

## **STATE OF NORTH CAROLINA**

**The University of North Carolina at Pembroke**

**Request for Proposal #: 71-Q2024-08**

**Date of Issue: September 19, 2024**

**Campus Bookstore Management Operations**

**Proposal Opening Date:**

**October 25 2024, at 2:00 p.m. ET**

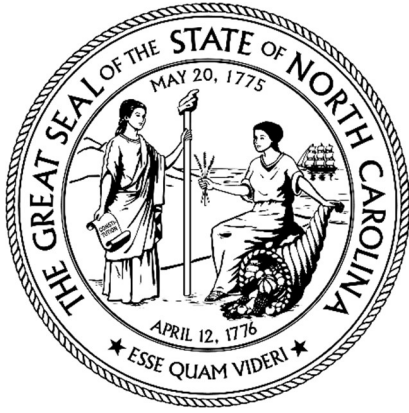
**Direct all inquiries concerning this RFP to:**

**Kimberly Locklear**

**Director of Purchasing & Business Services**

**Email: [kimberly.locklear@uncp.edu](mailto:kimberly.locklear@uncp.edu)**

**Phone: 910-521-6241**



## STATE OF NORTH CAROLINA

### Request for Proposal #

71-Q2024-08

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>

*[If only accepting proposal through the electronic Vendor Portal (eVP):]  
Electronic responses ONLY will be accepted for this solicitation.*

**STATE OF NORTH CAROLINA**  
***The University of North Carolina at Pembroke “UNC Pembroke”***

Refer <u>ALL</u> Inquiries regarding this RFP to: Kimberly Locklear Kimberly.locklear@uncp.edu	Request for Proposal #: 71-Q2024-08
	Proposals will be publicly opened: Friday, October 25, 2024,
Using Agency: UNC Pembroke	Commodity No. and Description: Campus Bookstore Management
Requisition No.:	Services

**EXECUTION**

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

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

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

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

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

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

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

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

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

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

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

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of Purchasing Officer)**

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## 1.0 PURPOSE AND BACKGROUND

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The University of North Carolina at Pembroke (UNC Pembroke, UNCP) is seeking proposals from qualified vendors for the management of the existing University Bookstore. The ideal Contractor will provide traditional and progressive means to providing the functions of the existing bookstore and considering options that support improved sales of existing inventory (if any), providing financial flexibility to the University, increasing revenue and most importantly providing increased level of service to students, faculty, and staff.

The university overall goal in soliciting a Contractor to provide bookstore management services is to ensure the highest level of effectiveness, service, and satisfaction is being provided to the campus. It is essential that the bookstore be managed with maximum responsiveness to the needs and concerns of our students, faculty, and staff. Products, prices, and services must promote confidence that the university community is obtaining the best possible combination of quality, customer service, and value. A critical aspect in meeting the foregoing goals is the identification, selection, and retention of a highly knowledgeable and first rate on-site management team.

The successful Contractor will provide a state-of-the-art bookstore management process and system that will allow the university bookstore to provide excellent service to its constituents while seamlessly integrating efficiencies into all processes of bookstore operations, including accounting, online sales, and operations. The new bookstore services will be capable of expansion as the bookstore continues to grow. As such, the successful Contractor will have an eye on the future and will continue to provide innovative technologies and service solutions for Bookstore customers over time.

Founded in 1887 as a school for the education of American Indians, The University of North Carolina at Pembroke now serves a distinctly diverse student body and encourages inclusion and appreciation for the values of all people. UNC Pembroke exists to promote excellence in teaching and learning, in bachelor's, master's and professional doctoral degrees, in an environment of free inquiry, interdisciplinary collaboration, and rigorous intellectual standards.

Located in the Southeast North Carolina town of Pembroke, The University of North Carolina at Pembroke serves approximately 7,600 with 28% of the students pursuing graduate degrees. It is organized into the following University's: University of Arts & Sciences, the Thomas University of Business and Economics, the School of Education and the University of Health Sciences. The University of North Carolina at Pembroke offers 150 plus undergraduate and graduate pathways to a degree, with a recently launched Doctor of Nursing Practice (DNP) program and an approved Doctor of Optometry program, slated to begin in Fall 2027.

In Fall 2023, approximately 46% of our student population was enrolled in a fully online program, with majority of those students being in our Bachelor of Interdisciplinary Studies (BIS) program and master's in business administration (MBA) program.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of *four (4)* years, beginning on the date of final Contract execution July 1, 2024, with three (3) two (2) year renewal extensions options. The Vendor shall begin work under the Contract within 30 business days of the Effective Date.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 30 days before the end of the Contract's then-current term. In addition 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

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

## 2.2 E-PROCUREMENT FEE

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

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

## 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	Thursday September 19, 2024
Site Visit Participant Due	Vendor	Tuesday, September 24, 2024 by 3:00 p.m.
Mandatory Site Visit	State	Thursday, September 26, 2024 @ 10:00 a.m.
Submit Written Questions	Vendor	Friday, October 4, 2024, by 5:00 p.m.
Provide Response to Questions	State	Monday, October 14, 2024
Submit Proposals	Vendor	Friday October 25, 2024, by 2:00 p.m.
Presentation	Vendor	Week of November 4 <sup>th</sup> , 2024
Contract Award	State	TBA



2.5 SITE VISIT

Mandatory:

Date: **Thursday, September 26, 2024**  
Time: 10:00 a.m.  
Location: Business Services Conference Room 29  
Auxiliary Services Building Room (building #270 on map)  
One University Drive  
Pembroke, NC 28372  
Map: [campus-map-hybrid-2024-05-03.pdf \(uncp.edu\)](#)  
\*Park in lot #14  
Contact #: 910-521-6241

**Instructions:** It shall be MANDATORY that a representative from each Vendor be present for the site visit. Attendance is mandatory. The vendor must send an email to [kimberly.locklear@uncp.edu](mailto:kimberly.locklear@uncp.edu) with the names, titles, telephone numbers, and email addresses of its participants by the deadline specified in the timeline prior to the meeting. **Only 2 team members per Vendor will be permitted to join.** Additional Supplier affiliates are not permitted to “join” the tour at any time. During the tour, Supplier is responsible to perform due diligence in understanding the operational capabilities of the facilities. Please note that the tour will be Supplier’s only opportunity to observe and understand the back-of-house areas associated with the Dining Services Program.

Attendees must arrive promptly; all attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED.** All questions must be submitted during the questions period date in the RFP schedule in section 2.4 **Friday, October 4, 2024, by 5:00 p.m.**

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

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

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

2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [kimberly.locklear@uncp.edu](mailto:kimberly.locklear@uncp.edu) by the date and time specified above. Vendors should enter “**RFP # 71-Q2024-08: Questions**” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to

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

## 2.7 PROPOSAL SUBMITTAL

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

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

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

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

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

## 2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY (if applicable)
- l) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## **2.9 ALTERNATE PROPOSALS**

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # \_\_\_\_". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## **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.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

## **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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### **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

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

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

purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

### 3.4 EVALUATION CRITERIA

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

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

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best

Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

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

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

- A. Vendor Technical Approach and ability to perform requested services (Reference Section 5.0) **(40 Points)**
  - a) Operational Efficiency
  - b) Customer Service
  - c) Textbook/Course Material
  - d) Delivery Time of Course Materials
  - e) Technology Solutions and Capacity
  - f) General merchandise
  - g) Reporting capabilities
- B. Vendor Qualifications and Industry Experience (Reference Section 5.0) **(30 Points)**
- C. Total Financial benefit (Reference Section 5.0) **(30 Points)**
  - a) Markup
  - b) Program Pricing
  - c) Commissions Structure to University

### **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 PRICING**

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

#### **4.2 INVOICES**

Vendor shall invoice the university. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order/semester. Invoices shall include detailed information to allow university 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/RFP#, identify semester (i.e. fall, spring winter, summer I, summer II, maymester, etc.), clear description of each course including the course number, name course material, number of students enrolled, the amount (number) of materials ordered, price, fee associated with course, if applicable, credits associated with course/account for that and amount university owed and commissions from the semester. How invoices are requested, and information is subject to change.

***\*INVOICES MAY NOT BE PAID UNTIL ALL DISCREPANCIES ARE RESOLVED AND IF NOT RESOLVED WITHIN 10 DAYS A 10% LATE FEE WILL BE APPLIED and 5% thereafter until resolved.***

#### **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 at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *shall* 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 *shall* 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 subcontractors(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 QUESTIONS TO VENDORS

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

## 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

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### 5.1 GENERAL

This RFP outlines the comprehensive scope of work, requirements, and specifications for the management and operation of UNIVERSITY OF NORTH CAROLINA AT PEMBROKE's onsite and online University Store, with the aim of meeting the outlined goals and ensuring optimal service delivery to students, faculty, and staff.

Overall Goals:

1. Improve textbook/course materials affordability for students
2. Improve customer satisfaction
3. Provide skilled and professional individuals to assure quality performance of duties
4. Obtain specified course materials and supplies, both required and recommended prior to the opening of each term
5. Optimize the financial contribution to UNCP, while achieving the qualitative and service goals.

### 5.2 Scope of Services

- A. The Contractor shall operate on its own account and manage the activities of the University Store and provide services that are deemed in the best interest of the students, faculty, and staff of the University at no monetary reimbursement from the University. Service Providers must guarantee, to the satisfaction of the University, quality performance and delivery in providing bookstore services in an efficient and effective manner.
- B. The Contractor must provide competent, skilled, and professional individuals to assure quality performance of duties. Each Contractor is to provide an organizational chart and minimal wage rate for each position. The University shall have authority to require the Contractor to remove from the site any employee of the Contractor who shall be deemed incompetent or detrimental to the best interests of the University. Removal will be accomplished through the Contractor's management staff. Employees of the Contractor shall be informed that they are not employees of the University, but they are expected to conform to the University's policies and regulations.
- C. Under the exclusive rights granted to the Contractor's firm, the firm shall sell books and merchandise considered typical sale items for a University bookstore, as well as operate concessions for souvenir sales, as specified by the University, while adhering to the University's Financial Aid Policy.
- D. The Contractor shall create and implement effective strategies to reduce the cost of textbooks/course materials to Students by offering a comprehensive textbook rental program, a strong used textbook program, an innovative digital textbook/course materials program, and by utilizing emerging technologies.
- E. The Contractor shall obtain specified textbooks and supplies, both required and recommended, prior to the opening of each term. The Contractor shall be required to work with each individual department chair or his or her designee. Textbooks must be available to students on or before the first day of class. This is a critical requirement of the University, and it is expected that all efforts to assure good customer relations will be met in having textbooks available to students on or before the first day of class.
- F. The Contractor shall provide exceptional value to customers by offering high-quality products and services at fair prices and multiple price points
- G. The Contractor shall communicate and coordinate effectively and proactively with faculty regarding the use of all types of course materials.
- H. The Contractor shall state the commission rate offered to the University, and any one-time financial expenditures to the University.
- I. The Contractor shall pay commissions to the University monthly with 20% penalty for late payments.
- J. Offerors must demonstrate or provide evidence of the supply chain resources and publisher relationships necessary for a university with the size and scope of UNCP to assure the fulfillment of the contract in a satisfactory manner
- K. Contractor must have a point-of-sale system, and have website available to faculty, staff, and students
- L. The contractor will assess the Convenience Store (C-store) located in the bookstore and present alternative solutions.
- M. The Contractor will present design/layout solutions of the current location.
- N. The contractor will perform an evaluation and plan to operate an off-campus store in the community (downtown).



## 5.3 TASKS/DELIVERABLES

These services shall include but are not limited to:

### 5.3.1 Operations

- a) Right to Operate Bookstores: The contractor shall have the right to operate the University Store. However, the University Administration may authorize the sale of certain items by approved vendors, student groups, or by organizations of each institution.
- b) University Authority Re: Product Offerings. The Contractor shall withdraw from display or sale, any item, or items, which the University requests not to be displayed or sold.
- c) University Rights Re: Bookstore Locations. The University has the right to add or remove Bookstore locations if the University deems such additions or removals are in the best interest of the institution. Contractor must operate all locations and supply merchandise.
- d) Website/Social Media: The Contractor shall manage and operate a full-service Website, and social media program
- e) Trash Removal/Recycling: The Contractor shall remove all trash and recyclable materials and place them in the proper recycling containers as designated.
- f) Environmental/Sustainability Practices: The Contractor shall utilize environmentally friendly practices in its operation of the bookstores and shall abide by all University environmental/sustainability practices.
- g) Reporting Requirement: The Contractor shall report to the Vice Chancellor for Finance and Administration or designee for matters pertaining to the University Store. The contractor's Regional Manager will meet with the Vice Chancellor or designee on a quarterly basis, at a minimum, to review performance
- h) Licensing, Permits, Taxes: The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law. The Contractor shall pay for all taxes and assessments attributable to the operation of the University Store provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
- i) The Contractor should have an integrated solution for shipping course materials, kits and supplies to students.
- j) The Contractor **must** demonstrate supply chain management capacity that optimizes the availability of course materials on or prior to the first day of class.
- k) The Contractor must have procedures, sufficient staffing and systems to deliver course materials and services to students in a timely manner.

### 5.3.2 Customer Service

- a) Customer Service Expectations: The Contractor shall provide excellent customer service at the University Store.
- b) Image of the Bookstore: The Contractor shall operate the bookstores in a manner that reflects the image and reputation of the University and supports the mission of the University. The contractor shall become involved in the opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of each institution, and, where and when appropriate, creating temporary selling points at various sites around the campuses in connection with special events and programs.
- c) Customer Feedback: The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the University Administrations for evaluation and input. Individual campuses shall reserve the right to seek additional customer feedback by whatever method they deem appropriate for their purposes.
- d) The Contractor must have the staffing, capacity and process to respond to student support requests by the next business day.
- e) The Contractor must be accessible to students support requests through a variety of commonly used modalities.
- f) The Contractor must have retail customer services practices that create a safe and customer-first in-person and online environment for students.

### 5.3.3 Textbooks / Course Material

- a) Agent for The Collection of Textbook Adoptions: The Contractor shall be the University's agent for the collection of textbook/course materials adoptions and compilation of the textbook/course materials list, and for providing textbooks and course materials to students. The Contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, course-packs, software, and materials published or distributed electronically.
- b) University Rights Re: Adoption Data: Textbook adoption data, whether received in paper form, electronically, or otherwise, provided to the Contractor by the University's faculty or staff are the property of the University. The Contractor shall provide textbook/course materials adoption data and/or adoption forms to the University within twenty-four (24) hours of the University's request for copies of such adoption data and/or adoption forms.
- c) Early Textbook Adoptions: The contractor, working with the University's faculty, shall make every effort to obtain early textbook/course materials adoption commitments to maximize the quantity of textbooks purchased from students for resale at the University Store. The Contractor shall provide timely reports to faculty members concerning the status of their orders.
- d) Textbook/Course Materials Quantities: The Contractor shall provide sufficient quantities of textbooks/course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the University.
- e) Comprehensive Textbook/Course Materials Services: The Contractor shall provide comprehensive textbook/course materials services and shall work closely with the University to support all academic programs.
- f) Online Learning: The Contractor shall provide textbook/course materials services for the University's current or future online learning programs.
- g) Custom-Published Materials: The Contractor may provide custom-published materials (i.e., course packs), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- h) Textbook Rental Program: The Contractor shall provide full-service textbook rental programs.
- i) Digital Course Materials: The contractor shall provide a digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc.
- j) Online Textbook/Course Materials Ordering: The contractor's Web site for the University Store shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- k) Students with Disabilities: The contractor will provide required textbook/course materials services to students with disabilities.
- l) HEOA/Other Laws: The contractor shall work with the University to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.
- m) Desk Copies: The University prohibits the purchase and sale of complimentary/desk copies by the University Store.
- n) Contractor must demonstrate the capacity to make textbooks and supplies available from the widest selection of digital and physical sources, publishers and content providers to facilitate academic freedom and instructional needs.
- o) Contractor shall describe how they work with publishers to eliminate physical access code cards to migrate students to direct digital access through UNCP's learning management system.
- p) The Contractor shall have methodologies that assimilate third-party delivery options into a consistent and easily understood process for students.

### 5.3.4 Additional Methods Delivering Course Material

- a) Textbook Rental Program: The University is extremely committed to providing a strong textbook rental program to reduce the cost of textbooks/course materials to students. The Contractor shall make a significant effort to maximize the availability of rental textbooks for students.
- b) Used Textbook Program: The University is extremely committed to providing a strong used textbook program to reduce the cost of textbooks/course materials to students. The Contractor shall make a significant effort to maximize the availability of used textbooks for students.
- c) Buyback: The offeror shall propose a buyback program that allows students to sell books back to the bookstore vendor at a

price that is competitive with industry standards.

- d) Digital Course Materials/Innovative Course Materials Delivery Mechanisms: The Contractor shall present all desirable innovations for the delivery of textbooks and course materials to the University Administrations and Faculty. The Contractor shall work with the Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms.

### **5.3.5 General Merchandise and Marketing**

- a) General Merchandise Selection: The Contractor shall provide a full range of non-course required or University recommended general merchandise including but not limited to emblematic clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, art supplies, greeting cards, convenience items, health, and beauty aids (HBA's), special order services, graduation related merchandise, and other services expected from full-service Bookstores.
- b) Emblematic Clothing and Gifts: The Contractor shall promote and brand the University by offering a broad selection of emblematic clothing and gifts that comply with the University's current or future licensing requirements, design guidelines, and requirements for branded products. The Contractor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- c) Athletics: The Contractor will sell official UNCP athletic apparel as it becomes available. Official UNCP athletic apparel will comprise of the Athletics division will receive 8.25% commission rate earned from on-line sales of emblematic apparel via the internet sales portals managed by the Contractor. These commissions will be distributed on a quarterly basis. The contractor will provide sales report showing the on-sales for this purpose on their monthly report.
- d) New Product Lines: The Contractor shall continually expand and introduce new product lines that appeal to customers (e.g., students, faculty, staff, alumni, fans, and visitors) and generate traffic into the University Store.
- e) Pricing Policy-General Merchandise: The Contractor shall sell all non-course required or University recommended general merchandise (clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the University bookstore industry. The contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points.
- f) Website/Social Media: The Contractor shall be required to maintain a full-service website. The website will feature a full range of emblematic merchandise. The Contractor shall develop and implement a social media marketing and promotion strategy. To the extent that the Contractor develops its own social media sites (e.g., Facebook, Instagram, Twitter) or integrates with the University sites, the Contractor shall be required to keep its posted information up to date, refresh its sites frequently consistent with effective social media strategies, and conform to university social media standards and practices.
- g) Use of Logo Standards: The University Store is required to go through UNIVERSITY OF NORTH CAROLINA AT PEMBROKE Communication and Marketing for Logo approval.
- h) The Contractor is to become involved in the academic, cultural, and social environment of the University, taking advantage of opportunities to offer special merchandising and/or assistance based upon the University ongoing and unique activities.
- i) Restrictions:
  - a. The Contractor will honor any current or future exclusive rights contracts the University is bound to. Contracts of particular interest would be the food service contract, athletics apparel contracts, and exclusive beverage contracts.
  - b. Emblematic UNCP apparel sales shall be non-exclusive to the awarded vendor.

### **5.3.6 Other Sales Outlets**

If the University should so request, the Contractor shall cooperate in conducting sales of textbooks, miscellaneous educational equipment, merchandise, etc. through outlets other than the University Bookstore.

- a) The Contractor shall conduct sales at athletic events, commencement ceremonies and activities, and other University events as authorized by the University.

- b) The Contractor shall provide textbooks and course materials to students enrolled in classes held at campus, as well as those participating in distance education courses, with special ordering and delivery provisions to meet the off-site requirements of these students. Upon request, items purchased by campus students must be shipped or delivered to the students free of charge.
- c) If the Contractor must transport merchandise to provide the University Bookstore services at other sales outlets, the Contractor shall be responsible for providing appropriate transportation at its own expense.

### 5.3.7 Payment Types / Discounts

- a) Payment Types: At a minimum, the Contractor shall accept cash, personal checks, major credit cards, Bravescard- campus cards, future campus cards, scholarship charges/vouchers, third-party agency charges, Apple pay, Google pay and financial aid account charges/vouchers. The Contractor shall be *solely responsible for all expenses and collection* of debts resulting from cash, personal checks, credit cards, and bank debit card transactions. The university will not be responsible for collecting any unpaid orders from students.
- b) Department Charges: Departments shall be allowed to charge department purchases at the University Store. Department purchases shall receive a minimum of a twenty percent (20%) discount, except for textbooks, sale merchandise, computer hardware, and academically discounted software.
- c) Faculty/Staff Discounts: Faculty and staff shall receive a minimum of a twenty percent (20%) discount, except for textbooks, sale merchandise, computer hardware, and academically discounted software.
- d) Alumni & Donors Discounts: Alumni and Donors to UNCP shall receive a minimum of ten percent (10%) discount, except for textbooks, sale merchandise, computer hardware, and academically discounted software. UNCP will provide guidance regarding the level of giving a donor must meet to receive Bookstore discounts.

### 5.3.8 General Technology

- a) Technology capacity: The Contractor shall provide technology resources (e.g., bookstore computer system, point-of- sale system, textbook adoptions, computerized textbook management system, inventory) along with technology infrastructure and support necessary to deliver the desired level of service.
- b) Website: The Contractor shall provide and maintain a website for the University Store. The website shall conform to the University's design guidelines and link to and from the University's website. The Contractor website shall include, but not be limited to, the ability for customers to order and reserve textbooks, order general books and general merchandise. The contractor shall provide a digital platform or digital catalog and processes that facilitate a seamless user experience for faculty book adoptions. All aspects of the University Store website, including products sold (whether by the contractor or by a third-party vendor), links to and/or from the University Stores website, and advertising accepted, shall require the University's prior written approval.
- c) PCI Compliance: To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant. The contractor shall provide annual PCI certification documentation.
- d) Customer Data: Customer data shall not be shared or sold by the contractor without the express written approval of the customer. The Contractor shall notify the University promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The Contractor shall, within one day of discovery, report to the University any use or disclosure of customer data not authorized in writing by the customer. The Contractor's report to the University shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the University. The provisions above and below shall be extended by contract to all subcontractors used by the Contractor who are provided access to customer data by the Contractor.
- e) The confidentiality of data pertaining to individuals, personally identifiable information, will be protected as follows:
- f) The data recipient will not release the names of individuals, or information that could be linked to an individual, nor will the

recipient present the results of data analysis in any manner that would reveal the identity of individuals

- g) The data recipient will not release individual addresses, nor will the recipient present the results of data analysis in any manner that would reveal individual addresses
- h) Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement
- i) The data recipient will not release data to a third party without prior approval from UNIVERSITY OF NORTH CAROLINA AT PEMBROKE
- j) The data recipient will not share, publish, or otherwise release any findings or conclusions derived from analysis of data obtained from UNIVERSITY OF NORTH CAROLINA AT PEMBROKE without prior approval from the data provider
- k) The data recipient will provide UNIVERSITY OF NORTH CAROLINA AT PEMBROKE with a detailed description of the method of data transfer and data storage (if applicable)
- l) Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in the contract and/or Memorandum of Understanding
- m) All data transferred to the Contractor shall remain the property of UNIVERSITY OF NORTH CAROLINA AT PEMBROKE (UNCP) and shall be returned to UNIVERSITY OF NORTH CAROLINA AT PEMBROKE or destroyed upon termination of the Agreement
- n) Any third party granted access to data, as permitted under condition #2, above, shall be subject to the terms and conditions of this agreement. Acceptance of these terms must be provided in writing by the third party before data will be released. All technology solutions must comply with all relevant state, federal and international regulations including but not limited to FERPA, PCI, HEOA and GDPR
- o) The vendor shall guarantee uptime for its website portal, host website on its own company server or at a subcontractor's server farm.
- p) The vendor shall have a company IT disaster recovery plan. and/or redundant offsite storage.
- q) Contractor must demonstrate the ability of programs to integrate with Canvas learning management system while protecting student data.
- r) Contractor must support Single Sign On using Microsoft Azure AD/SAML2
- s) Contractor must demonstrate integration with the University ERP system, Ellucian Banner, and approved solutions (i.e. FALink).
- t) Contractor must demonstrate integration with the University LMS system, Canvas

### **5.3.9 Reporting**

- a) Monthly Sales Reporting: On a monthly basis, the Contractor shall submit a sales report to the University, including sales by category, non-commissionable sales (with supporting detail), and total sales for the University Store.
- b) Annual Reporting: On an annual basis, the Contractor shall submit a detailed University Store financial statement to the Assistant Director of Financial Planning and Auxiliary Services or designee. At a minimum, the University Store financial statement shall include the following:
  - 1. Sales by Category/Department including commissionable and non-commissionable sales
  - 2. Total Sales
  - 3. Cost of Goods Sold
  - 4. Gross Margin
  - 5. Direct Operating Expenses (itemized by type of expense)
  - 6. Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
  - 7. Commission Paid
  - 8. Profit/Loss
  - 9. Dollar Amount of "Retail Textbook Buyback"
  - 10. Dollar Amount of "Wholesale Textbook Buyback"
  - 11. Web Site Sales

### **5.3.10 Summary of Contractor's and University's Responsibilities**

To establish a ready reference to the obligations and responsibilities of the Contractor and the University, the following are listed:

A. The Contractor shall be responsible for:

1. Employment, salary, fringe benefits and supervision of all personnel
2. Insurance covering bookstore operations, liability, automobile, property damage, worker's compensation, health, etc.
3. Purchase of textbooks, supplies, and equipment
4. When required provide professional assistance in planning facilities, renovations, and other methods of meeting changing needs
5. All local, county, state and federal licenses requirements, health ordinances, and to pay all taxes incidental hereto.
6. Proper maintenance of multicampus the University Stores, including minor repairs and custodial services
7. The Contractor must provide all fixtures and equipment not included currently. The décor should be in keeping with the general building environment. Exterior building signs will not be permitted.
8. The Contractor will replace the carpet/flooring and paint at least every two years unless the University determines that replacement is not needed on this schedule. The University must approve the paint colors and carpet that is selected for replacement, which must be of a quality level used in first class commercial space.
9. The Contractor shall pay any and all costs incurred in altering the occupied premises; however, the Contractor shall not alter the facilities or premises assigned for its use except upon the receipt of written permission by the Vice Chancellor for Finance and Administration, such permission to be obtained before alterations are undertaken.
10. The Contractor must be responsible for providing all equipment, fixtures and software to operate the UNCP Bookstore including but not limited to: POS systems, cash registers, computer equipment and the interface with the existing UNCP One Card System. Contractor will be responsible for paying annual fees with Atrium software, Braves Card System. The university will bill the contractor annually.
11. All University parking is restricted. Contractor(s) shall contact Parking in Police and Public Safety to obtain and pay for the appropriate parking permit(s) to access any campus areas. All vehicles shall display appropriate parking permits. Parking permit fees are subject to change during the term of any resulting contract. Contractor(s) shall pay any violation fees associated with non-compliance with parking regulations. Permit and parking information may be viewed at [www.UNCP.edu](http://www.UNCP.edu).
12. The Contractor will be responsible for the cost of pest control and shall coordinate with the University regarding the provision of such service.
13. Providing payment of commissions on a monthly basis, audited financial statements end of each fiscal year within thirty days of issuance, and profit and loss statements within 30 days after the end of each calendar quarter.
14. Providing Vehicles necessary (if applicable).
15. Internal Security. The Contractor shall collaborate with Campus Police Department personnel and the Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the University Store.
16. Maintenance and updating of university store website

B. The University shall be responsible for:

1. Providing University Store facilities, including office and stockroom.
2. Access to campus web services, campus telephone services, and voice answering system at the standard University rate.
3. Utilities in the University Store including electricity, heating, and cooling.
4. The University shall maintain the exterior of the building, common areas and dock areas.
5. The University shall provide access to loading dock for the delivery of goods and shall designate the route of delivery through the building to the Contractor's designated Bookstore location.

Upon termination or expiration of the Contract, Contractor shall return any University-owned and provided equipment, office furniture, office equipment, movable fixtures, and facilities in as good a condition as at the commencement of the Contract, excepting ordinary wear and tear.

## **5.4 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

## **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.

### **5.5.1 Company History and Background**

- a) Company Background: Provide qualifications and experience on managing University bookstores. Describe experience serving public Universities, including community University's.
- b) Client List. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the University/university administrator responsible for the bookstore. Identify at least three (3) clients with bookstores similar in nature to UNCP.
- c) References. Documented successful completion of at least three (3) projects of significant size, scope, and performance level in the past five (5) years by providing three (3) references with contact information for previous/current customers is required to qualify as an acceptable proposal.

### **5.5.2 Operations**

- a) Management Plan. Describe your management/operations plan for the University Store.
- b) Customized Bookstore Services. Describe your plan to accommodate customized Bookstore services that would include postage stamps.

### **5.5.3 Customer Services**

- a) Customer Service. Describe in detail how your company will provide excellent customer service at the University Store.
- b) Customer Feedback. Describe the methods your company will use to obtain regular feedback from University Store customers to ensure a high level of customer satisfaction.
- c) Customer Service Training. Describe your customer service training program for the University Store Staff.
- d) Refund Policy. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, course-packs, rental textbooks, etc., and general merchandise.
- e) Textbook Rental Collection Process. Describe your textbook rental collection process for textbooks that have not been returned by students, including fees assessed for textbooks that have not been returned, and third-party collection agencies utilized to collect rental textbooks.

### **5.5.4 Textbook Affordability / Pricing Methodology**

- a) Textbook/Course Materials Pricing: Describe your pricing methodology for textbooks/course materials and explain your plans to address affordability concerns of students.
- b) General Merchandise Pricing. Describe your pricing methodology for general (all other) merchandise and explain your plans to address the pricing concerns of students.
- c) Emblematic Clothing Pricing. Describe your company's plans to provide emblematic clothing at multiple price points.

### **5.5.5. Textbook Rental Program / Used Textbook Program**

- a) Textbook Rental Program. Describe in detail the textbook rental program that your company will provide at each campus for students not enrolled in Day One Access programs. Include the estimated percentage of titles that your company will make

available as rental titles.

- b) Used Textbook Program. Provide a detailed description of your sources for used textbooks along with a description of your textbook buyback program.

#### **5.5.6 Online Courses**

- a) Online Courses. Describe in detail your plan to provide textbooks and course materials to students enrolled in the University's online courses. The on-campus University Store will offer textbooks on the store's website and will stock books for the online courses.

#### **5.5.7 Website/E-Commerce Solution**

- a) Describe your plans and timetable for e-commerce and on-line bookselling for the University Store.

#### **5.5.8 Payment Types/Discounts**

- a) Payment Types. Describe the form(s) of payment your company will accept at the University Store.
- b) Department Charges. Describe your company's department charge program, including discounts.
- c) Faculty/Staff Discounts. Describe your company's faculty/staff discount program that will be provided at the University Store.

#### **5.5.9 Furniture, Fixtures, And Equipment**

Any University owned furniture, fixtures, and equipment in the University Store which the Contractor decides to no longer utilize in the operation of the University Store shall be turned over to the University.

The Contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the University Store at its expense. At the expiration, termination, or non-renewal of the contract, the Contractor shall return any University- owned furniture, fixtures, and equipment used to the University in the same condition as at the commencement of the contract, excepting normal wear and tear.

With respect to the furniture, fixtures, and equipment provided by the University, the University makes no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all University furniture, fixtures, and equipment offered for the Contractor's use is supplied in "as is" condition and the Contractor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the Contractor and the University. Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms.

### **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**

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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.

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).

### **6.2 POST AWARD PROJECT REVIEW MEETINGS**

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

### **6.3 CONTINUOUS IMPROVEMENT**

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

### **6.4 PERIODIC MONTHLY STATUS REPORTS**

The Vendor shall be required to provide sales reports to the assistance director of auxiliary services & financial planning, director of Financial, Planning and Analysis and the Vice Chancellor for Finance and Administration a **monthly basis**. This report shall include, at a minimum, information: by category, including Athletics on-line sales of emblematic apparel, and separate report explaining the commission breakdown and the amount by the **10<sup>th</sup> of each month**. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the university. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within 10 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

## 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 or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor's work product shall be based on the following criteria:

### **Contractor Responsibilities and Penalties for Course Materials**

1. Course Materials Availability:
  - The Contractor guarantees that all required course materials for each semester will be ordered, delivered, and available for students by the first day of the semester.
2. Daily Reporting:
  - The Contractor will provide a daily report to [Institution Name] that includes:
    - A list of courses for which materials have not yet arrived.
    - An estimated time of arrival (ETA) for the outstanding materials.
    - The reason(s) for the delay.
    - Confirmation that the relevant professor has been notified of the delay.
    - The Contractor's plan of action to ensure timely delivery of the materials.
3. Penalties for Non-Compliance:
  - If the Contractor fails to provide all required course materials by the end of the second week of the semester, a penalty fee of 25% of the total contract value will be assessed.
  - An additional penalty of 1% of the total contract value per day will be applied for each subsequent day that materials are not provided, until all materials have been received.

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

## 6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

## 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 10 calendar days 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 Director of Purchasing & Business Services 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 university, Vice Chancellor for Finance and Administration, and Vendor. Amendments to the contract can only be through the Purchasing contract administrator.

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## 7.0 ATTACHMENTS

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

#### **RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: PRICING /COST PROPOSAL**

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##### **Complete and return the Pricing associated with this RFP- Full-Service Bookstore**

**A. Financial Return** Please describe the financial return your company will remit for the operation of the bookstore, including the following:

- i. The Contractor shall pay the University the greater of either (i) the financial return based on the commission schedule, or (ii) the minimum annual guarantee.
- ii. Payments shall be made to the University based on University Store commissionable sales on a monthly basis via electronic funds transfer (EFT). The University shall have the option to select quarterly payments according to the commission schedule.
- iii. Payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
- iv. The Contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- v. The Contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized University representatives.

**B. "Gross Sales"** shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the bookstore for any product or service offered by the University Store, including revenue received from textbook rentals and digital textbook sales. This includes all orders taken or received at the store, whether such orders are placed at the store, via the internet (i.e., "on-line sales"), orders received through the store websites, or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, and commissions received by the contractor for authorized sales, including advertising revenue, by other companies or organizations on the store website.

**C. "Commissionable Sales"** shall be defined as gross sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized University departments, less discounts (provided that the discount amount thereof was included in gross sales), less sales tax paid by the contractor to any government agency which was collected from customers, less computer hardware sales, less sales made at no margin by the contractor at the request of the University.

**D. Annual Textbook Scholarships**. Please provide the annual textbook scholarships that you will submit to UNCP for the operation of the University Store. The annual textbook scholarships shall be one annual e textbook scholarship payment made to UNCP in each Contract Year.

**E. Technology Integration**. Please include your estimated capital investment for technology/automation in the University Store and a timeline for your automation plan.

#### **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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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**

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

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

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

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**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

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

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**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

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**ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY**

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Complete, sign, and return the ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY associated with this RFP is a separate document that can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Vendor-Price-Matching-Opportunity\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_09.2021.pdf)

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**LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

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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>

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