

WESTERN CAROLINA UNIVERSITY

REQUEST FOR PROPOSALS NO. 73-RFP12555

Bid will be publicly opened: 06-05-2009 @ 2:00pm ET

OFFEROR:
FEDERAL ID OR SOCIAL SECURITY NO.:

**THIS COVER PAGE IS FOR OFFICE USE ONLY AND WILL BE
REMOVED AND DESTROYED AT AWARD OF BID.**

STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS

TITLE: Laundry Vending Services

USING AGENCY: Western Carolina University

ISSUE DATE: May 18, 2009

ISSUING AGENCY: Western Carolina University
Purchasing Department
340 H. F. Robinson Administration Bldg.
65 West University Way
Cullowhee, NC 28723
Attn: Arthur Stephens, Director of Purchasing
(828) 227-7203

Sealed Proposals subject to the condition made a part hereof will be received until June 5, 2009, 2:00 p.m. ET, for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

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.

Direct all inquires concerning this RFP to: Arthur Stephens
Western Carolina University
Cullowhee, NC 28723
(828) 227-7203
stephensa@email.wcu.edu

NOTE: Questions concerning the specifications in this Request for Proposal will be received until May 26, 2009. A summary of all questions and answers will be posted on the Internet at www.doa.state.nc.us/pandc/ as an addendum, located under the RFP # being modified. It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

All offerors are encouraged to perform a site visit to acquaint themselves with the existing equipment and facilities. A visit may be scheduled by contacting Jeff Bewsey at (828) 227-7003.

Where Service Contracts Will Be Performed

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 (technical) proposal/bid.

Issuing Agency: Western Carolina University

Solicitation # 73-RFP12555

Agency Contact Person & phone #: Arthur Stephens 828-227-7203

Solicitation Title / Type of Services: Laundry Vending Services

OFFEROR: _____

City & State: _____

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

Service	City/Province/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/Province/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.)

EXECUTION OF PROPOSAL

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

This proposal is signed by an authorized representative of the firm.
 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 60 days from the date of the opening, to furnish the subject services.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

BY: _____ TITLE: _____
 (Signature)

 (Typed or printed name) DATE: _____

E-MAIL: _____

ACCEPTANCE OF PROPOSAL

This proposal was accepted by Western Carolina University.

BY: _____ TITLE: _____
 (Signature)

DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

SCHEDULE OF KEY EVENTS

1. Issue of Request for Proposal: May 18, 2009
2. Questions received by University Purchasing Department: May 26, 2009
3. Summary of Questions and Responses Posted: May 27, 2009
4. Proposals due: June 5, 2009
5. Award and Notification to Successful offeror: June 12, 2009 (Approximate)

**Western Carolina University
Request for Proposal
Laundry Vending Services**

SCOPE: It is the intent of the University to solicit proposals to provide coin & debit card laundry vending services in accordance with all requirements stated herein. The University desires to offer the highest quality laundry facilities, equal to national commercial and collegiate operations, in the facilities listed plus any additional facilities which may be constructed during the term of this contract.

The University has approximately 9,200 students. Of these, approximately 3,700 are housed in residence halls from August through May. Attachment A is a listing of current and future laundry facility locations, the number of washers and dryers at each location, the number of residents in each facility, and a revenue history.

The University makes no warranty, either expressed or implied, for the annual sales potential to be realized from this contract.

All proposals must be complete and carefully worded and must convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the University will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for the award.

The University may cancel this contract for non-performance, mal-performance, or other failure of the Vendor to meet the contract terms and conditions. Prior to taking any action, the Vendor will be notified in writing of any deficiencies in their performance and will have thirty (30) days to correct such deficiencies.

CONTRACT REQUIREMENTS: The following requirements represent a minimum imposed by the University and these requirements, in no way, restrict the offeror from proposing additional or increased service.

VENDOR'S RESPONSIBILITIES:

- A. **Equipment:** Vendor shall provide Maytag commercial grade front load extra large capacity, high quality, energy efficient washers and dryers of the latest design. Both washers and dryers must display remaining time, and an ongoing cycle count function for financial cross-reference. Equipment must be adaptable for use with the University CBORD Odyssey PCS campus card system. All equipment must be installed within 30 days of award of contract or no later than August 1, 2009.

Vendor complies: **Yes**_____ **No**_____

- B. **Debit Card Equipment:** Vendor will be responsible for connecting laundry equipment to existing and all future debit card readers. Laundry controllers installed in Blue Ridge and Balsam Residence Halls and all future debit card readers will be IP addressable readers compatible/adaptable for use with the University CBORD Odyssey PCS campus card system.

Vendor complies: **Yes**_____ **No**_____

- C. **Installation:** The Vendor shall be responsible for all costs of installation of washer and dryer equipment including positioning of equipment and connection to utility services provided by the University. The University will provide service roughed in to proper locations (if not already present). Vendor will provide all final connections and be responsible up to where dryer vents end at exhausts. Equipment must be secured such that students cannot pull equipment away from the wall thereby dislodging the vents.

Vendor complies: **Yes**_____ **No**_____

- D. Personnel: Vendor shall maintain a staff of trained personnel to ensure prompt, efficient service to equipment. Personnel must be readily identifiable as Vendor's employees either by appropriate attire or by identification badge.

Vendor complies: **Yes**_____ **No**_____

- E. Cleaning: Vendor shall be responsible for annual cleaning under and behind machines up to the termination of the vent/exhaust outside the building.

Vendor complies: **Yes**_____ **No**_____

- F. Service: Vendor is responsible for providing both preventive maintenance and general repairs to equipment provided. Repairs to equipment shall be performed on an "as needed" basis. Preventive maintenance on each piece of equipment shall be conducted at least monthly and shall include a basic check of the equipment to indicate possible need for repair/replacement.

Vendor complies: **Yes**_____ **No**_____

- G. Response Time: Vendor must be able to respond to trouble calls placed by the University within one working days of receipt of call.

Vendor complies: **Yes**_____ **No**_____

- H. Inoperable Machines: No machine shall remain inoperable for longer than 3 business days after initial response by service technician. Vendor must be prepared to replace any such equipment to ensure continued service to the customer. Vendor must provide a repair ticket indicating equipment, location, date, time, nature of problem and corrective action. The Vendor shall provide a monthly service report to the University indicating what repairs were provided during that month by equipment and location.

Vendor complies: **Yes**_____ **No**_____

- I. Customer Service: The Vendor shall provide the following customer services: damaged clothing claims, refunds, and instructional signs. All damaged clothing claims (with damaged item attached) will be presented to the University. The University will produce a local claim form unless the Vendor has a form which is acceptable to the University. Vendor shall remit all paid claims to the University. Instructional signage must be provided in each location to familiarize customers with equipment, cost, washing and drying times, filing damaged clothing claims, and refund procedures. Signage shall be pre-approved by the University and shall be attractive and durable.

Vendor complies: **Yes**_____ **No**_____

- J. Offensive Situations: The job site is a high traffic coed area. The Vendor and his/her personnel are cautioned against creating interruptions, noise or offensive situations that may interfere with the learning process or could be construed as sexual harassment.

Vendor complies: **Yes**_____ **No**_____

- K. Adjustment of Services: Vendor shall maintain, at a minimum, the required level of equipment as listed on Attachment A. To accommodate growth in the student population and/or expansion of facilities/change of use, the University reserves the right to require that additional equipment be provided or that existing equipment be removed or relocated. The Vendor shall be given sufficient advance notice (30 days) to be able to respond to this requirement. All provisions of this contract shall apply to any such increase.

Vendor complies: **Yes**_____ **No**_____

- L. Liability: Vendor is responsible for all damage done to any University property during the installation, operation, maintenance and/or removal of equipment. Clean up and repair of all damage shall be accomplished at Vendor's expense in a manner satisfactory to the University. Vendor shall provide all federal, state, and local licenses and permits necessary at the time this contract agreement is executed, covering the service the Vendor provides at the University. The Vendor shall pay all excise and retail sales and other taxes imposed and all fees for permits, licenses, approvals and renewals thereof required with respect to the conduct of its operations/services.

Vendor complies: Yes _____ No _____

- M. Collections: Collections from each machine shall be made not less than once per month during fall and spring semesters. Vendor shall provide to the University at the beginning of the contract a nominal (\$50.00) change fund to be used to provide refunds to customers for service paid for but not received. Vendor shall replenish fund as necessary upon notification by the University. The University will maintain a refund log available for inspection by the Vendor. Such log shall contain date, time, equipment and location of equipment failing to provide service.

Vendor complies: Yes _____ No _____

- N. Records: Vendor shall maintain such accounting books and records in connection with all operations under this contract. Adequate internal controls shall be maintained. The University reserves the right to have its representative audit the Vendor's books and records and obtain other desired information pertaining to the contract at a time agreeable to both parties. The Vendor shall furnish, within a reasonable period of time (ten working days maximum) such data as the University may require from time to time with respect to commissions and other income derived from operations under this contract. Records arising from the operation of this contract shall be maintained for a period of not less than three years following its termination unless otherwise agreeable to the University.

Vendor complies: Yes _____ No _____

- O. Audits: Once annually, a joint audit of operations under this contract shall be conducted by the University and Vendor personnel using procedures agreeable to both parties.

Vendor complies: Yes _____ No _____

- P. Licenses and Permits: Vendor shall provide all federal, state and local licenses and permits necessary at the time this contract is executed, covering the service the Vendor provides at the University. The Vendor shall pay all excise and retail sales and other taxes imposed and all fees for permits, licenses, approvals and renewals thereof required with respect to the conduct of its operations/services.

Vendor complies: Yes _____ No _____

- Q. Equipment Replacement: The current contract to operate Laundry Vending Services at WCU will expire on June 30, 2009. In the event that the incumbent Vendor is not awarded the new contract a transition period will be required to allow the incumbent Vendor to remove existing equipment and the awarded Vendor is required to replace and install all new equipment within thirty days of award of contract or no later than August 1, 2009.

Vendor complies: Yes _____ No _____

UNIVERSITY'S RESPONSIBILITIES:

- A. Space: The University will provide adequate space for the required washers and dryers and automatic injection system.
- B. Maintenance: The University will maintain all water, electric, steam and sewer lines. The University will also be responsible for the regular and thorough cleaning of all the laundry rooms.
- C. Access: The University will provide adequate ingress and egress including a reasonable use of existing elevators, corridors, driveways and parking spaces.
- D. Utilities: The University will provide all utilities and connections necessary for the laundry operation.

- E. Precautions: The University will take reasonable precautions to protect the Vendor's installed equipment from damage while on the University's premises, but not be liable to the Vendor for any pilferage or destruction of said machines.
- F. Site Requirements: The University will provide trash receptacles, trash removal, janitorial and pest extermination services.

FINANCIAL REQUIREMENTS:

- A. Prices will be \$1.25 per regular washer load, and \$0.25 for 15 minutes of drying time per dryer. Price increases will be limited to not more than once per academic year and must be agreed to by both the Vendor and the University in writing. Prices should be readily visible to patrons either on the machines or prominently displayed on the walls. Notices and other information provided to customers should be provided on aesthetically pleasing, professional looking signs.

Vendor complies: **Yes** _____ **No** _____

- B. Vendor shall compute and pay to the University on a monthly basis a cumulative commission based upon a PERCENTAGE of the gross monthly collections. Minimum annual commission of \$72,000.00 is required. Payments shall be due on the 15th day of each month beginning with the second month of operation. Payments shall be made by check payable to Western Carolina University and mailed to Jeff Bewsey, Associate Director, Auxiliary Services, 135 Killian Annex, Cullowhee, North Carolina 28723. A statement indicating the amount of revenue from each facility itemized "washers" and "dryers" and showing means of computation used to derive the payment must accompany each check.

Vendor complies: **Yes** _____ **No** _____

For informational purposes, the gross income for the 2007-2008 year was \$143,621.75. The University does not guarantee future revenues.

- C. Indicate the amount of a one-time contribution to be paid at the beginning of the resulting contract (if any) Vendor is willing to pay Western Carolina University to assist in renovation and upgrading of finishes, furniture, and card reader equipment in laundry facilities areas.

Vendor complies: **Yes** _____ **No** _____

- D. Indicate any and all costs to Western Carolina University associated with the purchase and installation of web based laundry monitoring capability in all residence hall laundry facilities.

Vendor complies: **Yes** _____ **No** _____

CONTRACT TERM:

CONTRACT PERIOD SHALL BE FOR FIVE YEARS COMMENCING: 07/01/2009 AND ENDING 06/30/2014.

Contract period may be extended for one additional period of five (5) years as mutually agreed upon by the Vendor and Western Carolina University.

PROPOSAL CONTENTS:

So that the University can consider your proposal, submit as a **minimum**, the following information:

1. PROCEDURES, MARKETING & CUSTOMER SERVICE

- Offeror shall elaborate on the steps they will take to inform the student customer of its services.

- Offeror to submit procedures to report inoperable machines, repair/servicing schedules, response time to service calls and procedures for providing replacement equipment when units cannot be repaired on site.
- Offeror is required to provide a web based non-proprietary service system for reporting and documenting service problems and response.
- Vendor to submit procedures to establish refund and damaged clothing claims and to establish procedures to ensure timely collections and auditing, addressing accuracy, timeliness and ease of operation.
- Vendor to submit procedures and methods to operate facilities and maintain at least current levels of service provided at the University.
- Manufacturer's descriptive literature of all commercial equipment to be provided under the contract. Describe the energy efficiency, customer features, and safety features of this equipment. Include the length of time the Vendor has been an Authorized Commercial representative of this particular equipment manufacturer.
- Provide an example (with frequency of issuance) of management reports to the University detailing customer volume, and machine usage. This should reflect the type of report required under FINANCIAL REQUIREMENTS.
- Vendor to include any additional marketing strategies intended to enhance services to students and or maximize revenues.

2. VENDOR QUALIFICATIONS, REFERENCES AND RELEVANT EXPERIENCE

- Company Name(s); Business Address; Business Phone Number
- Key Contacts: List names, titles, years of experience in the industry and phone numbers of the company representatives who will be assigned responsibility for servicing the University.
- Years in Business: Number of years the Vendor's company has been in the laundry business. (Include date and location of the company's incorporation/organization.)
- Demonstrate the commitment and experience in debit card systems.
- Form of Business: Describe the form of business under which the Vendor operates (e.g. sole proprietor, partnership, corporation).
- Provide evidence that the Vendor can meet minimum requirements for insurance as stated.
- Provide information on credit lines or working capital available for this contract.
- Provide a copy of the company's audited financial statement from the previous two years or other certified documentation of vendor's financial stability.
- Vendor to provide company profile which would include the name, qualifications, and experience of personnel who would plan, design, manage and maintain the facilities covered under this contract. Include the local contract supervisor and service representatives that would be servicing the equipment at the University.
- Provide a current list of college and university accounts served in North Carolina. Please give a name and telephone number of a contact person from a minimum of 5 North Carolina schools. Vendor may also include a complete listing of schools served in the southeast region.
- List all schools in the region served by the Vendor currently using the same machines being proposed to the University in this proposal.
- Identify all college accounts currently operating laundry on a debit card system.

3. DÉCOR PACKAGE AND MECHANICAL UPGRADES

Vendor shall propose an aesthetically pleasing décor package. Offeror shall also propose mechanical upgrades they are willing to make or fund that will enhance the performance of machines for student customers.

AWARD CRITERIA:

Proposal will be evaluated by a review panel on the basis of the following criteria listed in order of importance:

A. Procedures, Marketing & Customer Service

1. Offeror's plan to market services and provide concise instructions for students on the operation of machines, procedures for reporting damages, and filing claims. The University requires the successful bidder to provide a web based non-proprietary service system for reporting and documenting service problems and response.
2. Quality, Dependability and Energy ratings of Offeror's laundry equipment to be installed as well as Offeror's experience using this equipment.
3. Offeror's procedures for reporting inoperable machines, repair and service schedules, response time, procedures and methods for replacing equipment when it cannot be repaired.
4. Offeror's procedures for handling damaged clothing claims, refunds, timely collections and audits.
5. Offeror's methods and procedures for operating facilities and maintaining current levels of service.
6. Clarity of management reports.
7. Offeror's unique marketing plan for enhancing student satisfaction and revenue enhancement.
8. Offeror's overall ability to improve the quality of life for resident students.

B. Commissions

1. Offeror's commitment to return a portion of the revenues generated in the operation of the services offered, (a percentage of the gross revenues and a minimum annual guaranteed commission of \$72,000.00). The University will be the sole judge of which proposal provides the greatest value to the University.

C. Offeror Qualifications, References and Relevant Experience

1. Offeror's background, experience, and qualifications in the operation of campus laundry services.
2. Offeror's background, experience, and qualifications in the operation of debit card systems.
3. Offeror's company profile, financial stability, and personnel qualifications.
4. Offeror's previous contract awards.
5. Offeror's ability to meet and exceed expectations as verified by existing college/university customers.
6. Offeror's ability to provide creative and innovative services targeted at enhancing quality of life.

D. Décor Package and Mechanical Upgrades

1. Proposed décor package that provides a pleasant atmosphere for resident students.
2. Proposed mechanical upgrades.

CONTRACTUAL REQUIREMENTS:

1. **TERMINATION:** Subject to the Provisions below the University may terminate this contract with thirty (30) days advance notice in writing to the Vendor.
 - A. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the University without the required thirty (30) days advance written notice, then the University shall negotiate reasonable termination costs, if applicable.
 - B. Cause: Termination by the University for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

- C. Default: In case of default on Vendor, the University reserves the right to purchase any or all items/services in default in open market, charging Vendor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING VENDOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
2. PRIME VENDOR RESPONSIBILITIES: The Vendor will be required to assume sole responsibility for the complete effort as required by this RFP. The University will consider the Vendor to be the sole point of contact with regard to contractual matters.
 3. SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Vendor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the University. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.
 4. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the University pursuant to this contract shall belong exclusively to the University.
 5. INDEMNIFICATION: The University, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from this contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.
 6. CONTRACT AMENDMENTS: Amendments to any contract between the agency and the Vendor must be in writing and reviewed and approved by the University.

FINANCIAL PROPOSAL:

Subject to all specifications and requirements contained in RFP Number 73-RFP12555, Vendor offers to provide laundry vending service to Western Carolina University with the following financial considerations:

1. Percentage of Gross Collections paid to Western Carolina University:
Percentage offered: _____ %
2. Guaranteed monthly minimum to be paid to Western Carolina University (minimum annual guaranteed commission of \$72,000.00):
Dollar amount offered: \$ _____
3. One-time contribution (if any) to be paid at the beginning of the resulting contract that Vendor is willing to pay Western Carolina University to assist in renovation and upgrading of finishes, furniture, and card reader equipment in laundry facilities areas.
Dollar amount offered: \$ _____
4. Indicate any and all costs to Western Carolina University associated with the purchase and installation of web based laundry monitoring capability in all residence hall laundry facilities.

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.
2. **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.
3. **DEBARMENT CERTIFICATION:** By signing the execution page, bidder certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declined ineligible or voluntary excluded from covered transactions by any Federal or State agency.
4. **ORAL EXPLANATIONS:** Western Carolina University (WCU) shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
5. **REFERENCE TO OTHER DATA:** Only information that is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
6. **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:

1. All copies are printed **double sided**.
2. 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.
3. Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of nonrecyclable 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.
4. Materials should be submitted in a format that allows for **easy removal and recycling** of paper materials.
7. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offeror's in preparing or submitting offers are the offeror's sole responsibility; WCU will not reimburse any offeror for any costs incurred prior to award.
8. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer that may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is

requested to allow for unforeseen delays.

9. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
10. **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 WCU, government or private, until after the award of the contract. Offeror not in compliance with this provision may be disqualified, at the option of WCU, from contract award. Only discussions authorized by WCU are exempt from this provision.
11. **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 offeror shall become the property of WCU when received.
12. **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.
13. **SUBCONTRACTING:** Offeror 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.
14. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror 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.
15. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #77, WCU 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.
16. **DECLINE TO OFFER:** Any firm which receives a copy of the RFP but which declines to make an offer is requested to send a written "Decline to Offer" to WCU. Failure to respond as requested may subject the firm to removal from consideration on future requirements.
17. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, **or any contract awarded by a 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 specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.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. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)
18. **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 on our Internet web site:
<http://www.doa.state.nc.us/PandC/>.

19. **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 offeror. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

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

FOR WESTERN CAROLINA UNIVERSITY (WCU)

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 WCU.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by WCU'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 WCU'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, WCU 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 WCU, 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 WCU for damages sustained by WCU by virtue of any breach of this agreement, and WCU may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due WCU from such breach can be determined.

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

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 with the State.

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:** WCU may terminate this agreement at any time by 30 days notice in writing from the WCU to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of WCU, become its property. If the contract is terminated by WCU 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 WCU 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 WCU.
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 WCU 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, WCU 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 WCU 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 \$150,000.00, 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 \$500,000.00 Combined Single Limit. (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 \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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:** Contractor agrees not to use the existence of this contract, the name Western Carolina University (WCU), or the name of the State of North Carolina as part of any 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 (if one has been used), 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 WCU 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 bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **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.
24. **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.

2/28/2006

ATTACHMENT A.

Residence Hall	Occupants	Location	Washers	Dryers	Dryer Type
Albright	196	Basement	4	5	1 Single & 2 Stack
Benton	196	Basement	4	5	1 Single & 2 Stack
Buchanan	191	Basement	5	6	3 Stack
Harrill	387	Basement	6	8	4 Stack
Helder *	demolished				
Leatherwood **	demolished				
Madison	41	Basement	2	2	1 Stack
Reynolds North	145	Basement	4	4	2 Stack
Reynolds South	145	Basement	4	4	2 Stack
Robertson	42	1st Floor	3	4	2 Stack
Scott	724	Basement	14	20	10 Stack
Walker	389	Basement	6	8	4 Stack
Central Drive Hall	300	"B" Building	8	8	4 Stack
Greek Village	252	Commons Area	8	8	4 Stack
Balsam	424	2nd / 3rd floor	12	12	6 stacks
Blue Ridge	378	2nd / 3rd floor	12	12	6 stacks
TOTALS	3810		92	104	

* Building Demolished. To be replaced by Balsam Residence Hall (August 2009).

** Building Demolished. To be replaced by Blue Ridge Residence Hall (August 2010).

REVENUE HISTORY 2004 - 2009

YEAR	TOTAL LAUNDRY REVENUE
------	-----------------------

2004-2005	\$ 128,158.91
2005-2006	\$ 152,694.56
2006-2007	\$ 157,373.83
2007-2008	\$ 143,621.75
2008-2009 *	\$125,357.45
* Thru March 2009	
<i>Fiscal Year July 1 – June 30</i>	