

# **STATE OF NORTH CAROLINA**

**Vance-Granville Community College**

**Request for Proposal #: 129-03312026**

**BEVERAGE VENDING SERVICES**

**Date of Issue: March 31, 2026**

**Proposal Due Date: April 24, 2026**

**at 2:00 PM ET**

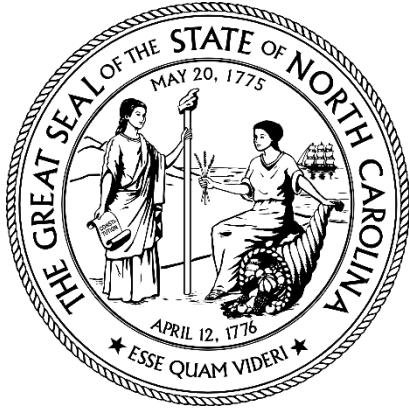
**Direct all inquiries concerning this RFP to:**

Priscilla Lewis

Purchasing Agent

Email: [lewisp@vqcc.edu](mailto:lewisp@vqcc.edu)

Phone: 252-738-3221



## STATE OF NORTH CAROLINA

### Request for Proposal #

**129-03312026**

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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.**

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Vendor Name

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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>

## Vance-Granville Community College

|   |  |
|---|--|
| <b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b><br>Priscilla Lewis<br><a href="mailto:lewisp@vgcc.edu">lewisp@vgcc.edu</a><br>252-738-3221 | <b>Request for Proposal #:</b> 129-03312026  |
|   | <b>Proposal Due Date:</b> April 24, 2026 at 2:00 PM ET   |
| <b>Using Agency:</b> Vance-Granville Community College  | <b>Commodity No. and Description:</b> 901019 Food & Beverage Equipment Rental or Leasing & Maintenance Service |

**EXECUTION**

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

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

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

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

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

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

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

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

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

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

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

**VALIDITY PERIOD**

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

**ACCEPTANCE OF PROPOSAL**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2026, as indicated on the attached certification, by \_\_\_\_\_.

(Authorized Representative of Vance-Granville Community College)

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## **1.0 PURPOSE AND BACKGROUND**

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Vance-Granville Community College (“the College”) requests proposals from qualified, experienced, and sustainable vendors who will partner with the College to provide traditional beverage vending machines containing a variety of beverage products at designated sites and locations. The College operates four attractive campuses, one in each county: Main Campus in Vance County, South Campus in Granville County (between Creedmoor and Butner), Franklin Campus in Franklin County (just west of Louisburg), and Warren Campus in Warren County (Warrenton). Please reference Attachment H: Current Vending Machine Locations of this solicitation for site and building locations, types of machines, and expected volumes.

The College is a multi-campus institution serving Vance, Granville, Franklin, and Warren counties. The Fall 2025 student enrollment was 5,449 students total. As of October 2025, there are 216 full-time and 177 part-time employees across all campuses.

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

### **1.1 CONTRACT TERM**

The current beverage vending services contract expires on May 31, 2026, with the new contract commencing on June 1, 2026, and contingent upon the complete removal of the current contractor’s equipment and their express permission.

The term of the contract resulting from this solicitation shall have an initial term of three (3) years. The final contract term, including any renewal structure, will be determined during contract negotiation.

At the end of the initial contract term, the College shall have the option, in its sole discretion, to renew the contract on the same or more favorable terms for up to two (2) additional one-year terms. The College will give the Vendor written notice of its intent to exercise each option no later than ninety (90) days before the end of the contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the College reserves the right to extend the contract after the last active term.

## **2.0 GENERAL INFORMATION**

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### **2.1 REQUEST FOR PROPOSAL DOCUMENT**

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

### **2.2 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 College 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 College 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 College 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 College 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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

**2.3 RFP SCHEDULE**

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

| Event                         | Responsibility | Date and Time                |
|-------------------------------|----------------|------------------------------|
| Issue RFP                     | College        | March 31, 2026               |
| Submit Written Questions      | Vendor         | April 14, 2026 at 5:00 PM ET |
| Provide Response to Questions | College        | April 17, 2026 at 3:00 PM ET |
| Proposal Due Date             | Vendor         | April 24, 2026 at 2:00 PM ET |
| Contract Award                | College        | April 30, 2026               |
| Contract Effective Date       | College        | June 1, 2026                 |

**2.4 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 [lewisp@vqcc.edu](mailto:lewisp@vqcc.edu) by the date and time specified above. Vendors should enter “RFP # 129-03312026 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 College’s response, and any additional terms deemed necessary by the College 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 College 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.

**2.5 PROPOSAL SUBMITTAL**

**IMPORTANT NOTE: This is an absolute requirement.** Late proposals, 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.

All proposal responses shall be submitted sealed, subject to the conditions made a part hereof and the receipt requirements described below, and shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

| <b>[By Mail]</b>   | <b>[By Any Other Method]</b>   |
|--|--|
| <b>Mailing address for delivery of proposal Via US Postal Service</b>  | <b>Office Address of delivery by any other method (special delivery, overnight, or other carrier)</b>  |
| <p><i>PROPOSAL NUMBER: 129-03312026</i><br/> <i>Vance-Granville Community College</i><br/> <i>Attn: Priscilla Lewis, Purchasing Agent</i><br/> <i>P.O. Box 917</i><br/> <i>Henderson, NC 27536</i></p> | <p><i>PROPOSAL NUMBER: 129-03312026</i><br/> <i>Vance-Granville Community College</i><br/> <i>Attn: Priscilla Lewis, Purchasing Agent</i><br/> <i>200 Community College Road</i><br/> <i>Henderson, NC 27537</i></p> |

**CAUTION:** All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery method. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, email, or uploading in response to this RFP shall NOT be accepted.**

- (a) Submit **one (1) signed, original executed** proposal response to the address identified in the table above.
- (b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

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 College 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 deliver 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 proposal submittal due date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

## 2.6 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 College rejecting Vendor's proposal, in the College's sole discretion.

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

- a) **Cover Letter**, which must contain the following:
  - i. a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP,
  - ii. a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and
  - iii. Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) **Title Page**: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) **Vendor-Executed RFP**: The original RFP document must be returned in its entirety, including all standard terms and conditions. The following must be fully completed within the body of the RFP:
  - i. Execution Pages (pages 2-4): Signed and dated by an authorized representative.
  - ii. Section 4.6.1: Background Check requirements.
  - iii. Section 4.12: NC Secretary of State Registration status.
  - iv. Section 6.1: Designated Contract Manager and Customer Service contact details.
- d) Signed receipt pages of any **Addenda** released in conjunction with this RFP, if required to be returned.
- e) **Vendor's Proposal** addressing all Specifications of this RFP. Vendor's Proposal shall be limited to twenty-five (25) pages, exclusive of the RFP and required attachments. If the Proposal exceeds this page limit, only the first twenty-five (25) pages will be evaluated.
  - i. Experience & Qualifications
  - ii. Product Plan (including 30% healthy option strategy and sample 30-day rotation plan)
  - iii. Technology & Security Plan (telemetry, cashless reliability, PCI-DSS)
  - iv. Operational Plan (service frequency, maintenance response times, scaling to new facilities)
  - v. Responses to Questions (Section 4.10).
- f) Completed version of **ATTACHMENT A: FINANCIAL PROPOSAL**, including the Retail Pricing List, Commission Structure, and itemized Incentives with assigned dollar values.
- g) Completed version of **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**
- h) Completed version of **ATTACHMENT E: CUSTOMER REFERENCE FORM**
- i) Completed version of **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**
- j) Completed and signed version of **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**
- k) Signed, redacted copy of Proposal (if applicable)

## 2.7 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the

RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # \_\_\_\_\_ for 'NAME OF VENDOR'". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## **2.8 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**

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### **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the College 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 College'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. The College will award this contract to the vendor it deems to provide the best value. Under a best value methodology of award, all proposals are compared as to each relevant factor and the relative strengths and weaknesses of each proposal are traded-off to determine the best one over-all.

Specifically, for this solicitation, the College reserves the right to award a Contract to a single Vendor for all services, or to make separate awards to different Vendors if it is considered to be most advantageous to the College to do so.

The College 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 Section VI, Paragraph 28 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 College 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 College 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 College.

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.

Following evaluation, recommendations for contract award will be based on the criteria and priorities stated in this RFP, including but not limited to quality, value, vendor reputation, administrative efficiency, commission structure, and proposed incentives.

The College retains full and sole discretion to:

- Select from among the recommended proposals;
- Review any or all proposals beyond those recommended;
- Request additional information or make an award that the College determines to be in its best interest; or
- Reject any or all proposals, in whole or in part, for any reason.

Upon completion of the evaluation and selection process, the College 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 College.

While the College will evaluate proposals independently, it reserves the right to prioritize a single-vendor solution to maximize administrative efficiency and service consistency.

### 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 College:

1. **Quality, Variety, and Freshness of Products:** Assessment of the proposed product mix, including compliance with the healthy option strategy, brand names, and the vendor’s plan for inventory optimization.
2. **Vendor Reputation & Longevity:** Evaluation of the vendor’s experience with similar institutions, financial stability, and references.
3. **Cost Proposition to Consumers:** The competitiveness of the pricing for students and staff.
4. **Commission Rates:** The percentage of gross sales returned to the College.
5. **Other Incentives:** Scholarship contributions, signing bonuses, equipment upgrades, or marketing support.
6. **Administrative Efficiency:** Ease of reporting, cashless payment reliability, the vendor’s ability to minimize 'shrinkage' in micro-markets, and the demonstrated capacity to scale services to new facilities.

### 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 College 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 College:

- a) Total cost to the College
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the College’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the College’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the College’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 College; 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 College will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the College’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 College 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 College 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 pricing shall include three components: Retail Product Pricing, Commission Rates, and Additional Incentives.

##### A. Retail Product Pricing

Retail Product Pricing must be provided using the structure and item categories in ATTACHMENT A, Part 1: Core Product Pricing (Traditional Vending).

Pricing must adhere to the following requirements:

- a. Proposed prices must align with prevalent retail prices in the local area.
- b. Prices must accommodate a range of price points suitable for the College's diverse student and employee population.
- c. Future retail price increases require written approval from the College and relevant market justification.
- d. Vendors must also submit a complete Full Product Listing as required in ATTACHMENT A, Part 2, including product names, brands, package sizes, and proposed retail prices.

##### B. Commission Rates

Vendors shall propose a flat commission percentage based on Gross Sales, as required in ATTACHMENT A, Part 3: Commission Structure. If tiered commissions are proposed, they must be transparent and fully explained within the proposal.

##### C. Additional Incentives

Vendors may propose additional financial or in-kind incentives as outlined in ATTACHMENT A, Part 4: Incentives. Vendors must assign a specific monetary dollar value to each individual incentive offered.

The pricing, commission rates, and additional incentives provided in **ATTACHMENT A: FINANCIAL PROPOSAL**, or resulting from any negotiations, are incorporated herein and shall become part of any resulting Contract.

#### 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 College 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 College 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 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**.

#### 4.4 VENDOR EXPERIENCE

In its Proposal, the Vendor shall demonstrate at least five (5) years of experience providing comprehensive beverage vending services to public or private sector clients of similar size and complexity to the College. The Vendor shall provide an organizational chart and detailed information regarding the qualifications of the executive and managerial personnel to be assigned to this account. This should include specific experience managing high-traffic locations and multi-site logistics.

#### 4.5 REFERENCES

The Vendor shall provide at least three (3) references from clients for whom it has provided services of similar size and scope to those proposed herein within the last three years. Ideally, at least one reference should be a higher education institution. References shall be submitted using **ATTACHMENT E: CUSTOMER REFERENCE FORM**. References shall not be from the same company as the Vendor or from Vance-Granville Community College. The College shall contact these users to determine whether the Services provided were similar in scope and whether the Vendor's performance was satisfactory. The information obtained shall be considered in the Evaluation Process as described in Section 3.4.

#### 4.6 BACKGROUND CHECKS

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

- 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.
- f) Any **sex offender registration** as found using the North Carolina Department of Public Safety Offender Public Information or similar Services.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the College 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.

**4.6.1 VENDOR BACKGROUND CHECK AGREEMENT**

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 College in order to perform Services under this Contract:

YES  NO

**4.7 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 College. 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 College will approve or disapprove the requested substitution in a timely manner. The College may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the College may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

All Vendor personnel shall conduct themselves in a professional manner while on College premises. All personnel shall wear uniforms or visible identification clearly identifying them as Vendor employees at all times. Personnel performing services under this Contract shall be employees or authorized agents of the Vendor and shall not be deemed employees, agents, or representatives of the College or the State of North Carolina for any purpose.

**4.8 SUBCONTRACTORS**

No portion of the work shall be subcontracted without prior written consent of the College. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid 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.

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

**4.10 QUESTIONS TO VENDORS**

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and should not include generic marketing materials.

- Describe your specific strategy for ensuring that at least 30% of your product mix consistently meets 'better-for-you' or healthy standards.
- How does your company monitor and manage fresh product? Describe your process for ensuring that fresh product are rotated to minimize waste while maximizing availability.
- Provide a detailed overview of your telemetry and remote monitoring systems. How do you use this data to prevent 'empty machine' complaints and ensure 95% uptime?
- Confirm that your payment systems are fully PCI DSS compliant and describe your process for handling and resolving student refund requests.

**4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

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

**4.12 SECRETARY OF STATE REGISTRATION**

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 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award.

No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, 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.

Vendor registered with the North Carolina Secretary of State:  YES  NO

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

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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.

**5.1 GENERAL**

The College seeks a qualified Vendor to provide comprehensive beverage services delivered through traditional vending machines across multiple campus locations. The purpose of this RFP is to secure reliable, high-quality, diverse, and affordable beverage options for students, employees, and visitors, supported by modern technology, operational efficiency, and strong service performance.

The Vendor shall provide all necessary equipment, installation, stocking, operation, maintenance, and ongoing support to perform the services described in this Section. These services must meet the stated commencement and installation deadlines and must ensure consistent availability throughout the College’s operational hours.

For reference, a complete listing of the College’s current vending machines and their locations is provided in ATTACHMENT H: CURRENT VENDING MACHINE LOCATIONS.

## 5.2 SPECIFICATIONS

The following Specifications define the required characteristics of the Goods and Services to be delivered, including the Scope of Work, performance expectations, product standards, equipment and technology requirements, and excluded activities. These Specifications enable Vendors to understand all obligations associated with the resulting contract.

### 5.2.1 SCOPE OF WORK OVERVIEW

The College seeks services delivered through traditional vending machines as follows:

#### A. Traditional Vending Machines Model:

##### Equipment Requirements

- Vendor must provide all vending machines and equipment at no cost to the College.
- Machines must meet ENERGY STAR or equivalent efficiency standards.
- Machines must include telemetry (inventory monitoring, machine health, cashless reporting).
- Payment readers must support chip, swipe, and contactless/tap payments and be PCI-DSS compliant.

##### Stocking and Freshness Requirements

- Machines must be stocked with fresh, high-quality, unexpired products.
- Temperature-controlled units with automated logging.
- Minimum stocking frequency:
  - High-turnover: daily or every other day
  - Moderate-volume: at least twice weekly
  - Low-volume: as needed to prevent outages

##### Placement and Collaboration

- Vendor shall collaborate with the College on machine placement and product balancing.
- Machines may be removed if sales fall to  $\leq 50\%$  of median machine sales for six consecutive months, subject to College approval.

#### B. General Service Requirements

- Vendor shall maintain 95% uptime across all machines and markets.
- Service call response times shall be:
  - 4 hours for major failures (machine down, payment failure, refrigeration failure)
  - 24 hours for all other issues
- Refund processes must be clearly posted and easy to access.
- Vendor must provide services whenever College facilities are open, including non-instructional periods.
- Co-branding opportunities (e.g., machine wraps, signage, digital displays) are encouraged for both models and are subject to College approval.
- Vendor must install equipment in new buildings as they come online.

**C. Delivery and Installation Requirements**

- The Vendor shall be responsible for whatever connections are necessary for equipment hook-up. Any modification to existing outlets required or requested shall be coordinated and approved in advance by the Director of Plant Operations for the College.
- Vendor is responsible for all site restoration and any damages caused during delivery, installation, service, or removal.

**5.2.2 PRODUCT SPECIFICATIONS**

The Vendor shall provide beverage products that meet the quality, freshness, nutritional, and assortment expectations described in this Section.

**A. Vending Product Requirements**

- Must include a diverse selection of beverage items as appropriate.
- Product mix must support freshness and stocking standards described above.

**B. General Product Requirements**

- Vendor must optimize product mix using sales data and rotate slow-moving items.
- The College reserves the right to request adjustments to product mix at any time.

The Vendor must provide an initial product catalog that adheres to the specific category requirements, healthy option percentages, and freshness standards defined in this section. The College reserves the right to approve, reject, or request alternatives for any item prior to contract execution and at any time during the term.

**5.2.3 TECHNOLOGY AND EQUIPMENT REQUIREMENTS**

The following technology and equipment requirements apply. These standards define the baseline performance, energy efficiency, payment security, and monitoring capabilities required of all vending machines provided under this contract.

- All vending equipment must meet current ENERGY STAR or equivalent efficiency standards.
- All payment devices must be PCI-DSS compliant.
- Telemetry is required for vending machines.
- All equipment must comply with applicable federal, state, and local safety regulations.

**5.2.4 EXCLUSIONS**

Any contract arising out of this solicitation shall not include exclusive rights to, nor shall it bar any other vendor from providing, services involving the following:

- Food or beverage trucks
- Catering on campus or at College events
- The sale of beverages by:
  - the College’s bookstore vendor within spaces operated by the bookstore vendor, or
  - the College, its foundation, or any of its student or employee organizations in connection with fundraising or other similar activities, or
  - the College’s culinary instructional program

### 6.0 CONTRACT ADMINISTRATION

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

#### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the College a contract manager. The contract manager shall be the College’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 College a point of contact for customer service. The customer service point of contact shall be the College’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 PAYMENTS TO THE COLLEGE

All financial obligations under this contract shall flow from the Vendor to the College.

- The Vendor shall pay the College the agreed-upon commission percentages on a monthly basis. Payments must be accompanied by the detailed sales reports required in Section 6.5.
  - Commissions received after the 15th of the month are subject to a 5% late filing penalty.
  - Late filing for two (2) consecutive months or for three (3) months within any 12-month period is deemed sufficient grounds for the College to terminate the contract for cause.
- Any monetary incentives offered (e.g., scholarship contributions to the College Foundation) shall be paid annually or as specified in the Financial Proposal.

The Vendor shall maintain complete, accurate, and auditable accounting records of all sales activity. All machines must be equipped with tamper-proof electronic record-keeping devices to facilitate the collection of sales records. For audit purposes, commission payments must be based on these electronic sales records; manual stocking records maintained by route technicians shall not be used as the primary source for sales verification.

### 6.3 BUSINESS REVIEW MEETINGS

The Vendor, at the request of the College, shall be required to meet quarterly with the College for Business Review meetings. The purpose of these meetings will be to review status reports, discuss Vendor and College 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 College encourages the Vendor to identify ongoing opportunities to enhance the value of the partnership. A continuous improvement effort shall consist of proactive strategies to increase business efficiencies, student satisfaction, and College revenue as performance progresses. These efforts shall include, but are not limited to:

- **Revenue Optimization:** Regularly identifying opportunities to increase commissions through data-driven product rotation and the replacement of slow-moving items.
- **Product Innovation:** Proposing new "better-for-you" or trending product offerings that reflect changing student preferences and dietary trends.
- **Technology Upgrades:** Evaluating the feasibility of deploying new autonomous vending technology as new buildings come online.
- **Sustainability & Efficiency:** Identifying ways to reduce the total cost of ownership through energy-efficient equipment and streamlined delivery routes to minimize campus traffic.
- **Feedback Integration:** Actively incorporating student and employee feedback collected via the Business Review Meetings into the operational plan.

### 6.5 MONTHLY STATUS REPORTS

The Vendor shall provide comprehensive electronic reports to the designated Contract Lead on a monthly basis and a consolidated annual summary. These reports shall be well-organized, provided in an editable format (such as Excel), and must include, at a minimum:

- **Sales Data:** Detailed gross sales by individual machine/market location and by product category.
- **Commission Summary:** Calculation of the College's commission based on gross sales, clearly itemizing any tiered structures as proposed in the Financial Proposal.
- **Operational Performance:**
  - Service Logs: Record of all restocking visits and preventative maintenance.
  - Uptime & Downtime: Report on machine/market availability, including response times for all service calls.
  - Freshness Data: Discard logs for beverage items and rotation schedules to ensure "better-for-you" variety standards are met.
- **Price Change Requests:** A formal written request for any retail price adjustments. Requests must include the current price, proposed price, and market justification. No price changes shall be implemented without prior written approval from the College.
- **Relocation Requests:** A summary of any requested machine or market moves, including the current location, proposed new location, and supporting data (e.g., low sales volume or campus traffic shifts).

- **Incentive Tracking:** A status update on non-commission incentives, such as scholarship contributions paid to the Foundation or donated products provided for College events.
- **Continuous Improvement:** A brief summary of any identified issues (real or anticipated) and proposed adjustments to the product mix to maximize student satisfaction and sales volume.

## 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 Manager.

The College shall have the obligation to notify Vendor, in writing ten (10) calendar days following the installation of any equipment or delivery of a specific project described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable (e.g., equipment does not meet Energy Star standards or telemetry requirements). Acceptance by the College 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.

## 6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation and is not renewed or is canceled for any reason, the Vendor shall provide transition assistance for up to sixty (60) days. This ensures services continue without interruption while a new vendor installs equipment.

During this period, the Vendor shall:

- Maintain all service levels, including restocking and repair response times.
- Coordinate a phased removal of equipment with the College and the incoming vendor to ensure no location is left without service for more than 24 hours.
- Transfer all historical sales data and machine-specific telemetry reports to the College in an editable format (such as Excel) to assist in the setup of the new contract.

## 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 College's Contract Manager for resolution. Any claims by the College 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 College and Vendor. Amendments to the contract can only be through the contract administrator.

## 7.0 ATTACHMENTS

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

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

#### **ATTACHMENT A: FINANCIAL PROPOSAL**

Complete and return the Pricing associated with this RFP in the tables below.

#### **PART 1: CORE PRODUCT PRICING**

Provide pricing for the following baseline items to allow for a consistent price-point comparison. These prices will serve as the maximum initial rates for these categories.

##### **TRADITIONAL VENDING**

| Category      | Representative Item                                   | Proposed Price |
|---------------|---|----------------|
| <b>Soda</b>   | 20 oz. Name Brand (e.g., Coke/Pepsi)                  | \$             |
| <b>Water</b>  | 20 oz. Purified Water (e.g., Dasani/Aquafina)         | \$             |
| <b>Energy</b> | 16 oz. Energy Drink (e.g., Monster/Red Bull)          | \$             |
| <b>Coffee</b> | 13.7 - 15 oz. Bottled Coffee (e.g., Starbucks/Dunkin) | \$             |
| <b>Juice</b>  | 15.2 oz. 100% (e.g., Minute Maid/Dole/Ocean Spray)    | \$             |
| <b>Tea</b>    | 18.5 – 20 oz. (e.g., Pure Leaf, Lipton)               | \$             |

#### **PART 2: FULL PRODUCT LISTING**

In addition to the table above, the Vendor must attach a comprehensive listing of all proposed product offerings for traditional vending products. This attachment should include Product Name and Brand, Product Size, and Proposed Retail Price.

#### **PART 3: COMMISSION STRUCTURE**

Propose a flat commission percentage based on Gross Sales. While the College prefers a single commission rate for ease of administration, Vendors may propose a tiered commission rate structure per category if it is transparent and clearly explained.

| Service Model                         | Proposed Commission |
|---------------------------------------|---------------------|
| Traditional Beverage Vending Machines | %                   |

#### **PART 4: INCENTIVES**

List all additional financial or in-kind incentives offered to the College. To ensure a fair and comprehensive evaluation, the Vendor must assign a specific estimated monetary dollar value to each individual incentive offered.

| Incentive Description                | Annual Monetary Value | Total 3-Year Contract Value |
|--------------------------------------|-----------------------|-----------------------------|
| Annual Scholarship Fund Contribution | \$                    | \$                          |
| Donated Product Allowance            | \$                    | \$                          |
| Other: _____                         | \$                    | \$                          |
| <b>TOTAL INCENTIVE VALUE</b>         | <b>\$</b>             | <b>\$</b>                   |

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

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

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

## **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

**\*Failure to Complete the Following Attachments May Eliminate Your Response from Consideration\***



**ATTACHMENT D: HUB Supplemental Vendor Information**

Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

**PART I: HUB CERTIFICATION**

Is Vendor a NC-certified HUB entity?  Yes  No

If **yes**, provide Vendor #: \_\_\_\_\_

If **no**, does Vendor qualify for certification as HUB?  Yes  No

Vendors that check “yes” will be referred to the HUB Office for assistance in acquiring certification.

**PART II: PROCUREMENT OF GOODS - SUPPLIERS**

For *Goods* procurements, are you using Tier 2 suppliers?  Yes  No

If **yes**, then provide the following information:

| Company Name | Company Address | Website Address | Contact Name | Contact Email | Contact Phone | NC HUB certified? | Percent of total bid price |
|--------------|-----------------|-----------------|--------------|---------------|---------------|-------------------|----------------------------|
|              |                 |                 |              |               |               |                   |                            |
|              |                 |                 |              |               |               |                   |                            |
|              |                 |                 |              |               |               |                   |                            |

**PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS**

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation?  **Yes**  **No**

If **yes**, then provide the following information:

| Company Name | Company Address | Website Address | Contact Name | Contact Email | Contact Phone | NC HUB certified? | Percent of total bid price |
|--------------|-----------------|-----------------|--------------|---------------|---------------|-------------------|----------------------------|
|              |                 |                 |              |               |               |                   |                            |
|              |                 |                 |              |               |               |                   |                            |
|              |                 |                 |              |               |               |                   |                            |

**Need more information?**

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov)



## ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

---

Solicitation #: \_\_\_\_\_

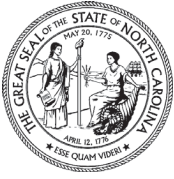
Vendor Name: \_\_\_\_\_

**Instructions:** Vendor shall use this template to submit three (3) customer references with its offer.

|  |  |
|--|--|
| Name of Customer Organization:   |  |
| Customer Reference Name:   |  |
| Customer Reference Address:  |  |
| Customer Reference Email:  |  |
| Start Date:  |  |
| End Date:  |  |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: |  |

|  |  |
|--|--|
| Name of Customer Organization:   |  |
| Customer Reference Name:   |  |
| Customer Reference Address:  |  |
| Customer Reference Email:  |  |
| Start Date:  |  |
| End Date:  |  |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: |  |

|  |  |
|--|--|
| Name of Customer Organization:   |  |
| Customer Reference Name:   |  |
| Customer Reference Address:  |  |
| Customer Reference Email:  |  |
| Start Date:  |  |
| End Date:  |  |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: |  |



## ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States?  YES  NO

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

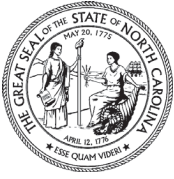
b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

---

### NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.



## ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_ (If no audit within past 18 months, explain reason below.)

- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.**

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Signature

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Date

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Printed Name

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Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**

**ATTACHMENT H: CURRENT VENDING MACHINE LOCATIONS**

| Site Location   | Building Location                  | Type of Machine | Expected Volume* |
|---|------------------------------------|-----------------|------------------|
| Main Campus<br>200 Community College Road<br>Henderson, NC 27537                  | Building 1:                        |                 |                  |
|   | 2nd Floor (Outside- Stairwell)     | Bottle Machine  | 40 Cases         |
|   | Building 2:                        |                 |                  |
|   | 1st Floor (Inside- Student Lounge) | GF Machine      | 240 Cases        |
|   | 1st Floor (Inside- Student Lounge) | Can Machine     | 50 Cases         |
|   | 1st Floor (Inside- Student Lounge) | Bottle Machine  | 120 Cases        |
|   | Building 6:                        |                 |                  |
|   | Outside- Entrance                  | Bottle Machine  | 50 Cases         |
|   | Inside- Hallway                    | Bottle Machine  | 30 Cases         |
|   | Building 7:                        |                 |                  |
| 1st Floor (Inside- Hallway)   | Bottle Machine                     | 50 Cases        |                  |
| 2nd Floor (Inside- Hallway)   | Bottle Machine                     | 50 Cases        |                  |
| Civic Center (Building 9):  |                                    |                 |                  |
| Outside- Entrance   | Bottle Machine                     | 55 Cases        |                  |
| Building 10:  |                                    |                 |                  |
| Inside- Hallway   | GF Machine                         | 90 Cases        |                  |
| South Campus<br>1547 South Campus Drive<br>Creedmoor, NC 27522                    | Building 1:                        |                 |                  |
|   | 1st Floor (Inside- Student Lounge) | Bottle Machine  | 125 Cases        |
| 1st Floor (Inside- Student Lounge)  | GF Machine                         | 125 Cases       |                  |
| Franklin Campus<br>8100 N.C. 56 Highway<br>Louisburg, NC 27549                    | Building 1:                        |                 |                  |
|   | 1st Floor (Inside- Student Lounge) | Bottle Machine  | 105 Cases        |
| 1st Floor (Inside- Student Lounge)  | GF Machine                         | 175 Cases       |                  |
| Warren Campus<br>210 West Ridgeway Street<br>Warrenton, NC 27589                  | Building 1:                        |                 |                  |
|   | 1st Floor (Inside- Student Lounge) | Bottle Machine  | 115 Cases        |
| Building 4:   |                                    |                 |                  |
| 1st Floor (Inside- Hallway)   | Bottle Machine                     | 95 Cases        |                  |
| * Volume is measured in cases of 12 and 24 individual units depending on product. |                                    |                 |                  |