



STATE OF NORTH CAROLINA

College of The Albemarle

Request for Proposal #: 91-080624

Vending Machine Services

Date of Issue: August 6, 2024

Proposal Opening Date: September 9

At 10:00AM ET

Direct all inquiries concerning this RFP to:

William DeFeo

Administrative Services Manager

Email: william_defeo@albemarle.edu

Phone: 252-335-0821



STATE OF NORTH CAROLINA

Request for Proposal

91-080624

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

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

Vendor Name

Vendor eVP#

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

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

STATE OF NORTH CAROLINA
Division of College of The Albemarle

Refer <u>ALL</u> Inquiries regarding this RFP to: William DeFeo Administrative Services Manager <u>William_defeo@albemarle.edu</u> 252-335-0821 ext. 2245	Request for Proposal #: 91-080624
	Proposals will be publicly opened: September 9, 2024 at 10:00AM
Using Agency: College of The Albemarle	Commodity No. and Description: 9010-Vending Machines
Requisition No.:	

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:

Proposal Number: 91-080624

Vendor: _____

VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:
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VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of College of The Albemarle)

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1.0 PURPOSE AND BACKGROUND

College of The Albemarle (the College) invites proposals from qualified, experienced, and sustainable vendors to collaborate in providing and servicing beverage and snack vending machines offering a variety of products at designated locations across our campuses. These include our Dare County Campus, Edenton-Chowan Campus, Elizabeth City Campus, and Currituck Campus.

Located amidst the serene landscapes of northeastern North Carolina, College of The Albemarle serves Camden, Chowan, Currituck, Dare, Gates, Pasquotank, and Perquimans counties, boasting a diverse student population. As of Fall 2023, our institution catered to over 2,900 curriculum students and over 2,400 continuing education students.

Our Dare County Campus is located in Manteo, North Carolina, featuring a comprehensive complex encompassing two buildings. These facilities offer over 56,000 square feet of space, housing classrooms, laboratories, a library, administrative offices, and student activity facilities. Noteworthy amenities include a professional arts gallery.

Meanwhile, the Currituck Campus occupies three building in Barco, North Carolina, hosting a variety of curriculum and continuing education classes and have over 95,000 square feet of space.

The Edenton-Chowan Campus is located in Edenton, North Carolina, and house the College's culinary arts program.

Our Elizabeth City Campus serves as a dynamic educational hub offering a wide range of academic programs and support services. Spread across 70 acres this campus features classrooms, specialized labs, a comprehensive library, a student center, and recreational areas. Additionally, the campus hosts various student clubs, organizations, and cultural events, fostering a vibrant campus community.

Nestled in the scenic landscapes of northeastern North Carolina, our College is conveniently accessible via US Highway 17, US Highway 158, North Carolina Highway 168 and North Carolina Route 64.

Interested vendors are invited to submit proposals adhering to the terms and conditions outlined in this RFP and any subsequent addenda. The goal of this solicitation is to establish an Agency Contract with the selected vendor.

1.1 CONTRACT TERM

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

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

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

2.0 GENERAL INFORMATION

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 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 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 College will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	College	August 6, 2024
Hold Pre-Proposal Meeting/Site Visit	College	August 13, 2024 at 10:00 AM
Submit Written Questions	Vendor	August 21, 2024 by 2:00PM
Provide Response to Questions	College	August 26, 2024 by 2:00PM
Submit Proposals	Vendor	September 9, 2024 by 10:00AM
Contract Award	College	TBD

2.5 SITE VISIT

Urged and Cautioned Site Visit

Date: 08/13/2024
 Time: 10:00 AM Eastern Time
 Location: College of The Albemarle
 1208 North Road Street
 Building A, Room 128 (business office)
 Elizabeth City, NC 27909
 Contact #: 252-335-0821 ext. 2245

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is 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 and any resulting contract.

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 william_defeo@albemarle.edu by the date and time specified above. Vendors should enter "RFP # 91-080624: 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.

2.7 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.

[eVP]

If applicable to this RFP and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

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

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

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

2.9 ALTERNATE PROPOSALS

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

2.10 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 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.

While the intent of this RFP is to award a Contract(s) to a single vendor, the College 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 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 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 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.

Upon completion of the evaluation 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.

The College 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 College.

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:

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 College 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 College.

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 College:

1. Value to students
2. Value to employees
3. Commissions paid to College of The Albemarle
4. Vendor Qualifications
5. Vendor Experience, including references

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 price shall constitute the total cost to the College 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 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 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, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the College. 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.

4.5 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 College may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.6 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 College.

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.

4.8 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.

4.9 QUESTIONS TO VENDORS

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

1. Provide a list of food options available for students and employees
 - a. We are looking to provide healthy options as well. Can you provide a list of healthy options?
2. Describe your vending process
 - a. How do you determine when product is expired?
 - b. How do you determine machines are running low on product and need to be refilled?
 - c. When there is a machine error that takes money without distributing product:
 - i. What is your process to request service?
 - ii. What is your process to refund the college?

- iii. How quickly can machine be serviced and fixed?
- 3. Will vendor utilize current spaces used for vending machine (drink and food machine next to each other)?
- 4. If new vending machines are needed, what is the process to request new equipment to be installed?
- 5. Will there be gratis product that COA will be allotted per fiscal year?
- 6. Specify the amount of commission as a percentage to be paid to the College from the total NET sales (DEFINED AS TOTAL GROSS SALES MINUS SALES TAX) for all vending machines based upon the retail price of the beverage. State the beverage description, size, price, and commission percentage you propose to pay for vending machine beverages. The Contractor shall pay the College the percentage of commission on NET sales (DEFINED AS TOTAL GROSS SALES MINUS SALES TAX) on a monthly basis within thirty (30) calendar days following the end of each month. (Reference Attachment A)
- 7. Specify the amount of commission as a percentage to be paid to the College from the total NET sales (DEFINED AS TOTAL GROSS SALES MINUS SALES TAX) for all vending machines based upon the retail price of the snack. State the snack description, size, price, and commission percentage you propose to pay for vending machine beverages. The Contractor shall pay the College the percentage of commission on NET sales (DEFINED AS TOTAL GROSS SALES MINUS SALES TAX) on a monthly basis within thirty (30) calendar days following the end of each month. (Reference Attachment A)
- 8. Specify the guaranteed annual commission. (Reference Attachment A)
- 9. Define how price increases will be determined and scheduled. (Reference Attachment A)
- 10. Provide any marketing/advertising support your organization is willing to provide to encourage product sales and volume. (Reference Attachment A)
- 11. The Contractor shall agree to be a partner and sponsor of designated College volunteers, activities, and special events that benefit the College at large. Sponsorships may include product donations. Define the nature of your organization's sponsorship (i.e. amount of donated product per year). (Reference Attachment A)
- 12. As the College's exclusive provider of carbonated and non-carbonated beverages, provide additional financial support that your organization will provide (i.e. amount of scholarships and/or cash contributions to the College's Educational Foundation). (Reference Attachment A)
- 13. As the College's provider of vending snacks, provide additional financial support that your organization will provide (i.e. amount of scholarships and/or cash contributions to the College's Educational Foundation). (Reference Attachment A)
- 14. Provide your organization's delivery schedule and means of taking product orders from the College.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

College of The Albemarle is looking for food vending and drink vending services for their students and employees. Our students and employees need access to food and drink options throughout the year. College of The Albemarle has four campus locations that will need to be serviced. Our locations are Elizabeth City, Dare, Edenton-Chowan, and Currituck.

Contracts for these vending machines can be separate contracts or one contract for each type of vending machine. The contract for food vending will begin on 10/1/2024. The contract for drink vending will begin on 10/1/2024.

Per North Carolina House Bill 67, community colleges shall make an attempt to solicit vendors to provide 100 Percent Muscadine Grape Juice in their vending machines.

5.1 GENERAL

Current snack and drink vending services include all 4 campus locations. We currently have 14 food vending machines at the following locations:

Elizabeth City-Six snack

Edenton-Chowan-Two snack

Dare-Two snack

Currituck-Three snack and one frozen

We currently have 16 drink vending machines at the following locations:

Elizabeth City-Nine drink machines

Edenton-Chowan-Two drink machines

Dare-Two drink machines

Currituck-Three drink machines

5.2 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

Item #	Specifications	Products/Service Offered Meets Specification
1	Provide snack and drink vending equipment for all four campuses.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Provide list of snacks options, including healthy options as well as frozen treats.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Provide service schedule that explains your process to make sure machine are regularly stocked.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Provide policies and procedures for refunds and malfunctioning equipment repair service requests.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	All vending machines must accept credit and debit cards.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	All vending machines must be in good working order	<input type="checkbox"/> YES <input type="checkbox"/> NO

7	Provide 100 percent Muscadine Grape Juice per House Bill 67	<input type="checkbox"/> YES <input type="checkbox"/> NO
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5.3 TASKS/DELIVERABLES

Equipment Installation: Equipment install will be scheduled and coordinated with the Administrative Services Manager.

Restocking Machines: Restocking machines will occur regularly to make sure machines do not run out of product.

Equipment Repairs: Equipment repairs will be done as needed in a timely to reduce downtime for our students and employees.

Refunds: Awarded vendor will provide refunds regularly. It is expected that the driver check in with our cashier each time the driver is on site stocking the machine to see if refunds are due.

Equipment Removal: Equipment removal will be scheduled and coordinated with the Administrative Services Manager.

5.4 PROJECT ORGANIZATION

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

5.5 CERTIFICATION AND SAFETY LABELS

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

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. 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 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 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the College, shall be required to meet periodically with the College for Project Review meetings. The purpose of these meetings will be to review project progress 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.

6.3 CONTINUOUS IMPROVEMENT

The College encourages the Vendor to identify opportunities to reduce the total cost the College. 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 Contract Administrator.

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

- Snack and/or drink options provided
- Equipment maintenance procedure
- Restocking of product schedule
- Customer Service quality

The College 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 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. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the College 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 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the College, at the option of the College, for up to 6 months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and

to facilitate the orderly transfer of such Services to the College or its designees. If the College exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The College shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 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 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.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the College 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: PRICING

Complete and return the commission rate associated with this RFP in the table below.

COLD BEVERAGE DESCRIPTION	COLD BEVERAGE SIZE	PRICE	% COMMISSION OF NET SALES (DEFINED AS TOTAL GROSS SALES MINUS SALES TAX)
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
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		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%

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SNACK DESCRIPTION	PRICE	% COMMISSION OF NET SALES (DEFINED AS TOTAL GROSS SALES MINUS SALES TAX)
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
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	\$	%
	\$	%
	\$	%

ATTACHMENT A: PRICING (Con't)

Vendor Commission Payment	YEAR 1	YEAR 2	YEAR 3
Guarantee Amount			

Define how price increases will be determined and scheduled.

The Contractor shall agree to be a partner and sponsor of designated College volunteers, activities, and special events that benefit the College at large. Sponsorships may include product donations, marketing support, support to the College's Student Government Association, and/or signing bonuses). Define the nature of your organization's sponsorship (i.e. amount of donated product, marketing support, support to the College's SGA, and/or signing bonuses per year).

List the Nature of Partnership Opportunities	Year 1 Dollar Amount	Year 2 Dollar Amount	Year 3 Dollar Amount

As the College's exclusive provider of carbonated and non-carbonated beverages and snacks, provide additional financial support that your organization will provide (i.e. amount of scholarships and/or cash contributions to the College's Educational Foundation).

List Scholarship and/or Cash Contributions to the College's Educational Foundation	Year 1 Dollar Amount	Year 2 Dollar Amount	Year 2 Dollar Amount

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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

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