

Solicitation Addendum

Solicitation Number: 94-26-1003

Solicitation Description: Combo Snack and Beverage Vending Machine Service

Solicitation Opening Date and Time: April 20, 2026
2:00 P.M.

Addendum Number: 1

Addendum Date: April 13, 2026

Procurement Specialist: Kenisha Wright, Procurement Specialist
jonesky@durhamtech.edu 919-536-7201 ext. 1014

-
1. Return one properly executed copy of this addendum with bid response on Bid Opening Date/Time listed above.
 2. Following are questions received about the solicitation and the State's answers to the questions.
 - Q1.** Regarding Payment Systems & Bill Validators (Reference: Section 5.3.C. bullet point 4, Page 15) The current RFP specifies that machines must be equipped with traditional bill validators. We request a variance to utilize a 100% cashless, AI-driven frictionless system.
Justification: Users pre-authorize their payment method, open the cooler, and physically examine products. Our vision algorithm tracks the items with 99% accuracy. Crucially, if a user changes their mind, they can simply place the item back on the shelf before closing the door, and they will not be charged. Eliminating the mechanical bill validator—the primary point of failure in legacy vending—drastically reduces out-of-service alerts, eliminates coin/bill jams, and provides a faster, superior experience for students and faculty.
- Regarding Equipment Dimensions & Capacity (Reference: Section 5.3.B, Page 14) The RFP outlines expectations for product variety and spatial footprint. We request clarification on whether the College will prioritize higher internal capacity within a smaller physical footprint.
Justification: The HAHA Plus 440 features a highly compact footprint (approximately 27.2" W x 27" D x 76.6" H). However, because it utilizes a slot-free, open-shelf design rather than bulky internal motors and coils, it holds a significantly larger capacity (approximately 324 beverage/snack units) than traditional combo machines of the same size. This allows the College to maximize hallway space while increasing product availability.
- Regarding Energy Efficiency & Facility Impact (Reference: Section 5.3.C Bullet point 6, Page 15) The RFP references utility usage and/or sustainability goals. We request consideration for high-efficiency comparative metrics in lieu of specific legacy certifications.
Justification: While the HAHA Plus 440 does not carry a specific "Green Energy" label, its architectural design makes it far more efficient than legacy equipment. The unit's power consumption is remarkably low at approximately 2.28 kWh per 24 hours. By comparison, standard glass-front mechanical vending machines typically consume between 7 and 10 kWh per day to power high-draw compressors and display

lighting. This represents a potential 70%+ reduction in energy overhead per unit for the College's facilities department.

Formal Inquiry: Will the College accept a proposal utilizing the HAHA Plus 440 Smart AI Cooler as a fully compliant substitute for the traditional bill-validated equipment requested, or alternatively, will you accept this technology as a formal "Alternate Bid" (Reference: Section 2.8 Page 8) for evaluation?

A1: Durham Tech will accept HAHA Plus 440 Smart AI Cooler as an alternate proposal.

- Q2.** RFP Section & Page Reference: Section 2.5, pp. 8–9
Given that the prior solicitation was canceled and subsequently reissued within a short timeframe, what is the College's planned course of action should the objectives of this second solicitation not be achieved?
A2: We intend to award the contract; however, the solicitation may be canceled if submitted proposals do not meet our goals.
- Q3.** RFP Section & Page Reference: Section 3.3, pp. 9–10
The RFP includes language stating proposals will be publicly opened, while earlier pages reference "Publicly opened: N/A." Please clarify the intended proposal opening procedure and what information will be publicly available.
A3: Section 3.3 page 9 has been updated to clarify that there will be no public opening of proposals.
- Q4.** RFP Section & Page Reference: Section 3.1, p. 10
While the intent is to award to a single vendor, the RFP notes Durham Tech reserves the right to make separate awards for one or more-line items. From an evaluation perspective, does the College prefer a single vendor providing both snack and beverage services, or would separate solutions be evaluated equally if they represent best overall value?
A4: Section 3.1 page 8 has been updated to clarify that Durham Tech's intent is to award to a single vendor that can provide both snack and beverage services.
- Q5.** RFP Section & Page Reference: Section 3.4, p. 12
How will value-added services, sustainability initiatives, or advanced technology solutions be considered within the Best Value evaluation framework relative to pricing and technical approach?
A5: The Best Value evaluation will review pricing, technical approach, qualifications, experience, and added benefits to determine the proposal that provides the greatest overall value to the college. Each evaluation category will be scored on a scale of 0 to 5.
- Q6.** RFP Section & Page Reference: Section 3.4, p. 12
If trade-offs are required between food quality, pricing, and service enhancements, is there a general priority order the evaluation committee favors when determining best overall value?
A6: The evaluation committee does not apply a priority order when determining the best overall value. Each evaluation category is scored from 0 to 5.
- Q7.** RFP Section & Page Reference: Section 4.1 & Attachment A, pp. 11, 20–22
Attachment A requests proposed products, package sizes, and recommended retail prices. Should vendors submit a representative sample assortment or a comprehensive program-level product list?
A7: Vendors are not required to submit a representative sample assortment or a comprehensive, program-level product list with their proposal.
- Q8.** RFP Section & Page Reference: Sections 4.1–4.2, pp. 11–13
Does Durham Tech have preferred price ceilings, value price points, or affordability targets vendors should consider when completing Attachment A?
A8: We are looking to stay within our current price range, which is \$1.25 to \$3.75.
- Q9.** RFP Section & Page Reference: Section 4.6, p. 12

Please confirm whether the background check requirement applies to all vendor employees or only personnel who have routine or unsupervised access to College facilities.

A9: Personnel who service the vending machines may be subject to a background check.

Q10. RFP Section & Page Reference: Sections 4.6–4.7, p. 12

Does Durham Tech distinguish between personnel who are onsite solely to stock and service vending equipment versus other vendor personnel when applying background check requirements?

A10: Durham Tech does not distinguish between personnel.

Q11. RFP Section & Page Reference: Section 5.2, p. 15

The RFP notes that combo snack and beverage machines are necessary due to space limitations. Can the College confirm whether combo machines are a mandatory requirement, or if dedicated snack and beverage machines would be acceptable, where space allows?

A11: Combo machines are required at all campuses.

Q12. RFP Section & Page Reference: Sections 5.2–5.3, pp. 15–16

In prior vending programs, we have observed that combining refrigerated food items and ambient snack products (such as chips and candy) within a single combo machine can sometimes impact overall participation, product performance, and food quality outcomes. Is the College open to evaluating alternative equipment configurations—such as separating refrigerated food from ambient snack offerings—where space allows, if such configurations better support utilization and food quality goals, while still meeting the intent of the RFP?

A12: Several building locations currently lack sufficient space to accommodate multiple machines. The vendor is free to bid as you deem appropriate.

Q13. RFP Section & Page Reference: Section 5.2, p. 15 and Section 5.4, pp. 16–18

The RFP indicates there are currently seventeen (17) combo snack and beverage vending machines in service and notes that combo machines are necessary due to space limitations at most vending locations. Out of the total combo machines listed, can the College please clarify which specific buildings or locations are considered one-machine locations only due to physical or space constraints, versus locations where additional or alternative equipment configurations could be evaluated if space permits?

A13: Buildings with only one machine are limited due to physical space constraints.

Q14. RFP Section & Page Reference: Sections 5.3, pp. 15–16

Please clarify whether Durham Tech has defined nutritional standards or guidelines vendors must meet when proposing healthy product offerings.

A14: We do not.

Q15. RFP Section & Page Reference: Sections 5.3, pp. 15–16

Beyond the general language provided, are there any specific product categories that are restricted or limited?

A15: There are none.

Q16. RFP Section & Page Reference: Sections 5.2–5.3, pp. 15–16

How frequently does the College anticipate reviewing and approving product assortment changes once the contract is in place?

A16: Conducted twice a year based on student feedback and sales data.

Q17. RFP Section & Page Reference: Section 6.4, p. 18

Does the reissued RFP introduce any expanded reporting expectations beyond gross sales and commission calculations?

A17: No

Q18. RFP Section & Page Reference: Sections 4.2 & 6.4, pp. 11, 18

Are SKU-level or product-level audits still expected on a biannual basis, or has the audit frequency or scope changed under the current RFP?

A18: No changes to frequency of audit.

- Q19.** RFP Section & Page Reference: Sections 6.1 & 6.6, pp. 17, 19
Please confirm the anticipated transition timeline from the incumbent vendor to the awarded vendor, including access for equipment removal and installation.
A19: There is no anticipated transition timeline at this time. Durham Tech and the awarded vendor will discuss and establish the transition timeline.
- Q20.** RFP Section & Page Reference: Sections 6.1 & 6.6, pp. 17, 19
Will Durham Tech provide on-site coordination support during the transition period, particularly for multi-campus changeover?
A20: Durham Tech will provide on-site coordination support.
- Q21.** 1.0 - Page 5, second paragraph
Out of 17,000 students, how many are on campus full time, part time, and single class?
A21: We do not have this data.
- Q22.** 3.1 & 3.3- Page 8-10
"Can you clarify how the evaluation criteria will weigh total financial return and long-term economic value when comparing an exclusive beverage partnership versus a non-exclusive or split model?
Specifically, will the award decision prioritize the structure that delivers the highest overall financial benefit, including investment, guaranteed returns, and operational efficiency, given the historical performance differences between exclusive and non-exclusive models?"
A22: Each evaluation category will be scored on a 0 to 5 scale.
- Q23.** 3.1 - Page 8, second paragraph & 3.3- Page 10 first paragraph
Is DTCC prioritizing a single beverage partner or actively considering split awards?
A23: Durham Tech is prioritizing awarding the contract to a vendor capable of providing combined snack and beverage machines.
- Q24.** 3.1 - Page 8, second paragraph & 3.3- Page 10 first paragraph
Are categories being evaluated together or separately?
A24: Each evaluation category will be scored on a 0 to 5 scale.
-

Failure to acknowledge receipt of this addendum may result in rejection of the response. *[If you have checked "This addendum does not need to be returned" in #1 above, then deleted this]*

Check ONE of the following options:

- Bid has not been mailed. Any changes resulting from this addendum are included in our bid response.
- Bid has been mailed. No changes resulted from this addendum.
- Bid has been mailed. Changes resulting from this addendum are as follows:

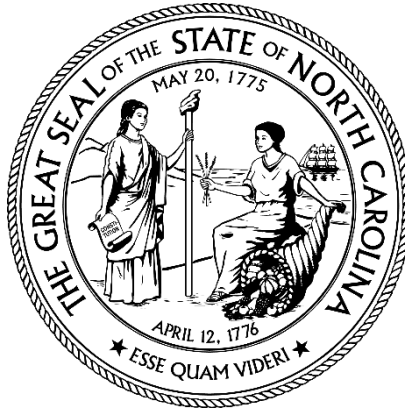
Execute Addendum:

Offeror: _____

Authorized Signature: _____

Name and Titled (Typed): _____

Date: _____



STATE OF NORTH CAROLINA

Durham Technical Community College

Request for Proposal #: 94-26-1003

Combo Snack and Beverage Vending Machine Service

Date of Issue: March 27, 2026

Proposal Opening Date: April 20, 2026

At 2:00 PM ET

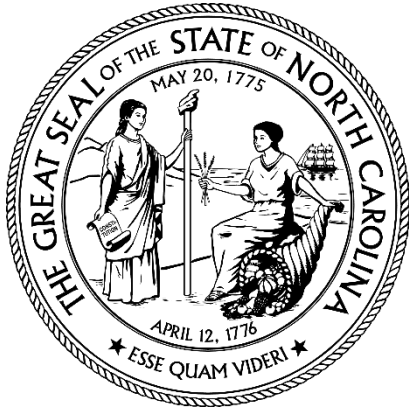
Direct all inquiries concerning this RFP to:

Kenisha J. Wright

Procurement Specialist

Email: jonesky@durhamtech.edu

Phone: 919-536-7201 x1014



STATE OF NORTH CAROLINA

Request for Proposal #

94-26-1003

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

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

Vendor Name

Vendor eVP#

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA <i>Durham Technical Community College</i>	
Refer <u>ALL</u> Inquiries regarding this RFP to: Kenisha J. Wright jonesky@durhamtech.edu	Request for Proposal #: 94-26-1003 Proposals will be publicly opened: N/A
Using Agency: Durham Technical Community College Requisition No.: TBD	Commodity No. and Description: 481100 Vending Machine

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:		
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.

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of Durham Technical Community College)</p>

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1.0 PURPOSE AND BACKGROUND

Durham Technical Community College requests proposals from qualified, experienced, and sustainable vendors who will partner with the College to provide and service beverage and snack vending machines containing a variety of beverage and snack products at designated locations.

Durham Tech Vending Locations:

- Main Campus: 1637 E. Lawson St, Durham, NC 27703
- Duke Street North Campus: 3414 N. Duke St, Durham, NC 27704
- Northern Durham Center: 2401 Snow Hill Rd, Durham, NC 27712
- Orange County Campus: 525 College Park Rd, Hillsborough, NC 27278

Founded in 1961, Durham Technical Community College is a charter member of the North Carolina Community College System. The College’s mission is to champion learning and success, deliver outstanding teaching and service, and to develop career skills for today and tomorrow. Durham Tech aims to be a model for demonstrating student success and excellence in teaching; empowering learners to enrich the local and global communities; and preparing students to contribute to the economic vitality of the region. The College follows an open-door policy, meaning all students have the opportunity to acquire meaningful credentials and secure living-wage employment through education and training. In its service area of Durham and Orange counties, Durham Tech offers more than 100 degrees, diplomas, and certificates and serves more than 17,000 students in curriculum, continuing, and corporate education. We also have 858 employees.

The intent of this solicitation is to award an Agency Contract

1.1 CONTRACT TERM

The Contract shall have an initial term of *three (3)* years, beginning on the date of final Contract execution (the “Effective Date”) or July 1, 2026, whichever is later. [Edit this section as needed].

At the end of the Contract’s initial term, Durham Tech 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. Durham Tech will give the Vendor written notice of its intent to exercise each option no later than *sixty (60)* days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, Durham Tech 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 State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

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

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	Durham Tech	March 27, 2026
Submit Written Questions	Vendor	April 6, 2026
Provide Response to Questions	Durham Tech	April 13, 2026
Submit Proposals	Vendor	April 20, 2026 at 2:00 PM
Contract Award	Durham Tech	TBA

2.5 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 jonesky@durhamtech.edu by the date and time specified above. Vendors should enter “RFP # 94-26-1003 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 ...?
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Questions received prior to the submission deadline date, Durham Tech’s response, and any additional terms deemed necessary by Durham Tech 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 Durham Tech 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.

2.6 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.

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.

2.7 PROPOSAL CONTENTS

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

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the

Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.

- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor’s Proposal addressing all Specifications of this RFP. [5.5 Project Organization, 5.6 Technical Approach, and 6.1 Contract Manager & Customer Service]
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

2.8 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 #94-26-1001 [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.

2.9 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 Durham Tech 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 Durham Tech’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 intent of this RFP is to award a Contract to a single Vendor, however Durham Tech reserves the right to not award and cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to Durham Tech to do so.

Durham Tech 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 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 procurement lead 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 procurement lead 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.

Durham Tech 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 Durham Tech 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 Durham Tech.

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

Durham Tech 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 Durham Tech.

3.4 EVALUATION CRITERIA

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 Durham Tech 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 Durham Tech.

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 Durham Tech:

1. Vendor Technical Approach
2. Vendor Qualifications
3. Vendor Experience, *include References*
4. Pricing

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by Durham Tech; 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, Durham Tech will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy Durham Tech'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 Durham Tech 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 Durham Tech 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 Durham Tech 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.

4.1.1 Import Tariff Temporary Surcharge

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

4.2 COMMISSION

Vendor agrees to pay Durham Tech a commission based on sales made through the vending machines. Commissions received after the 15th 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 to terminate the contract. The Vendor will provide the College with copies of all required sales tax reports.

4.3 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. Durham Tech 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 Durham Tech within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to Durham Tech. 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 REFERENCES INFORMATION, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope. Durham

Tech 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 Durham Tech.

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 Durham Tech. 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. Durham Tech will approve or disapprove the requested substitution in a timely manner. Durham Tech may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, Durham Tech 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 Durham Tech 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 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

4.10 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of Durham Tech. 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.

4.11 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with Durham Tech, 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.**

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

5.1 GENERAL

Durham Technical Community College requests proposals from qualified, experienced, and sustainable vendors who will partner with the College to provide and service beverage and snack vending machines containing a variety of beverage and snack products at designated locations.

Durham Tech Vending Locations:

- Main Campus: 1637 E. Lawson St, Durham, NC 27703
- Duke Street North Campus: 3414 N. Duke St, Durham, NC 27704
- Northern Durham Center: 2401 Snow Hill Rd, Durham, NC 27712
- Orange County Campus: 525 College Park Rd, Hillsborough, NC 27278

5.2 SCOPE OF WORK

Currently, there are seventeen (17) combo (beverage and snack) vending machines and one (1) beverage vending service in service at Durham Tech’s main and off-site campuses. The Vendor will be responsible for stocking the vending machines, selecting and ordering product mix that will provide a variety of selections that meet consumer demand, including healthy choices. Combo snack and beverage vending machines are necessary due to limited space at most vending locations.

5.3 TASKS/DELIVERABLES

The Vendor shall be required to provide Combo Beverage and Snack Vending Service that:

A. Requirements for Combo Snack and Beverage Vending Services

- Supply new or like new (shows no damage or marks) equipment.
- Supplies a variety of snack and beverage products to meet the needs of the College population.

- Machines must be serviced at a minimum of 1 time/week. Deliveries must take place during standard business hours for every campus location. (More often based on service calls, expiration dates of products, and amount of product in machine).
- Provides properly trained labor to perform functions of loading, investigating complaints of machine or credit card reader malfunction, and technical repair.

B. Combo Snack and Beverage Vending Product Specifications

- Mixture of carbonated and non-carbonated cold beverages. Exact mixture may vary per location and change throughout the year to meet customer requests and sales volume.
- Cold beverages shall contain a minimum of two (2) diet soda options, one of which must be caffeine-free, non-cola soda.
- Functional beverages, i.e., sports drinks (in various flavors) including energy drinks.
- Water and water-based drinks, i.e., vitamin waters, flavored waters, diluted juices (may contain added sugar).
- The Vendor shall permit NO alcoholic or intoxicating beverages to be sold, dispensed, or otherwise used at any College location.
- General snack items should include candy, chips, crackers, etc.
- Healthy snack items should include baked chips, granola bars, seeds, nuts, nutrition bars, craft popcorn, and trail mixes.
- **MAY** include food products that can be held at room temperature, i.e., canned fruit, meat snacks (beef jerky), chips & dips, etc.
- **MAY** include the addition of cold food machine(s) offering fresh sandwiches and salads at select off-campus locations.
- All products to be labeled with nutritional information as required by law.
- All products to be nationally recognized brands with some allowance for regional favorites.
- All products will be removed from vending machines no later than the date that its freshness dating expires. All products will be considered past-date and un-saleable according to the manufacturer's freshness date stamped on the package.
- Any product produced by the Vendor must be prepared in a facility that meets all local, state, and federal requirements for the production of food products and has received no less than a score of 95 or better or an equivalent inspection rating.

C. General Combo Snack and Beverage Vending Machine Information

- The Vendor must install equipment on site.
- The Vendor must provide machines that are capable of being moved through standard-sized interior doors.
- The Vendor must provide all parts, on-site maintenance, and on-site repairs to all machines.
- Machines must be equipped with credit/debit card readers and re-circulating bill accepters with the capability to recycle currency for the purpose of providing bills as change. Vendors should be aware that due to PCI compliance and liability issues, credit/debit card readers being proposed must operate on a cellular network that must be in full compliance with the PCI Security Council standards. The College will NOT provide any network connectivity for credit/debit card transactions.
- Machines shall be UL approved with visible indication on the machine.
- Machines shall be ENERGY STAR rated.
- All equipment must include a ground fault circuit interrupter (GFCI) as part of the power supply cord.
- Machines must use 120-volt electrical receptacle with maximum 12-amp circuit.
- All machines shall utilize vandal-proof mechanism capable of accepting payment in all three (3) forms simultaneously: coins; bills (at minimum \$1 and \$5 bills); and electronic payment. Furthermore, bill accepters must have the capability to recycle currency for the purpose of providing bills as change.
- Inventory stock for machines should be at least 50% of products filled at all times. Out of stock products should be limited to one (1) selection. Machine shall be set to return money if product is out of stock. No force vending is allowed.
- The Vendor is responsible for posting signage on machines. The College must approve all signage prior to displaying. The Vendor is required to provide signage prominently displayed on each machine that list who (email/phone number) to notify should the machine malfunction or is out of stock, and how the customer will obtain a refund for a malfunctioning machine or outdated stock. The vendor is responsible for handling all refunds to the customer.
- Equipment found to be problematic or non-compliant must be replaced upon the request of the College. The College reserves the right to request a new machine.
- The Vendor may be required to place and keep equipment in some locations that may perform below the Vendor's sales requirements. The College will consider a request by the Vendor to remove, downsize, or relocate the equipment in the event of extremely poor sales. However, the College will not eliminate service if doing so will create a hardship on the building occupants.
- The Vendor shall be responsible for the maintenance, repair, and replacement of all vending equipment. The Vendor shall agree to hold the College harmless for any repairs of vandalism that may occur.
- The College will require the Vendor to comply with any product recall due to possible concern for the public's health. The Vendor will be required to remove affected product from the machines if requested.
- Vending machines shall be compliant with the provision of the Americans with Disabilities Act (ADA).
- Additional vending machine locations may be added throughout the contract period on an as-needed-basis and agreed upon by the College and the Vendor prior to services being provided.
- The Vendor is responsible for all necessary repairs and maintenance of the credit and debit card readers and must arrange for service as needed. In the event a vending machine becomes inoperable, the Vendor is expected to respond within four (4) hours during normal business hours.

5.4 SPECIFICATIONS

Durham Tech currently has a total of 17 combo vending machines and 1 beverage machine in service on main and off-site campuses. (see below charts)

Campus Vending	Combo Vending Machine	Beverage Vending Machine
Buildings 1 & 2	3	1
Building 3	3	
Building 4	2	
Building 6	1	
Building 9	1	
Building 10	1	
Building 11	1	
Building 12		
Building 13		
Building 20	1	
Main Campus Count	13	1

Off-Campus Vending	Combo Vending Machine
Duke Street North	2
Northern Durham Center	1
Orange County Campus	1
Orange County Campus Expansion	
Off-Campus Counts	4

Building 12 proposed to be complete December 2027. Estimated to have 6 combo vending machines that will be placed throughout the building.

Building 13 proposed to be complete April 2027. Estimated to have 2 combo vending machines.

Orange County Campus Expansion proposed to be complete December 2026. Estimated to have 1 combo vending machines.

5.5 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 the vendor proposes to staff the work.

5.6 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to Durham Tech a contract manager. The contract manager shall be Durham Tech’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 Durham Tech for customer service. The customer service point of contact shall be Durham Tech’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 BUSINESS REVIEW MEETINGS

The Vendor, at the request of Durham Tech, shall be required to meet *once every three months* with Durham Tech for Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and Durham Tech 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

Durham Tech encourages the Vendor to identify opportunities to increase commissions for Durham Tech. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC MONTHLY REPORTS

The Vendor shall be required to provide monthly status and sales reports to the designated Contract Lead on a monthly basis, by the 15th of the following month. This report shall include, at a minimum, information concerning gross sales for the period and the computation of the commission to be paid to Durham Technical Community College. The reports should detail the performance of each machine located on Durham Tech’s campus. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Procurement Entity. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within 20 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Manager for approval.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Manager.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to

the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 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 Durham Tech, at the option of Durham Tech, for up to six(6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If Durham Tech 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. Durham Tech 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.

6.7 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 Durham Tech’s Contract Manager for resolution. Any claims by Durham Tech 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.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by Durham Tech and Vendor. Amendments to the contract can only be made 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 Pricing associated with this RFP, which can be found in the table below (Attach additional pages if needed):

Proposed Vending Machine Products Package/Size(oz.)	Recommended Vending Price

Total Proposed Commission % Straight Commission in Percentage (Gross less NC Sales Tax) (minimum commission rate 7%)	
Combo Beverage and Snack Vending Machine Contract	%

Value Added Services to Durham Tech:

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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>

ATTACHMENT D: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:
<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:
<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

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