



**UNC
GREENSBORO**

UNIVERSITY OF NORTH CAROLINA GREENSBORO

Request for Proposal #: 69-2939

Jackson Library: Collection, Removal and Storage of Books and Folios

Date of Issue: August 23rd, 2024

Proposal Submission Deadline: September 25th, 2024 at 2:00PM ET

Direct all inquiries concerning this RFP to:

Anthony S. Kilar

Assistant Director of Procurement Services

Email: askilar@uncg.edu

Phone: (336) 334 - 4463



UNC GREENSBORO

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Request for Proposal

69-2939

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>

ONLY Electronic responses via eVP will be accepted for this solicitation.

STATE OF NORTH CAROLINA

University of North Carolina Greensboro

Refer <u>ALL</u> Inquiries regarding this RFP to: <i>Anthony S. Kilar</i> <i>Assistant Director of Procurement Services</i> <i>Email: askilar@uncg.edu</i> <i>Phone: (336) 334-4463</i>	Request for Proposal #: 69-2939
	Proposals will be publicly opened (virtually): September 25th, 2024 at 3:00PM via Microsoft Teams <i>(Meeting Login Information contained in Section 2.4 below)</i>
Using Agency: UNC Greensboro	Description: 78131804 Document Storage Services
Requisition No.: TBD	

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:

Proposal Number: 69-2939

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least ninety 90 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 University of North Carolina Greensboro)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) is to obtain proposals from vendors capable of providing large volume book and other folios collection, removal, storage and return services for the University of North Carolina Greensboro Department of Facilities Design and Construction, in conjunction with University Libraries.

Located on the University's campus, the Walter Clinton Jackson Library houses a collection of approximately 1.2 million printed books, federal and state documents, as well as other printed materials. In an effort to modernize and provide an enhanced learning environment for students, the library is scheduled to undergo a multi-million-dollar renovation beginning in early 2025. The collection and removal of these materials as described in this solicitation is to be completed in advance of planned construction / renovations to the Jackson Library; and storage of the volumes will be required for an anticipated period of approximately nineteen (19) months before return.

Vendors interested in submitting a response to this solicitation are urged and cautioned to review the project schedule outlined in Section 5.0 Scope of Work, to ensure that they are capable of performing the work within the specified timeframe. A mandatory site visit will be hosted by the University so that prospective vendors may apprise themselves of the scope of the project and its requirements.

The intent of this solicitation is to award an Agency Specific Contract for the sole purpose of performing the work as specified.

1.1 CONTRACT TERM

Any contract resulting from award of this solicitation will be for the sole purpose of performing the work described, herein. While the anticipated period of performance is for a term of approximately nineteen (19) months, the University may require additional flexibility dependent upon construction schedules. Please note that this specific work should be initiated and completed within the specified timeframe described in Section 5.0 Scope of Work.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	UNCG	August 23 rd , 2024
Hold Pre-Proposal Meeting	UNCG	September 6 th , 2024 at 2:00PM
Submit Written Questions	Vendor	September 10 th , 2024 no later than 12:00PM
Provide Response to Questions	UNCG	On or about September 13 th , 2024
Submit Proposals via NC eVP	Vendor	September 25 th , 2024 no later than 2:00PM
Virtual Bid Opening via MS Teams	UNCG	September 25 th , 2024 at 3:00PM Time: September 25 th , 2024 at 3:00PM ET Microsoft Teams Meeting ID: 267 385 450 904 Microsoft Teams Passcode: Uo4HnD Call-In (Audio Only): 336-790-7381 Phone Conference ID: 446 058 988 #
Contract Award	UNCG	On or about October 15 th , 2024

2.5 MANDATORY PRE-PROPOSAL CONFERENCE

Date: September 6th, 2024

Time: 2:00PM Eastern Time

Location: Walter Clinton Jackson Library
320 College Avenue, Room 177A
Greensboro, NC 27402

Contact Name: T.O. (Buddy) Hale

Contact Email: tohale@uncg.edu

Contact Phone: (336) 334 -4431

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

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

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

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

2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to **Anthony Kilar at askilar@uncg.edu** by the date and time specified above. Vendors should enter “RFP # 69-2939 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 University’s response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: 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.

North Carolina eVP – Bid Submission Instructions

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

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

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

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Submittal Requirements of this RFP to include:
 - o Vendor's Project Organization and Technical Approach (Reference Sections 5.2 and 5.3)
 - o Demonstration of Vendor's Experience and Qualifications (Reference Section 4.5)
 - o Demonstrated ability to meet project schedule requirements (Reference Section 5.0)
 - o Copies of Insurance Policies (Reference Sections 4.10 and 5.1.8)
- e) Completed version of ATTACHMENT A: COST PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: TAXPAYER INFORMATION REQUEST FORM

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 # 69-2939 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 University 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 University'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 University 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 University to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled 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 University will conduct a One-Step evaluation of Proposals:

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

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

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

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

Upon completion of the evaluation process, the University will make award(s) based on the evaluation and post the award(s) to the 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 University.

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

3.4 EVALUATION CRITERIA

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

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 University 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 University.

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

1. Vendor's Project Organization and Technical Approach (Reference Sections 5.2 and 5.3)
2. Demonstration of Vendor's Experience and Professional References (Reference Sections 4.5 and 4.6)
3. Cost Proposal

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the University 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 University:

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

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

INVOICES MAY NOT BE PAID UNTIL THE WORK HAS OCCURRED AND THE SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is University 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 University's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

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

4.6 REFERENCES

Vendor shall provide at least 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 University 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 University.

VENDOR BACKGROUND CHECK AGREEMENT

If requested, Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the University in order to perform Services under this Contract:

☐ YES ☐ NO

4.8 PERSONNEL

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

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

4.9 VENDOR'S REPRESENTATIONS

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

4.10 AGENCY INSURANCE REQUIREMENTS

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

☐ Contract value in excess of \$1,000,000.00

5.0 SCOPE OF WORK

5.0.1. BASIC DESCRIPTION:

- a) This work involves the removal, storage, and reshelving of approximately 560,000 Books and Folios of various sizes located at UNCG's Jackson Library. The volumes are housed on nine (9) floors of the Library's "Tower" and must be removed in advance of planned construction renovation activities. The volumes will return and be reshelved per coordination with the University upon the completion of the Tower's renovation.

5.0.2. REMOVAL SCHEDULE:

- a) All Work (materials, equipment, and labor) associated with removing and boxing of the Library's Collection of books and folios will begin promptly on Monday, December 16th, 2024, and must be completed no later than 5:00 PM on Friday, January 31st, 2025.
 - i) NOTE: The University will be closed from Tuesday, December 24th, 2024, through Wednesday, January 1st, 2025. No work can take place during this time. Work can resume on Thursday, January 2nd, 2025.
 - ii) Work shall typically occur during normal business hours of 8:00 AM to 5:00 PM, Monday to Friday, unless negotiated and approved in advance by the University.
 - iii) All requests for schedule changes must be submitted to the University Contact a minimum of 48 hours in advance.

5.0.3. TRAINING SESSIONS:

- a) Part 1 (Removal): On the first day of Work to remove collection, all Vendor employees involved with placing Books and Folios in storage boxes will be required to attend a training session led by Library Staff.
- b) Part 2 (Return): On the first day of reshelving the books, all Vendor employees involved with reshelving the Books and Folios will be required to attend a training session led by Library Staff.

5.0.4. Part 1 - COLLECTION REMOVAL:

- a) Place all Books and Folios in properly labeled storage boxes.
- b) Books and Folios shall be boxed separately.
- c) The outside of each box shall be labeled with the following information:
 - i) a unique box identification number
 - ii) Property of UNC Greensboro
 - iii) Call Number for the first Book and/or Folio placed into box and the Call Number for the last Book and/or Folio added to the box. This should depict a clear range of collection materials contained within each packed box.
 - (1) For this work, a 'Call Number' is defined as all numbers and letters to the left side of the decimal.
- d) Example Box Label:

Box #1
 Property of UNC Greensboro
 Call # A45 - A89
- e) TRACKING SPREADSHEET: A Microsoft Excel spreadsheet shall be created by the vendor that captures the data of each and all Box Labels. The data for each box shall be sortable and searchable by beginning call number, ending call number, and/or Box number. A copy of the electronic file will be provided to the University for record and use.
- f) REMOVAL GUIDELINES: Books shall be removed and placed in boxes by starting at the top left of each shelving until. Each section of shelves is separate, book/folio removal will be one shelf at a time, from left to right, top to bottom.
- g) ELEVATOR USAGE & ACCESS: The three existing elevators in the Library Tower, and the existing Loading Dock, may be used to move the boxes to the transport trucks. The vendor is responsible for protecting all elevator door surfaces and cab interior finishes.

5.0.5. TRANSPORT & STORAGE FACILITIES:

- a) Transport the boxes containing the Books and Folios to bonded and insured warehouses in enclosed trucks. An electronic list (PDF or Excel file) of all boxes stored with warehouse location identified, must be provided to the University. The Chain of Custody shall be maintained at all times.

5.0.6. STORAGE CONDITIONS:

- a) Store the boxes in a proper storage environment suitable for the protection of Books and Folios for approximately 19 months. The storage environment shall maintain a temperature range of 60 to 80 degrees Fahrenheit and 40 to 60% humidity.
 - i) Boxes shall not be placed directly on a floor, a raised system to support boxes shall be implemented.
 - ii) Boxes should be double walled.
- b) While in storage, the books will not be available for circulation/retrieval.

5.0.7. Part 2 - COLLECTION RETURN:

- a) RETURN SCHEDULE: A nineteen (19) month storage duration is anticipated. All work associated with the returning and reshelfing shall be complete in six (6) weeks from the starting date provided by the University.
- b) All stored Books and Folios shall be returned to the Library Tower and reshelfed per University's instructions. The boxes may be directed to floors differently from the removal. The Library Collection may be reshelfed in a different order than at the time of removal and will be provided by the University Library in advance of the reshelfing begin date. The University will provide identified estimated Call Numbers and locations to return to floors 3 through 8.
- c) Employees of the Vendor shall attend a training session as described on first day of on-site activities.
- d) RESHELVING GUIDELINES: Books and Folios shall be returned and reshelfed in the Library Tower in accordance with directions to be provided by the University.
- e) All empty boxes, debris, etc. shall be removed by the Vendor.

5.0.8. SUBMITTALS:

- a) The Vendor shall provide copies of all insurance policies: vehicle, workers compensation, bonded and insured warehouse(s), etc. and obtain University approval in advance of the onsite start dates.
- b) Prior to start of on-site work, submit product information and one (1) Double Wall Box in each proposed size for review and approval by the University.
- c) Prior to start of on-site work, submit a sample box label and printed example of the Tracking Spreadsheet items to be implemented for this work.

5.1 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.

5.2 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.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

The University contact for this effort is FDC Project Manager T.O. (Buddy) Hale:

Email: TOHALE@uncq.edu

Phone: (336) 334-4431

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the University, may be required to meet monthly with the University for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and University 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 University encourages the Vendor to identify opportunities to reduce the total cost the University. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 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 University's authorized representative.

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

6.5 FAITHFUL PERFORMANCE

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

1. Performance Bond or Similar Assurance:

The Vendor shall provide a performance bond equivalent to 10% of the contract value. This bond will ensure the faithful performance of all contract obligations. The bond must be secured and submitted to the Library within 10 days of contract signing.

2. Liquidated Damages:

In the event of a delay or failure to perform any obligations as specified in this contract, the Vendor shall be liable for liquidated damages in the amount of \$500 per day. This amount is agreed upon as a reasonable estimation of the damages the Library would incur due to delays or non-performance.

3. Withholding Final Payment:

The final payment of 10% of the total contract value will be withheld until the Library has conducted a thorough inspection and accepted the final deliverable, ensuring all books are safely removed, stored, and returned as per the contract specifications.

4. Other Provisions Assuring Performance:

a. Progress Reports: The Vendor shall submit bi-weekly progress reports detailing the status of the book removal and storage process. These reports must include any issues encountered and steps taken to resolve them.

b. Quality Assurance: The Vendor must adhere to a quality assurance plan approved by the Library. This plan will outline the procedures for handling, transporting, and storing the books to prevent any damage or loss.

c. Insurance: The Vendor shall maintain insurance coverage, including liability and property damage insurance, with limits of not less than \$1,000,000 per occurrence. Proof of insurance must be submitted to the Library prior to commencement of work.

d. Subcontractor Approval: Any subcontractors proposed by the Vendor must be approved by the Library. The Vendor will remain responsible for ensuring that any subcontractors adhere to all performance requirements stipulated in this contract.

6.6 DISPUTE RESOLUTION

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

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

6.7 CONTRACT CHANGES

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

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

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

ATTACHMENT A: COST PROPOSAL

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

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

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

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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

ATTACHMENT H: TAXPAYER INFORMATION REQUEST FORM

Complete, sign, and return the Taxpayer Information request form which can be found at the following link:

<https://accountspayable.uncg.edu/wp-content/uploads/UNCG-Taxpayer-Information-Form-Revision-03.22.2023.pdf>

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

ATTACHMENT A: COST PROPOSAL**Furnish and Deliver:**

Vendor to provide all labor and materials to complete the services in accordance with Section 5.0 of this Solicitation:

Any additional information regarding cost breakdown, shall also be accepted for evaluation.

Description	Est. Cost
Removal Schedule (Section 5.0.2)	\$
Training (Section 5.0.3)	\$
Part 1 Collection Removal (Section 5.0.4)	\$
Transport & Storage Fees (Section 5.0.5) Storage Conditions (Section 5.0.6)	\$
Part 2 Collection Return (Section 5.0.7)	\$
Submittals (Section 5.0.8)	No Cost
Total Project Cost	\$