



STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposal #: 66-24033 SB

Student Union ATM Service

Date of Issue: Wednesday, November 1, 2023

Proposal Due Date: Tuesday, November 21, 2023

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Scott Brechtel

Director of Materials Management

Email: sjbrecht@charlotte.edu



UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposal #

66-24033 SB

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

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA University of North Carolina at Charlotte

Refer **ALL** Inquiries regarding this RFP to:
Scott Brechtel
sjbrecht@charlotte.edu

Request for Proposal #: 66-24033 SB

Proposals will be received until:
Tuesday, November 21, 2023 @ 2:00 PM ET

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 CANNOT and will NOT be accepted.

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

Proposal Number: 66-24033 SB

Vendor: _____

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 2023, as indicated on

The attached certification, by _____.

(Authorized Representative of UNC Charlotte)

Contents

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM	5
2.0	GENERAL INFORMATION.....	5
2.1	REQUEST FOR PROPOSAL DOCUMENT	5
2.2	E-PROCUREMENT	5
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	5
2.4	RFP SCHEDULE	6
2.5	RESERVED	6
2.6	PROPOSAL QUESTIONS	6
2.7	PROPOSAL SUBMITTAL	6
2.8	PROPOSAL CONTENTS	7
2.9	ALTERNATE PROPOSALS	7
2.10	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....	8
3.1	METHOD OF AWARD	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	8
3.3	PROPOSAL EVALUATION PROCESS.....	8
3.4	EVALUATION CRITERIA	9
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	10
3.6	INTERPRETATION OF TERMS AND PHRASES.....	10
4.0	REQUIREMENTS	10
4.1	FINANCIAL PROPOSAL.....	10
4.2	RESERVED	11
4.3	FINANCIAL STABILITY	11
4.4	HUB PARTICIPATION	11
4.5	VENDOR EXPERIENCE.....	11
4.6	REFERENCES	11
4.7	BACKGROUND CHECKS.....	11
4.8	PERSONNEL.....	11
4.9	VENDOR'S REPRESENTATIONS	12
4.10	RESERVED	12
4.11	AGENCY INSURANCE REQUIREMENTS MODIFICATION	12
5.0	SPECIFICATIONS AND SCOPE OF WORK	12

5.1	GENERAL	12
5.2	FUNCTIONAL TASKS.....	13
5.3	PROJECT TASKS	15
5.4	RESERVED	16
5.5	RESERVED	16
5.6	CERTIFICATION AND SAFETY LABELS.....	16
6.0	CONTRACT ADMINISTRATION.....	16
6.1	16CONTRACT MANAGER AND CUSTOMER SERVICE	16
6.2	POST AWARD PROJECT REVIEW MEETINGS	17
6.3	CONTINUOUS IMPROVEMENT	17
6.4	RESERVED.....	17
6.5	RESERVED.....	17
6.6	RESERVED.....	17
6.7	TRANSITION ASSISTANCE	17
6.8	DISPUTE RESOLUTION.....	17
6.9	CONTRACT CHANGES.....	18
7.0	ATTACHMENTS	19
	ATTACHMENT A: FINANCIAL PROPOSAL	19
	ATTACHMENT B: INSTRUCTIONS TO VENDORS	19
	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS.....	19
	ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION	19
	ATTACHMENT E: CUSTOMER REFERENCE FORM	19
	ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR	19
	ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION	19

1.0 PURPOSE AND BACKGROUND

The University of North Carolina at Charlotte was established in 1965 by the North Carolina General Assembly which transformed Charlotte College, with beginnings in 1946, into a campus of The University of North Carolina. It is organized into the following seven colleges: College of Arts & Architecture, College of Liberal Arts & Sciences, College of Business, College of Education, College of Engineering, College of Health and Human Services, and the College of Computing and Informatics. It offers a broad array of degree programs at the undergraduate, graduate, and doctoral levels and also in graduate certificate programs

Enrollment is approximately 30,000 with 19 percent of the students pursuing graduate degrees. The University is expected to experience continued growth for the foreseeable future.

The University invites prospective contractors to submit proposals to install, maintain, and operate an ATM in the space provided in the Popp Martin Student Union building located on the main campus of UNC Charlotte. The ATM will be accessible to all students, faculty, staff and visitors on campus; this solicitation is for one (1) stand-alone unit to be placed in the Student Union.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on January 1, 2024.

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 one (1) additional three-year term. The State will give the Vendor written notice of its intent to exercise each option 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

ATTENTION: NC E-Procurement does NOT apply to this solicitation and the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions does NOT apply.

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	Wednesday, November 1, 2023
Submit Written Questions	Vendor	Wednesday, November 8, 2023
Provide Response to Questions	State	Friday, November 10, 2023
Submit Proposals	Vendor	Tuesday, November 21, 2023 by 2:00 PM ET
Contract Award	State	TBD

2.5 RESERVED

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 sjbrecht@charlotte.edu by the date and time specified above. Vendors should enter "RFP #66-24033 SB: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

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. Vendor shall bear the risk of late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received via the eVP as described in this RFP by the specified time and date of opening. The date and time of receipt will be electronically time stamped by the system when received. Any proposal or portion thereof received or attempted to be submitted after the proposal submission deadline will be rejected.

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

Attempts to submit a proposal via mail, courier, facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.

This will be a One-Step proposal process:

Vendor's proposal may contain both the Technical and Financial Proposal (ATTACHMENT A) submitted for evaluation in a single file.

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

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

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:

- 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; (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments; and (iv) contact information for Vendor's representative responsible for this RFP.
- b) Completed and signed version of all EXECUTION PAGES, and completed version of any pages requiring vendor input.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: FINANCIAL PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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 # ____ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a

separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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 to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more portions, to not award one or more portions 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 accessed via the eVP and all offers (except those that have been previously withdrawn, or voided bids) will be noted. Since 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 noted at the time of opening. Interested parties are cautioned that proposals and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's final position.

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

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

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

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:

- | | |
|--|------------|
| 1. <u>Executive Summary/Experience/References</u> | 15% |
| <ul style="list-style-type: none"> • Years in business including mergers/acquisitions • Size of organization detailing resources available • Resume of proposed principal project manager • Overview of company experience with relevant projects and related work including a description of three (3) similar projects (University or business of comparable size and complexity) successfully completed • Responses received from provided references | |
| 2. <u>Customer and market share. ATM operations. and local branch information</u> | 15% |
| 3. <u>Project Organization and Services</u> | 30% |
| <ul style="list-style-type: none"> • Detailed organizational plan, including timeline for meeting all requirements involved with the scope of this project. • Maintenance and servicing plan • Quality and features of equipment and services provided and/or options offered | |
| 4. <u>Fee Proposal</u> | 40% |
| <ul style="list-style-type: none"> • The monthly fee paid to the University • User fees charged to customers and non-customers | |

The State will determine the best financial offer by normalizing the scores as follows:

The proposal with the best offer will receive a score of XX. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$\frac{\text{Financial Proposal Points Available (XX)}}{\text{Financial proposal being evaluated}} \times \text{Best financial proposal}$$

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change 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 FINANCIAL PROPOSAL

The monthly fee paid to the University for the Student Union ATM shall be included in this proposal. Although the Vendor will provide a monthly fee for the ATM in the financial offer, the University reserves the right to negotiate with the successful Vendor to establish the final monthly fee. A five percent (5%) annual fee increase effective on the anniversary date is to be applied for each of the two succeeding years of the initial term for the ATM contract awarded. **Label the Financial Proposal as ATTACHMENT A.**

The monthly rates and any other financial considerations or enhancements offered are to be summarized in the Financial Proposal. The Contractor understands that UNC Charlotte may at its sole discretion chose that option which is determined to

best meet the needs of the University. Contractor may offer other considerations and enhancements as part of their offer, but the associated dollar value of any items offered must be indicated. Contractor should list any additional services, discounts, enhancements or financial considerations offered. Any enhancements offered must be accompanied by a specific dollar value. Detailed description should be included within the proposal.

4.2 RESERVED

4.3 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.

4.4 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.

4.5 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.

4.6 REFERENCES

Vendor shall provide 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.

4.7 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.8 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.

4.9 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.

4.10 RESERVED

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The University is seeking a Vendor to install, maintain, and operate an ATM in the space provided in the **Popp Martin Student Union**. This unit shall be a stand-alone, cash dispensing unit. There is currently an ATM in the space that is being offered, and that agreement will expire on 12/31/23. Our goal is to obtain an ATM provider with as little lapse in service as possible.

It is the intent of The University to award this contract within 30 days after receipt of proposals. Installation of the ATM shall be completed within 30 - 45 days from receipt of contract award. If this is not possible the offeror should provide in their proposal the timeline in which installation of their equipment can be completed.

Maps of the campus and specific location of the Student Union are available at the following University web link: <https://maps.charlotte.edu/> and made a part of these specifications. This stand-alone ATM shall be designed to provide 24 hour service, but the normal hours of accessibility to users are consistent with the building hours <https://studentunion.charlotte.edu/visit/hours>, 7AM to 12AM Monday through Friday, and 9 AM to 12AM on Saturday and Sunday (subject to summer, seasonal, and holiday schedules).

5.2 FUNCTIONAL TASKS

Stand-alone ATM must be new or like new, compact, not affixed, and measure approximately two feet (2') wide by four feet (4') deep by six feet (6') tall; used equipment is acceptable. If the Offeror's equipment exceeds these dimensions, the offeror must provide their equipment dimensions with their proposal. These dimensions shall be inclusive of any surround for marketing purposes; all stand-alone equipment must fit space provided both structurally and aesthetically. Offerors should be aware that due to Department of Insurance guidelines for hallway, foyer, and other egress dimensions, equipment size will be considered by the University in the review process. Equipment must provide required clearances and must also have appropriate security alarms. These units will remain the property of contractor at all times and shall not be construed as a fixture. Drawings must be supplied for any and all models of ATMs offered in your proposal, along with a specification sheet identifying all environmental and utility requirements for installation.

The contractor shall have the obligation, upon termination of agreement, to remove the stand-alone ATM placed on University premises within fifteen (15) days of termination. ATM provider shall at its sole expense, repair any damage to the premises caused by such removal. Upon termination of any agreement arising from this RFP process, the provider of ATM services shall vacate the premises and deliver the premises to the University in the same condition that the premises are in at the time of installation of equipment or subsequent improvements, alterations or additions, reasonable wear and tear accepted. The ATM shall not be bolted to the ground

To facilitate the ATM installations, the University will provide:

- 110V electrical circuit including the related electricity utilization.
- Janitorial service as is necessary to keep the areas adjacent to the ATM in a clean and orderly condition.
- Normal and customary security of the areas adjacent to the ATM in keeping with campus wide security services.

Upon termination of any contract arising from this RFP and/or removal of the ATM, all conduit and electrical lines which serve the ATM will remain the property of the University. The University assumes no responsibility for security precautions or measures with respect to the ATM and will in no way be responsible for any loss, or damage to, or contents of same, except loss occasioned by negligence or willful act of the University or the University's agents, employees, and servants while serving within the scope of their employment. A student of UNC Charlotte does not constitute an agent, employee, or servant of the University.

1. Contractor performance requirements:

- Contractor is solely responsible for the oversight of the installation, consistent maintenance, and modernization of the specified equipment and all related expenses of such activities.
- Place on the University premises, such equipment, furnishings, trade fixtures, and other personal property necessary to provide mutually agreed upon services.
- Contractor is the sole owner or lessee of the ATM and related equipment, and shall be in sole control of the nature and scope of the operation of the ATM.
- Have the approval of all applicable federal, state, and local regulatory agencies governing or providing oversight to banking transactions, and may be required to obtain additional regulatory approvals as deemed necessary by the University.
- Adhere to prevailing merchandising and advertising policies of the University.

2. ATM equipment will offer at least the following minimum banking services:

- Withdrawals and access to a minimum of three (3) major national networks (such as "Relay," "Plus," "Honor," "Interlink") of the major North Carolina Banks.
- Security camera with video accessible to University police personnel for resolution of issues as they arise with information as to web addressable IP capability of camera.
- Dispense money in \$10 and \$20 increments.
- Cash advances from either debit or credit cards.
- Account balance inquiries.

3. Contractor will at its sole cost and expense provide installation of:

- Internal security measures to safeguard ATM transactions electronic means of determining the functionality of

the ATM.

- The ATM must operate and communicate via cellular or wireless signal only.

4. Vendors shall submit proposals which include ATM utilization fee structure.

5. Contractor, its employees, independent contractors, and agents shall have access during normal business hours for the stand-alone ATM for the purpose of installing, maintaining, servicing, operating, and removing the ATM. The contractor must have the capacity to service the ATM with sufficient frequency so that currency is not depleted, thereby shutting down the ATM. Use of armored car carriers, or other providers, which would carry weapons onto the UNC Charlotte campus must meet NC state statutes and be approved in advance by UNC Charlotte per NC Session Law 2007-427. Armored car service companies with whom the Contractor may contract must be licensed and operate in full compliance with the Protective Services Act (NC State Statute 74 C). Contractors will be required to certify that the armored car service companies with whom the Contractor may contract fully comply with all NC statutes governing weapons on campus, and provide the same certification from the contracted armored car service company.

6. Contractor and the University will mutually agree upon the appearance, location, and all other features and characteristics of the lines, facilities, and equipment serving the ATM.

7. If University premises are destroyed or damaged by wind, fire, smoke, rain, or other casualty or vandalism, the University and financial institution providing ATM equipment shall cooperate to rebuild or repair the premises to a condition substantially equivalent to the condition thereof at the time of such destruction or damage. The cost of such rebuilding or repairing shall, to the extent that the same represents the cost of providing facilities substantially equivalent to the premises as of the commencement date of an agreement or lease, be paid by the University. The remainder of the cost of such rebuilding, repairing, or equipment replacement shall be paid by the ATM provider.

If the premises are destroyed by wind, fire, smoke, rain, or other casualty or vandalism or damaged by same to such an extent as to render impossible the use of same by the financial institution, University and financial institution shall each have the option to terminate the agreement by giving written notice within ten (10) days of such destruction or damage.

No claim for damages may be made by either party as a result of interruption to the provision of the ATM provider's services resulting from civil or student unrest, disobedience, strike, or sabotage, or other "acts of God," but both parties will employ diligent efforts to repair and resume services as quickly as possible.

It is understood that no claim will be made by the contractor in the event that the University decides to temporarily suspend and close services due to the aforementioned style of disorder. It shall also be agreed the University has no responsibility for a utilities or mechanical breakdown which could cause a disruption or suspension of the ATM provider's services, but University agrees that it will use all reasonable efforts at its command to repair such a breakdown in order to make possible a resumption of services as expeditiously as possible.

8. Proof of the required insurance must be provided within ten (10) days of notice of contract award.

9. Subject to University approval of the ATM, the contractor may place signs and other normal business logos on the ATM only. All such signs or other logos placed on the premises will need to be pre-approved by the University prior to installation. All such materials will be deemed to be the personal property of the contractor and may be removed upon termination of the contract. The contractor will be responsible for any costs associated with installation and/or removal of related signage. The contractor shall provide the University with a high-quality electronic version of their logo for inclusion on University webpages and print and marketing materials.

10. Either the University or the selected contractor may terminate the contract with a minimum of sixty (60) days' written notice.

11. If the University adds new services to the Student Union, experiences renovations, or receives recommendations from the University's Office of Accessibility, the University retains the right to have the contractor move the ATM to an accessible location in the building, no more than once per calendar year, at no extra cost to the University and without being in violation of the original agreement.

12. Awarded contractor must make arrangements for parking through the Parking Services. Fees for permitting and violations are the responsibility of the awarded contractor(s).
13. The University will make the assignment of the specific space to the successful offeror.
14. Proposals must demonstrate a minimum of five (5) years' experience in supplying the required service to facilities similar in size and scope as those required herein. The University reserves the right to use reference checks in its evaluation of proposals. It is the contractor's responsibility to provide valid reference information.
15. Installation must be completed within thirty to forty-five (30-45) days from receipt of contract award notification.
16. Quarterly, Contractors will report on transaction unit (not \$) volumes, service calls and resolution time by month.

5.3 PROJECT TASKS

1. A detailed Work Plan that includes, but is not limited to, a list of major project milestones, timelines, resources required (both by the Vendor and the University), documentation, and project management methodology for stand-alone ATM installation
2. Contractors shall include the following service related information in their proposal:
 - City/branch providing equipment service
 - Service provider and schedule for routine replenishment
 - Procedures for maintenance
 - Standard service response time
 - Service contact name for standard maintenance
 - Service contact name for emergency maintenance
 - Contact name for customer service issues
 - Contact information for account representative
 - Description of escalation process for customer service issues
 - Website or other pertinent points of contact and reference
3. References that include contact information (names, titles, phone numbers and email addresses) for three (3) clients where the Vendor has performed similar work. Reference projects should closely reflect this project in scope; higher education references are preferred, but not required.
4. Documentation (final reports, recommendations, findings, etc.) from previously completed successful projects similar in size and scope. This may include letters from contractors and clients indicating successful installation completion.
5. Contractor must provide in its proposal:
 - Distance from campus and location of Contractor's two closest branch operations
 - Distance from campus and location of Contractor's two closest company owned and operated ATM's
6. Contractor must include in its proposal verifiable statistics showing:
 - Banking market share in Mecklenburg County, North Carolina
 - Banking market share in the state of North Carolina
 - Banking market share in the Southeast US
 - Banking market share in US
 - Total # of North Carolina State Employees currently served
 - Total # of company owned and operated ATMs in Mecklenburg County North Carolina
 - Total # of company owned and operated ATMs in North Carolina
7. Contractors may at their discretion offer additional services for the University's consideration, but these services must be provided separate from those services requested, meaning they should not be a

prerequisite or required for provision of the services requested. An example might include the provision of mobile ATM units at special University events.

8. All fees charged to customers must be consistent with or less than fees that a customer or non-customer would be charged at an ATM in the vicinity around the University.
9. Vendors must submit proposals which include ATM utilization fee structure, including answers to the following:
 - Are fees charged for ATM transactions for customers who have an account at the bank providing ATM services? If so, please provide detail. Please provide any current fee amounts. Please indicate if an increase in fees is anticipated within the next year, if so what the new fee will be?
 - Are fees (surcharges) charged for ATM transactions for customers who do not have an account at the bank providing ATM services? If so, please provide detail. Please provide any current fee (surcharge) amounts. Please indicate if an increase in fees (surcharges) is anticipated within the next year if so what the new fees (surcharges) will be. Please indicate if "non-customers" are warned of any fees before the transaction goes through and given the opportunity cancel the transaction.
 - Please indicate if your financial institution charges your customer foreign ATM fees, i.e. fees for using ATMs belonging to another financial institution, and if so how much?

5.4 RESERVED

5.5 RESERVED

5.6 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

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 RESERVED

6.5 RESERVED

6.6 RESERVED

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

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

ATTACHMENT A: FINANCIAL PROPOSAL

Complete and return the Financial Proposal associated with this RFP, and label as ATTACHMENT A

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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

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: 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 G: 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

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