By submitting a response, the Vendor agrees to meet all stated specifications in this section as well as any other specifications, requirements and Terms and conditions stated in this RFP.

1. **CONTRACT COORDINATION**

A. The Vendor hereby agrees to work directly with the University, or its designated Contract Administrator, in connection with carrying out and conducting all of the following duties and responsibilities during the Term of this agreement.

B. The University may require changes in the scope of the services provided by the Vendor during the Term of the agreement. Such changes, with the exception of increase or decrease in prices, which is mutually agreed upon, shall be incorporated by written amendment(s) to the contract. Pricing will be reviewed annually. The Vendor will submit in writing, proposals for price changes by May 1 each year of the agreement. Any price changes approved by the University will be executed on August 1 of each year and may only be increased once per Contract Year.

C. The Vendor shall meet with Contract Administrator as often as is necessary to resolve any differences.

D. The Vendor shall use its expertise to regularly recommend ways to upgrade and improve the product and services being delivered.

E. The Vendor and the University representative(s) will annually review each location for possible upgrading of equipment.

F. The Vendor and University representative(s) will review any new facility locations to determine appropriate vending needs and Vendor will provide machine specifications for pre-construction requests.

G. The Vendor agrees that the University may copy and examine any books or records of the Vendor related to the Contract and the services supplied to the University, and may accompany the Vendor on service rounds to observe operations of the Vendor. The Vendor agrees to retain such books and records for a period of three years following Termination of the Contract or longer if required by law.

1. **DELIVERY AND INSTALLATION**

A. The Vendor will have exclusive rights to the Stand-Alone Snack machines and Autonomous Smart Vending at Campus locations. (Exclusions listed in this RFP)

B. The Vendor shall, at its expense, furnish, install, operate and maintain automatic vending equipment for the dispensing of snack and food products, in areas located on premises of the University, in accordance with the Terms and conditions of the RFP. The Vendor represents that it has, or will, secure at its own expense all personnel required in performing the services required in this RFP. Such personnel shall not be employees of the State or University.

C. The Vendor shall furnish Stand Alone vending machines, Autonomous Smart Vending and unattended smart or micro market equipment, and/or warm food vending equipment 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 Stand Alone 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 equipment of a type approved by the National Automatic Merchandising Association or a recognized State or local health department or testing laboratory.

D. 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.

E. 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.

F. Machines must include vending miser technology and will be de-lamped as requested in areas where sufficient light allows for clear display of products.

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

H. The Vendor's employees shall be suitable by training, appearance, and habits for working on university premises. They are to be clearly identified by appropriate uniform or other markings on their person that would identify them as Vendor employees.

I. The University shall have final approval for the placement of any new machines or the removal of any machines from a pre-approved location prior to any action by the Vendor. It is expected that the Vendor shall install machines in all locations that are currently being serviced. Machines shall be added as needed on the recommendation of the University. The Vendor is encouraged to suggest placement of additional machines or the removal of a machine for the university’s consideration and written approval. Any and all locations must be approved by the Contact Administrator.

J. The University reserves the right to require removal or relocation of machines with prior notice of no less than 10 Business Days.

1. **Service Operations**

A. The Vendor collects the money and stocks the machines while complying with all ADA and health compliance issues.

B. The Vendor maintains accounting information and pays Monthly Commissions to the University on previous month sales. Payment will be made in the form of ACH transfer.

C. The Vendor is responsible for all taxes - Federal State, and local - and all license fees, or any other necessary expenses required for performance of this contract.

D. The Vendor shall maintain all equipment in a clean and sanitary condition and in compliance with all local, County, State, and Federal regulations.

E. The Vendor's employees shall be suitable by training, appearance, and habits for working on university premises. They are to be clearly identified by appropriate uniform or other markings on their person that would identify them as Vendor employees. The Vendor shall furnish equipment that accepts one and five-dollar bills of adequate capacity on all locations unless the University approves cashless vending.

F. The Vendor shall keep machines and Autonomous Smart Vending markets stocked so as to provide, under normal conditions, sufficient amounts of high-quality snacks and food, dispensed in conformity with all applicable Federal, State, and local laws and industry best practices. A minimum of once weekly service is required for keeping machines adequately stocked. High-traffic areas such as libraries, student centers and residence halls will require more frequent service.

G. The Vendor shall keep machines and the surrounding areas clean of spillage and waste, including removal of empty boxes and cartons during regular stocking and inspection visits.

H. The Vendor shall clean glass and sanitize buttons no less than once monthly. Preferred cleaning is with every service.

I. The University is not responsible for damage or contamination of food products by rodents or insects. The Vendor must immediately notify the Contract Administrator or his/her designee of any rodent or insect contamination. Contaminated product(s) shall be removed from the premises and is the financial and physical responsibility of the Vendor.

J. Machines placed on Campus locations by the Vendor shall remain the property of the Vendor. The University shall take reasonable precautions to protect vending property, but shall not be responsible for loss, or damage of machines or equipment from burglary, vandalism, fire, or other causes. Contents of machines are considered Vendor's property.

K. All machines shall display instructions for reporting malfunctions and refill requests, including at minimum, an appropriate telephone number for service requests, along with an email address or QR code. Online reporting of service issues is also acceptable and welcomed. Whatever method is proposed by the Vendor, it must include a method or procedure for the Contract Administrator to have access to and oversight of all reporting.

L. The Vendor must make reasonable arrangements for handling customer refunds with agreement to reimburse the University for amounts paid out due to empty, jammed, or otherwise inoperable machines. In any cases where a “refund bag” may be held by a University department, Vendor is responsible for reimbursement to maintain adequate funds of no more than $30. Although refund bag designees are required to follow procedures for safe keeping, the University shall not be liable for reconciliation or lost bags.

M. The Vendor shall establish a recurring inspection and preventative maintenance program to ensure machines remain in sound operating condition. Throughout life of the agreement, Vendor will make annual inspection visits with a University representative to evaluate machines for replacement, etc.

N. The Vendor shall have sales and service representatives at the dispatch of the University with a response time of no more than twenty four (24) hours. Vendor is responsible for providing and updating names and local or toll-free telephone numbers for the University’s sales and service needs throughout the Term of the Contract. Lack of proper attention to details, such as machinery and inventory, results in a loss to the University.

O. Gathering data from a CBORD/UGRYD query, the University will provide a monthly report of all Gross Sales from UNC ONE Cards at Vending machines to the Vendor by the 1st of each month or on a date mutually determined by both Parties that coincides with the Vendor and the University billing cycle. The report will detail the UNC ONE Card sales occurring during the previous month. The Vendor shall deduct this amount of UNC ONE Card sales from any commissions owed to the University for the month or agreed upon billing cycle. In months where a negative balance occurs, the Vendor shall invoice the University for the balance.

P. Vendor shall make every vending machine deployed capable of accepting credit cards in addition to UNC One Cards. The University prefers a cashless Vending operation but understands there may be some specific locations in which this could cause a reduction in sales and revenue. The University operates a declining balance program, UNC One Card, utilizing the Campus ID card. The University uses CBORD as its provider of card-based transaction processing. Vendor shall install and maintain card readers on Vending Equipment that (i) are capable of accepting the UNC ONE Card in addition to other traditional payment cards. Vendor shall equip all machines with a specific style of card reader and HID device that is capable of accepting the UNC One card as a tap function as well as the mobile credential version of the UNC ONE card. Any vending reader proposed to accept the physical or digital Campus card must be able to accept the HID Omnikey 5427 GE USB A reader. These readers must be acquired from CBORD Inc, and the cost of the readers is the responsibility of the Vendor. (ii) In the case of traditional payment cards, the readers must be approved by the University’s CERTIFI committee. Failure to receive approval will result in disqualification of equipment to be installed and used under this contract. It is the Vendor’s responsibility for the proper custody and care of this equipment and to report any equipment that is malfunctioning and coordinate resolution of the problem. More information and details about the Campus Card and the Mobile ID can be found at the following link:

https://onecard.unc.edu/news/2023/08/15/mobile-one-card-launches-on-Campus/

All credit card transactions shall be managed and reconciled by the Vendor including any necessary receipts and refunds. Credit card processing is subject to the approval of the University’s CERTIFI Committee. In providing payment card equipment and processing payment card transactions, the Vendor shall comply with all applicable Terms and conditions, including but not limited to the following:

(1) Use information security best practices for transmitting and storing potentially sensitive information

(2) Employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols

(3) Comply with all applicable laws and regulations regarding privacy and data security to maintain database security on any online financial transactions conducted on University’s behalf through the use of PBV’s Software or records belonging to university that contain sensitive and confidential information

(4) Provide most current SOC 2 Type II report at least once every two (2) years

(5) Maintain ISO/IEC 27000 series information security best practices; and

(6) Comply with the Payment Card Industry Data Security Standard (PCI-DSS) and provide appropriate PCI attestation documentation, such as a valid Attestation of Compliance (AOC).

(7) Fully cooperate with the University to ensure compliance with all the University’s applicable policies and procedures, including but not limited to a security risk assessment.

(8) The University reservices the right to conduct or request that the Vendor have an independent third party security audit performed.

(9) Vendor is solely responsible for all feeds and regulations regarding credit card transactions from vending machines. The University will not be involved in any credit card transaction processing or management. This includes all forms of cashless payments except the UNC One Card. The University will have representatives capable of tracking and reporting Campus Card Sales via CBORD/UGRYD; however, the Vendor is responsible for maintaining the relationship with CBORD for card reader maintenance and usage fees.

Notwithstanding anything to the contrary in the Contract, the University may immediately terminate the Contract if Vendor fails to comply with any part of the above Section (P) of the Servicing Operations section.

1. **PRODUCTS**

A. Any additions to and/ or deletions from the list of products and pricing will be communicated to Contract Administrator in advance and in writing prior to the installation of the product in or removal of product from vending machines in subsequent Contract Years. Contract Administrator may reject any product he feels is unsuitable for the vending program and may require the Vendor to continue stocking products proposed for deletion. Price increases may take effect on July 1 of each year of the agreement but must be proposed to the Contract Administrator by May 1 for the year in which the Vendor expects to execute the increases.

B. The University population has become accustomed to a wide product selection, which varies by building based on the preferences of its occupants. Vendor must be responsive to reasonable requests for product changes in order to improve customer service and increase sales.

C. Branded Snacks: at least one-half of the food products in any machine immediately after it is stocked must be brand name items that are in the top twenty bestsellers for that product category, according to either the then-current industry standard through NAMA (National Automated Merchandising Association) or a sales report specifically based on the University’s usage, expressly with the approval of the Contract Administrator.

D. Product Recalls: Vendor expressly assumes full responsibility for prompt notification to the Contract Administrator in accordance with the applicable State or federal regulations. The Vendor shall support the University, as necessary, to promptly replace any such products, at no cost to the University. Any proven claim of consumer illness as the result of any product recall shall be resolved by the Vendor and reported to the University within 24 hours of any such occurrence.

E. The Vendor shall follow guidelines for vending machine labeling requirements as designated by the FDA and the Affordable Care Act. A visual example of such labeling will be provided as part of the RFP package, i.e., poster, sticker, tag. Any future legislative guidelines will be met in a timely manner.

1. **CUSTOMER SERVICE REQUIREMENTS**

A. Delivery Schedule: The delivery frequency will be mutually agreed upon between the University and the Vendor. The University reserves the right to increase or decrease frequencies of deliveries as demand warrants. Six-day delivery is preferred and Monday – Friday service delivery is required.

B. The Vendor shall provide emergency repair service to the equipment within six (6) hours of notification 7 days a week, 365 days a year. Examples of an emergency repair includes leakage, loud or disturbing noises, infestation, vandalism, or other repairs deemed urgent by the University. The Vendor shall provide a standard of 24 (twenty-four) hour repair service, Monday – Friday, and shall provide contact information including phone numbers for emergency service.

C. The Vendor shall maintain an appropriate par level of no less than 6 (six) items in each auger at the time of the fill. Vendor shall provide emergency refill service to the equipment deemed significant within six (6) hours of notification, Monday – Friday, year-round. Examples of emergency refill includes machines in high-demand areas at high-demand timeframes such as August residence hall move-in, summer orientation, and final exam periods. The Vendor shall provide a standard refill schedule of no less than 2 (two) visits to a machine per month for low-volume machines; weekly visits for a moderate-volume machine; and 2 (two) visits per week for high-volume machines.

D. For each period during the Term of the Contract beginning August 10 through and including May 10, the Vendor will ensure that all residence hall machines are fully at par levels at the beginning of the weekend. Should a call be made to report an empty machine in the residence halls, the Vendor will dispatch someone to refill the machines within six (6) hours. If the call is made during the night the Vendor will respond by 12 noon the following weekday morning.

E. The Vendor shall be aware that the University operates 7 days a week, 365 days a year. There shall be no service disruption throughout the year. A schedule of Campus summer camps, summer school, and summer orientations, with persons residing in the residence halls will be provided each spring and updated regularly. Notice will also be given if a residence hall is taken “offline” for the summer months. When a residence hall is taken “offline,” machine can be emptied with prior approval; and must be refilled prior to when building occupancy resumes.

1. **PRICING AND REPORTING**

A. Commission paid to the University shall be based on a percentage of total monthly gross receipts from sales of vended products. The Vendor must submit a detailed monthly report of sales and make payment to the University no later than the fifteenth (15) day of the following month. The University shall require information to substantiate monthly sales.

B. Sales Plan: In May of each year the Vendor shall provide the Contract Administrator with a detailed sales projection, by machine within location within building within month, for the following Fiscal Year. In December of each year the Vendor shall provide the 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 Vendor and reported on as specified in this Contract.

C. Vendor will be required to submit Monthly Sales Reports: The purpose of this report is to summarize sales for the month by machine within location within building, summarizing the total up to University-wide. The report shall include building name; primary market of that location (1=student, 2=faculty, 3=staff, 4=mixed); machine serial number or control number; machine type by product sold (snack); machine sales total; sales plan projection, by machine; location sales total; building sales total; tax due by building; commission due by building; actual date of last read (i.e., since it is difficult to get totals from every machine on the last day of each month, this column would show the date of the final reading taken from a machine in figuring the monthly totals); activity status (i.e., whether the machine was active or inactive at that location at the end of the reporting month). The report shall list only machines that are installed on Campus; and should reflect sales from actual location of the machine (machines moved during a given month should be reported for two locations); machines removed from Campus should be reported for the month of removal and deleted from subsequent reports.

D. The vendor will be required to submit Year-To-Date Sales Reports at any time during the Term upon the University’s request: This report is identical to the Monthly Sales Report, but with year-to-date figures.

E. Vendor will be required to submit Monthly Transaction Reports: The purpose of this report is to log all Vendor activity (“visits” or “contacts”) with each machine during Reporting Period. It is sorted by transaction date within machine serial number or control number.

F. Vendor will be required to submit annually a machine location listing: The purpose of this report is to describe where machines are located, by type. It is arranged by machine number within location within building. It includes machine serial number, machine control number, machine type, location, and building. This report shall be provided on the Anniversary Date of every Contract Year, and upon request by the Contract Administrator, within ten (10) Business Days.

G. Vendor will be required to submit a machine change report: The purpose of this report is to document any change in a machine’s location, whether between buildings or within the same building or by replacement from outside University. Contract Administrator must receive it within ten (10) Business Days of a machine move.

H. Vendor will be required to submit a machine Add/Remove request: The purpose of this form is to allow both the University and the Vendor adequate time to consider the advisability of adding or removing a particular machine. It must be approved by both Parties before adding or removing vending operations at a particular location. This form does not need to be used in instances where the Vendor is switching or substituting machines with the same general capabilities.

I. Vendor will be required to submit a monthly service complaint and problem Report: The purpose of this report is to document the types and frequency of service complaints received, and, by machine location, the type of vandalism and theft experienced. This report is due 10 Business Days after the conclusion of the previous month.

J. Record Keeping: The Vendor must keep sales records by (at least) price point within machine within location. To this end 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 technicians shall not be used as sales records but may be used to help corroborate sales records.

# **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**



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: |  |

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the University, shall be required to meet periodically with the Univeristy 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.

6.3 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.

6.4 ACCEPTANCE OF WORK

The State shall have the obligation to notify Vendor, in writing thirty (30) 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.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 DISPUTE RESOLUTION

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

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

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 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: CURRENT MACHINE LISTING

|  |  |
| --- | --- |
| **Asset Location Name** | **Asset Type** |
| **ACC** | API Glassfront 123 |
| **Alderman Dorm** | API Glassfront 123 |
| **AOB Breakroom 2nd Floor** | API Glassfront 123 |
| **Avery Dorm Laundry** | API Glassfront 123 |
| **Aycock Family Medicine** | API Glassfront 123 |
| **Beard Hall Basement** | API Glassfront 123 |
| **Bio Molecular** | API Glassfront 123 |
| **Bioinformatics Lobby** | API Glassfront 123 |
| **Bondurant Hall Lobby** | API Glassfront 123 |
| **Brauer Hall** | API Glassfront 123 |
| **BROOKS SITTERSON HALL** | API Glassfront 123 |
| **Building and Grounds** | API Glassfront 123 |
| **Campus Health Breakroom** | API Glassfront 123 |
| **CARMICHEAL DORM** | API Glassfront 123 |
| **Carroll Basement Rm 25** | API Glassfront 123 |
| **CAULDIL LABS 1** | API Glassfront 123 |
| **cheek Clark** | API Glassfront 123 |
| **Cobb Dorm** | API Glassfront 123 |
| **Craig Dorm** | API Glassfront 123 |
| **Craig North Basement** | API Glassfront 113 |
| **CSLD @ Friday Center Drive** | National Glassfront Merchant 6 |
| **DAVIE HALL 3RD FLOOR** | API Glassfront 113 |
| **Davis Library 1st Floor** | API Glassfront 123 |
| **Davis Library 2nd Floor** | National Glassfront Merchant 6 |
| **Dean Smith Center** | API Glassfront 123 |
| **Env Health & Safety Breakroom** | API Glassfront 123 |
| **EPA Breakroom** | API Glassfront 123 |
| **FedEx Global Building Hallway** | API Glassfront 123 |
| **FETZER GYM BASEMENT** | API Glassfront 123 |
| **FORDHAM HALL 1ST FLOOR** | API Glassfront 123 |
| **FPG Student Union Basement** | API Glassfront 123 |
| **Gen Store Room Loading Dock** | API Glassfront 123 |
| **Genetic Research Bldg** | API Glassfront 123 |
| **Genomic Science Bldg** | API Glassfront 123 |
| **Giles Horney Breakroom** | API Glassfront 123 |
| **Gillings School of Public Health** | API Glassfront 123 |
| **GREEN LAW GFV** | API Glassfront 123 |
| **Grimes Dorm** | API Glassfront 122 |
| **Hamilton Hall Auditorium Lobby** | API Glassfront 113 |
| **Hanes Art Center 2nd Floor** | API Glassfront 123 |
| **Hardin Dorm** | API Glassfront 123 |
| **HEALTH SCIENCE LIB BASEMENT** | API Glassfront 123 |
| **HILL HALL MUSIC 1ST** | API Glassfront 123 |
| **Hinton James 1st Floor** | API Glassfront 123 |
| **Hinton James Dorm 4th** | API Glassfront 123 |
|  |  |
| **Horton Dorm Basement** | API Glassfront 123 |
| **Houpt Bldg Loading Dock** | API Glassfront 123 |
| **House Undergrad Library** | API Glassfront 123 |
| **ITS Franklin Street Basement** | API Glassfron 133 |
| **ITS MANNING 2ND FLOOR** | API Glassfront 113 |
| **Joyner-Alex Dorm 3rd Floor** | API Glassfront 123 |
| **Kenan Center Kitchen** | API Glassfront 123 |
| **Kenan Dorm @ Battle Lane** | API Glassfront 123 |
| **Kenan Field House** | API Glassfront 123 |
| **Knapp Sanders IOG 2nd Floor** | API Glassfron 122 |
| **Koury Oral Sciences 4th Floor** | API Glassfront 123 |
| **Law School Snack Bar** | API Glassfront 123 |
| **Lewis Dorm** | API Glassfront 123 |
| **Lineberger Loading Dock** | API Glassfront 123 |
| **MAGNUM DORM** | API Glassfront 123 |
| **Manning Hall** | API Glassfront 123 |
| **Marsico Breakroom** | API Glassfront 123 |
| **Mary Ellen Jones** | National Glassfront Merchant 6 |
| **McCOLL CAFE** | API Glassfront 123 |
| **McIver Dorm** | API Glassfron 122 |
| **MCNIDER HALL 2ND** | API Glassfront 123 |
| **Mitchell Hall Stairwell** | API Glassfront 123 |
| **Morrison Dorm** | API Glassfront 123 |
| **OLD EAST DORM** | API Glassfront 123 |
| **Old Ehringhaus Laundry** | API Glassfront 123 |
| **Parker Dorm Basement** | API Glassfront 123 |
| **PAUL GREEN THEATER 1ST** | API Glassfron 122 |
| **Peabody 2nd floor** | API Glassfront 113 |
| **Phillips Hall 3rd Floor** | API Glassfront 123 |
| **POWER PLANT 1ST FLOOR** | API Glassfron 122 |
| **POWER PLANT 3RD FLOOR** | API Glassfron 122 |
| **Public Safety Breakroom** | API Glassfront 123 |
| **Ram 5 Laundry** | API Glassfront 123 |
| **Ram Village 1st Floor** | API Glassfront 123 |
| **RAMS VILLAGE 3** | API Glassfront 122 |
| **ResHall One-Graham Dorm** | API Glassfront 123 |
| **Roper Med Education 1st floor** | API Glassfront 123 |
| **Roper Med Education 2nd Floor (L3 lounge)** | API Glassfront 123 |
| **RUFFIN DORM** | API Glassfront 123 |
| **SASB NORTH BLDG** | API Glassfront 123 |
| **Student Union Annex 2nd Floor** | API Glassfront 123 |
| **Tate Turner Kuralt Ground Floor** | API Glassfront 123 |
| **Taylor Dorm Lobby (RAM 4)** | API Glassfront 113 |
| **Taylor Hall Mason Farm Rd.** | API Glassfront 113 |
| **THURSTON BOWLES 1ST** | API Glassfront 123 |
| **Venable/Murray Basement** | API Glassfront 123 |
| **Watts Hill 4th Floor Stad Drive** | API Glassfront 123 |
| **Winston-Connor Dorm 3rd Floor** | API Glassfront 123 |

# ATTACHMENT B: CURRENT PRODUCT OFFERINGS AND PRICING

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Current Price** | **Item** | **Current Price** |
| Fritos Big Grab LSS | $ 1.85 | **Miscelleanous** | |
| Doritos Nacho Chs LSS | $ 1.85 | ActII Butter Popcorn | $ 1.85 |
| Lays Regular LSS | $ 1.85 | Zoo Animal Crkrs | $ 1.85 |
| Doritos Cool Ranch LSS | $ 1.85 | Famous ChocChip 2oz | $ 1.85 |
| Lays BBQ LSS | $ 1.85 | Grandma's Oatmeal Raisin | $ 1.85 |
| Ruffles ChedSrCrm LSS | $ 1.85 | Mini Oreo Snack Size | $ 1.85 |
| Baked Lays Regular LSS | $ 1.85 | Grandma's VanCrm Mini | $ 1.85 |
| Lays SrCrmOnion LSS | $ 1.85 | Nutter Butter 1.9oz | $ 1.85 |
| Lays Salt&Vinegar LSS | $ 1.85 | Haribo Gummi Gold Bears 5oz | $ 1.85 |
| SunChips Harvest Ched LSS | $ 1.85 | PopTart Strawberry | $ 1.85 |
| Baked Ruffles ChedSrCrm LSS | $ 1.85 | PopTart BrownSugarCinn | $ 1.85 |
| Andy Capp Hot Fries LSS | $ 1.85 | Rice Krispies Treats 2.13oz | $ 1.85 |
| SunChips Garden Salsa LSS | $ 1.85 | Mrs. Fields Milk Chocolate Cookie 60g | $ 1.85 |
| SensPortions Ranch Veggie Straws 1oz | $ 1.85 | Mrs. Fields White Chunk Maca Cookie 60g | $ 1.85 |
| Miss Vickies Jalapeno 1.375oz | $ 1.85 | Freshley Jumbo Honey Bun | $ 2.05 |
| Ruffles Dbl Crunch Hot Wing 1.38oz | $ 1.85 | Freshley Dunkin Sticks | $ 2.05 |
| Cheetos Crunchy LSS | $ 1.85 | Freshley Powder Gem Donut | $ 2.05 |
| Smartfood WhtChed Popcorn LSS | $ 1.85 | Jack Link Original 70cal Beef Jerky .9oz | $ 2.45 |
| Mac's BBQ Pork Skins LSS | $ 1.85 | Jack Links Beef Jerky Original 2.85oz | $ 2.45 |
| Cheetos Puffs 1.38oz | $ 1.85 | **Lance Crackers** | |
| Cheez-It Snack Crkrs | $ 1.85 | ToastChee PB on Chs Crkr | $ 1.50 |
| Snyder OldeTyme Pretzels LSS | $ 1.85 | Toasty PB on Crkr | $ 1.50 |
| PF ChedChs Goldfish 1.5 oz | $ 1.85 | **New Items** | |
| Cheez-It Orig LSS 2oz | $ 1.85 | Blue Diamond RoastedSltd Almonds 4oz 1ct Each | $ 4.10 |
| PF ChedChs Goldfish 2.25oz | $ 1.85 | Cheez It Snapd Dbl Cheese 2.2oz 1ct Each | $ 3.10 |
| HK Anderson PB Pretzel Nugget 2.5oz | $ 1.85 | Clif Bar Nut Btr Choc Peanut Butter 1ct Each | $ 3.50 |
| **Enhanced Selections** | | Cooper Street BluePomeg Granola Bar 1ct Each | $ 2.05 |
| Popchips Sea Salt Chip | $ 1.95 | Gardetto's Orig Snack Mix 5.5oz 1ct Each | $ 3.25 |
| Popchips BBQ Chip | $ 1.95 | Lenny & Larrys Choc Chip 4oz 1ct Each | $ 3.25 |
| Angies Boom Chickapop Kettle Corn | $ 2.35 | RipVanWaffle DutchCarmVan 1.16oz 1ct Each | $ 2.10 |
| Paqui Verde Chip | $ 2.50 | Ritz Bits Cheese Big Bag 3oz 1ct Each | $ 2.75 |
| Popcorners Kettle | $ 2.65 | Sahale ClassicFruitNutBlnd 1.5oz 1ct Each | $ 2.75 |
| RX Chocoalte Sea Salt Bar | $ 3.65 | BelVita Blueberry Breakfast Biscuit 1.76oz | $ 2.05 |
| **Candy** | | Bar Protein Chocolate Dough Barebells | $ 3.90 |
| Snickers Bar NO UPC 1.86oz | $ 1.85 | Bar Protein Caramel Cashew  Barebells | $ 3.90 |
| M&M's Peanut NO UPC 1.74oz | $ 1.85 | Bar Protein Cookies & Cream Barebells | $ 3.90 |
| M&M's Milk Choc NO UPC | $ 1.85 | Bar Protein Creamy Crisp Barebells | $ 3.90 |
| Reese's PB Cup | $ 1.85 | **XVL Chips** | |
| Twix Origional NO UPC 1.79oz | $ 1.85 | Cheetos Flamin’ Hot XVL 2.75 oz 1ct Each | $ 2.50 |
| Milky Way Bar NO UPC | $ 1.85 | Cheetos Puffs XVL 1ct Each | $ 2.50 |
| Kit Kat | $ 1.85 | Doritos Cool Ranch XVL 2.875oz 1ct Each | $ 2.50 |
| Butterfinger | $ 1.85 | Doritos Nacho XVL 2.5oz 1ct Each | $ 2.50 |
| Skittles NO UPC | $ 1.85 | Lays Regular XVL 2.25oz 1ct Each | $ 2.50 |
| Mike & Ike Original | $ 1.85 | Ruffles Cheddar & SC XVL 1ct Each | $ 2.50 |
| **Healthy** | |  |  |
| Clif Bar Chocolate Brownie 2.4oz | $ 2.50 |  |  |
| Clif Bar Crunchy Peanut Butter 2.4oz | $ 2.50 |  |  |
| Clif Bar ChocChip 2.4oz | $ 2.50 |  |  |
| Clif Crunch White Choc Macademia Nut 2.0 | $ 2.50 |  |  |
| Luna Bar Nutz Over Cho 1.69oz | $ 2.50 |  |  |
| Kellogg Fruit Snack MixBerries | $ 1.85 |  |  |
| Planters Salted Peanuts 1oz | $ 1.85 |  |  |
| Kar's Sweet N Salty Mix 2oz | $ 1.85 |  |  |
| Kar's Salted Peanuts 1.5oz | $ 1.85 |  |  |
| Kar's Salted Cashews 1oz | $ 1.85 |  |  |
| Kars Sriracha Peanuts 42/3.5oz | $ 1.85 |  |  |
| Kar's Trail Mix Orig Blend | $ 1.85 |  |  |
| Kar's Trail Mix Nut Yogurt | $ 1.85 |  |  |
| Kar's All Energy Trail Mix | $ 1.85 |  |  |
| Planters Trail Mix Fruit&Nut 2oz | $ 2.10 |  |  |

# ATTACHMENT C: SAMPLE COMMISSION WORKBOOK

|  |  |
| --- | --- |
| **Stand Alone Vending Machine with Snacks** |  |
|  | **Proposed Commission Paid to University** |
|  |  |
| **Candy** |  |
| **Large Snacks** |  |
| **Crackers and Cookies (NABS)** |  |
| **Small/Medium Bag Snacks** |  |
| **Granola Bars** |  |
| **Pastry** |  |
| **Premium Snacks** |  |
|  |  |
|  |  |
|  |  |
| **Other Autonomous Vending Equipment and services you would provide as part of this contract:** | |
| **Product** | **Commission Paid to University** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

# ATTACHMENT D: SAMPLE ANNUAL FUNDING WORKBOOK

|  |  |  |
| --- | --- | --- |
| **Contract Year** | **Scholarship Commitment** | **Other Annual Funds** |
| 2024-2025 |  |  |
| 2025-2026 |  |  |
| 2026-2027 |  |  |
| 2027-2028 |  |  |
| 2028-2029 |  |  |
| 2029-2030 |  |  |
| 2030-2031 |  |  |
| 2031-2032 |  |  |
| 2032-2033 |  |  |
| 2033-2034 |  |  |

# ATTACHMENT E: SAMPLE MONTHLY REVENUE FROM 94 STANDALONE SNACK MACHINES

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Jul-22** | **Aug-22** | **Sep-22** | **Oct-22** | **Nov-22** | **Dec-22** |
| 15,330.12 | 16,771.74 | 43,010.30 | 37,823.28 | 44,461.84 | 26,380.66 |
|  |  |  |  |  |  |
| **Jan-23** | **Feb-23** | **Mar-23** | **Apr-23** | **May-23** | **Jun-23** |
| 26,804.83 | 41,628.31 | 47,426.69 | 47,747.87 | 35,187.04 | 25,000.18 |
|  |  |  |  |  |  |
| **Total 12 month** |  |  |  |  |  |
| 407,572.86 |  |  |  |  |  |

# ATTACHMENT F: INSTRUCTIONS TO VENDORS

**THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL INSTRUCTIONS TO VENDORS**

1. **READ, REVIEW AND COMPLY**

*It shall be the Vendor’s responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document.*

*Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.*

1. **REQUEST FOR OFFERS**

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

*By submitting Your Bid or Proposal, You are offering to enter into a contract with the University.*

*The Contract is a separate document that represents the Vendor’s and the University’s entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the North Carolina General Terms And Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered,* *other terms and conditions may apply.*

1. **DUTY TO INQUIRE**

*Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the University's attention.*

1. **DEFINITIONS, ACRONYMS AND ABBREVIATIONS**

*The following definitions, acronyms, and abbreviations may be used within the Solicitation document.*

* 1. **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
  2. **ADDENDUM**: a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
  3. **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
  4. **BUYER:** The employee of the University or Other Eligible Entity that places an order with the Vendor.
  5. **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
  6. **CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.
  7. **CONTRACT ADMINISTRATOR**: A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
  8. **CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
  9. **Electronic Vendor Portal (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE
  10. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the University conducts electronic procurement.
  11. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
  12. **HUB**: Historically Underutilized Business https://ncadmin.nc.gov/businesses/hub
  13. **IFB:** Invitation for Bids (a type of Solicitation document)
  14. **LOT**: A grouping of similar products within this Solicitation document.
  15. **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
  16. **OFFEROR**: the single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
  17. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
  18. **PROCUREMENT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the University, and is the individual who will administer the Contract for the University.
  19. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
  20. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
  21. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the University for award.
  22. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
  23. **RFP**: Request for Proposals (a type of Solicitation document)
  24. **RFPQ**: Request for Pre-Qualifications (a type of Solicitation document)
  25. **RFQ**: Request for Quotes (a type of Solicitation document)
  26. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
  27. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
  28. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
  29. **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
  30. **WORK**: All labor, materials, equipment, services, or property of any type provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
  31. **YOU** and **YOUR:** Offeror.

1. **INTERPRETATION OF TERMS AND PHRASES**

*The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the State. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids 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 Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the University exercising its discretion to reject a bid in its entirety.*

1. **BID SUBMISSION**
   1. **VENDOR’S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor’s bid.
   2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
      1. If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and University that the individual is doing business as a firm.
      2. If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
      3. If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
      4. An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
      5. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.
   3. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an Offer nonresponsive, and it may be rejected.
   4. **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the State office designated for receipt of bids by the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.
   5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.
   6. **LATE BIDS**: Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor’s sole responsibility to ensure delivery at the designated office by the designated time.
      1. Vendor shall bear the risk for late submission due to unintended or unanticipated delay— whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor’s sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.
      2. For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the University’s Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.
   7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements

*of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the University cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.*

* 1. **CONTENTS OF OFFER:**
     1. Offers should be complete and carefully worded and should convey all of the information requested.
     2. Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
     3. If Your Offer includes any comment over and above the specific information requested in the Solicitation, You are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the University’s discretion.
  2. **MULTIPLE OFFERS.** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.
  3. **CLARIFICATION:** The University may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.
  4. **ACCEPTANCE AND REJECTION:** The University reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.
  5. **BASIS FOR REJECTION**: Pursuant to 01 NCAC 05B .0501, the University reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the University, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the University.
  6. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.
  7. **WITHDRAWAL OF BID OR PROPOSAL**: Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor’s letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
  8. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers

*are the Vendor’s sole responsibility.*

* 1. **INSPECTION AT VENDOR’S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the University’s determination that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
  2. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the University to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in the quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
  3. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A University contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
  4. **SUSTAINABILITY**: INTENTIONALLY REMOVED.
  5. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** The University is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the University encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on University contracts.
  6. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a Vendor resident in that state. Residency is determined by a Vendor’s “Principal Place of Business,” defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
  7. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:
     1. any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and
     2. any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.

*A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.* ***VALID TAXPAYER INFORMATION****: All persons or entities desiring to do business with the University must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here:*

[*https://files.nc.gov/ncosc/documents/NCAS\_forms/State\_of\_North\_Carolina\_Sub\_W-9\_01292019.pdf*](https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf)

* 1. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina

*electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website:* [***https://evp.nc.gov.***](https://evp.nc.gov/)

* 1. The status of a Vendor’s E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E- Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State’s discretion, and may be disqualified from further evaluation or consideration.
  2. **TABULATIONS**: Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), [***https://evp.nc.gov***..](https://evp.nc.gov/) Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.
  3. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the University will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the University will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
  4. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the University concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the University directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor’s bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.
  5. **INFORMAL COMMENTS:** The University shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the University during the competitive process or after award. The University is bound only by information provided in writing in this Solicitation document and in formal Addenda.
  6. **PROTEST PROCEDURES:** When a Vendor wishes to protest a contract awarded by the University of North Carolina at Chapel Hill under our delegated purchasing authority, a Vendor shall submit a written request addressed to the Lead Contract Officer listed in the solicitation. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims.
  7. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) The University of North Carolina Terms and Conditions as specified in the solicitation document, (4) Instructions To Vendors, (5) Pricing, and (6) Vendor’s Bid.
  8. **ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.
  9. **ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The University will not identify You in its answer to Your question.
  10. **MAXIMUM COMPETITION:** The University seeks to permit the maximum practicable competition. Offerors are urged to advise the University, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the University determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.
  11. **FIRM OFFER:** Vendor’s bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

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# ATTACHMENT G: THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL GENERAL TERMS & CONDITIONS

By shipping Products, commencing performance of Services, or responding to the Purchase Order, the Supplier accepts and agrees to the following terms and conditions:

1. **DEFINITIONS.** As used herein,
   1. “Agreement” or “Contract” means these General Terms and Conditions for Procurement of Products and Services and incorporating the University’s Purchase Order(s), Solicitation Document(s), and any Statement(s) of Work executed by the Parties under this Agreement, as applicable.
   2. “Parties” means the University and the Supplier, collectively (each, individually, a “Party”).
   3. “Products” means all equipment, merchandise, hardware, goods, and documentation to be delivered to the University by the Supplier under this Agreement, the Purchase Order(s), Solicitation Document(s), and any Statement(s) of Work, as applicable.
   4. “Purchase Order” means the document used by the University to order Products and/or any type of Service(s) provided by the Supplier in sufficient detail to allow the Supplier to accept and accurately fulfill the University’s order, and including terms describing price, quantity, invoicing and delivery addresses, and purchasing agent contact information.
   5. “Services” means all services to be performed by the Supplier for the University under this Agreement, the Purchase Order(s), Solicitation Document(s), and any Statement of Work(s), as applicable.
   6. “Solicitation Document” means the University’s request for proposal, request for information, invitation for bid, and/or other solicitation document issued by the University to solicit offers for the Products and Services.
   7. “State” means the State of North Carolina.
   8. “Statement of Work” means a document that defines, for each project under this Agreement, the (1) work activities to be performed by the Supplier, (2) payment rates, (3) additional payment terms (if any), (4) Products and/or Services, (5) work schedule governing the Supplier’s provision of Services, and (6) any other relevant information the Parties wish to include.
   9. “University” means The University of North Carolina at Chapel Hill and its successors and assigns.
   10. “Supplier” means the Party providing the Products and/or Services to the University under this Agreement, and its successors and assigns.
2. **PERFORMANCE.**
   1. It is anticipated that the tasks and duties undertaken by the Supplier under the contract which results from the University’s solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
   2. Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Supplier license and provided by Supplier in performance of this Contract shall be and remain property of the University. During performance, Supplier may provide proprietary components as part of the deliverables that are identified in this Contract. Supplier grants the University a personal, permanent, non- transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Supplier, or its suppliers or licensors made accessible or furnished to the University shall be and remain the property of the Supplier or such other party, respectively. Supplier agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The University shall notify the Supplier of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Supplier agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the University.
3. Supplier has a limited, non-exclusive license to access and use University data provided to Supplier, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
4. Supplier or its suppliers, as specified and agreed in the Contract, shall provide support and assistance to the University related to all Services performed or other deliverables procured hereunder during the University’s normal business hours. Supplier warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
5. The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Supplier under this Contract as provided by N.C Gen. Stat. §§ 143-52 and 143-135.9 (a) and (b) (Best Value).
6. **PAYMENT TERMS.**
   1. All invoices shall be submitted to the University’s Systems and Operations Department unless otherwise instructed on the face of the Purchase Order. Payment terms are net thirty (30) days after the University’s receipt of a correct invoice or acceptance of the Products or Services, whichever is later.
   2. The University retains the right to determine the most appropriate method to remit payments to the Supplier.
   3. Upon written request approved by the University and solely as a convenience to the Supplier, the University may: (i) forward the Supplier's payment check directly to any person or entity designated by the Supplier, and (ii) include any person or entity designated by Supplier as a joint payee on the Supplier's payment check. In no event shall such approval and action obligate the University to anyone other than the Supplier and the Supplier shall remain responsible for fulfillment of all contract obligations.
   4. The University does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties, or attorney’s fees. This Agreement will not be construed as an agreement by the University to pay such costs and will be paid only as ordered by a court of competent jurisdiction.
7. **TAXES.** Any applicable taxes shall be invoiced as a separate item. Invoices shall not include any sales or use tax (or fees) unless required by the North Carolina Department of Revenue. The University is exempt from North Carolina Sales and Use Tax for all qualifying purchases. The University’s North Carolina Sales and Use Tax exemption number is 400028. The University is exempt from Federal Taxes, such as excise and transportation. The University shall not be responsible for income or property taxes.
8. **TRANSPORTATION OF PRODUCTS.** Transportation of Products shall be FOB Destination unless otherwise specified in the Solicitation Document or Purchase Order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the University. In cases where parties other than the Supplier ship materials against this order, the shipper must be instructed to show the Purchase Order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
9. **CONDITION AND PACKAGING.** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.
10. **STANDARDS.**
    1. *Manufacturing Requirements.* All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
    2. *Energy Star Compliance.* All Products constituting electronic office equipment, including but not limited to, computers, monitors, printers, scanners, photocopy machines, and facsimile machines, shall be Energy Star compliant. If any of the Products do not satisfy Energy Star requirements, the Supplier shall provide a justification statement explaining why the Products are not Energy Star compliant.
    3. *Quality Assurance.* The Supplier will provide and maintain a quality assurance system or program that includes any Products and will tender to the University only those Products that have been inspected and found to conform to the requirements of this Agreement. All manufactured items and/or fabricated assemblies comprising Products are subject to operation, certification, or inspection, and accessibility requirements as required by State or federal regulation.
    4. *Site Preparation.* The Supplier shall provide the University with complete site requirement specifications for the Products, to the extent applicable. These specifications shall ensure that the Products to be installed shall operate properly and efficiently within the site environment. Any subsequent alterations or modifications required to be made to the site which are directly attributable to incomplete or erroneous specifications provided by the Supplier shall be made at the expense of the Supplier.
11. *Specifications.* The apparent silence of the specifications in the Solicitation Document as to any detail concerning the Products shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Unless otherwise specified in the University’s Solicitation Document, the Products shall be new and not refurbished, field-upgraded, previously opened, or otherwise used.
12. *Information Security Compliance and Certifications*. At all times during the term of this Agreement, the Supplier shall (1) use information security best practices for transmitting and storing potentially sensitive information; (2) employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols; (3) comply with all applicable laws and regulations regarding privacy and data security to maintain database security on any online financial transactions conducted on the University’s behalf through the use of the Supplier’s Software or records belonging to the University that contain sensitive and confidential information; (4) provide most current SOC 2 Type II report at least once every two (2) years; (5) maintain ISO/IEC 27000 series information security best practices; and (6) in the event the Supplier is acting as a Service Provider as defined by the Payment Card Industry Data Security Standard (PCI-DSS), comply with the Payment Card Industry Data Security Standard (PCI-DSS) and provide appropriate PCI attestation documentation, such as a valid Attestation of Compliance (AOC). The University reserves the right to conduct or request the Supplier to have an independent third-party security audit performed.

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

**9. OWNERSHIP OF WORK PRODUCT.** Unless otherwise agreed in writing by the Parties, deliverables developed or prepared specifically for the University hereunder (the “Deliverables”) shall be deemed “works made for hire” under the federal copyright laws. The Supplier hereby assigns to the University any and all rights, title, and interest, including, without limitation, copyrights, trade secrets, and proprietary rights to the Deliverables. To the extent the Deliverables include data, modules, components, designs, utilities, subsets, objects, processes, tools, models, and specifications (“Technical Elements”) owned or developed by the Supplier prior to, or independently from, its engagement hereunder, the Supplier retains ownership of such Technical Elements and the Supplier hereby grants to the University a perpetual, worldwide, fully paid-up limited license to use such Technical Elements for University related purposes.

1. **QUALIFIED PERSONNEL; INTERVIEWS.** For Services procurements, the Supplier shall ensure that qualified personnel of the Supplier will provide the Services under this Agreement in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the applicable industry. Prior to the Supplier commencing the provision of the Services and upon the University's request, the University shall have the opportunity to review resumes and conduct interviews of the personnel who the Supplier proposes to deploy to provide the Services to the University. If the University is not satisfied with the proposed personnel, the University may request acceptable substitute personnel to be provided by the Supplier.
2. **KEY PERSONNEL.** For Services procurements, the Supplier shall not substitute key personnel assigned to the performance of this Agreement without express prior written approval by the University’s designated contract administrator. Any desired substitution shall be noticed to the University’s contract administrator accompanied by the names and references of the Supplier’s recommended substitute personnel. The University will approve or disapprove the requested substitution in a timely manner. The University may, in its sole discretion, terminate the Services of any person providing Services under this Agreement. Upon such termination, the University may request acceptable substitute personnel to be provided by the Supplier.
3. **CARE OF UNIVERSITY PROPERTY.**
   1. The Supplier agrees that it shall be responsible for the proper custody and care of any University real or personal property, information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the Supplier under this Agreement, furnished for use in connection with the performance of this Agreement, or purchased by it for this Agreement and will reimburse the University for loss or damage of such property.
   2. Any University property, information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the Supplier under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform this Agreement and not divulged or made available to any individual or organization without the express prior written approval of the University.
   3. The University’s property in the hands of the Supplier shall be protected from unauthorized disclosure, loss, damage, or destruction by a natural event or another eventuality. The Supplier agrees to reimburse the University for loss or damage of University property while in Supplier’s custody. Such University property shall be returned to the University upon the termination or expiration of this Agreement as directed by the University.
4. **INSPECTION AT VENDOR'S SITE.** The University reserves the right to inspect, at a reasonable time during normal business hours, the equipment/item, plant, or other facilities of a prospective vendor prior to Purchase Order award, and during the Purchase Order term as necessary for the University's determination that such equipment/item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Agreement.
5. **INDEPENDENT CONTRACTOR.** The Supplier and its employees, officers and executives, and subcontractors, if any, shall be independent contractors and not employees or agents of the University. This Agreement shall not operate as a joint venture, partnership, trust, agency, or any other business relationship.
6. **INSURANCE COVERAGE**. This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. The University will determine, in its sole and absolute discretion, if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the University.
   1. *Generally.* Providing and maintaining adequate insurance coverage is a material obligation of the Supplier and is of the essence of this Agreement. All such insurance shall meet all laws of the State. Such insurance coverage shall be obtained from companies with an A.M. Best rating of not less than A-VII that are authorized to provide such coverage and that are authorized by the North Carolina Commissioner of Insurance to do business in the State. The Supplier shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. The minimum coverage limitations under each insurance policy indicated below shall not be interpreted as limiting the Supplier’s liability and obligations or the indemnification requirements under this Agreement.
   2. *Coverage.* During the term of the Agreement, the Supplier, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as indicated. The University shall not be deemed or construed to have assessed the risk that may be applicable to the Supplier. The Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits and broader coverages. The University shall be listed as an additional insured. The Supplier will provide thirty (30) days advance notice to the University, either directly or through the insurer, of any cancellation or non-renewal of a policy. The insurance policies must be written on a primary basis and any insurance or self-insurance maintained by the University shall be non-contributing.
      1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35)and 05B.0301 (1), the minimum applicable insurance requirements for Worker’s Compensation and Automobile Liability will apply as required by North Carolina law. The University may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
      2. **For contracts valued in excess of the Small Purchase threshold, but up to $1,000,000.00, the following limits shall apply:**
         1. Worker’s Compensation - The Supplier shall provide and maintain Worker’s Compensation Insurance, as may be required by the laws of North Carolina, as well as employer’s liability coverage, with minimum limits of $250,000.00, covering all of Supplier’s employees who are engaged in any work under this Agreement. If any work is subcontracted, the Supplier shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under this Agreement.
7. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
8. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage;

$250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

1. Professional Liability (Errors and Omissions Liability), including Cyber Liability - Supplier, at its sole cost and expense, shall maintain Professional Liability insurance with the following minimum limits of liability: (i) $1,000,000.00 per loss and (ii) $1,000,000.00 per aggregate. This insurance shall provide coverage for: (A) liability arising from theft, dissemination, and/or use of Sensitive and Confidential Information; (B) network security liability arising from the unauthorized access to, use of, or tampering with computer systems; and (C) liability arising from the introduction of a computer virus into, or otherwise causing damage to a computer system, network or similar related property. If professional liability insurance is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Supplier shall maintain such insurance for an additional period of one (1) year following termination of the Agreement. If such insurance is maintained on a claims-made basis, Supplier shall maintain such insurance for an additional period of three (3) years following termination of the agreement.

iii. **For contracts valued in excess $1,000,000.00, the following limits shall apply:**

1. Workers’ Compensation Insurance - The Supplier, at its sole cost and expense, shall maintain Workers’ Compensation Insurance in accordance with the limits and terms required by the laws of North Carolina, as well as Employers' Liability coverage with minimum limits of $500,000.00, covering all of the Supplier’s employees who are engaged in any work under this Agreement. If any work is subcontracted, the Supplier shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under this Agreement.
2. Commercial General Liability - The Supplier, at its sole cost and expense, shall maintain Commercial General Liability (CGL) insurance (ISO form CG0001 or equivalent) with the following minimum limits of liability: (i) General Aggregate: $2,000,000.00; (ii) Products/Completed Operations Aggregate: $2,000,000.00; (iii) Personal/Advertising Injury: $1,000,000.00; and (iv) Each Occurrence Limit: $1,000,000.00. Umbrella or excess liability insurance may be used to meet the CGL coverage limit requirements.

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

d. Professional Liability (Errors and Omissions Liability), including Cyber Liability - Supplier, at its sole cost and expense, shall maintain Professional Liability insurance with the following minimum limits of liability: (i) $2,000,000.00 per loss and (ii) $5,000,000.00 per aggregate. This insurance shall provide coverage for: (A) liability arising from theft, dissemination, and/or use of Sensitive and Confidential Information; (B) network security liability arising from the unauthorized access to, use of, or tampering with computer systems; and (C) liability arising from the introduction of a computer virus into, or otherwise causing damage to a computer system, network or similar related property. If professional liability insurance is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Supplier shall maintain such insurance for an additional period of one (1) year following termination of the Agreement. If such insurance is maintained on a claims-made basis, Supplier shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.

1. **AVAILABILITY OF FUNDS.** Any and all payments to the Supplier shall be dependent upon and subject to the availability of funds appropriated or allocated to the University for the purpose set forth in this Agreement.
2. **GENERAL INDEMNITY.**
   1. The Supplier shall indemnify, defend, and hold harmless the University, its trustees, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all damages, costs, liabilities, losses, and expenses incurred by Indemnitees arising from or related to (i) the Products delivered, the Services performed, or materials or supplies furnished in connection with the performance of this Agreement; (ii) a breach of this Agreement by the Supplier; or (iii) any misconduct or acts of negligence by the Supplier or its employees or agents in the performance of this Agreement.
3. The Supplier represents and warrants that it shall make no claim of any kind or nature against the University’s agents who are involved in the delivery or processing of Supplier deliverables or Services as part of this Agreement with the University.
4. As part of this provision for General Indemnity, if federal funds are involved in this procurement, the Supplier warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the University harmless from any claims or losses resulting to the University from the Supplier’s noncompliance with such federal requirements or law in the performance of this Agreement. The representations and warranties in the preceding two (2) sentences shall survive the termination or expiration of the Contract.
5. The Supplier will indemnify the University for any breach of confidentiality or failure of its responsibilities to protect confidential information, including by not limited to, the cost of notification of affected persons as a result of its accidental or negligent release of University data provided to the Supplier pursuant to the Agreement.
6. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY**.
   1. Supplier shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with this Agreement.
   2. Supplier warrants to the best of its knowledge that:
      1. Performance under this Agreement does not infringe upon any intellectual property rights of any third-party; and
      2. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
   3. Should any deliverables supplied by Supplier become the subject of a claim of infringement of a patent, copyright, trademark, or a trade secret, the Supplier, shall at its option and expense, either procure for the University the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Supplier’s judgment, or if further use shall be prevented by injunction, the Supplier agrees to cease provision of any affected deliverables and refund any sums the University has paid Supplier for such deliverables and make every reasonable effort to assist the University in procuring substitute deliverables. If, in the sole opinion of the University, the cessation of use by the University of any such deliverables due to infringement issues makes the retention of other items acquired from the Supplier under this Agreement impractical, the University shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge; and Supplier agrees to refund any sums the University paid for unused Services or other deliverables.
   4. The Supplier, at its own expense, shall defend any action brought against the University to the extent that such action is based upon a claim that the deliverables supplied by the Supplier or their use or operation, infringe on a patent, copyright, trademark or violate a trade secret. The Supplier shall pay those costs and damages finally awarded or agreed in a settlement against the University in any such action.
   5. Supplier will not be required to defend or indemnify the University to the extent any claim by a third party against the University for infringement or misappropriation results solely from the University’s material alterationof any Supplier-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Supplier of the claimed infringement.
7. **SUSPENSION.** The University will have the right to suspend performance of this Agreement at any time by providing written notice to the Supplier and specifying the dates of the suspension. The University will be responsible for paying the Supplier in accordance with the terms of the Agreement for the delivery of Products and Services accepted by the University at the time of the suspension.
8. **DEFAULT AND TERMINATION FOR CAUSE.**
   1. If, through any cause, the Supplier shall fail to fulfill in timely and proper manner the obligations under this Agreement, including, without limitation, in these Terms and Conditions, the University shall thereupon have the right to terminate this Agreement by giving written notice to the Supplier and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under this Agreement prepared by the Supplier shall, at the option of the University, become the University’s property (and under any applicable Supplier license to the extent necessary for the University to use such property), and the Supplier shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding the foregoing, the Supplier shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this Agreement, and the University may withhold any payment due the Supplier for the purpose of setoff until such time as the exact amount of damages due to the University from such breach can be determined. The University reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successful offeror without expense to the University. N.C. Gen. Stat. §§ 25-2-609 and 143-52(a); 01 NCAC 05B.1521.
   2. In case of default by the Supplier, the University may, as provided by North Carolina law, procure the Products or Services necessary to complete performance hereunder from other sources and hold the Supplier responsible for any excess cost occasioned thereby.

N.C. Gen. Stat. § 25-2-712. In addition, and in the event of default by the Supplier, or upon the Supplier filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Supplier, the University may immediately cease doing business with the Supplier, terminate this Agreement for cause, take action to recover relevant damages, and initiate proceedings to debar the Supplier from doing future business with agencies of the State of North Carolina. 01 NCAC 05B.1520.

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

**21. TERMINATION FOR CONVENIENCE.** The University may terminate this Agreement without penalty for any reason upon thirty (30) days written notice to the Supplier. In that event, all finished or unfinished deliverable items prepared by the Supplier under this Agreement shall, at the option of the University, become its property, and under any applicable Supplier license to the extent necessary for the University to use such property. If this Agreement is terminated by the University for convenience, the Supplier shall be paid for those items or services satisfactorily completed, less any payment or compensation previously made.

1. **FORCE MAJEURE.** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, flood, power failures, acts or threats of war, acts or threats of terrorism, hostile foreign action, nuclear explosion, riot, strike, civil insurrection, pandemic, epidemic, quarantine, acts or regulations of public or University officials including measures to limit the spread of contagious disease, governmental acts, orders, or restrictions, national, regional, or local emergency, severely inclement weather, interruption or delay or transportation service, earthquake, hurricane, tornado, or other catastrophic natural event or Act of God; provided that such Party uses reasonable efforts, under the circumstances, to promptly notify the other Party of the cause of such delay and to resume performance as soon as possible in light of the circumstances giving rise to the force majeure event
2. **CONFIDENTIALITY; CARE OF INFORMATION.**
   1. *Confidentiality.* Any information, data, documents, studies, and reports given to or prepared or assembled by the Supplier under this Agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
   2. *Response to Third-party Requests for University Data*. If the Supplier is served with a subpoena related to University data, then, unless prohibited by law, the Supplier will provide prior notice of such subpoena to the University to allow the University an opportunity to seek injunctive relief before disclosure of the information.
   3. *Protection of Supplier Trade Secrets under NC Public Records Act.* The University will maintain the confidentiality of the Supplier's “trade secrets”, in accordance with N.C. Gen. Stat. § 132-1, et seq. (the “NC Public Records Act”). Trade secrets are defined by North Carolina statute as "business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that derives independent actual or potential commercial value from (i) not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." (*See* N.C. Gen. Stat. § 66-152). The Supplier shall designate the portions of the materials it delivers to the University that meet this definition of "trade secrets," or that otherwise are exempt from disclosure under the NC Public Records Act, by printing “CONFIDENTIAL” in boldface at the top and bottom of the applicable pages or sections. Under the North Carolina Administrative Code, price information shall not be deemed confidential (NCAC 05B.0103). In spite of what is labeled as confidential, the determination as to whether the information is subject to disclosure shall be determined by North Carolina law. The Supplier is notified that if the confidentiality of material is challenged by other parties, the Supplier has the responsibility of defending the assertion of confidentiality. N.C. Gen. Stat. § 143-52(a).
3. *Protection of University's Sensitive and Confidential Information.* The Supplier shall safeguard and protect Sensitive and Confidential Information of the University in accordance with all applicable laws and regulations and consistent with ISO/IEC 27000 series information security best practices. “Sensitive and Confidential Information” means any, but not limited to, the following: “Personal Information” under the North Carolina Identity Theft Protection Act of 2005, confidential “personnel information” under the North Carolina Human Resources Act, “Protected Health Information” under the Health Insurance Portability and Accountability Act (HIPAA), student “education records” under Family Educational Rights and Privacy Act (FERPA), “customer record information” under Gramm Leach Bliley Act (GLBA), “cardholder data” as defined by the Payment Card Industry Data Security Standard (PCI-DSS), and any information protected from disclosure under the North Carolina Public Records Act. Sensitive and Confidential Information must be restricted by the Supplier to those with a legitimate business need for access to such information. For purposes of illustration, Sensitive and Confidential Information may appear in research data, public safety information, financial donor information, information concerning select agents, system access passwords, information security records, and information file encryption keys. If the Supplier becomes aware of a confirmed or suspected exposure of Sensitive and/or Confidential University Information, the Supplier shall notify the University’s IT Help Desk (919- 962-HELP) and ask that a “Critical Remedy Ticket” be created with the University’s Information Security Office. The Supplier shall provide a telephone number at which the reporting party can be reached for more detail. The Help Desk takes calls 24x7x365. The Supplier shall not provide any information regarding the risk to Sensitive Information or Confidential Information until contacted via telephone by a University incident handler. Upon being contacted by the incident handler, the Supplier agrees to provide the University with access to any information that is pertinent to the investigation of the possible compromise of the University’s sensitive information or mission critical system, including, but not limited to: log data, metadata, and forensic images.
4. *Grant of Limited Right to Use University Data.* Subject to the terms and conditions of this Agreement, the University grants to the Supplier a non-exclusive, non- transferable, limited right to use University data received or accessed by the Supplier in the course of performing services under this Agreement. All right, title, and interest in the data shall remain with the University or end users, as applicable. The Supplier may not access and/or duplicate the data for any reasons other than those stated herein without the prior written consent of university.
5. *Limitations on Use of University Data.* The Supplier shall not collect, mine, save, disclose, or otherwise use any end user personal information or University data for any purpose other than to provide and support the services expressly contemplated under this Agreement.
6. *FERPA Acknowledgement.* If the Supplier’s Services involve the hosting or accessing of student education records, the Supplier acknowledges and agrees that (i) the University has outsourced to the Supplier the performance of institutional services or functions for which the University would otherwise use its own employees, (ii) the Supplier is considered to be a “school official” with “legitimate educational interests” in “personally identifiable information” from “education records” of University students, as those terms have been defined under FERPA (34 C.F.R. 99), (iii) the Supplier is under the direct control of the University with respect to the Supplier’s use and maintenance of data in the education records, and (iv) the Supplier will abide by the limitations and requirements imposed by 34 C.F.R. 99.33(a) on school officials. The Supplier will use such data only for the purpose of fulfilling its duties under this Agreement and will not monitor or share such data with or disclose it to any third party except as required by law, or authorized in writing by the University.
7. *Data Security.* The Supplier shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
8. *Costs Borne by Supplier.* If the Supplier experiences a security incident or breach concerning any Confidential Information covered by this Agreement, and such breach is covered by applicable federal or state laws and regulations, then the Supplier will (a) fully comply with the Supplier’s obligations under such laws and regulations, including but not limited to the NC Identity Theft Protection Act, (b) immediately notify the University regarding the breach pursuant to the process outlined in subsection (d) above and provide the information listed in N.C. Gen. Stat. § 75-65(d)(1-4) and other federal or state laws and regulations required by the University, and (c) fully cooperate with the University in carrying out the University’s obligations under said Identity Theft Protection Act.
9. **IMPLEMENTATION; CONFLICTS/INCONSISTENCIES.** This Agreement shall be implemented by a University Purchase Order. For purposes of construing a transaction as an integrated contract, the following provisions shall apply: (a) the definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein; (b) if federal funds are involved in the transactions under this Contract, the Supplier shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the “Federal Funds Provisions” section below; (c) “Purchasing Agency” herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below; (d) contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58; (e) in cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS, including the Federal Funds Provisions[;](https://ncconnect.sharepoint.com/sites/doa/pandc/Shared%20Documents/Website/Form_North%20Carolina%20General%20Terms%20and%20Conditions_01.2020.docx?web=1) (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Supplier’s Bid, to the extent specifically and mutually incorporated into this Contract. In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these General Contract Terms and Conditions, the more restrictive provision will govern.
10. **SUBCONTRACTING.** The Supplier may subcontract the performance of this Agreement to third parties only with the express prior written consent of the University. The Supplier remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same obligations and standards required of the Supplier under this Agreement, and the terms and conditions of this Agreement shall be specifically incorporated into any agreements with subcontractors relating thereto.
11. **ASSIGNMENT OR DELEGATION OF DUTIES.** This Agreement may not be assigned or delegated by Supplier without the written consent of the University. If Supplier requests any assignment, or delegation of duties, the Supplier shall remain responsible for fulfillment of all Agreement obligations. Upon written request, the University may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the University, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Supplier’s assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of this Agreement. N.C. Gen. Stat. § 143-58.
12. **AMENDMENTS/CONTRACT AUTHORIZATION.**
    1. This Agreement may not be amended orally or by performance. Any amendment, in order to be effective, must be made in written form and signed by duly authorized representatives of the University and the Supplier in accordance with this section.
    2. This Agreement is made subject to the shipment of quantities, qualities, and prices indicated on the Purchase Order and all conditions and instructions on the Purchase Order or the Solicitation Document, as applicable. Any changes made to this Agreement or Purchase Order proposed by the Supplier are hereby rejected unless accepted in writing by the University’s Purchasing Services Department or the Vice Chancellor for Finance and Operations. The University shall not be responsible for products delivered without a Purchase Order or authorization from the University’s Purchasing Services Department. In order to be effective, contracts for university purchases of products or services exceeding $5,000.00 must be signed by a duly authorized officer of the University’s Purchasing Services Department, or the University’s Vice Chancellor for Finance and Operations or his/her delegate.
13. **USE OF UNIVERSITY NAME AND TRADEMARK.** The Supplier shall not appropriate or use the existence of this Agreement or the names, logos, photographs, images, property, service marks, or trademarks of the University or the State of North Carolina as a part of any marketing, advertising, endorsement, promotion, or otherwise, without express prior written approval of the University. Requests to use the University’s names, logos, photographs, images, property, service marks, or trademarks should be directed to the University’s Office of Trademarks and Licensing ([*http://www.licensing.unc.edu*](http://www.licensing.unc.edu/)). If the University grants express prior written consent to use the University’s names, logos, photographs, images, property, service marks, or trademarks, for marketing, advertising, endorsement, promotion, or otherwise, the University shall have the right to reject any such use proposed by the Supplier which in the University’s sole discretion violates the University’s standards of advertising or is inconsistent with the University’s role and reputation as a public institution of higher education.
14. **EXPORT CONTROL.**
    1. The Supplier agrees to comply with all applicable export control laws and regulations with jurisdiction over hardware, software, or technology used or accessed in connection with performing this Agreement, including but not limited to, U.S. Export Control Regulations, including the Export Administration Regulations (15 C.F.R. 730-744), the International Traffic in Arms Regulations (22 C.F.R. 120-130), and the Office of Foreign Asset Controls regulations (31 C.F.R. 500-599) in all transactions required to fulfill the terms of this Agreement. Supplier agrees to cooperate with any recordkeeping, certification, license, security measure, or other action required to confirm or maintain compliance with export control regulations, including provision of personal information specifically required for such export compliance purposes.

(b) The Supplier shall not transfer or disclose to the University any equipment, information, substance, or material that is controlled under the federal government's Export Administration Regulations (15 C.F.R. 730-774) or International Traffic in Arms Regulations (22 C.F.R. 120-130) (collectively, any “Export Controlled Material”) without first informing the University of the Export Controlled Material’s Export Control Classification Number (“ECCN”), or other applicable export control designation other than EAR99.

1. **EQUAL OPPORTUNITY.** The Supplier shall abide by the requirements of 41 C.F.R. 60- 1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or appropriate inquiries regarding compensation. The Supplier will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, disability, or appropriate inquiries regarding compensation.
2. **NOTICES.** Any notices required under this Agreement should be delivered to the contract administrator for each Party. Unless otherwise specified in the Solicitation Document, any notices shall be delivered in writing by U.S. Mail, commercial courier, or by hand.
3. **COMPLIANCE WITH LAWS AND UNIVERSITY POLICIES.** Each Party shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority. The Supplier agrees to comply with all applicable University policies.
4. **NO BRIBERY; NO BOYCOTT.** Supplier shall adhere to and comply with U.S. anti-boycott laws and all applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act. Supplier shall not directly or indirectly offer, give, promise to give, or authorize the giving of any money, loan, gift, donation, or other thing of value to induce a government official to do or to omit from doing any act in violation of their lawful duty, in order to obtain any improper advantage, or to induce a government official to use his or her influence improperly to affect or influence any act or decision.
5. **ACCESS TO PERSONS AND RECORDS.** During, and after the term hereof during the relevant period required for retention of records by State law (N.C. Gen. Stat. §§ 121-5 and 132- 1 *et seq.,* typically five years), the State Auditor and the University’s internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, as provided in N.C. Gen. Stat. § 143-49(9), § 147-

64.7. However, if any audit, litigation, or other action arising out of or related in any way to this Agreement is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

1. **SITUS, GOVERNING LAW, AND VENUE.**
   1. The place of this Agreement, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
2. In the event the Parties are unable to resolve any dispute relating to this Agreement, the exclusive venue for any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North Carolina.
3. Pursuant to N.C. Gen. Stat. § 55A-15-01, non-resident Supplier corporations not formed under North Carolina law must be domesticated in the Office of the North Carolina Secretary of State in order to contract with the State of North Carolina.
4. **SEVERABILITY.** In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
5. **CERTIFICATIONS REGARDING COVERED TELECOMMUNICATIONS TECHNOLOGY AND**

**SERVICES.** The Supplier shall not provide to the University, or cause the University to use, covered telecommunications equipment or services, as defined in 48 CFR 52.204-25, in the performance of any contract, subcontract or other contractual instrument between the Supplier and the University. In the event the Supplier identifies, during contract performance, covered telecommunications equipment or services as part of any item or service Supplier provides to the University, the Supplier shall immediately notify the University via email to [**purchasing\_team@unc.edu**](mailto:purchasing_team@unc.edu)**.**

1. **CERTIFICATIONS UNDER STATE LAW.** The Supplier certifies as follows: (a) its proposal was submitted competitively and without collusion (N.C Gen. Stat. § 143-54); (b) 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 (N.C. Gen. Stat. § 143-59.2); (c) it is not an ineligible vendor as set forth in N.C. Gen. Stat. § 143-59.1; (d) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans, specifications, or estimates for the solicitation, or in awarding or administering this Agreement resulting from the solicitation, or in inspecting or supervising the services to be rendered (N.C. Gen. Stat. § 133-32); (e) the Supplier and each of its subcontractors for this Agreement comply 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 (N.C. Gen. Stat. § 143- 48.5); and (g) neither the Supplier nor any assignee of the Supplier is identified on a list maintained by the NC State Treasurer noting either: (i) persons engaged in investment activities in Iran (N.C. Gen. Stat. § 147-86.60) or (ii) persons engaged in business activities boycotting Israel (N.C. Gen. Stat. § 147-86.80 et seq.). False certification may constitute a Class I felony under North Carolina law.
2. **ELECTRONIC RECORDKEEPING**. The University may preserve electronically all documents related to this Agreement, and such electronic documents will have the same force and effect as the original hardcopy documents. Any printout or other output readable by sight that accurately duplicates the electronic record will be considered an “original” document.
3. **WARRANTY TERMS**.
   1. If the Supplier is not the manufacturer of the Products, the Supplier represents and warrants to the University that it has been designated by the manufacturer as an authorized reseller of the Products and any manufacturer warranties will pass from the manufacturer through the Supplier and inure to the benefit of the University. In the event such manufacturer warranties fail to pass through the Supplier and inure to the benefit of the University, the Supplier shall pay, indemnify, and hold the University harmless from all losses, damages, and expenses resulting from such failure.
4. If the Supplier is the manufacturer of the Products:
   1. The Supplier represents and warrants to the University that for a period of ninety (90) days from the date of installation ("Warranty Period") the Products shall perform in good working order in accordance with industry practices and standards and meet the specifications set forth in the Solicitation Document. Following receipt of written notice thereof, the Supplier shall promptly respond to any failure to comply with the representations and warranties in this subsection, and the Supplier shall promptly repair, replace, or correct the Products at the Supplier's sole cost and expense. The remedies set forth in this section shall be in addition to any other rights and remedies that may be available to the University.
   2. Supplier represents and warrants to University that, to the best of its knowledge: (1) the licensed Products and associated materials do not infringe any intellectual property rights of any third party; (2) there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party; (3) the Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, “back doors” or other means to facilitate or allow unauthorized access to the University’s information systems; and (4) the Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software’s ability to operate.
5. The Supplier represents and warrants to the University that any Product which performs any date and/or time data recognition functionality, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Agreement.
6. Supplier represents and warrants to University that the Software demonstrated to University, to the extent applicable, during Supplier's on-campus demonstrations: (1) represents a generally available version of the Software; and (2) was configured but not otherwise modified by Supplier or otherwise manipulated in any way to display features or functions that do not exist in a generally available version of the Software as of the date of the Supplier's demonstrations.
7. Supplier represents and warrants to University that the Products and Services meet the accessibility requirements (to the extent applicable) outlined in Section 508 of the Rehabilitation Act of 1973, as amended (<http://section508.gov/>), and the best practices outlined in the W3C Web Accessibility Initiative reference: <http://www.w3.org/WAI/>.
8. **NO WAIVER OF REMEDIES OR DEFAULT.** Notwithstanding any other language or provision in this Agreement or in any Supplier-supplied material, nothing herein is intended or shall be interpreted as a waiver of any right, remedy, default or breach otherwise available to the University. The waiver by the University of any right, remedy, default, or breach on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
9. **RETENTION OF RECORDS.** During the term of this Agreement and for a period thereafter as determined by the University, the Supplier and its employees, agents, and subcontractors shall maintain complete and professionally adequate records and shall retain them according to the North Carolina Public Records Act and applicable University policies.
10. **GOVERNMENT RESTRICTIONS.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the Products or Services offered, prior to acceptance, it shall be the responsibility of the Supplier to notify, in writing, the University’s issuing purchasing officer at once, indicating the specific regulation which requires such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.
11. **GOVERNMENT REVIEW.** To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, the Supplier and the University shall make available to such appropriate governmental authority this Agreement and any books, records, documents, and other records that are necessary to certify the nature and extent of the services provided and the costs claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.
12. **LICENSES, PERMITS, AND CERTIFICATIONS.** During the term of this Agreement, the Supplier and its employees, agents, and subcontractors shall hold current licenses, permits, and certifications, at the levels required to practice their professions and to provide the contracted services in the relevant jurisdiction(s). Upon the University’s request, Supplier shall provide proof of such licenses, permits, and certifications.
13. **OUTSOURCING.** If, after award of this Agreement, and consistent with any applicable NC DIT security provisions, the Supplier wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the University in writing, prior express written approval must be obtained from the University unit or department responsible for the Agreement. The Supplier shall give prompt notice to the University of any relocation of the Supplier, employees of the Supplier, subcontractors of the Supplier, or other persons performing services under a University agreement to a location outside of the United States. Any vendor or subcontractor providing call or contact center services to the University shall disclose to inbound callers the location from which the call or contact center services are being provided.
14. **REJECTION OF NON-SOLICITATION.** The University rejects and disaffirms any non- solicitation provision or other similar term contained in any material related to the Agreement that would require that the Parties refrain from recruiting or hiring the employees of the other Party unless the non-solicitation provision is expressly agreed to in a writing signed and specifically initialed by an authorized University representative and the Office of University Counsel.
15. **HEADINGS, GENDER, AND NUMBER.** The headings contained herein are not material parts of the Agreement and should not be used to construe the meaning thereof. The singular of any word or phrase shall be read to include the plural and vice-versa.
16. **PARTIAL INVALIDITY.** If any provision of this Agreement shall be invalid, the remainder of this Agreement shall not be affected thereby.
17. **SURVIVAL OF PROMISES.** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein that by their sense and context are intended to survive the contract expiration or termination date shall so survive, unless specifically provided otherwise herein, or unless superseded by applicable Federal or State of North Carolina statutes of limitation.

**52. SOVEREIGN IMMUNITY.** Notwithstanding any other term or provision in this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the University under applicable law.

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# ATTACHMENT H: 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 I: CUSTOMER REFERENCES

OFFERORS MUST LIST THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK DURING THE PAST THREE (3) YEARS.

(1) FIRM'S NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(2) FIRM'S NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(3) FIRM'S NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ATTACHMENT J: 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>*

# ATTACHMENT K: 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)

**\*\*\* Failure to Return the Required Attachments May Eliminate**

**Your Response from Further Consideration \*\*\***