STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposals # 66-27012 SB

Campus-Wide Beverage Vending and Pouring Rights

Date of Issue: Thursday, August 20, 2026

Proposal Due Date: Thursday, October 22, 2026

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Scott Brechtel

Director of Materials Management

Email: sjbrecht@charlotte.edu

UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposals #

66-27012 SB

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

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

____
Vendor Name

____
Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at https://evp.nc.gov/SignIn?returnUrl=%2F

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA University of North Carolina at Charlotte	
Refer *ALL* Inquiries regarding this RFP to: **Scott Brechtel** **sjbrecht@charlotte.edu**	**Request for Proposal #66-27012 SB** **Proposals will be received until:** **Thursday, October 22, 2026 at 2:00 PM ET**

EXECUTION

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

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:		P.O. BOX:
CITY, STATE & ZIP:		TELEPHONE NUMBER:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
NAME OF PERSON SIGNING ON BEHALF OF VENDOR:		TITLE:
VENDOR'S AUTHORIZED SIGNATURE:	**DATE:**	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) 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 __________, 2026, as indicated on The attached certification, by ____. **(Authorized Representative of UNC Charlotte)**

Contents

1.0 PURPOSE AND BACKGROUND

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

Enrollment is approximately 32,000 with 19 percent of the students pursuing graduate degrees. The University is expected to experience continued growth in the foreseeable future.

The intent of this solicitation is to contract with a beverage partner to provide comprehensive pouring rights, beverage vending, and related marketing and sponsorship services across all University campuses, facilities, and Charlotte 49ers Athletics venues. The University's objective is to establish a single, unified, long-term partnership that delivers the highest quality products and service to students, faculty, staff, and visitors; maximizes the financial and strategic value of the University's beverage rights; and supports the mission, brand, and student experience of the institution.

1.1 CONTRACT TERM

The Contract shall have a total term of ten (10) years, beginning on July 5, 2027 (the "Effective Date") and expiring on July 4, 2037.

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

2.0GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	Thursday, August 20, 2026
Hold Pre-Proposal Meeting/Site Visit	State	Thursday, September 24, 2026 @ 10:30 AM ET
Submit Written Questions	Vendor	Tuesday, September 29, 2026 by 2:00 PM ET
Provide Response to Questions	State	Thursday, October 1, 2026
Submit Proposals	Vendor	Thursday, October 22, 2026 @ 2:00 PM ET
Contract Award	State	December 15, 2026
Contract Effective Date	Both	July 5, 2027

2.5 MANDATORY PRE-PROPOSAL CONFERENCE

Date: Thursday, September 24, 2026
Time: 10:30 AM Eastern Time
Location: 9201 University City Blvd
Auxiliary Services Building, Room #130
Charlotte, NC 28223

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly. **Due to space limitations in the meeting room, Vendors will be limited to no more than THREE (3) attendees per company**. A campus map is available at https://facilities.charlotte.edu/our-services/maps/printable-campus-maps and Vendors are strongly encouraged to arrive early because parking on campus is difficult to obtain. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

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

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

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

2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to sjbrecht@charlotte.edu by the date and time specified above. Vendors should enter "RFP #66-27012 SB: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

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

2.7 PROPOSAL SUBMITTAL

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

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

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

This will be a Two-Step proposal process:

Vendors must submit proposals in two separate files with the Technical Proposal and Financial Proposal (ATTACHMENT A) uploaded to the eVP as separate files and labeled as such.

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

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

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

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

2.8 PROPOSAL CONTENTS

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

Vendor RFP responses shall include the following items and attachments:

a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments; and (iv) contact information for Vendor's representative responsible for this RFP.
b) Completed and signed version of all EXECUTION PAGES, and any pages requiring vendor input.
c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
d) Vendor's Proposal addressing all requirements of this RFP.
e) Completed version of ATTACHMENT A: FINANCIAL PROPOSAL
f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
g) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
i) Completed and signed version of ATTACHMENT I: 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 #66-27012 SB [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Proposals will be received from each Vendor as two separate volumes - the Technical Proposal and the Financial Proposal. Both proposals (Technical and Financial) shall be signed and dated by an official authorized to bind the firm. Unsigned proposals <u>will not</u> be considered.

NOTE: No technical information shall be contained in the financial proposal. No financial information shall be contained in the technical proposal. Inclusion of any cost information in the technical proposal and/or any technical information in the cost proposal shall constitute sufficient grounds to reject Vendor's proposal.

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 proposals, not a 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 that date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum, the package containing the technical proposals from each responding Vendor will be accessed via the eVP and the name of each Vendor noted. A notation will also be made regarding whether a separate sealed financial proposal has been received. Financial proposals will be placed in safekeeping until a later date.

Upon completion of the technical evaluation, the financial proposals of those Vendors whose technical proposals have been deemed acceptable will be opened. 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. The total cost offered by each Vendor will be tabulated, but under 01 NCAC 05B.0503, pricing will not be public until after contract award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of 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.

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

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

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State. Proposals are scored on a 100-point basis, and while cost (financial proposal) is a significant factor, award is not based solely on cost; the highest overall evaluated proposal determines the award.

Vendor Background/Qualifications/References	**5 points**
Beverage Supply, Service & Operational Approach (including equipment and technology)	**20 points**
Athletics & Campus Marketing / Sponsorship Activation Plan	**20 points**
Campus Engagement, Sustainability & Community Support	**5 points**
Transition & Implementation Plan	**15 points**
Financial Proposal	**35 points**

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 35. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$\text{Financial Proposal Points Available (35)} \times \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

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 <u>contract performance outside of the United States</u>, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 FINANCIAL PROPOSAL

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: FINANCIAL PROPOSAL 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.

Vendors shall present their complete financial offer using the University's financial workbook (Attachment A), which is structured to capture the full value of the partnership across the following components:

- **Upfront consideration**: signing bonus, initial capital investment, transition support.
- **Annual sponsorship and marketing funding**: campus and athletics, with restricted vs. unrestricted designation.
- **Commissions and rebates**: guaranteed and variable, by channel and category.
- **Performance incentives**: volume, market-share, and new-location bonuses.
- **Equipment and capital investment**: dollar value, ownership, replacement cycle.
- **Non-monetary and in-kind value**: product donation, internships, ambassadors, activations.
- **Pricing**: retail and product pricing schedule by channel, including the proposed annual price-increase (escalation) schedule and the method and caps governing any increase over the term.

Restricted funds are designated for specific, mutually agreed initiatives. **Unrestricted funds** are allocated solely at the University's discretion and shall not be tied to volume thresholds or supplier-controlled conditions. All pricing assumptions, growth methodologies, and scaling factors must be transparent and supportable.

Category-level offers. Vendors shall present their financial offer on an all-category basis and, for any single category, provide the incremental value attributable to that category so the University can evaluate whether a consolidated or carved-out award delivers greater total value. The financial workbook (Attachment A) includes a category-level breakout for this purpose.

4.1.1 IMPORT TARIFF TEMPORARY SURCHARGE

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharges. Vendor may request a temporary tariff surcharge in ATTACHMENT A: FINANCIAL PROPOSAL as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 FINANCIAL STABILITY

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

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

4.3 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.

4.4 REFERENCES

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

4.5 BACKGROUND CHECKS

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

a) Any **criminal felony conviction,** or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;

b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;

c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.

e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

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

4.6 PERSONNEL

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

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

4.7 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.

4.8 AGENCY INSURANCE REQUIREMENTS

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

4.9 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit ATTACHMENT I: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.10 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their proposal the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.11 SECRETARY OF STATE REGISTRATION

A term contract award under the above-referenced solicitation will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: https://www.sosnc.gov/ to register.

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within ten (10) business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) proposal from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

Vendor has registered with the North Carolina Secretary of State: Yes☐ No ☐

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The University of North Carolina at Charlotte ("University" or "Charlotte") is seeking proposals from qualified beverage partners to provide comprehensive pouring rights, beverage vending, and related marketing and sponsorship services across all University campuses, facilities, and Charlotte 49ers Athletics venues. The University's objective is to establish a single, unified, long-term partnership that delivers the highest quality products and service to students, faculty, staff, and visitors; maximizes the financial and strategic value of the University's beverage rights; and supports the mission, brand, and student experience of the institution.

Coverage includes the University's main campus and its downtown location at the Dubois Center (320 East 9th Street, Charlotte, NC 28202), which houses a main-floor Market, a catering kitchen, and beverage vending. The University currently operates under a fragmented set of beverage arrangements across athletics, dining, convenience, markets, and vending. Through this solicitation, the University intends to consolidate these into one comprehensive agreement with a single Vendor, thereby simplifying administration, unifying the campus brand presence, and capturing the full market value of an integrated, campus-wide platform.

Vending inventory across campus totals 60 Coca-Cola and 54 Pepsi machines, comprising 31 Coca-Cola and 32 Pepsi in academic buildings, 13 Coca-Cola and 15 Pepsi in residence halls, 7 Coca-Cola and 5 Pepsi in administrative buildings, 4 Coca-Cola and 1 Pepsi in dining and food-service locations, 2 Coca-Cola and 1 Pepsi in library facilities, and 3 Coca-Cola in athletics facilities (source: UNC Charlotte all-beverage-locations inventory). Residential housing totals approximately 5,500 beds across 19 halls in the North, South, and East Villages, estimated from UNC Charlotte Housing and Residence Life's published size bands (10 large halls at 400 beds each, 4 medium halls at 250 beds each, and 5 small halls at 100 beds each; source: housing.charlotte.edu).

The on-campus Marriott sits on UNC Charlotte Foundation land under a long-term lease and is operated by Sage Hospitality; this RFP stays silent on the Marriott and it will not be enforced under this agreement.

5.2 SCOPE OF RIGHTS AND COVERAGE

The specific services and any specifications that the University is seeking are listed below. Products and services offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

The agreement resulting from this RFP shall be exclusive across the University’s beverage operations, subject to the carve-outs defined in Section 5.2.2, and shall include the following:

- **Pouring rights** for all non-alcoholic beverages dispensed, sold, served, sampled, or distributed across University-controlled locations.
- **Fountain and post-mix** service in dining halls, retail food outlets, concessions, and hospitality venues.
- **Vending** of beverages across all campus locations, including installation, operation, stocking, servicing, and maintenance of equipment.
- **Retail, Convenience, and Markets** beverage supply, including shelf-space and merchandising arrangements in campus convenience outlets, grab-and-go outlets, and campus Markets (including the Center City Market).
- **Concessions** at all athletics and event venues.
- **Athletics marketing and sponsorship rights** (fully integrated; see Section 5.2.1).

Coverage extends to all academic, administrative, residential, student life, recreation, dining, retail, and athletics facilities owned or controlled by the University, including outdoor spaces and any facilities added during the term. The University may, at its discretion, extend the resulting agreement to affiliated or future locations.

Campus brands and retail outlets. All University foodservice and retail outlets, including franchise and licensed concepts operated on campus, shall serve the selected Vendor’s beverage products in the pouring, fountain, and packaged categories, subject only to the exceptions defined in Section 5.2.2. A change in partner will require affected outlets to convert accordingly.

For campus Markets, the permitted share of non-partner products is confirmed at ten to fifteen percent (10-15%) of beverage shelf space.

5.2.1 ATHLETICS INTEGRATION

Charlotte 49ers Athletics (NCAA Division I, American Conference, nineteen (19) varsity programs) is fully integrated into this agreement. There is no separate athletics sponsorship solicitation. The Selected Vendor's rights and obligations in athletics include, at minimum:

- Exclusive beverage pouring, vending, and concessions across all athletics practice and competition venues, including Jerry Richardson Stadium, Halton Arena, Hayes Stadium, and all Olympic-sport facilities.
- Designation as the official beverage partner of Charlotte 49ers Athletics, with associated marketing, advertising, signage, scoreboard, and promotional rights.
- A royalty-free license to use University and 49ers marks for the marketing, advertising, and promotion of partner products in connection with athletics, subject to University brand approval.
- Provision of product, hydration, equipment (coolers, cups, dispensing), and hospitality support for teams, events, and game-day operations.
- Defined annual athletics product credit and sponsorship support, with funding mechanisms specified in Attachment A.

The full athletics venue listing, per Athletic Facilities 2026, consists of: Jerry Richardson Stadium (football, opened 2013, capacity 15,314); Halton Arena (basketball/volleyball, opened 1996, capacity 9,105); Hayes Stadium (baseball, opened 2007, capacity 1,135); Sue M. Daughtridge Stadium (softball, opened 2007, capacity 300); Belk Track and Gaber Field (soccer, cross country, track and field, opened 1996, capacity 4,000); and Halton-Wagner Tennis Complex (opened 2012, capacity 246, 12 courts). Chartwells currently operates athletics food and beverage concessions and will operate under the terms of the resulting pouring rights agreement.

5.2.2 EXCLUSIVITY, CATEGORY CARE-OUTS, AND PERMITTED EXCEPTIONS

The University intends to award a single, unified, exclusive partnership across the full portfolio of beverage categories. At the same time, the University reserves the right, in its sole discretion, to carve out one or more individual beverage categories from the primary exclusive agreement where doing so delivers greater financial, strategic, or operational value. This structure allows the University to capture the full benefit of a consolidated deal while preserving the flexibility to award an individual category separately or retain it on a non-exclusive basis.

Award flexibility. Vendors shall submit pricing and financial commitments that allow the University, at its sole discretion, to (i) award a single comprehensive agreement covering all categories to one partner, or (ii) carve out one or more categories and award them separately, or retain them on a non-exclusive basis. Vendors shall therefore present their financial offer both on an all-categories basis and, where applicable, with category-level detail so the University can evaluate the value of any individual category independently. The University reserves the right to enter into one or more agreements as a result of this solicitation and is not obligated to accept any offer on an all-or-none basis.

The University may also entertain proposals from specialized providers seeking exclusivity in a single category. Any such category-specific proposal will be evaluated on the same basis as a comprehensive offer, with an award made to the combination of proposals that delivers the greatest overall value to the University.

Application to campus outlets. All campus foodservice and retail outlets, including franchise and licensed concepts, shall follow campus pouring rights and serve the selected Vendor's products, except where a specific branded signature beverage is integral to a franchise concept. This includes the campus Barnes & Noble bookstore, which is brought within the scope of this agreement; the selected Vendor shall supply and service the bookstore's beverage coolers and its packaged and pouring categories on the same basis as other campus retail outlets. Beverages served at all catered events (including University catering), University facility-use events, and third-party facility rentals on campus shall likewise operate under this agreement. On a change of partner, affected outlets shall convert to the new partner's products.

Permitted Exceptions. The following shall be permitted on a non-exclusive basis regardless of the primary award:

- Signature branded beverages integral to a franchise concept, for example, brewed tea and lemonade served by licensed quick-service concepts on campus.
- THC / CBD infused beverages, dairy and dairy-based drinks, slushies / frozen beverages, and mocktails.
- Fresh-squeezed juice, freshly brewed / specialty coffee prepared on site, and similar made-to-order beverages.
- Beverages used for bona fide academic or sponsored research.
- Individual personal consumption and beverages brought onto campus by individuals for personal use.

The current UNC Charlotte structure splits Coke (athletics) and Pepsi (dining). Vending currently runs on a 50/50 split between Coke and Pepsi. Convenience stores currently run on a 60/40 split: 60% Pepsi and 40% all other beverages, which includes Coke products. The campus Barnes & Noble bookstore is the only location with no formal split, with allocation driven by sales rather than a fixed percentage. All other campus outlets will convert to the selected partner upon award, consistent with the permitted exceptions above, including the treatment of franchise signature beverages such as brewed tea and lemonade. The category carve-out language remains intentionally open, allowing a specialized provider to propose for any single category without the RFP pre-defining which categories are eligible.

5.2.3 BEVERAGE CATEGORIES

The agreement shall encompass the full portfolio of non-alcoholic beverage categories, as well as any future products substantially similar in formulation, function, or intended consumption. Categories include carbonated soft drinks, craft soda, energy drinks, ready-to-drink coffee, hydration and enhanced water, isotonic and sports drinks, protein drinks, tea, juice, bottled and packaged water, bar (non-alcoholic), and fountain beverages. A detailed category definition schedule is included in this RFP as Attachment J.

5.2.4 OPERATIONAL REQUIREMENTS

The selected Vendor shall, at minimum:

- Install, operate, supply, service, and maintain all beverage equipment (vending, fountain, coolers, displays) across designated indoor and outdoor locations at the Vendor's expense.
- Maintain consistent product availability, quality, and freshness, with defined service-level and restocking standards.
- Provide and maintain modern equipment with cashless payment capability meeting the University's payment and campus-card standards. All vending and point-of-sale equipment must accept both credit/debit cards and campus-card tenders processed through the Illumia/Transact Transaction System Enterprise platform. Credit-card transactions must be processed using PCI-validated point-to-point encryption (P2PE) card readers meeting the University's security and procurement standards. Campus-card tenders must be processed using DESFire smart cards and Illumia/Transact mobile ID; magstripe is not required. Equipment must provide its own secure communication method independent of the campus network (for example, cellular or a vendor-managed secure network) supporting telemetry, payment processing, remote configuration, and firmware updates without requiring University resources; the Vendor is responsible for all associated communication costs, hardware, and maintenance.

- Integrate into campus life through student engagement, sustainability initiatives, experiential activations, and support of University programs and events.

- Support the University Emergency Preparedness Plan, including emergency water supply as needed.

- Provide sustainability commitments aligned with University environmental goals, including recycling and waste-reduction support.

- Deliver regular sales, volume, and commission reporting in an electronic format compatible with University systems.

- Specify donated-product support, including the University events and programs the Vendor will support with donated product on an annual basis.

5.3 TASKS/DELIVERABLES

Vendors shall address each of the following. The University seeks the desired end results below; proposers should propose the specific approach and may supplement with additional steps, alternatives, or proprietary methods.

A. Beverage Supply & Service Plan

- A complete plan to supply, deliver, merchandise, and service all beverage categories across pouring, fountain, vending, retail, markets, concessions, and athletics.
- Product portfolio offered, including package sizes, fountain/pre-mix/post-mix, and syrup.
- Service-level commitments: restocking frequency, response times, equipment uptime, and account management structure.
- Optional value-add: proposers may offer to convert designated athletics facilities to bottled product and to fund and install outdoor walk-in coolers to support that service. The University welcomes such proposals as part of the overall offer.

B. Equipment & Capital Plan

- Inventory, specification, and dollar value of all equipment to be provided, by location type.
- Ownership, installation, maintenance, and replacement-cycle commitments.
- Technology features: cashless and campus-card payment, telemetry, energy efficiency, and any smart-vending or reverse-vending recycling capability.

C. Athletics Partnership & Activation Plan

- Athletics sponsorship and marketing activation across venues, scoreboards, signage, and game-day.
- Official-partner designation deliverables and use of University / 49ers marks.
- Annual athletics product credit, hydration and hospitality support, and event activation.

D. Campus Engagement & Marketing Plan

- Student engagement, experiential activation, and community-building programs.
- Sustainability commitments and environmental initiatives.
- Support for University events, student organizations, and academic / research partnership opportunities, including donated-product support for University events.

E. Financial Proposal

- A fully itemized financial offer submitted on Attachment A, covering all components.
- Transparent retail and channel pricing schedule with annual escalation terms and increase caps.
- All assumptions, growth methodology, and scaling factors clearly stated and supportable.

F. Transition & Implementation Plan

- Detailed transition plan from the incumbent arrangements, including timeline, equipment changeover, and continuity of service.
- Campus-wide implementation window: all equipment installation and removal associated with the transition shall occur only within the annual changeover window of July 5 through August 2, to avoid disruption during the academic year. Vendors shall present an implementation schedule that fits this window.
- Implementation milestones and a proposed go-live schedule aligned to the University's academic and athletics calendar.

5.4 PROJECT ORGANIZATION

Vendors shall describe the organizational and operational structure proposed for this engagement, including the dedicated on-site management and service team, escalation paths, account governance, and the responsibilities assigned to each key role.

5.5 TECHNICAL APPROACH

Vendors shall describe, in narrative, outline, and/or graphic form, their approach to accomplishing each task and deliverable above, including the schedule for each and the metrics by which performance will be measured.

5.6 CERTIFICATION AND SAFETY LABELS

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

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

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

The Vendor shall be required to designate and make available to the State a contact for customer service for all customer service-related issues.

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

6.2 INVOICES

The standard format for invoicing shall be single Invoices meaning that the Vendor shall provide the University with an invoice for each project or portion of work. Invoices shall include detailed information to allow the University to verify pricing at point of receipt matches the correct price from the Vendor's proposal.

The following fields shall be included on all invoices, as relevant:

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

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

6.3 POST AWARD PROJECT REVIEW MEETINGS

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

6.4 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.

6.5 PERIODIC MONTHLY STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated University Contract Lead on a monthly basis. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within thirty (30) 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.

6.6 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.

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.

6.7 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 six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 CONTRACT CHANGES

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

6.10 PIGGYBACKING OPTION

Other UNC System schools may utilize this solicitation and subsequent award to satisfy mandated competition requirements. The other institutions shall be individually responsible for their obligations with the awarded Vendor. Likewise, Vendor shall be responsible directly to the institutions in any ensuing contract. The University of North Carolina at Charlotte makes no representations, guarantees, or warranties regarding any contract made between awarded Vendor and other UNC System institutions.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

ATTACHMENTS B THROUGH I CAN BE ACCESSED FROM THIS LINK:

https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms

ATTACHMENT A: FINANCIAL PROPOSAL

Complete and return the Pricing associated with this RFP, which can be found in the Excel file labeled Attachment A at the following link:
https://drive.google.com/drive/folders/1iiZt5akf3jDUZL7G1Lu5jnWuvmHFYwJl?usp=sharing

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors are incorporated herein by this reference.

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions are incorporated herein by this reference.

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference form.

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor form.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition form.

ATTACHMENT I: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Complete both the Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL.

ATTACHMENT J: CATEGORY DEFINITION SCHEDULE

Attachment J can be accessed at the following link:
https://drive.google.com/drive/folders/1iiZt5akf3jDUZL7G1Lu5jnWuvmHFYwJl?usp=sharing

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