

STATE OF NORTH CAROLINA

Halifax Community College

Request for Proposal #: 100-2032025

Cafeteria Food Services

Date of Issue: February 3, 2025

Proposal Opening Date: February 24, 2025

At 2:00 PM ET

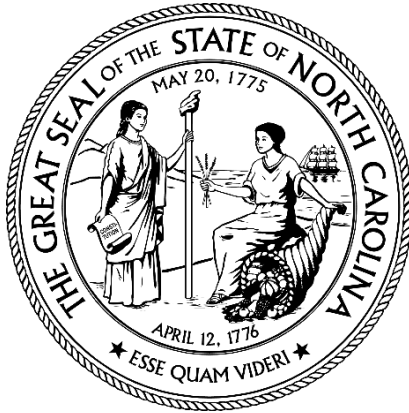
Direct all inquiries concerning this RFP to:

Barbara Jacobs

Accountant – Special Projects

Email: bbrown927@halifaxcc.edu

Phone: 252.536.7263



STATE OF NORTH CAROLINA

Request for Proposal # 100-2032025

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

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA

Division of Halifax Community College

Refer <u>ALL</u> Inquiries regarding this RFP to: Barbara Jacobs bbrown927@halifaxcc.edu 252.536.7263	Request for Proposal #: 100-2032025
	Proposals will be publicly opened: February 24, 2025 at 2:00 pm ET
Using Agency: Halifax Community College	Commodity No. and Description: 962-19 Cafeteria and Restaurant Services
Requisition No.: N/A	

EXECUTION

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

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

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

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

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

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

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

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

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

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

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

Vendor: _____

VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:
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VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Halifax Community College)

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1.0 PURPOSE AND BACKGROUND

Halifax Community College (HCC) was established in 1957. Serves Halifax County and the western portion of Northampton County. The campus is located in Weldon, NC. (Halifax County). HCC is a two-year open door institution, offering both degree and non-degree programs. HCC serves a diverse body of students varying in age, ethnicity, academic preparedness and ambitions. HCC employs almost 120 full time faculty and staff along with approximately 1,000 curriculum students and 2,000 continuing education students. HCC provides an excellent combination of transfer, business and technical programs, plus non-credit continuing education opportunities.

Halifax Community College (HCC) is requesting Vendors to submit proposals for cafeteria services for the HCC campus located in the 300 Building. The Vendor will provide food service (operating the College's Café) to the students, faculty, staff, and guests of the College. The Vendor shall provide all the management, food service personnel, office supplies, office equipment such as a cash register, materials, technical support, training, systems, and effort necessary for the management of food services at a level of quality acceptable to the College.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of 1 year, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to 2 additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 90 days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

2.4 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	State	February 3, 2025
Hold Pre-Proposal Meeting/Site Visit	State	February 12, 2025 at 3:30 p.m. ET
Submit Written Questions	Vendor	February 13, 2025 by 5 p.m. ET
Provide Response to Questions	State	February 17, 2025 by 5 p.m. ET
Submit Proposals	Vendor	February 24, 2025 by 2 p.m. ET
Contract Award	State	March 5, 2025

2.5 SITE VISIT or PRE-PROPOSAL CONFERENCE

Mandatory Site Visit

Date: 2/12/2025
 Time: 3:30 PM Eastern Time
 Location: Receptionist Area - Phillip W. Taylor Complex (100 Building)
 100 College Drive
 Weldon, NC, 27890
 Contact #: 252.536.7263

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

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

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

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

2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to bbrown927@halifaxcc.edu by the date and time specified above. Vendors should enter "RFP # 100-2032025: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

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

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

By Mail

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
<p>PROPOSAL NUMBER: 100-2032025</p> <p>Barbara Jacobs</p> <p>Halifax Community College</p> <p>Accountant Special-Projects</p> <p>P.O. Drawer 809</p> <p>100 College Drive</p> <p>Weldon, NC 27890</p> <p>bbrown927@halifaxcc.edu</p>	<p>PROPOSAL NUMBER: 100-2032025</p> <p>Barbara Jacobs</p> <p>Halifax Community College</p> <p>Accountant Special-Projects</p> <p>100 College Drive</p> <p>Weldon, NC 27890</p> <p>bbrown927@halifaxcc.edu</p>

CAUTION: For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, or email in response to this RFP shall NOT be accepted.**

- a) Submit a **signed, original executed** proposal response, 1 of photocopies, 1 un-redacted copies on CD, DVD or flash drive and, if required, 1 redacted (Proprietary and Confidential Information Excluded) copies on CD, DVD or flash drive of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) Copies of proposal files must be provided on separate read-only CD's, DVD's or flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Volume One must contain the entire Technical and Cost Proposal including any proprietary information and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Volume One - Technical and Cost Proposal Non-Redacted."

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.

The following label must be affixed to the file: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “Volume Three Technical and Cost Proposal– Redacted Copy”.

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

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

2.8 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 proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor’s Proposal addressing all Specifications of this RFP.
- 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 and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 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 #_”. Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

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

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

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

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

3.4 EVALUATION CRITERIA

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

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:

Evaluation Criteria	PTS
Technical Approach	
<ul style="list-style-type: none"> Food Service Program 5.2 Project Organization 5.4 	15 10
Total Possible Points	25
Vendor Experience	
<ul style="list-style-type: none"> Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. References 	10 10 5
Total Possible Points	25
Pricing (Attachment A)	
<ul style="list-style-type: none"> Menu, product line and pricing. Nutritional Quality Provided any combo packages (excluding beverages). 	10 10 5
Total Possible Points	25
Food Service Commission (Attachment A)	25

3.5 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 to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

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

4.2 FINANCIAL STABILITY

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

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

4.3 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.

4.4 VENDOR EXPERIENCE

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

4.5 REFERENCES

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

4.6 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

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

4.7 PERSONNEL

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

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

4.8 VENDOR'S REPRESENTATIONS

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

facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 VENDOR'S RESPONSIBILITIES

- 1) Operate a food service to provide lunches. Breakfast and dinner meals will be offered if demand exists and the College agrees to such service in writing.
- 2) The Vendor shall be responsible for purchasing all food to be provided to clients.
- 3) The Vendor shall be responsible for the purchase of any non-food items and will be required to obtain their own vendor account based on the Vendor's credit terms. The Vendor shall be responsible for all phases of cafeteria services, quality control, inventory control, and human resources management (hiring, training, development, dismissal, etc.). The Vendor shall ensure that the kitchen and food preparation areas are clean, modern, and appealing to customers.
- 4) The Vendor must collect funds from all clients. The Vendor must provide cash to the Business Office. The Business Office will document the receipt of funds from the Vendor in the College's accounting system. The Vendor is responsible to provide their own cash register and/or any equipment needed to collect funds from clients.
- 5) The Vendor shall remit a monthly sales report and the applicable commission, to the Business Office, by the 15th of the following month. The report will detail gross sales for the period and the computation of the commission to be paid to Halifax Community College as stated in the proposal, Attachment A: Pricing. Commissions received after the 15th are subject to a 5% late filing penalty. Late filing for two (2) consecutive months or for three (3) months within any 12-month period is deemed sufficient grounds to terminate the contract. The Vendor will provide the College with copies of all required sales tax reports. A report detailing the gross receipts and sales taxes for the month in a form acceptable to the College shall accompany this payment. The payment is to be made at the Cashier's Office.
- 6) The Vendor is responsible for immediately notifying the Chief Financial Officer of any repairs and maintenance that need to be made to the facility, including for the continued high quality service of food services.
- 7) The Vendor will provide those background checks described in Section 4.6 Background Checks for each employee who will work on the HCC campus in completion of this RFP before they start working for the Vendor. This responsibility exists for the Vendor for the duration of the contractual agreement.
- 8) The Vendor will operate during the hours of: Monday-Friday 10:00 a.m.-2:00 p.m. with breakfast and evening hours as needed and agreed to by both parties in writing. The Vendor will follow the campus schedule for holidays and other closings. The Vendor is able in this proposal to recommend another operating schedule for the cafeteria.
- 9) The Vendor may submit quotes for all College-related catering events.
- 10) The Vendor will incur all costs of additional equipment, supplies, materials, food products and taxes for the food service operation.
- 11) The Vendor will hire, train, and compensate all employees and comply with the federal minimum wage and employment guidelines, federal and state payroll and unemployment tax requirements and provide workers compensation insurance on all Food Service employees.
- 12) The Vendor will carry general and professional liability insurance with the limits of \$1,000,000 per claim with an aggregate of \$2,000,000 and list the College as "additionally insured" on the policy and provide a copy of the policy to the College to cover the full period of the agreement or as otherwise agreed in writing by the College.

4.10 STANDARDS OF OPERATION

- 1) The Vendor shall provide quality service to students, faculty, staff, and guests through efficient and effective operations and nutritious and appealing food. The Vendor shall provide the College with standards of operation, management, and support services to provide the best quality available products and services. The Vendor shall maintain professional appearance and conduct by all cafeteria and catering services (when approved) at a high level along with providing substantive and ongoing operational, customer satisfaction, and safe food handling training to all employees.
- 2) The Vendor shall incur all costs of licensing and inspection of the food service operation. The Vendor agrees to keep the food service area and eating area clean and sustain the costs of maintaining at all times a sanitation grade of "A". Should

the sanitation grade fall below grade "A", the Vendor shall immediately upon notice of such information, cease providing food until the grade is returned to grade "A". If the sanitation grade falls below "A" more than once in a twelve-month period or remains below "A" for more than 3 days, the College reserves the right to terminate this agreement

- 3) The Vendor shall maintain excellent communication with the Chief Financial Officer.
- 4) All communications and files shall be maintained by the Vendor in an organized manner.
- 5) The Vendor shall demonstrate environmental and energy awareness and responsibility by minimizing waste in any form. The Vendor shall adhere to federal, state and College recycling guidelines.
- 6) The Vendor shall maintain an attractive appearance and excellent sanitation of the College's food service facility, areas and equipment, to meet or exceed all applicable North Carolina Department of Environment and Natural Resources, Division of Environmental Health and other state and local agency standards and requirements. See standards and requirements for "Rules Governing Food Protection and Sanitation of Food Establishments" at:
<http://ehs.ncpublichealth.com/rules.htm>
- 7) The relationship of the Vendor to the College shall be that of an independent contractor. The College shall have no direct supervision of employees of the Vendor and any communication of employee matters shall be through the designated representatives of the Vendor and the College. The Vendor shall operate as a separate entity and maintain a good credit rating.
- 8) Tobacco-free Workplace—Halifax Community College prohibits the use of all tobacco products by faculty, staff, students, visitors and contractors. All employees of the Vendor are to be notified of and expected to comply with this policy.
- 9) Submit in writing to the Chief Financial Officer of the College the identity and contact information of the manager or managers that will be on site continuously during all operating hours of the Food Service.
- 10) The Vendor agrees to serve all products, including all food, to a wholesome and fine quality manner. The Vendor agrees to not produce any noxious odors or unsanitary conditions in the operation of this service. The Vendor agrees that no unlawful activity shall be allowed or carried out by the Vendor.
- 11) The Vendor may provide reasonable promotions of the cafeteria food service with advertisements posted on campus bulletin boards at the Vendor's expense. Also, the College will allow messages to be displayed on the electronic message board at the campus entrance.

4.11 WORK SPACE

- 12) The Vendor shall not utilize College space other than the space assigned to the Vendor without the College's advance written approval. The Vendor agrees to use the premises only for operation of the Food Services. The campus and equipment for food service preparation and sales cannot be used for any other activities that the Vendor may provide to any other client besides Halifax Community College. No kitchen on campus can be used for food preparation and/or cooking which does not provide benefit to Halifax Community College.
- 13) The Vendor must exercise extreme care in the use of the facilities and shall be responsible for any damages caused to the premises by any agents or employees of the Vendor. The Vendor shall not make any alterations, additions, roof penetrations, or improvements to the premises nor install any equipment, other than portable equipment, without the express written consent of the Chief Financial Officer. Following the expiration or termination of the agreement, the Vendor must leave the premises in the same condition as now exists with reasonable wear and tear excepted.
- 14) All proposed capital improvements must be submitted to and approved in writing by the College. Capital improvements are at the vendor's expense, unless otherwise agreed to in writing by the College. Any capital improvements can only be removed if the area is repaired, returned to original condition, and approved by the College as original condition; otherwise, any additional installations shall become the property of Halifax Community College.
- 15) The College will provide, as part of the contract, the reasonable quantities of:
 - a. Electricity
 - b. Existing light fixtures
 - c. HVAC for adequate heating and air conditioning

- d. Water
- e. Natural gas

- 16) The College provides Security for the overall campus on a daily and nightly basis. Vendor assumes responsibility for the maintenance of the Vendor's equipment in totality. The College is not responsible for damages occurred on campus of any assets of the Vendor due to theft or other damage on campus.
- 17) The College agrees to provide the Vendor with tables and chairs for a minimum of 60 patrons at the cafeteria in the 300 Building.
- 18) The College grants the Vendor reasonable use of equipment in the cafeteria kitchen and in the kitchen in the Dr. Ervin V. Griffin Jr. Centre for preparing and selling food products.
- 19) The Vendor's employees, while on the College premises, shall comply with the rules and regulations promulgated by the College for the safe, orderly, and efficient conduct of all activities being carried on.

4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION

The selected Vendor will be required to maintain and furnish satisfactory evidence of the following:

1. *Workers' Compensation Insurance.* The Vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the Vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of North Carolina, including Coverage B, Employer's Liability, at limits not less than \$100,000 bodily injury by disease per employee; \$500,000 bodily injury by disease aggregate; and \$100,000 bodily injury by accident.
2. *Commercial General Liability:* The Vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amount will be: \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

HCC reserves the right to immediately terminate the contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be available for inspection by HCC and copies of policies must be submitted to HCC's authorized representative upon written request.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Halifax Community College is seeking a Vendor to provide cafeteria food services. The Vendor shall provide all the management, office supplies, office equipment, materials, technical support, training, systems, and effort necessary for the management of food services at a level of quality acceptable to the College. The food services operations of the Vendor shall be confined to the space designated in the vicinity of the student lounge area of Building 300 and the small food preparation space adjacent the Gallery in the Dr. Ervin V. Griffin Jr. Centre.

During the term of contract, there is a possibility that the enrollment may be increased or decreased. Should either event occur during the term of contract both parties, the successful Vendor and the State, may negotiate for an amendment of this contract to provide for the increase or decrease in services required as the written agreement of both Halifax Community College and the Vendor for cafeteria food services.

The Vendor agrees to provide their services without discriminating against any person because of race, color, ethnicity, gender, age, socio-economic status, national origin, disability, or religion.

The College grants the Vendor the right to prepare and sell food products on the College's premises, including catering events when approved.

The College agrees to notify the Vendor in writing of any claim that may involve liability for the Vendor. In the event that any legal actions are taken, copies of all papers in connection with such action shall be promptly forwarded to the Vendor.

Current EQUIPMENT LIST

300 Building

- Ice Machine
- Oven/Grill/Stove top
- Coffee Maker
- Food Warmer and Display
- Refrigerator Display Case
- 2 Refrigerators
- 2 Deep Fryers
- Freezer
- 5 Food Warmers
- Sandwich Unit

5.2 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, and/or outline form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

On-Campus Catering:

- On-campus events hosted by the College:
- The College will host, from time to time events that require the services of a caterer. The vendor will have the ability to submit quotes for these events.

Food Service Program:

This portion of your proposal must include the following:

- Current and proposed menus
- Discounts provided to Staff and Faculty
- Sponsorship Opportunities
- Advertising / marketing plans
- Charitable Events
- Any other pertinent elements necessary to affect an operationally and financially efficient food service program.
- Specialized Equipment not provided by HCC.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. HCC has no preconceived ideas as to how a food service company will be structured to meet its operational objectives and financial goal of a profit and loss contract. Therefore, this section should be dedicated to as detailed a description as necessary to convince all concerned that your company has the human and program related resources necessary to achieve the above stated goals. This portion of the proposal response should address, but not be limited to, the following subjects:

- Number of persons to be assigned on a full or part time basis
- Management coverage in terms of day and hours

- Communication process and responsiveness to HCC community needs
- Area/district organization structure in support of HCC'S food service program

In addition, the proposing vendor must provide a brief company/corporate history (to include any subcontractors) along with the following information relative to its operational and financial background:

- A list of all comparable type and size food services contracts along with a general revenue estimate, (example: annual sales high, medium, low six figures) approximate number of people served on a daily, and the name/contact information (e-mail and telephone) for the person(s) most knowledgeable about your performance.
- In the event the proposing vendor has not had a food service contract with other businesses, please provide us with your food service experience and the name/contact information (e-mail and telephone) for the person(s) most knowledgeable about your performance.
- A statement of net worth signed by a certified public accountant that validates the financial strength of your company, or the most recent audited annual financial statement and federal tax returns for the past two years.

A list of all lost comparable accounts over the past three years along with the reason(s) for losing the account and the same contact information.

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. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 PERIODIC *MONTHLY* STATUS REPORTS

Commission amounts must be submitted with supporting documentation of sales monthly.

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.

6.9 CONTRACT CHANGES

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

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****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

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

Food Services Products to be provided (Attach additional pages if needed)

List Proposed Cafeteria Menu (Include Combo Packages excluding beverages)	Recommended Food Services Price
Total Proposed Commission %	

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>

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

<https://www.doa.nc.gov/pc-formnorth-carolina-general-terms-and-conditions112021pdf/open>

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/form-hub-supplemental-vendor-information-9-2021/download>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:
<https://www.doa.nc.gov/pc-formcustomerreferencetemplate092021-attachment-epdf/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/form-certification-financial-condition-09-2021/download>

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