

STATE OF NORTH CAROLINA

THE UNIVERSITY OF NORTH CAROLINA - CHAPEL HILL

Request for Proposal #: 65-SAO1.0-2024

Study Abroad Program Vendors

Date of Issue: 08/29/2024

Proposal Opening Date: 10/18/2024

At 3:00 PM ET

Direct all inquiries concerning this RFP to:

Christy Baldridge

Procurement Specialist

Email: cbaldridge@unc.edu



STATE OF NORTH CAROLINA

Request for Proposal

65-SAO1.0-2024

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

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

Vendor Name

Vendor eVP#

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA The University of North Carolina - Chapel Hill

Refer <u>ALL</u> Inquiries regarding this RFP to: cbaldridge@unc.edu	Request for Proposal #: 65-SAO1.0-2024 Proposals will be publicly opened: 9/30/2024
Using Agency: University of North Carolina – Chapel Hill	Commodity No. and Description: N/A
Requisition No.: N/A	

EXECUTION

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

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

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

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

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

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

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

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

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** 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 T	O VENDORS ITEM #21):	
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	

Proposal Number: 65-SAO1.0-2024	Vendor:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

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	
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The attached certification, by _

(Authorized Representative of The University of North Carolina - Chapel Hill)

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1.0 PURPOSE AND BACKGROUND

The purpose of this RFP is to establish a convenience contract with multiple bidders to be used as a directory of pre-approved suppliers by the Study Abroad Office (SAO). **UNC System:** Any affiliate, current or future, within the UNC System shall be allowed to participate in this agreement for the life of the contract. University seeks experienced and qualified study abroad program providers that specialize in one or more of the following program types:

- Custom faculty-led
- Standard/Core direct enroll and study center
- Internship, Research, and Service-Learning/Community Engagement
- Virtual

The intent of this RFP is to award a convenience contract to multiple bidders whose bid proposal, conforming to this RFP, are most advantageous to the University based upon price, geographic expertise/resources, academic discipline expertise or other factors considered. It also provides Suppliers with a fair opportunity for its goods and services to be considered.

Once the contracts have been awarded, the method of operation will be as follows: The department will send out requests to the pre-approved bidders to provide an itinerary and price. The University will procure the requested services from the bidder whose trip is in the best interest of the students, price and other factors considered. The University reserves the right to separately procure individual services that are the subject of the awarded contract during the contract term, when deemed by the University's Study Abroad Office to be in the University's best interest.

The University's Standard Contract Terms and Conditions, Appendix 1 hereto, will be part of the awarded contract. The University's Standard Contract Terms and Conditions are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

1.1 CONTRACT TERM -

The Contract shall have an initial term of two (2) years, beginning on the date of final Contract execution (the "Effective Date").

It is the intent of this RFP to continue to have multiple open award enrollment periods. The University reserves the right to award to new Selected Supplier(s) and/or re-negotiate pricing with currently Selected Supplier(s) during these open enrollment periods.

The periods of open enrollment will be initiated the first quarter of the calendar year, January 1st through March 31st of each year for the ten (10) year term. These periods of open enrollment will be referred to as specific "Generation(s)" of vendor award(s). Selected Supplier(s) may be awarded for one, more than one, or all Goods/Services Categories. Supplier(s) will be asked to provide proposals in a similar process as described in this RFP, during each Generation open enrollment period.

Selected Supplier(s) who have been awarded in a prior year will be subject to auto-renewals for the full ten (10) year period unless otherwise determined by the University. Selected Supplier(s) pricing and discounts will remain for a period of one year from date of Agreement. Selected Supplier(s) and the University may negotiate or re-negotiate pricing or service terms during the open enrollment period. Selected Supplier(s) awarded in subsequent Generation(s) will have the same ten (10) year contract term and pricing requirements as identified in this RFP and same renegotiation terms.

An example of the Generation award structure:

Generation	Anticipated Expiration Term
01 (2024)	10 years from award date (2034)

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02 (2027)	10 years from award date (2037)
03 (2030)	10 years from award date (2040)
04 (2033)	10 years from award date (2043)
05 (2036)	10 years from award date (2046)

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

THIS SECTION INTENTIONALLY OMITTED AS NOT APPLICABLE TO UNIVERSITY SOLICITATIONS.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the University 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 University 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 University 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 University 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 University will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	University	8/29/2024
Submit Written Questions	Vendor	10/1/2024
Mandatory Pre-Proposal Meeting/Q&A session	University	10/2/2024 @ 2PM Eastern, via Zoom
Email <u>cbaldridge@unc.edu</u> for meeting		
invitation.		
Provide Response to Questions	University	10/4/2024
Submit Proposals	Vendor	10/18/2024
Contract Award	University	To be advised

2.5 PRE-PROPOSAL CONFERENCE

Mandatory pre-proposal conference.

Instructions: It shall be **MANDATORY** that each vendor representative be present for a virtual pre-proposal conference call.

Attendees must join the call promptly at 1:00PM Eastern Time on September 18, 2025. The purpose of this conference call is to review & answer all questions submitted. All prospective Vendors may apprise themselves with the conditions and requirements 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 cbaldridge@unc.edu by the date and time specified above. Vendors should enter "RFP # *[RFP Number]*: 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 Univeristy's response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to **the electronic Vendor Portal (eVP)**, <u>https://evp.nc.gov</u> and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any University 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: <u>This is an absolute requirement.</u> 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. <u>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</u>. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

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

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public

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Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

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

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP 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 University rejecting Vendor's proposal, in the University'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. See section 5.3
- f) Completed version of ATTACHMENT A: PRICING
- 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.

2.11 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

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Suppliers shall not be discriminated against on the basis of any prohibited grounds as defined by Federal or State law.

All qualified proposals will be evaluated, and awards will be made to the Supplier(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

The intent of this RFP is to award a Contract(s) to *multiple Suppliers*. The University reserves the right to make separate awards to different Suppliers 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 University to do so.

The University 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 COMMUNICTIONS BY VENDORS.

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The University 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 University 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 University.

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

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Vendor:

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 University 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 University.

The University 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 University.

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 University:

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

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 University:

- 1. Vendor Products & Services
- 2. Vendor Qualifications
- 3. Vendor Experience
- 4. Pricing

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

- a) Total cost to the University
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the University's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the University's business requirements and internal operational culture
- g) Particular risk factors such as the security of the University'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 University; 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

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whether proposals should be evaluated or rejected, the University will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the University's needs as described in the 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 University 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 University 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 prices shall be based upon a percentage discount off the current published price listing (List Price, Suggested Retail Price, etc.) for each supplier defined category or subcategory. Any price list other than a current published price list is unacceptable. Pricing schedule should be provided for each defined category or sub-category in **ATTACHMENT A-PRICING**. A separate discount may be offered for each line item in each category, or a single discount may be offered for the entire category.

4.2 INVOICES

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

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

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

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 University 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 University 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 University. 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 at least five (5) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The University 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 University.

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 University. 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 University will approve or disapprove the requested substitution in a timely manner. The University may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the University 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 University 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 QUESTIONS TO VENDORS, See section 5.3

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

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

- □ Small Purchases
- \boxtimes 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

4.12 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

THIS SECTION INTENTIONALLY OMITTED AS NOT APPLICABLE TO THIS SOLICITATION.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL OVERVIEW

The <u>Study Abroad Office</u> (SAO) at the University of North Carolina at Chapel Hill is the primary unit charged with study abroad program development, oversight, and advising. The Study Abroad Office at the University of North Carolina at Chapel Hill creates transformative learning experiences for all students to pursue their Carolina education at sites around the world. The Study Abroad Office works with partners worldwide to manage a dynamic portfolio of inclusive and accessible programs designed for students of any academic discipline, ability, background, or financial means. UNC Chapel Hill is a national leader in study abroad participation and ranks in the top 20 among all U.S. higher education institutions for annual study abroad enrollment. Based within the <u>College of Arts & Sciences</u>, the office oversees international and domestic study programs in over 70 countries that enroll students from the College as well as other UNC Schools. Programs include student exchange, direct-enroll, partner provider, and UNC faculty-led programs, and virtual educational opportunities that encompass traditional courses, internships, research, and service.

The SAO employs approximately 20 full-time professionals and manages a recharge center and total budget of \$30MM, consisting of \$15MM in cash and an additional \$15MM in expense transactions. In 2022-23, over 40 percent of UNC students participated in education abroad, and the College has articulated a goal of increasing participation to 50 percent. As mobility has resumed since COVID-19, participation in programs administered by the Study Abroad Office has surpassed pre-pandemic levels, with over 2000 outgoing undergraduate students plus over 200 incoming students from UNC's global partners in 2022-23. The office collaborates with academic and administrative units throughout the College, as well as with other UNC schools to support the University's <u>global mission</u>. The Office is affiliated with <u>UNC Global Affairs</u> and is located in the FedEx Global Education Center. Though based within the College of Arts & Sciences, the office serves as a resource for the entire Carolina community.

UNC Study Abroad prides itself on offering a diverse program portfolio to meet the academic, financial, personal, and future professional needs of our students. In 2024, UNC Study Abroad offered over 50 custom faculty-led programs, each with a particular academic and destination focus. Some example programs and destinations include:

- UNC Arts Criticism in Ireland (Galway, Ireland)
- UNC Chemistry in Japan (Osaka, Japan)
- <u>UNC Climate Change in Copenhagen</u> (Copenhagen, Denmark)
- UNC Media and Culture in South Korea (Seoul, South Korea)
- UNC Neuropharmacology in Australia (Sydney, Australia)
- UNC Science in Dublin (Dublin, Ireland)
- UNC Summer in Japan (Tokyo, Japan)
- UNC Working Globally in New Zealand (Auckland, New Zealand)

5.2 PROGRAM GOALS

University seeks to partner with experienced and qualified study abroad and domestic program providers to assist with the development and delivery of high quality, cost effective global mobility programs for UNC students. We seek vendors who will work in partnership with SAO to grow our portfolio of program options with the goal of increasing student participation in international, domestic and virtual study, intern and research programs. All programs in our portfolio are reviewed and approved by our Study Abroad Advisory Board and College Administrative Board and administered by the SAO.

We also seek providers who will collaborate with SAO on such activities as evaluation and assessment, curriculum integration, innovative program development. Our goal is to develop a true partnership: one that looks beyond simple student mobility and strives to find ways to help each other grow and work together to have a positive impact on the education abroad field.

Types/Models of Programs: Selected partners may be asked to assist with the development of some or all of these program types/models.

• **Custom faculty-led, academic programs**: Development and implementation of programs. SAO offers approximately 50 faculty-led programs each year. Programs are proposed by UNC faculty with each program developed and administered by the SAO. **Participants** include students (minimum 10 – 50) and faculty leaders (typically one to three), though specific numbers vary by program and location. The **duration** of the programs will vary from seven days to 12 weeks (summer) or 16 weeks (semester) and will be conducted during either the university's breaks (fall, winter, or spring), during summer session (mid-May through end of July/early August), or during a semester (fall or spring). Specific destinations, academic discipline, dates/duration, and number of participants will vary. SAO estimates that each trip will consist of primarily academic activities, plus cultural excursions and some free time for students to explore on their own. All programs will be for academic credit. Services required may include the arrangement of:

• Support services provided for UNC SAO staff and faculty during planning and implementation of program

• Academic activities and classroom facilities, including requested guest lectures from local experts or guides, visits to sites, organization, or companies relevant to the academic program, and any payments, stipends and/or gratuities.

• Cultural excursions to sites area and activities that help students learn about the host culture relevant to the location and the academic program. Coordinate all aspects of the requested excursions, including date and times, guides, ground transportation and any payments, stipends and/or gratuities

- Safe and reliable ground transportation (arrival, during program, and departure)
- Food/meals
- Timeline for program management including proposal creation, program confirmation deadlines, payment deadlines, and cancellation policies. Indicate if there is any flexibility in these standard timelines and under what circumstances

• Example pricing proposal, including any information you deem necessary to demonstrate how your organization shares pricing with universities

- Direct invoices for faculty spouses/guests
- First-year fall semester and spring semester programs:
 - Carolina Global Launch: first-year, first semester (August December) program abroad that provides students a pathway to enrollment at UNC in the Spring term.
 - Carolina Spring Forward: first-year, second semester program. Students spend fall semester at UNC and go abroad during spring (January-May) term

Vendor:

- Both programs offer:
 - University-based enrollment abroad
 - Curriculum matching
 - Excursions
 - Transcript or grading report

• **Standard/Core Direct Enroll and Study Center Programs -** Programs offered by your organization should provide:

- Description the types of programs offered
 - Island: students take courses at a study center that are developed specifically for the participants of the program
 - Direct enroll: students take courses at a host university and are integrated with matriculated students
 - Hybrid: students take a combination of program center and host university courses.
- Clear criteria for eligibility, selection, placement at host university or study center
- Description of general academic requirements across sites
- Description of program support, including:
 - Advising in program selection, application, course selection
 - Housing
 - Visa assistance
- Transcripts or grading report

• Internship, Research, and Service-Learning/Community Engagement Programs - Programs offered by your organization should provide:

- Description of how partners are chosen and types of placements available
- Clear criteria for eligibility, selection, placement, and contact hours required
- Personalized student coaching and review of application materials
- Placement with an internship or research site on a professional team with designated projects and responsibilities

• Pre-departure and onsite support to prepare students to maximize the internship placement for career development and navigating cultural and professional differences within the placement

- Student Visa sponsorship and support (when applicable)
- Oversight from a dedicated site supervisor
- Transcripts or grading report
- Sample internship and/or research placements

• Requirements for All Programs:

- Contractual agreement/MOU
- Communication
 - Communicate with SAO and University staff in a timely manner
 - Pre-program planning calls for custom programs with SAO staff and faculty leaders and provider staff (U.S. based and onsite)
 - Engage with students/parents though scheduled in person or
 - video conferencing information sessions and individual phone calls and emails
- Invoicing & payment: UNC SAO is a direct bill operation

• Provide quotes, explicit pricing information, and payment deadlines in a timely manner

- Invoice in USD
- Clearly communicated cancelation and refund policies and procedures

Vendor:

- Housing/lodging (apartment, residence halls, homestays as available)
 - Located near city center or sites relevant to the program and include rooms with lockable doors and wireless internet access.
 - Facilities must meet any local requirements for licensing, health, and safety.
 - Make every reasonable effort to coordinate accommodations for students with disabilities, increasing opportunities for access to a safe and successful experience.

• Pre-departure preparation: Partner with SAO to prepare participants for the experience, highlighting the information provided and how delivered, including:

- Logistics
- Cultural differences and introduction to academic culture (study programs) and professional culture (internships and research)
- Suggested packing lists
- Entry requirements
- Emergency protocols and contact information
- Onsite support:
 - Support staff familiar with the location, speak the local language, and be available 24/7 to assist with emergencies, cancellations or other changes to the program itinerary.
 - Established emergency policies and procedures
 - Onsite arrival orientation
 - Monitoring of the students' success throughout the program
- Marketing and recruitment assistance
- Collection of materials: If the provider requires submission of specific program documents and materials, the provider will offer an online portal to gather student and faculty leader information.
- Liability insurance cross reference w/4.11

5.3 TASKS/DELIVERABLES – action required for evaluation

Qualifications of Vendor:

Demonstrated experience with a minimum of ten (10) years in delivering international and/or domestic academic programs such as those described above.

Questions to Vendor:

- 1. **Overview**: Please provide an overview of your company/organization, including history, mission, vision, and values, and governance system for your organization.
- 2. **General Qualifications and Relevant Experience**: Please articulate why you have the ability to fulfill the RFP, explaining your company/organization, including: listing of program destinations, approximate number of students served, noted areas of specialization, description of any special and/ or unique qualifications, and experience working with universities similar to UNC. Link to <u>UNC System</u> <u>defined peer group</u>.
- 3. Academic Framework: Please describe how academic partners abroad are chosen and how academic standards and expectations are met. Please describe how faculty are selected and trained throughout their tenure with your organization. Please share details from about your transcripting institution. Finally, highlight any particular academic or discipline expertise, as well as any experiential activities that students can incorporate into their academics.
- 4. **Geographic Expertise and Resources:** Please highlight any particular areas of geographic/regional expertise on your programs.
- 5. **Student Selection**: For non-customized programs, please provide a general overview of the selection criteria and process used when approving participants.
- 6. **Student Outcomes**: Describe any student learning and development objectives that guide your organization's programs.
- 7. **Student Code of Conduct:** Detail any specific policies or agreements students are required to adhere to during participation in your programs.
- 8. **Local Communities**: Describe any activities that help facilitate cultural engagement, integrate students into the local community, and steps are taken to help mitigate any negative impacts caused by the influx of U.S. study abroad students.
- 9. **Evaluation & Assessment**: Describe how programs/locations are formally evaluated and assessed, who conducts these, and how often. Please also provide example copies of five (5) program evaluation reports.
- 10. **Risk Management, Crisis Response, and Health and Safety Guidelines**: Describe your risk management procedures and protocols, including specific details on your 24/7 emergency based support team and procedures for supporting student health and well-being abroad. Include a minimum of (2) two scenarios of emergency incidents and how the company responded to the situation
- 11. **Pricing**: Describe how pricing is determined for program offerings, and provide examples of types of items included in a program fee.
- 12. **Scholarships**: Detail any scholarships, fee reductions, or other aid available when partnering (affiliating) with your organization. Also share the selection and distribution process for these funds.
- 13. Access: Demonstrated commitment to increasing access to global opportunities for all Carolina students, including support for students who face identity-based bias or difficulties, students with disabilities, and students traditionally underrepresented in education abroad.
- 14. **Education Abroad Field**: Describe your organization's commitment to the Forum on Education Abroad *Standards of Good Practice, Code of Ethics,* and *Guidelines*.

- 15. **UNC Staff & Faculty**: Describe any trainings, site visits, professional development, or other collaborative opportunities for UNC staff and faculty.
- 16. **Sample Programs**: Provide five (5) examples of custom faculty-led programs implemented, ideally for institutions of similar size and scope as UNC. These examples should include curriculum, logistics, co-curricular activities and cost breakdown
- 17. **References**: Share five (5) references from U.S. based Education Abroad/Study Abroad offices at universities similar in size and scope to UNC that can attest to the your organization's abilities to accomplish the type of work requested in this proposal. Please include a university, contact name, title, phone number and email address of each reference.
- 18. Current Partnerships: Provide a full list of current university partners (either a link or list)
- 19. **Partnering with UNC Study Abroad**: How can UNC Study Abroad help your organization? What innovative ways could you see our organizations collaborating beyond student mobility? What most excites you and your organization about partnering with UNC Study Abroad?

5.4 PROJECT ORGANIZATION

INTENTIONALLY REMOVED. Replaced with 5.3 question 1.

5.5 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph 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.

5.6 CERTIFICATION AND SAFETY LABELS

THIS SECTION INTENTIONALLY OMITTED AS NOT APPLICABLE TO THIS SOLICITATION.

6.0CONTRACT 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 University a contract manager. The contract manager shall be the University'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 University for customer service. The customer service point of contact shall be the University'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

THIS SECTION INTENTIONALLY OMITTED AS NOT APPLICABLE TO THIS SOLICITATION.

6.3 CONTINUOUS IMPROVEMENT

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

6.4

THIS SECTION INTENTIONALLY OMITTED AS NOT APPLICABLE.

6.5 ACCEPTANCE OF WORK

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

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

6.6

THIS SECTION INTENTIONALLY OMITTED AS NOT APPLICABLE.

6.7

THIS SECTION INTENTIONALLY OMITTED AS NOT APPLICABLE.

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 University's Contract Manager for resolution. Any claims by the University 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 University 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

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP. Attach a separate document in the format listed.

	Geographic Expertise	Resources	Published Price discount	Scholarships	Program discounts	Other
1	Example, City/Country	Direct enrollment	\$XXX.xx	Y/N	Y/N	
2						
3						
4						
5						
6						
etc						

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: THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 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: <u>https://files.nc.gov/ncdoa/pandc/OnlineForms/Form Customer Reference Template 09.2021.pdf</u>

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

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link: https://ncadmin.nc.gov/documents/vendor-forms

<u>*** Failure to Return the Required Attachments May Eliminate</u> Your Response from Further Consideration ***