

# UNIVERSITY OF NORTH CAROLINA GREENSBORO

Request for Quote #: 3394

EnMotion Paper Towels Convenience Contract – 24 (BRAND SPECIFIC)

Date Issued: Tuesday, January 30, 2024

Quote Due Date and Time: Tuesday, February 20, 2024 @ 2pm EST

Quote Opening Date and Time: Tuesday, February 20, 2024 @ 2:30pm EST via Microsoft Teams

Direct all inquiries concerning this RFQ to:

Jim Riedel

Senior Procurement Specialist

Email: jmriedel@uncg.edu

Phone: (336) 334-4462



## UNIVERSITY OF NORTH CAROLINA GREENSBORO

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33	394	

Request for Quote #

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

This page shall be filled out and returned with your Quote. Failure to do so shall be sufficient cause to reject your Quote.

Vendor Name
Vendor eVP #

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

Emailed responses to jmriedel@uncg.edu ONLY will be accepted for this solicitation.

Proposal opening via Microsoft Teams – see Section 2.6.



## **University of North Carolina Greensboro**

Refer ALL Inquiries regarding this RFQ to:	Request for Quote # 3394				
Jim Riedel	All information being presented as a response to this RFQ must be				
2 <sup>nd</sup> Floor, Room 203F	received ONLY via email to imriedel@uncg.edu no later than 2:00PM				
840 Neal Street	EST on February 20, 2024. All responses received with a date/time stamp				
Greensboro, NC 27403	of being after 2/20/2024 at 2:00pm EST will not be considered.				
336-334-4462					
jmriedel@uncg.edu	The quote opening will occur at 2:30pm EST on Tuesday, February 20,				
	2024 via Microsoft Teams.				
Using Agency: UNC Greensboro	Commodity No. and Description: 1411 Paper Products				
Requisition No.:					

#### **EXECUTION**

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

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:

Ver: 11/2023

PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:

FAX NUMBER:

VENDOR'S AUTHORIZED SIGNATURE:

DATE:

E-MAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of quote due date, unless otherwise stated here:

days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

QUOTE ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this

day of

day of

, 20
, as indicated

(Authorized Representative of UNC Greensboro)

on the attached certification, by \_

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## 1.0 PURPOSE AND BACKGROUND

UNC Greensboro is issuing this RFQ to obtain pricing and delivery information and to select a Vendor associated with a requirement for the indicated EnMotion Paper Towels as listed in Section 5.1. This RFQ is Brand Specific. The items offered in response to this solicitation shall be the manufacturer and type specified. Any contract resulting from award of this solicitation will be a convenience contract and the University makes no guarantee as to any minimum level of spend under the contract. Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

#### 1.1 CONTRACT TERM

The Contract shall have an initial term of **one (1)** year, beginning on the date of final Contract execution (the "Effective Date"). **The** *anticipated* **effective date is April 1, 2024.** 

At the end of the Contract's initial term, UNC Greensboro 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.** UNC Greensboro will give the Vendor written notice of its intent to exercise each option no later than ten (10) days before the end of the Contract's then-current term. In addition, UNC Greensboro reserves the right to extend a contract term after the last active term. Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

## 2.1 REQUEST FOR QUOTE DOCUMENT

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

## 2.2 E-PROCUREMENT FEE (Not Applicable)

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

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

## 2.3 NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS

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

If Vendors have questions or issues, or exceptions regarding any component within this RFQ, those must be submitted as questions in accordance with the instructions in the QUOTE QUESTIONS Section. If UNC Greensboro 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 RFQ addendum. UNC Greensboro 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 contact award.

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

UNC Greensboro may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFQ Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations 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 quote as nonresponsive.

#### 2.4 RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	UNCG	Tuesday, January 30, 2024
Hold Mandatory/Urged and Cautioned Pre-	UNCG	N/A
Quote Meeting via Microsoft Teams		
Submit Written Questions	Vendor	Wednesday, February 7, 2024, no later than 2pm EST
Provide Responses to Questions	UNCG	Tuesday, February 13, 2024
Submit Quotes via email to imriedel@uncg.edu	Vendor	Tuesday, February 20, 2024, no later than 2pm EST
Quote Opening via Microsoft Teams	UNCG	Tuesday, February 20, 2024 @ 2:30pm EST
Contract Award	UNCG	TBD
Contract Effective Date	UNCG	TBD

## 2.5 QUESTIONS ABOUT QUOTE

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

Written questions shall be e-mailed to **jmriedel@uncg.edu** by the date and time specified above. Vendors will enter "RFQ # 3394 Questions" as the subject for the email. Question submittals will include a reference to the applicable RFQ section and be submitted in a format shown below:

Reference	Vendor Question
RFQ Section, Page Number	Vendor question?

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

## 2.6 EMAILING QUOTE INSTRUCTIONS AND QUOTE OPENING MICROSOFT TEAMS INFORMATION

# Emailed responses to jmriedel@uncg.edu ONLY will be accepted for this solicitation.

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. Instructions: Quotes, subject to the conditions made a part hereof and the receipt requirements described below, shall be emailed to jmriedel@uncg.edu, for furnishing and delivering those items as described herein no later than 2pm EST on Tuesday, February 20, 2024. The subject line of the email should read: "RFQ 3394 – EnMotion Paper Towels (Brand Specific)-24 Response" with your Company Name. All responses received with a date/time stamp of being after February 20, 2024 at 2pm EST, according to the date and time on my computer, will not be accepted or evaluated. Vendors shall email one (1) un-redacted electronic copy of the completed and executed RFQ to the email address above.

Attempts to submit a quote via facsimile (FAX) machine or telephone, in response to this RFQ shall NOT be accepted.

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

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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.

Critical updated information may be included in Addenda to this RFQ. If any Addenda is issued, it will be sent via email from **jmriedel@uncg.edu**. It is important that all Vendors responding on this RFQ include any Addenda that may be issued prior to the quote opening date. All Vendors shall be deemed to have read and understood all information in this RFQ and all Addenda thereto.

# Microsoft Teams meeting

Join on your computer, mobile app or room device

Tuesday, February 20, 2024 @ 2:30pm EST

Click here to join the meeting

Meeting ID: 268 047 064 72

Passcode: MrowPy

Download Teams | Join on the web

Or call in (audio only)

+1 336-790-7381,,664271252# United States, Greensboro

Phone Conference ID: 664 271 252#

## 2.7 QUOTE CONTENTS

Vendors shall populate all attachments of this RFQ that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in UNC Greensboro rejecting Vendor's quote, in UNC Greensboro's sole discretion. Vendor RFQ responses shall include returning all pages, keeping the integrity of the original solicitation (i.e. keeping pages in original order). Any additional information the vendor would like to include in their bid should be included at the end of the completed bid document.

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

- a) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the RFQ in its entirety, including all links, and all Addenda released in conjunction with the RFQ; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Quote Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFQ.
- d) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- e) Vendor's Quote Response to include all pages of the IFB addressing all Specifications of this RFQ.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: REQUEST FOR TAXPAYER INFORMATION FORM
- j) Completed version of ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

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- k) Completed and signed version of ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION
- l) Completed and signed version of ATTACHMENT I: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- m) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

#### 2.8 ALTERNATE QUOTES

Unless provided otherwise in this RFQ, Vendor may submit alternate quotes for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate quotes must specifically identify the RFQ requirements and advantage(s) addressed by the alternate quote. Any alternate quote, in addition to the marking described above, must be clearly marked with the legend: "Alternate Quote # 3394 [for 'name of Vendor']". Each quote 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 quote. Each quote must be complete and independent of other quotes offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

## 3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS

#### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria UNC Greensboro 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 UNC Greensboro's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

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

If a Vendor selected for award is determined by UNC Greensboro to be a non-resident of North Carolina, all responsive bids 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 bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT I: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, UNC Greensboro will then determine whether any such bid 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.

UNC Greensboro reserves the right to waive any minor informality or technicality in quotes received.

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

#### 3.3 EVALUATION PROCESS

- a) Quotes are requested for the items as specified, or item(s) equivalent in design, function, and performance. UNC Greensboro reserves the right to reject any quote on the basis of fit, form and/or function, as well as cost.
- b) UNC Greensboro shall review the responses to this RFQ to confirm that they meet the specifications and requirements. UNC Greensboro reserves the right to waive any minor informality or technicality.
- c) For all responses that pass the initial review process, UNC Greensboro will review and assess the Vendors' pricing. UNC Greensboro may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that UNC Greensboro is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
- d) Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to UNC Greensboro.

Vendors are cautioned that this is a request for quote, not a request or an offer to contract, and UNC Greensboro 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 UNC Greensboro.

#### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

#### 3.5 INTERPRETATION OF TERMS AND PHRASES

This RFQ serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by UNC Greensboro; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether quotes should be evaluated or rejected, UNC Greensboro will take into consideration the

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degree to which Vendors have proposed or failed to propose solutions that will satisfy UNC Greensboro's needs as described in the RFQ. Except as specifically stated in the RFQ, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in UNC Greensboro exercising its discretion to reject a quote in its entirety.

## 4.0 REQUIREMENTS

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

#### 4.1 PRICING

Quote price shall constitute the total cost to UNC Greensboro for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFQ. Unit Price shall be no more than two (2) places to the right of the decimal. Whether the quantity is exact, estimated or a range, only one unit price per line item will be accepted. If more than one unit price is given per line item, vendor's response may be rejected. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

#### 4.2 PRODUCT IDENTIFICATION

#### **BRAND SPECIFIC**

Manufacturer(s) name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a quote from further consideration.

#### 4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within UNC Greensboro with all transportation costs and fees included in the total quote price.

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

#### 4.4 DELIVERY

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

UNC Greensboro Campus Supply Building 804 Oakland Ave. Greensboro, NC 27412

Attn: Ross Rick

Successful Vendor shall complete delivery no later than five (5) consecutive business days after receipt of purchase order. **Box/Shipping truck delivery is preferred.** 

<b>VENDOR: C</b>	an you me	eet the deadline o	f delivery no later	than five (5) co	nsecutive business	days after receip	t of purchase
order? YES	☐ NO						

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#### 4.5 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this RFQ. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its quote response. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of UNC Greensboro.

Vendor is the:	Manu	facturer	Dealer	Reseller	Distributor
Authorized: Yes	] No	Attached Mai	nufacturer's Auth	ority: 🗌 Yes	☐ No

#### 4.6 WARRANTY

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

#### 4.7 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFQ will serve to identify those Vendors that are minority owned or have a strategic plan to support UNC Greensboro'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.

#### 4.8 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. UNC Greensboro 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 quote. **References from UNC Greensboro will not be considered.** 

#### 4.9 VENDOR'S REPRESENTATIONS

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

## 4.10 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 H: CERTIFICATION OF FINANCIAL CONDITION. UNC Greensboro 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 UNC Greensboro within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

## **5.0 PRODUCT SPECIFICATIONS**

#### 5.1 SPECIFICATIONS

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

- This is a Brand Specific Requirement. The items offered in response to this solicitation must be the manufacturer and type specified.
- UNCG currently has Georgia Pacific, EnMotion automated touchless dispensers installed on the University Campus. The approximate quantity for each type of dispenser that is currently installed is provided in the table below for reference. New dispensers shall be included by the awarded vendor at no cost.:

Manufacturer Part #	<u>Description</u>	Existing Quantity Installed (Approx.)	
59460 & 59462	Paper Towel Dispenser, EnMotion (R), (1) Roll w/Stub Roll, Automatic	1090	
59466	Paper Towel Dispenser, EnMotion (R), Silver, (1) Roll, Automatic	82	

• Contractor to provide and deliver on an as-ordered basis Georgia Pacific EnMotion High-Capacity Roll Towels, in accordance with the table below and with Attachment A: Pricing Form

Manufacturer Part #	<u>Description</u>	<u>UOM</u>
89480 Manufacturer: Georgia Pacific EnMotion high-capacity roll towel, 10" Brown		Case
89430	Manufacturer: Georgia Pacific EnMotion high-capacity roll towel, 8" White	Case
89440	Manufacturer: Georgia Pacific EnMotion high-capacity roll towel, 8" Brown	Case

- The estimated annual spend for this requirement is between \$80,000 and \$90,000. This estimate includes Facilities Services and Housing and Residence Life's combined usage. Please note that this is an estimated dollar amount, and the University makes no guarantee as to a minimum level of spend under this contract.
- Normal orders will be 25 cases or more, with FOB Shipping to Greensboro, NC.
- Replacement dispensers and/or repair parts may be required during the contract period. Vendor will be
  responsible for providing parts or replacing defective dispensers at no charge. New or additional dispensers may
  also be required during the contract period. At the present time Georgia Pacific is providing the dispensers
  through the current vendor at no cost to UNCG. Any new placements are to be provided by the vendor at no
  charge.
- UNCG currently issues a Purchase Order to the current vendor for the quantity of dispensers needed, with the total
  cost of the Purchase Order listed as \$0.00. If UNCG needs additional dispensers a separate purchase order will be
  issued.

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- If during the contract period, Georgia Pacific no longer provides the dispensers at no charge or a deviated cost, the
  contractor awarded the consumable rolls will have preference in providing a cost for dispensers. However, UNCG
  reserves the right to purchase dispensers from another contractor if cost provided is not considered to be fair and
  reasonable.
- There will be two (2) separate Blanket Purchase Order issued for this requirement. One (1) PO will be issued for Facilities Services and one (1) for Housing and Residence Life. Each department maintains separate funds, so vendor must invoice according to the departments Purchase Order Number.

## 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 UNC Greensboro a contract manager. The contract manager shall be UNC Greensboro'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 UNC Greensboro for customer service. The customer service point of contact shall be UNC Greensboro'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 CONTINUOUS IMPROVEMENT

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

#### 6.3 ACCEPTANCE OF WORK

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

#### 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, NC Vendor ID Number, Customer Account Number, NC Contract Number, Order Date, Buyer's Purchase Order Number, Invoice Number, Invoice Date, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, Unit of Measure and total cost.

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

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

#### 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 UNC Greensboro's Contract Manager for resolution. Any claims by UNC Greensboro 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 PRODUCT RECALL

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

### 6.7 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for one (1) year from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both UNC Greensboro and Vendor in advance of any price increase going into effect. UNC Greensboro 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 UNC Greensboro 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.

#### 6.8 CONTRACT CHANGES

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

## 7.0 ATTACHMENTS

**NOTES:** 

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

## RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

Lina	Pusicat Passintian	Otro	Huita Daine
Line Item	Project Description	Qty	Unit Price
1	EnMotion high-capacity roll towel, 10" Brown Manufacturer: Georgia Pacific Item #: 89480	1 Case	\$
2	EnMotion high-capacity roll towel, 8" White Manufacturer: Georgia Pacific Item #: 89430	1 Case	\$
3	EnMotion high-capacity roll towel, 8" Brown Manufacturer: Georgia Pacific Item #: 89440	1 Case	\$
	TOTAL EXTENDE	ED PRICE: \$	
NDOR A	AGREEMENT REGARDING ENMOTION DISPENSERS	:	
	ng "Yes" below, the vendor agrees to provide new o	•	ent EnMotion dispensers and/or repair parts at no
es the	vendor agree to this requirement? YES NO	)	
heckin	g "No", please describe the cost for new or replace	ement dispe	ensers and/or repair parts below:
			<del></del>

The indicated pricing in the table on the previous page (or above) must include any and all actual and/or perceived shipping and delivery charges associated with the response to this RFQ.

UNCG is exempt from sales and/or use taxes on qualifying purchases. The UNCG Tax exempt number is 400004.

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#### ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

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

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

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

#### ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form HUB-Supplemental-Vendor-Information 9.2021.pdf

#### ATTACHMENT E: CUSTOMER REFERENCE FORM

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form Customer Reference Template 09.2021.pdf

#### ATTACHMENT F: REQUEST FOR TAXPAYER INFORMATION FORM

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

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

#### ATTACHMENT G: 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 H: 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

### ATTACHMENT I: 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 Response from Further Consideration \*\*\*