



University of NC at Charlotte
REQUEST FOR PROPOSAL

RFP #66-2704DP

TITLE: UNC Charlotte Center City Custodial Services

USING AGENCY: UNC Charlotte Center City Building

ISSUE DATE: February 1, 2011

CLOSING DATE: April 1, 2011 at 2:00PM

ISSUING AGENCY: UNC Charlotte
Materials Management Division
9201 University City Blvd
Charlotte, NC 28223

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 PM April 1, 2011** for furnishing services described herein. **Proposals are subject to rejection unless submitted on the form(s) provided. This proposal as well as any addenda is posted to the North Carolina Interactive Purchasing website at <http://www.ips.state.nc.us/ips/pubmain.asp>. It is the vendor's responsibility to check for updates and include them with their submittal.**

SEND ALL PROPOSALS DIRECTLY TO THE UNC CHARLOTTE ADDRESS AS SHOWN BELOW:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP NO. 66-2704DP UNC Charlotte 9201 University City Blvd Auxiliary Services Bldg 126 Charlotte, NC 28223	RFP NO. 66-2704DP UNC Charlotte 9201 University City Blvd Auxiliary Services Bldg 126 Charlotte, NC 28223

IMPORTANT NOTE: Indicate firm name, and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

RFP's submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable. (Sealed Proposals Only)

Direct ALL inquiries concerning this RFP to: Douglas L. Pierce, Senior Contracting Officer, UNC Charlotte
dlpierce@uncc.edu

There is a Mandatory Pre-proposal meeting scheduled for March 1, 2011 at 10:0AM at the Rodgers construction trailer which is located at the corner of 7th Street and Brevard.

Contractor shall be present and on time to offer a proposal for these services. _____

Late arrivals will not be allowed access to the meeting. Therefore, *arrive early*. Parking is available

on a limited basis at the job site at the corner of 7th Street & Brevard. Come prepared by wearing appropriate clothing and PPE for construction project.

Questions concerning this RFP must be received, in writing, no later than: March 15, 2011 at 4:00PM.

FOR UNC CHARLOTTE PROCUREMENT USE ONLY

Offer accepted and contract awarded this _____ day of _____, 2011, as indicated on attached certification or purchase order

by, _____ (Authorized representative of UNC Charlotte).

COST PROPOSAL/EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the Services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees,
if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services for a cost not to exceed \$_____ (total services annually).

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

Will any of the work under this contract be performed outside the United States?

☐ Yes

☐

No

(If yes, describe in technical proposal.)

BY: _____ TITLE: _____ DATE: _____

(Signature)

(Typed or printed name)

ACCEPTANCE OF PROPOSAL FOR UNC CHARLOTTE

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered

Where Service Contracts Will Be Performed

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered

In accordance with NC General Statute 143-59.4 (Session Law 2005-169),
this form is to be completed and submitted with the offeror's proposal/bid.

Issuing Agency: UNC CHARLOTTE RFP # 66-2704DP

Agency Officer: Douglas L. Pierce

UNC Charlotte Uptown Center Custodial Services

OFFEROR: _____

City & State: _____

Location(s) from which services will be performed by the contractor:

Service	City/Providence/State	Country
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

_____	_____	_____
_____	_____	_____

Location(s) from which services will be performed by subcontractor(s):

Service	Subcontractor	City/Providence/State	Country
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

UNC Charlotte, Facilities Management Housekeeping and Recycling Department

Request for Proposal

The University of North Carolina at Charlotte invites custodial management companies, hereafter referred to as Contractors, to submit responses to this Request for Proposal (RFP) to provide custodial services at the Center City Building, located at 9th and Brevard Streets in Charlotte, NC, in accordance with the attached terms, conditions, and specifications.

Construction of the Center City Building is scheduled to complete on June 1, 2011. It is essential that all Contractors have current experience providing custodial, recycling, and event support for accounts of similar complexity and scope. The acceptable times of the day for the contractor to perform specific custodial services will be determined by the UNC Charlotte Building Manager with approval by the UNC Charlotte Facilities Management Director of Housekeeping and Recycling.

The Center City Building ("CCB") is a 143,000 square foot facility. The facility will provide classroom and office space for the Belk College of Business, architecture, continuing education, and other departments. It will serve as the gateway to the University for the uptown community and provide an alternative venue for the University to hold events and functions. It will embody UNC Charlotte's urban identity in the heart of the greater Charlotte region. The CCB will reflect architecturally its mission as a premier institution of higher education; its context in this vibrant, rapidly urbanizing area; and its commitment to environmental sustainability. Academically, the CCB will facilitate programs having an urban awareness and context, while providing vital learning opportunities for employees and residents of the urban center.

The operations of CCB will incorporate the attributes we wish to instill in the entire university: excellence in programming; responsiveness to stakeholders; entrepreneurship; interdisciplinary productivity; inclusivity; flexibility; and efficiency.

Proposals will be accepted until 2:00 pm EDT April 1, 2011, and will be publicly opened and identified at the address below. Proposals shall be delivered in a sealed envelope addressed to:

Materials Management Office

Doug Pierce, Senior Contracting Officer

UNC Charlotte

Charlotte, NC 28223

Telephone: (704) 687-7322

Under no circumstances will any proposal be accepted or considered after the appointed hour. The method of delivery is the responsibility of the Contractor. No details of the proposal will be divulged at the time of opening. All proposals shall be guaranteed for an acceptance period of at least 90 days after the proposal opening date.

Mandatory Pre-Proposal Meeting: There will be a mandatory pre-proposal meeting on March 1, 2011 , at 10:00 a.m. EDST (subject to change according to the construction schedule) at the Rodgers Builders Construction Company construction trailer located at the corner of 7th and Brevard (access is from 7th Street). Attendance at the pre-proposal conference is a prerequisite to having a proposal considered during the evaluation process. Contractors will be given an opportunity to tour the building or review building drawings on the day of the conference. No other site visits are scheduled. Cut-off for questions shall be March 15, 2011 at 4:00PM.

The street address for the UNC Charlotte Center City Building is 320 E. Ninth Street-Charlotte NC 28202.

This solicitation does not commit The University of North Carolina Charlotte or the State of North Carolina to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposals if it is in the best interest of the University to do so.

Questions regarding the meaning or interpretation of the RFP, attachments, specifications, etc., shall be requested in writing and must be submitted by email to Doug Pierce dlpierce@uncc.edu after the mandatory Pre-Proposal Meeting but prior to the cut-off date and time stated above.. Answers will be provided by a RFP addendum to all prospective Contractors in attendance at the Pre-Proposal Meeting. Direct questions or correspondence regarding the RFP to:

Mr. Doug Pierce – Senior Contracting Officer

Materials Management Department

UNC Charlotte, NC 28223

Telephone: (704) 687-7322

Fax: (704) 687-3122

Visiting the construction site unannounced is not allowed. Prior notification of intent to visit must be made to the above staff member. Surprise visits to the facility, Rogers Builders construction trailer, or the offices or other University staff are prohibited.

ESTIMATED SCHEDULE OF KEY EVENTS

Issue of Request for Proposal	February 1, 2011
Mandatory Pre-Proposal Meeting (on site tour)	March 1, 2011, 10 am EST (Subject to change according to construction schedule)
Cut-off for questions shall be	March 15, 2011 at 4:00PM
Proposal Due Date & Time	April 1, 2011, 2 pm EST
Notification to Successful Contractor	May 1, 2011 (Approximately)
Contract Date and Commencement of Services	June 1, 2011 (Approximately but NLT)

SCOPE OF WORK

The following specifications are for the purpose of contracting with a custodial service contractor to provide cleaning, recycling, event support, and limited exterior window washing and litter collection and removal at the Center City Building located at 9th and Brevard Streets in Center City Charlotte. A mandatory pre-proposal meeting is scheduled to occur promptly at 10 am EST on March 1, 2011, in the Rogers Builders construction trailer located at **the corner of 7th and Brevard (access is from 7th Street)**. During this meeting, Contractors will meet with the Purchasing Agent and other University representatives involved with the proposal and review process and tour the Center City Building. Contractor must have five continuous years of commercial and or governmental experience in the provision of custodial services. Contractor shall supply references of work of similar scope listing contact name, telephone number, email address, dates and financial magnitude of contracts. All pricing shall include freight FOB UNC Charlotte/Center City Building. This Request for Proposal (RFP) is for the purpose of contracting with a custodial service contractor to provide cleaning, recycling, event support, and limited exterior window washing and litter collection and removal at the Center City Building located at 9th and Brevard Street. The intent of this RFP is to identify and contract an approved authorized custodial contractor for a 60-month (five year) initial contract with (2) optional mutually agreeable 24-month (two year) extension periods. Contract award and renewals may also be influenced by the availability of funds for such projects. Fund availability is made on a current fiscal year basis only.

GENERAL REQUIREMENTS

Employees

- Must pass UNC Charlotte approved criminal background check prior to reporting to work on UNC Charlotte property. Contractor must conduct criminal background checks on all staff assigned to UNC Charlotte. No persons with criminal convictions may work at UNC Charlotte. Contractor must provide proof the employee has passed the required national background check to the Director of Housekeeping and Recycling, Materials Management Purchasing Agent, and the Human Resources Officer prior to allowing any employee to report to work on State property.
- Must be at least 18 years old.
- Must be a United States citizen or alien who can provide proof of identity and work authorization.
- Must have knowledge of building care, event support, recycling, and exterior litter removal procedures, equipment and supplies.
- Must have the ability to follow oral and written instructions in English.
- Must be proficient in the use of a two-way radio and other communication devices.
- Must be customer service oriented, stressing courtesy, politeness, and helpfulness to those they encounter.
- Must be constantly alert and attentive to duty.
- Must have a clean, neat, and appropriately groomed appearance and attitude.
- Must wear uniform that clearly identifies them as an employee of the contractor. Uniforms must be neat, clean, and consistent from one employee to the next. UNC Charlotte reserves the right to approve or disapprove proposed uniforms. Picture ID is required
- Must be punctual.
- Must be trustworthy and of good repute.
- G.S. 126-18 prohibits payment of any fee should any employee of the contractor apply and be accepted for permanent University employment.
- Copy of Workers Compensation and Employers Liability Insurance Form must be on file.
- All employees must pay for parking if they park in campus owned lots.

FITNESS FOR DUTY

The Contractor's employees will be physically and mentally fit to perform their duties in a safe and efficient manner. It is the policy of the University that contract employees shall not be involved with the unlawful use, possession, sale or transfer of drugs or narcotics. Furthermore, employees shall not possess or consume alcoholic beverages in the workplace or during work time or be under the influence of such when arriving to work.

RIGHT OF REMOVAL

The University reserves the right to request removal of any contract employee from University property. In addition, the University reserves the right-of-refusal on any particular employee deemed unsuitable.

CONTRACT TERMINATION

The University may terminate the contract within 72 hours with or without cause by providing the Contractor written notice of the termination.

TRAINING AND QUALIFICATIONS

The Contractor's employees shall be properly trained and qualified to provide all necessary services. This includes building and grounds maintenance, event services (set ups, tear downs, prompt removal of catering trash), safety standards and practices, proper use and disposal of chemicals, Material Safety Data Sheets and chemical labels, employee conduct and dress code, and customer safety and security.

REFERENCES AND COMPANY INFORMATION

- Provide five references from commercial customers of similar size and scope.
- Provide company business profile.
- Provide current detailed financial statement.
- Provide current certificates of insurance coverage.
- Provide the name and resume of company account manager. This is the manager that will serve as the single point of contact for all issues related to this contract.

PROPOSAL

- Provide a detailed description of your proposal to supply cleaning, recycling, event support, and limited (10' and lower) exterior window washing and litter collection and removal, related processes, and value-added benefits. For example:
 - o Describe your service capabilities.
 - o Tell us about your proposed frequency of service for each type of space within the building.
 - o Describe your management philosophy.
 - o Tell us about your process for resolving billing errors.
 - o Tell us what method you use to ensure accurate and correct invoices in a timely manner.
 - o Tell us about your ability to provide separate itemized time accounting and invoices for special events.

- o Tell us how selecting your company represents the best value for the University.
- o Tell us about programs that you have with other customers which represent a value-added service that would benefit the University.
- o Tell us about your experience with and ability to meet LEED standards.
- o Tell us about your experience with GS-42 for commercial and institutional settings.
- o Tell us about your ability to promptly provide services upon request and with short notice.
- o Describe how your services offerings and related charges are incremental. Tell us how your services offerings meet current needs and allow for incremental changes relative to our service requirements.
- o Tell us about your safety protocols and how you would supply proper personal protective equipment (PPE) for your personnel.
- o Tell us about your building security and key control protocols.
- o Tell us about your inspection process.

SERVICE NEEDS (including but not limited to the following)

General Building Care

- Maintain entire building at or above APPA Level II Cleanliness Levels at all times
- Report any plumbing irregularities
- Report burned out light bulbs
- Report building maintenance needs

Daily Space Maintenance

- Re-arrange furniture between use by different groups/classes
- Dispose of catering trash between use by different groups/classes

Recycling

- Provide recycling contact person
- Participate in recycling education
- Maintain location and care for recycling bins
- Service recycling bins

Event Support

- Set up university owned chairs, tables, podiums, etc. for events
- Adjust university owned and rental furniture before and during events

- Tear down and move university owned chairs, tables, podiums, etc., to storage after events
- Be available to the event coordinator before, during, and after events

Exterior Building and Grounds Care

- Keep grounds litter free at all times
- Service exterior trash and recycling containers
- Maintain location of and care for exterior trash and recycling containers
- Keep exterior glass clean up to 10' high

REFERENCES

Attach five commercial/governmental references of similar size and scope.

EVALUATION CRITERIA

UNC Charlotte will evaluate all submissions and supporting data on the basis of responses received. Submittals will be evaluated based on the following criteria:

A. Company Experience (30%)

Provide experience with similar projects as outlined in the Scope of Work, above.

Provide a list and description of relevant projects completed by the firm within the last five (5) years, including primary contracts, addresses and dates of projects. Provide information related to the experience, job stability, and longevity of the service representative that will handle this account. If your firm plans to sub-contract any of the work, information as requested above should be provided for all such firms.

References should be for projects of similar size and complexity to that being requested by UNC Charlotte.

B. Quality and Range of Service(s) Proposed (25%)

Must possess ability to meet or exceed client requirements. Include resumes of all principals and service support staff that you would bring together as a team to satisfy the requirements of this Custodial Service Contract. This information may include related professional affiliations, history of related employment, accomplishments and involvement in comprehensive contracts of this size and scope. Include with each resume a section that clearly defines the role to be performed by that individual during the term of the contract. Include information on your background check program and problem resolution philosophy.

C. Company's Service Plan (25%)

Provide a summary explaining how your firm would approach the scope of this work.

Service Provision – Provide a detailed description of the proposed services, including tasks, deliverables, flexibility, and responsiveness to changing needs.

Flexibility – Explain how your firm would meet the constant need for removal of catering trash and re-positioning of classroom furniture between classes, set ups, adjustments and tear downs of special events throughout the building and on the grounds.

Schedule – This is a one-year (60 month) contract, with two (2) optional two-year renewals. Contractor shall demonstrate and provide his or her proposal to maximize the customer service while maintaining cost of this contract to the University.

D. Project Costs (20%)

Provide cost of products and services with details as to the method and basis of compensation. Include a breakdown of all costs including labor, tools, supplies, fees and other charges likely to be incurred by the firm and charged to UNC Charlotte.

During the selection process, firms may be asked to come to the UNC Charlotte campus for oral presentations.

Contractors are cautioned that the University is not obliged to ask for, nor accept after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The University may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial proposal should be submitted on the most favorable and complete pricing and technical terms possible.

UNC Charlotte reserves the right to reject any and all proposals, to negotiate with any firm providing a proposal, or to waive irregularities or informalities in a proposal.

REQUIRED INFORMATION

In order to meet the scope of work, the proposal is expected to encompass:

COMPANY INFORMATION

Contractor shall provide the following in their Executive Summary:

- A brief history and overview of the Contractor's company.
- A company-wide organizational chart and a resume of those who will have direct contact and be instrumental in the success of the program.
- A narrative describing how the University will fit within that structure.
- Enough information to ascertain that the proposed Contractor has financial resources that are adequate to ensure full and proper performance under the terms of the contract.

COMPANY EXPERIENCE AND REFERENCES

- The Contractor must have at least five (5) years experience (at least two of which are in the State of North Carolina) in the provision of similar levels of service.
- Provide a complete listing of all college, university, and governmental accounts currently in effect or operated by Contractor in the last five years, including the name, address and telephone number of the account contact at each location, a description of the services provided, and the period of time the Contractor has serviced that account. If not providing this service at another college or university, describe other major accounts and your relationship, and how that makes your company qualified to provide this service to UNC Charlotte.
- Contractor shall provide reference information on five (5) current accounts that are similar in size and nature to that of the University and that have been served by the Contractor for at least one year. The information shall include account name, location, description of services provided, and length of account tenure, as well as name, address and telephone number of account representatives.
- Provide a listing of all previously held college or university accounts within the past five (5) years that the Contractor was not selected to operate after operating the account for any period of time. Provide the name, address and telephone number of the account representative for each of these accounts.
- Provide proof of insurance, licensing and bonding, background investigations in a separate tab within the proposal.

The Contractor shall be responsible for proving the following:

- High level of quality of service
- Prompt service response time
- Competitive pricing/discount(s)
- A single designated Point of Contact for the duration of the contract
- Mandatory high level nationwide background test (no criminal background whatsoever will be allowed)
- Mandatory high level drug testing
- All personnel employed by the contractor shall be clearly documented (using a background check format and agency that have been approved by the UNC Charlotte Human Resources Officer) as drug-free and criminal free before being allowed to report to work on State property
- Criminal and background documentation must be thorough, in the form of an affidavit, and in the possession of the Director of Housekeeping and Recycling, Materials

Management Contracting Officer, and the Human Resources Officer prior to employee being permitted to arrive at the University

- Accurate and timely invoicing coordinated through the single designated point of contact mentioned above
- A detailed description of your invoicing processes

PROPOSAL CONTENTS

In order to meet the scope of work, the proposal is expected to include the following:

- Certificate of Insurance
- Bonding Certificates
- Company Business Profile
- Company Financial Statements
- References of similar scope
- Letters of Recommendation
- Statements of service response time
- Process recommendation(s)
- Alternate pricing
- Drug testing and background check processing
- Complete pricing matrix
- Individual breakout of related services
- Other services available
- Estimate of annual HUB participation

CONTENT FORMAT and LENGTH

- Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired. Elaborate art work, expensive paper and bindings, and expensive visual or other presentation aids are neither necessary nor desired.
- Brief, straightforward language that gets right to the point and is of a font size and type that is easily readable is desired (Calibri 12 for example).

THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE
The Proposal Process

The University of North Carolina at Charlotte, hereinafter to be referred to as the 'University', invites vendors in the Project and Portfolio Management industry, hereafter referred to as 'Contractor' or 'Offeror', to submit responses to this Request for Proposal (RFP).

The following is a general description of the process by which a firm will be selected to provide this service.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A pre-proposal conference and/or deadline for written questions is set.
3. Proposals -- **one original and five (5) copies** -- will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. Faxed proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror will be announced. Interested parties are cautioned that the proposals and their components are subject to further evaluation for completeness and will not be made public until after award of contract.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Contractor's are cautioned that the University is not obligated to ask for, nor accept, after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The University may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial proposal should be submitted on the most favorable and complete pricing and technical terms possible.
7. Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the University.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and this solicitation does not commit The University of North Carolina to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposals, if it is in the best interest of the University to do so.
9. It is the Proposer's responsibility to provide sufficient details on how their services or proposed solution meet the requirements. If a discrepancy in interpretation occurs, a Proposer's performance shall be held to UNC Charlotte's interpretation of the requirement, not the Proposer's. Therefore, Proposers should ensure that they provide ample information in their written response to each requirement to clearly demonstrate how their Proposal meets these requirements.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation.
Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
1. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our 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 that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
2. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
3. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
4. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30% and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal and recycling of paper materials.
5. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 6. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45 day period is requested to allow for unforeseen delays.

7. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
8. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
9. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
10. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
12. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offered does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
13. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
14. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the University, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain sound and specific reasons and all supporting documentation for the protest. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.doa.state.nc.us/pandc/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
15. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available State's internet web site: <http://www.doa.state.nc.us/pandc/>.

Proposals in one (1) original and five (5) copies will be received from each Proposer in a sealed envelope or package.

Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.

At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the Proposer and cost(s) offered will be announced. 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 Proposer's pricing position.

At their option, the evaluators may request oral presentations or discussion with any or all Proposers for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Proposer is cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Proposer.

Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the Proposer and its staff, and cost. Award of a contract to one Proposer does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to The University of North Carolina at Charlotte.

Proposer is cautioned that this is a request for offers, not a request to contract, and The University of North Carolina at Charlotte reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of The University of North Carolina at Charlotte.

Proposal Preparation and Submission: Responses to the RFP shall be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of the UNC Charlotte's environment and the services UNC Charlotte is seeking. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Unless specifically required in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are undesirable.

Presentations: Potential firms may be asked to discuss their written responses to this document at a presentation at the University of North Carolina at Charlotte's campus on date(s) mutually agreed upon between the firm and the University. If a firm is requested to make a presentation, the firm will make the necessary arrangements and bear any costs associated with the demonstration. Presentations will be by scheduled appointment only by the University of North Carolina at Charlotte Purchasing Department.

All responses to these questions will be in writing (e-mails are acceptable) and may be shared equally with all bidders via written addendum as appropriate. UNC Charlotte will not be responsible for oral instructions.

Obligations of The University of North Carolina at Charlotte – Neither the transmission of this RFP to a prospective bidder nor the acceptance of a reply should imply any obligation or commitment on the part of UNC Charlotte. Specifically, there will be no obligations to pay for proposal preparation work, site visits, pre-project work or any obligation to enter into a contract or agreement. UNC Charlotte reserves the right to accept or reject any proposal submitted.

Inclusion of All Costs – The bidder must include all costs (material, labor and training, travel & subsistence, maintenance charges, software license charges, etc.) necessary for the successful installation of the specified Systems. Any additional costs not stated in the proposal will not be incurred unless specifically agreed to, in writing, by UNC Charlotte's representative. Travel & subsistence rates are established under NC General Statutes GS §138-6; as amended from time to time.

Order of Precedence: In cases of conflict between specific provisions in this bid, the order of precedence shall be:

(1) Special terms and conditions specific to this bid, (2) specifications, (3) North Carolina Contractual Terms and Conditions, (4) General Conditions for Proposals, and (5) Instructions to Bidders if listed.

Reciprocal Preference: G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed. Proposer are cautioned that this is a request for offers, not a request to contract, and The University of North Carolina at Charlotte reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of The University of North Carolina at Charlotte.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)

NOTE: For “Agency”, substitute “Department”, “University”, etc., as applicable.

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency’s Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor’s proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency’s Contract Administrator. Acceptance of an offeror’s proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by *30 days* notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
The Contractor shall retain all records for a period of three years following completion of the contract.
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$250,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Medical expenses \$10,000.00, Personal & ADV injury \$1,000,000.00, General aggregate \$1,000,000.00, Products \$1,000,000.00. (Defense cost shall be in excess of the limit of liability.
 - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
 - d. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
23. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

TAXPAYER INFORMATION FORM**NO PAYMENTS WILL BE RELEASED UNTIL THIS FORM IS COMPLETED AND RETURNED**

Federal law requires that we have on file a W-9 form with the Employer ID number or Social Security number and signature for each person to whom the University makes a payment. Please return this form with your completed RFP document.

Vendor name: (As shown on TIN)	
Business name or DBA: (if different from above)	
<u>Taxpayer Identification number (TIN):</u> <u>Employer Identification Number (EIN):</u> _____ - _____ (For corporations, Trusts, Estates, Pension Trust Associations, Clubs, Religious, Charitable, Educational, or other tax exempt organizations, partnerships, Brokers or registered nominees) <u>SOCIAL SECURITY NUMBER (SSN):</u> _____ - _____ - _____ (for individuals and Sole Proprietorships) <i>Certification – Under penalties of perjury, I certify that: (1) the number shown above is my correct taxpayer identification number; (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding; and (3) the information provided is complete and accurate as of this date.</i>	
Signature _____ Date _____ Name (Please Print) _____ Title _____	

	Order Address (VO)	Remit to Address (VR)
Street:		
Street:		
City:		
County:		
State/Zip Code:		
Telephone /Fax		
Contact Person:		
E-Mail Address:		
Account Info. (#)		

<u>LEGAL STATUS</u>	<u>CORPORATE STATUS</u>	<u>BUSINESS CLASSIFICATION</u>	<u>PAYMENT TERMS</u>
☐ Corporation (CP)	☐ Non or not for profit (NP)	☐ Minority Owned (MO)	☐ Net 30 (30)
☐ Partnership (PA)	☐ Foreign Corporation (FC)	☐ African American (MB)	☐ Net 10 (10)
☐ Other – (please specify) _____	☐ NC State Agency (NC)	☐ Hispanic American (MH)	☐ Net 15 (15)
	☐ Government (GO)	☐ Asian American (MA)	☐ Other: _____
	<u>INDIVIDUAL STATUS</u>	☐ American Indian (MI)	
☐ Individual/Sole Proprietor (IS)	☐ U S Citizen (US)	☐ Women Owned (WO)	
	☐ Resident Alien (RA)	☐ Disabled Owned (DE)	
	☐ Non Resident Alien (NR)		