



UNC GREENSBORO

UNIVERSITY OF NORTH CAROLINA GREENSBORO

Request for Proposal #: **69-2944**

Promotional Products – Convenience Contract

Date Issued: **January 23, 2026**

Proposal Submission Deadline Date: **February 24, 2026 at 2:00PM ET**

Bid Opening Date: **February 24, 2026 at 3:00PM ET**

Direct all inquiries concerning this RFP to:

Anthony S. Kilar

Assistant Director of Procurement Services

Email: askilar@uncg.edu

Phone: (336) 334 - 4463



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Request for Proposal

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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>

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

STATE OF NORTH CAROLINA
University of North Carolina Greensboro

Refer <u>ALL</u> Inquiries regarding this RFP to: <i>Anthony S. Kilar</i> <i>Assistant Director of Procurement Services</i> <i>Email: askilar@uncg.edu</i> <i>Phone: (336) 334-4463</i>	Request for Proposal # 69-2944	
	Proposals will be publicly opened: February 24th, 2026 at 3:00PM via Microsoft Teams <i>(Meeting Login Information contained in Section 2.4 below)</i>	
Using Agency: UNC Greensboro	Commodity No. and Description: 80141605 Promotional Products	
Requisition No.: TBD		

EXECUTION

In compliance with this Request for Proposal (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),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this 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 Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor’s organization.

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

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

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

Proposal Number: 69-2944

Vendor: _____

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

<p><u>FOR UNIVERSITY USE ONLY:</u> Offer accepted and Contract awarded on _____ (date).</p> <p>The attached certification, by _____ (Authorized Representative of UNC Greensboro)</p>

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1.0 PURPOSE AND BACKGROUND

The University of North Carolina Greensboro is actively seeking qualified Vendors capable of furnishing and delivering Promotional Items, Branded Apparel, Merchandise, Awards and similar items on an as-needed basis or as otherwise required by the various using departments of the University. These items may include but are not limited to:

- Screen printed and/or embroidered T-shirts, hats, and other items
- Writing instruments such as pens and pencils
- Lapel pins and pin back badges
- Tote bags
- Banners and signs
- Cups and mugs
- Stickers, decals and temporary tattoos
- Notepads, binders or sticky notes for promotional use
- Any tangible promotional item that can be imprinted with the college name, logos or marks
- Awards and plaques, engraved

Please note that the University maintains strict [requirements for Trademarks & Licensing](#). As such, any awarded vendor shall be expected to be [or become within a reasonable timeframe] licensed through the University's Licensing Partner, The Collegiate Licensing Company (CLC). Similarly, all University-branded products shall adhere to the applicable [University Branding Guidelines](#). Failure to comply with these requirements may constitute a rejection of the proposal, or termination of the awarded contract.

Please note that any award resulting this solicitation shall be a convenience contract, and the University makes no guarantee as to any minimum level of spend under the agreement. The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date") or March 15th, 2026, whichever is later.

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 two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 30 days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are 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 within 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. 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.

2.3 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	University	January 23 rd , 2026
Written Questions Submission Deadline	Vendor	No later than February 5 th , 2026 at 12:00PM
Provide Responses to Questions via Q&A Addendum	University	On or about, February 9th, 2025
Proposal Submission Deadline via NC eVP	Vendor	No later than February 24th, 2026 at 2:00PM
Proposal Opening via MS Teams	University	February 24 th , 2026 at 3:00PM Time: 3:00PM ET Microsoft Teams Meeting ID: 243 117 855 719 09 Microsoft Teams Passcode: oE7qL2Ko Call-In (Audio Only): +1 336-790-7381 Phone Conference ID: 346 284 105#
Contract Award / Effective Date	University	On or about March 15th, 2026

2.4 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 e-mailed to **Anthony Kilar at askilar@uncg.edu** by the date and time specified above. Vendors will enter “RFP # 69-2944 Questions” as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, the 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>, 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 an Addendum to this RFP.

2.5 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 submission deadline specified in Section 2.3 RFP Schedule above. The date and time of receipt will be electronically noted for each proposal when received in the NC eVP portal. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

Electronic Vendor Portal (NC eVP) Submission Instructions:

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 on this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.6 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:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor 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.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Proposal Submittals: Supplemental Information
 - I. Section 4.2: Commitment to University Licensing, Trademark and Branding Requirements
 - II. Section 4.4: Sample schedule(s) for routine production and delivery lead time by category
 - III. Section 4.6: Jaggaer eProcurement Punchout or Hosted Catalog Capabilities (if applicable)
 - IV. Section 4.6: Sponsorship / Rebate Opportunities (if applicable)
- e) Completed version of ATTACHMENT A: PRODUCT OFFERINGS & CATALOG PRICING
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

2.7 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. Each proposal must be complete and independent of other proposals offered.

2.8 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.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the 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 Contract(s) to a multiple Vendor(s) for all items the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

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

3.2 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 COMMUNICATIONS 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.

3.3 PROPOSAL EVALUATION PROCESS

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.

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Commitment to University Licensing, Trademarks and Branding Requirements
2. Product Offering alignment with University Needs
3. Delivery and Lead Time
4. Pricing

3.5 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:

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

3.6 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.

4.0 REQUIREMENTS

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

4.1 PRICING

Proposal price shall include the total price for each item, including administrative and other similar fees. Shipping, handling and delivery to the State’s location shall be shown as an additional line price for each individual quote. Submit ATTACHMENT A: PRODUCT OFFERINGS & CATALOG PRICING and include in Vendor’s proposal.

4.2 COMMITMENT TO UNIVERSITY LICENSING, TRADEMARKS AND BRANDING REQUIREMENTS

By execution and submission of this proposal, Vendor affirms that any applicable licenses for University-branded products shall be maintained in accordance with the University’s Trademarks & Licensing requirements. As such, Vendor affirms that it shall be licensed through the University’s Licensing Partner, The Collegiate Licensing Company (CLC). Similarly, all products provided shall adhere to all applicable University Branding Guidelines. Failure to comply with these requirements may constitute termination of the awarded contract.

Vendor Commitment: YES NO

4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina.

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

4.4 PRODUCTION AND DELIVERY

Within its proposal, Vendor shall provide examples of production and delivery schedules for standard products (e.g. screen-printed or embroidered apparel, paper products and office supplies, etc.). Such examples should be submitted as a separate attachment and outline the estimated timeframe for both production and delivery, after receipt of order (ARO).

If the Vendor has a preferred carrier for shipping and handling, please provide the name and contact information below:

Preferred Carrier: _____ Ship-From Location: _____

4.5 WARRANTY

Vendor warrants that all products furnished under this RFP will be newly manufactured, of good material and workmanship. Such warranty shall cover the cost of all defective products, replacements, labor, freight, and delivery at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer’s warranty terms shall apply. Vendor’s warranty shall be at least the level of coverage provided for its comparable customers.

4.6 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

JAGGAER E-PROCUREMENT PUNCHOUT OR HOSTED CATALOG CAPABILITIES

While not explicitly required as a consideration for award, Vendor is requested to identify any existing capabilities for enabling and delivering Punchout or Hosted Catalogs compatible with the University’s Jaggaer eProcurement System.

Vendor has existing Punchout or Hosted Catalog Functionality: YES NO

Compatible with Jaggaer eProcurement: YES NO

SPONSORSHIP OR REBATE OPPORTUNITIES

While not explicitly required as a consideration for award, Vendor is requested to identify any potential opportunities for University sponsorships or rebate programs. If answering “Yes” to either question below, please include details of offerings as a separate attachment to this proposal. Please note that any award made under this solicitation does not obligate the University to participate; any sponsorship agreement or rebate programs will be agreed upon outside of this contract.

Vendor is interested in a Sponsorship Opportunity: YES NO

Vendor is interested in a Rebate Program: YES NO

4.7 “PIGGYBACKING” BY AFFILIATED UNIVERSITY OF NORTH CAROLINA SYSTEM INSTITUTIONS

Any resulting contract may be utilized by the University and any affiliated University of North Carolina System institution (each an “Affiliate”), which includes the following:

- | | |
|--|---|
| Appalachian State University | University of North Carolina at Asheville |
| East Carolina University | University of North Carolina at Chapel Hill |
| Elizabeth City State University | University of North Carolina at Charlotte |
| Fayetteville State University | University of North Carolina at Pembroke |
| North Carolina Agricultural & Technical State University | University of North Carolina at Wilmington |
| North Carolina Central University | University of North Carolina School of the Arts |
| North Carolina School of Science & Mathematics | University of North Carolina System Office |
| North Carolina State University | Western Carolina University |
| | Winston-Salem State University |

Participation by an Affiliate Institution is strictly voluntary, and the University shall not be responsible for orders or payments for any Affiliate.

4.8 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this 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.

4.9 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

4.10 VENDOR'S REPRESENTATIONS

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

4.11 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 the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and 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.

4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

(PRODUCT SPECIFICATIONS AND REQUIREMENTS TO BEGIN ON NEXT PAGE)

5.0 PRODUCT SPECIFICATIONS AND REQUIREMENTS

5.1 GENERAL

The University of North Carolina Greensboro is actively seeking qualified Vendors capable of furnishing and delivering Promotional Items, Branded Apparel, Merchandise, Awards and similar items on an as-needed basis, or as otherwise required by the various using departments of the University. These items may include but are not limited to:

- Screen printed and/or embroidered T-shirts, hats, and other items
- Writing instruments such as pens and pencils
- Lapel pins and pin back badges
- Tote bags
- Banners and signs
- Cups and mugs
- Stickers, decals and temporary tattoos
- Notepads, binders or sticky notes for promotional use
- Any tangible promotional item that can be imprinted with the college name, logos or marks
- Awards and plaques, engraved

Please note that the University maintains strict [requirements for Trademarks & Licensing](#). As such, any awarded vendor shall be expected to be [or become within 30 days] licensed through the University's Licensing Partner, The Collegiate Licensing Company (CLC). Similarly, all University-branded products shall adhere to the applicable [University Branding Guidelines](#). Failure to comply with these requirements may constitute a rejection of the proposal, or termination of the awarded contract. See sections below for additional information.

Please note that any award resulting this solicitation shall be a convenience contract, and the University makes no guarantee as to any minimum level of spend under the agreement. The intent of this solicitation is to award an Agency Specific Contract.

5.2 TRADEMARKS & LICENSING REQUIREMENTS

The University maintains strict [requirements for Trademarks & Licensing](#). In order to become an approved licensee of UNCG, awarded vendors shall be required to register with the Collegiate Licensing Company (CLC) within 30 days of award. Please note that registration in and of itself does not constitute an award under this Request for Proposals. Additional information regarding the application process and other licensing considerations may be found below:

CLC Application Process (visit <https://clc.com/home/get-licensed/> for more information)

- Create and Activate Your Account
- Submit Completed Online Application
 - *Note: If required as per the application, send product samples to the institution.*
- Remit Application Fee
- CLC Reviews Application
- If requested – Ship Quality Samples
- CLC Sends Application to Institution for Review
- Institution Provides Decision on Application
 - If the application is Approved:
 - Progress to Phase II
 - Obtain Commercial Insurance (\$1m+)
 - Disclose Supply Chain Manufacturers
 - If Required- Register with the Fair Labor Association
 - Order Hologram Labels / Hangtags
 - If the application is Disapproved: Process Ends – Application moves to Inactive
- Remit Payment for Advance Fees
- Sign CLC Licensing Agreement
- CLC License is Active – Submit Artwork for Approval and Manufacture Product

CLC Licensing Considerations

- Each institution utilizes its own decision-making process to determine how to grant licenses, but most review the application, the products they submit, marketing plans, and the ability of each applicant to add unique products or new retail distribution.
- Successful applicants typically demonstrate a proven track record in the following criteria:
 - A commitment and ability to invest in the collegiate segment of the market
 - Proven production and distribution capabilities
 - Dedicated staff to manage the day-to-day licensing process and supply chain compliance
 - A new or unique product or an incremental means of distribution
 - Investments in retail, consumer, digital media or print media marketing efforts
 - Established track record as a successful business
 - Existing relationships with collegiate-licensed product retailers
 - Internal infrastructure and systems to manage approval and royalty reporting processes.
 - Commitment to responsible sourcing and production of products throughout the supply chain
 - Complete contact information for persons at the university for which you have a confirmed/pending order (internal license only)
 - *Note: Several institutions have pre-existing exclusive agreements in certain product categories and distribution channels that preclude them from considering other vendors.*
- Fees
 - CLC requires an application fee that covers the up-front processing and review of each application. This fee varies based on the type of license and the number of institutions being pursued. The non-refundable application fee must be submitted with an application. The first-year administration fee is only required if an application is approved and a license is granted.
 - Internal Licenses: \$250 non-refundable application fee; \$125 for each additional school included in application
 - *Note: Additional institution-specific fees may apply.*
- Quality Sample Requirements
 - All Retail License applicants are required to submit at least one quality sample of each product on which they plan to apply collegiate logos once the application is submitted to CLC. A quality sample is simply a generic version of the product that you wish to have licensed so that CLC and the Institutions can review its quality and viability. Quality samples DO NOT need to include specific Institution logos, but they must include an example of your method of application (screen-print, embroidery, etc.). Depending on your Institution selection, applicants may be required to submit additional quality samples.
 - Send samples to: CLC, Attn: Applications, 1075 Peachtree Street, Suite 3300, Atlanta, GA 30309

5.3 UNIVERSITY BRANDING GUIDELINES

All University-branded products shall adhere to the applicable University Branding Guidelines. Please note that the University is undergoing a brand refinement process, and these guidelines may be subject to change. As such, prospective vendors are encouraged to stay apprised of any potential changes, and the University will make a concerted effort to communicate updates in a timely manner. A link to these guidelines is provided below for reference:

- [University Branding Guidelines](#)

Failure to comply with these requirements may constitute a termination of the awarded contract.

5.4 ORDERING INSTRUCTIONS

The University’s required process for procuring such products is by issuance of a purchase order, or University credit card (P-Card) given the following provisions are mutually agreed upon:

1. Vendor shall provide a written Quote upon request from an authorized University representative for any required or requested products.
2. Vendor shall not begin production or fulfillment of any verbal or emailed orders until having received a Purchase Order issued by the University’s Department of Procurement Services. In instances where a P-Card is to be used, a written quote is required before production may begin.
3. Where applicable, all invoices shall reference the associated Quote and Purchase Order numbers, along with detailed line-item information to allow the purchaser to verify quantity and pricing at the point of receipt.
4. Any order to be paid by credit card (P-Card) shall not exceed \$4,999.99 in total, without prior express written approval from the University’s Department of Procurement Services.
5. Payment shall not be issued without satisfactory delivery and confirmation of receipt.
6. The University makes no guarantee as to any minimum level of spend under this Contact.

5.5 UPDATES TO PRODUCT CATALOG AND ASSOCIATED PRICING

Throughout the lifecycle of the contract, the University anticipates variability in product offerings and associated pricing. As such, Vendor is requested to provide an updated product catalog on a periodic basis, as outlined by the annual schedule below. Catalogs shall not be updated more than twice per calendar year.

- Contract Award (Firm for 180 Days): On or about March 15, 2026
- Catalog Update # 1: On or about September 15, 2026
- Catalog Update # 2: On or about March 15, 2027
- Catalog Update # 3: On or about September 15, 2027
- Catalog Update # 4: On or about March 15, 2028
- Catalog Update # 5: On or about September 15, 2028

Note: Schedule is to remain consistent for each of the option years, as may be exercised.

Updated product catalogs are to be delivered to the University’s contract manager via email on or about the dates specified above. The Contract Manager shall update the contract record with the current catalog on this same schedule, and any associated pricing shall remain fixed for the then current term.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a Contract Manager and Customer Service point of contact. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

Contract Manager Point of Contact		Customer Service Point of Contact	
Name:		Name:	
Office Phone #:		Office Phone #:	
Mobile Phone #:		Mobile Phone #:	
Email:		Email:	

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.3 ACCEPTANCE OF GOODS

At a minimum, production and delivery of the Goods described herein, shall be conducted and completed in accordance with the Contract requirements as recognized and customarily accepted industry practices. Performance shall be considered complete when the Goods are approved as acceptable by the Contract Administrator.

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

6.4 INVOICES

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

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

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

6.5 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.

6.6 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for 180 days from the effective date of the Contract.

Catalog pricing updates shall be submitted in writing to the Contract Manager within the University's Department of Procurement Services, no more than twice per year. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

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

6.7 CONTRACT CHANGES

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

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRODUCT OFFERINGS & CATALOG PRICING

Within the proposal, Vendor shall submit a "Product Catalog" utilizing their preferred format for presentation. This catalog should be comprehensive, demonstrating the breadth of product offerings and proposed pricing for each item / category.

- Price differentiation based upon size, quantity thresholds, or other factors should be easily identifiable.
- If available, images of generic products are requested to be included within the catalog.
- The preferred file submission format should be PDF.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

<https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

<https://www.doa.nc.gov/documents/bidattachments/attachment-f-location-workers-utilized-vendor/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_09.2021.pdf

Failure to Return the Required Attachments May Eliminate Your Proposal from Consideration