

STATE OF NORTH CAROLINA

Fayetteville State University

Request for Proposal #: 58-RFP260004

Campus Vending Services

Date Issued: December 19, 2025

Proposal Opening Date: January 30, 2026

At 11:30 AM ET

Direct all inquiries concerning this RFP to:

Victoria McAllister

Chief Procurement Officer

Email: vmcallister@uncfsu.edu

Phone: 910-672-1082



STATE OF NORTH CAROLINA

Request for Proposal

58-RFP260004

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

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

Vendor Name

Vendor eVP#

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

Electronic responses ONLY will be accepted for this solicitation via Bonfire.

STATE OF NORTH CAROLINA
Fayetteville State University

Refer <u>ALL</u> Inquiries regarding this RFP to: Victoria McAlliser Chief Procurement Officer	Request for Proposal # 58-RFP260004
	Proposals will be publicly opened: January 30, 2026 at 11:30 A.M. E.T. via Microsoft Teams. See Section 2.4 RFP Schedule for more details.
Using Agency: Fayetteville State University	Commodity No. and Description: 48110000 - Vending machines
Requisition No.: TBD	

EXECUTION

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

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

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

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

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

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

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

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

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

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

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

VALIDITY PERIOD

Proposal Number: 58-RFP260004

Vendor: _____

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

ACCEPTANCE OF PROPOSAL

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

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

(Authorized Representative of Fayetteville State University)

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1.0 PURPOSE AND BACKGROUND

Fayetteville State University (FSU), a public comprehensive, Historically Black University, offers robust and innovative degree programs rooted in the liberal arts tradition. The University advances knowledge through the integration of teaching, learning, research, and public service. FSU strives to meet the educational, career, and personal aspirations of its students from rural, military, and other diverse backgrounds so that they are equipped with academic and practical knowledge to serve local, state, national, and global communities as enlightened citizens, globally astute leaders, and engaged solution creators.

Fayetteville State University is seeking to contract with qualified snack vending company to furnish all labor, materials and equipment required to fulfil all requirements outlined herein.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to five (5) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than ninety (90) days before the end of the Contract’s then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee does not apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.


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

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or

inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	December 19, 2025
Hold Urged & Cautioned Site Visit	State	January 14, 2026 at 11:00 A.M. E.T.
Submit Written Questions	Vendor	January 19, 2026 at 5:00 P.M. E.T.
Provide Responses to Questions	State	January 23, 2026 at 5:00 P.M. E.T.
Submit Proposals	Vendor	January 30, 2026 at 11:00 A.M. E.T.
Virtual Public Bid Opening	State	January 30, 2026 at 11:30 A.M. E.T. Microsoft Teams Need help? Join the meeting now Meeting ID: 225 229 044 100 49 Passcode: um7ag9B4 Dial in by phone +1 910-491-9484,,744406693# United States, Fayetteville Find a local number Phone conference ID: 744 406 693# Join on a video conferencing device Tenant key: uncsu@m.webex.com Video ID: 116 510 186 3 More info For organizers: Meeting options Reset dial-in PIN  Org help Privacy and security
Contract Award	State	TBD

2.5 SITE VISIT or PRE-PROPOSAL CONFERENCE

Urged and Cautioned Site Visit

Date: 01/14/2026
 Time: 10:00 AM Eastern Time
 Location: 1073 Murchison Road
 Fayetteville, NC 28301
 Contact #: 910-672-1082

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

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered as a part of this RFP and any resulting contract.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to purchasing@uncfsu.edu by the date and time specified above. Vendors will enter "**RFP # 58-RFP260004: Questions**" as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

Bonfire

All proposals must be submitted via Bonfire using the following link:

<https://uncfsu.bonfirehub.com/portal/?tab=openOpportunities>

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding on this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

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

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP. ***(See Section 5.0 Product Specifications and Scope of Work as well as ensure proposal addresses relevant listed in Section 3.4 Evaluation Criteria.)***
- f) Completed version of ATTACHMENT A: FINANCIAL SUMMARY
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE PROPOSALS

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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the

Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive proposals will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning proposal, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such proposals(s) are identified, the State will then determine whether any such proposal falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the procurement lead named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services

offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), <https://evp.nc.gov>, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. **VENDOR TECHNICAL APPROACH**

Technical Solution and Equipment Quality- Quality, reliability, and suitability of proposed vending equipment, including autonomous vending, micro markets, warm food solutions, ADA compliance, energy efficiency, and overall design.

Cashless Payment and Transact Integration- Quality, reliability, and suitability of proposed vending equipment, including autonomous vending, micro markets, warm food solutions, ADA compliance, energy efficiency, and overall design.

Service Levels and Maintenance Approach-Proposed stocking frequency, preventive maintenance program, response times, uptime commitments, cleaning and sanitation practices, and customer support processes.

Sustainability, Wellness, and Campus Alignment-Alignment with University sustainability goals, wellness initiatives, healthy product offerings, energy efficient technologies, and responsiveness to campus planning and student experience priorities.

2. **VENDOR EXPERIENCE**-Demonstrated experience providing autonomous, smart, or micro market vending services in higher education or comparable public sector environments. Includes organizational stability, years in business, staffing capacity, and relevant campus references.
3. **VENDOR QUALIFICATIONS**
Reporting, Audit Readiness, and Compliance- Strength of sales, refund, and commission reporting; reconciliation processes; internal controls; record retention; and alignment with UNC System audit and compliance standards.
4. **FINANCIAL PROPOSAL AND COMMISSION STRUCTURE**- Competitiveness and clarity of proposed commission rates, pricing transparency, financial sustainability, reporting methodology, and overall value to the University.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: FINANCIAL SUMMARY and include in Vendor's proposal.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.1.1 Import Tariff Temporary Surcharge

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

4.2 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total proposal price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.3 DELIVERY AND INSTALLATION

The Vendor shall deliver Free-On-Board (FOB) Destination to various locations at the following address:

Fayetteville State University

1200 Murchison Road

Fayetteville, NC 28301

Vendor should complete delivery and installation of vending machines within 30 thirty days of notice to proceed.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

4.4 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this RFP. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its proposal response. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No Attached Manufacturer's Authority: ☐ Yes ☐ No

4.8 HUB PARTICIPATION

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

4.9 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.10 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has supplied the same or similar model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

4.11 VENDOR'S REPRESENTATIONS

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

4.12 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.13 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☐ Small Purchases

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

☒ Contract value in excess of \$1,000,000.00

4.15 SUBCONTRACTOR

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.16 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award.

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

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor has registered with the North Carolina Secretary of State: Yes ☐ No ☐

4.18 SUSTAINABILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe how environmental requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging and recycling of spent products.

5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

This Section lists the specifications related to this RFP. By submitting a response, the Vendor agrees to meet all stated specifications in this section as well as any other specifications, requirements and Terms and conditions stated in this RFP.

5.2 CONTRACT COORDINATION

A. The Vendor hereby agrees to work directly with the University, or its designated Contract Administrator, in connection with carrying out and conducting all of the following duties and responsibilities during the Term of this agreement.

B. The University may require changes in the scope of the services provided by the Vendor during the Term of the agreement. Such changes, with the exception of increase or decrease in prices, which is mutually agreed upon, shall be incorporated by written amendment(s) to the contract. Pricing will be reviewed annually. The Vendor will submit in writing, proposals for price changes by May 1 each year of the agreement. Any price changes approved by the University will be executed on August 1 of each year and may only be increased once per Contract Year.

C. The Vendor shall meet with Contract Administrator as often as is necessary to resolve any differences.

D. The Vendor shall use its expertise to regularly recommend ways to upgrade and improve the product and services being delivered.

E. The Vendor and the University representative(s) will annually review each location for possible upgrading of equipment.

F. The Vendor and University representative(s) will review any new facility locations to determine appropriate vending needs and Vendor will provide machine specifications for pre-construction requests.

G. The Vendor agrees that the University may copy and examine any books or records of the Vendor related to the Contract and the services supplied to the University, and may accompany the Vendor on service rounds to observe operations of the Vendor. The Vendor agrees to retain such books and records for a period of three years following Termination of the Contract or longer if required by law.

5.3 DELIVERY AND INSTALLATION

A. Grant of Exclusive Rights

The University shall grant the selected Vendor the exclusive right to provide, operate, and manage Autonomous Stand Alone Snack Machines, Autonomous Smart Vending, micro market solutions, and other approved unattended vending services at designated Fayetteville State University locations for the term of the Agreement, subject to University oversight and approval.

B. Full Service Responsibility

The Vendor shall, at its sole cost and expense, furnish, deliver, install, stock, operate, service, repair, and maintain all vending equipment and associated systems in accordance with the requirements of this RFP and the executed Agreement. All services shall be performed in a manner that minimizes disruption to University operations.

C. Staffing and Employment Status

The Vendor shall provide all labor necessary to perform the services described herein. All personnel shall be employees or authorized agents of the Vendor and shall not be deemed employees, agents, or representatives of the State of North Carolina or Fayetteville State University for any purpose.

D. Equipment Specifications and Compliance

The Vendor shall provide Autonomous Stand Alone Snack Machines, Autonomous Smart Vending units, micro market equipment, and approved warm food vending equipment throughout the contract term. All equipment must receive prior written approval from the University before installation. Equipment shall be new or in like new condition, fully ADA compliant, secure, reliable, and appropriate for each location. All machines shall comply with applicable federal, state, and local laws, regulations, and industry standards, including those established by the National Automatic Merchandising Association or equivalent authorities.

E. Installation and Site Condition

Delivery shall not be deemed complete until equipment is fully installed, operational, stocked, and accepted by the University. Upon completion of installation or removal activities, the Vendor shall restore each site to its original or better condition and remove all debris, packaging, and waste materials.

F. Liability for Property Damage

The Vendor shall be responsible for all damage to University owned or leased property resulting from the installation, servicing, operation, or removal of vending equipment, including but not limited to structural elements, utilities, finishes, sidewalks, and landscaping. All repairs shall be made promptly at the Vendor's expense and to University satisfaction.

G. Sustainability and Energy Efficiency

All vending equipment shall incorporate energy efficient technologies, including vending miser systems or equivalent. Machines shall be de lamped or otherwise adjusted upon University request in areas with sufficient ambient lighting, consistent with University sustainability and energy conservation objectives.

H. Equipment Continuity and Service Reliability

In the event of a major equipment malfunction or service interruption, the Vendor shall provide temporary or replacement equipment at no cost to the University to ensure continuity of service. The Vendor shall maintain service levels consistent with industry best practices and response time expectations defined in the Agreement.

I. Branding, Merchandising, and Communications

The Vendor shall provide merchandising, promotional, and informational materials to support product visibility and customer

engagement, subject to prior University approval. All branding and messaging must align with University guidelines and student experience priorities.

J. Professional Conduct and Identification

Vendor personnel shall conduct themselves in a professional manner while on University premises. All personnel shall wear uniforms or visible identification clearly identifying them as Vendor employees at all times.

K. Location Management and Change Control

The University shall retain final authority regarding the placement, relocation, removal, or replacement of vending equipment. The Vendor shall maintain all approved service locations and may propose modifications only with prior written University approval. The University reserves the right to adjust locations to support campus planning, renovations, safety, or operational needs.

L. University Rights and Oversight

The University reserves the right to require reasonable changes to equipment types, product mix, service levels, reporting, or operating procedures to align with institutional priorities, accessibility requirements, wellness initiatives, sustainability goals, and student experience standards.

5.4 SERVICE OPERATIONS

A. Stocking, Accessibility, and Compliance

The Vendor shall stock, service, and maintain all vending equipment in full compliance with applicable ADA requirements and all federal, state, and local sanitation, health, and safety regulations.

B. Financial Records and Commission Payments

The Vendor shall maintain complete, accurate, and auditable accounting records of all sales activity. Monthly commission payments, calculated based on the prior month's gross sales, shall be remitted to the University via ACH transfer in accordance with the Agreement's financial terms.

C. Taxes and Fees

The Vendor shall be solely responsible for the payment of all applicable federal, state, and local taxes, license fees, permits, and any other costs or expenses incurred in the performance of this Contract.

D. Equipment Condition and Regulatory Compliance

All vending equipment shall be maintained in a clean, sanitary, safe, and fully operational condition at all times and shall comply with all applicable laws, regulations, and industry standards.

E. Cashless Operations Requirement

The University shall operate as a fully cashless vending environment. Under no circumstances shall vending equipment accept cash, coins, or paper currency. All transactions must be conducted using the Bronco OneCard system (Transact platform) and/or major credit and debit cards.

F. Stocking Frequency and Service Levels

The Vendor shall service and restock machines at intervals sufficient to ensure consistent product availability, freshness, and quality. High-traffic locations, including but not limited to the Rudolph Jones Student Center, libraries, and residence halls, shall be serviced multiple times per week as demand requires.

G. Housekeeping and Area Maintenance

During each service visit, the Vendor shall clean vending equipment and the surrounding area, removing all trash, waste, and debris generated by vending operations.

H. Cleaning and Sanitation Standards

Machine exteriors, glass, payment interfaces, and customer touchpoints shall be cleaned and sanitized during every service visit. A comprehensive deep cleaning shall be performed at a minimum of once per month or more frequently if required by the University.

I. Product Safety and Pest Incidents

The University shall not be responsible for product contamination or spoilage resulting from rodents, insects, or other pests. The Vendor shall immediately report any such incidents to the University and remove and replace contaminated products at its own expense.

J. Equipment Ownership and Risk of Loss

All vending equipment shall remain the property of the Vendor. While the University will take reasonable precautions to safeguard equipment, it assumes no responsibility or liability for theft, vandalism, or damage.

K. Customer Support and Transparency

Each vending machine shall prominently display clear customer service information, including a phone number, email address, or QR code for reporting malfunctions or requesting refunds. The University's designated Contract Administrator shall be granted oversight access to all applicable reporting and service management systems.

L. Refund Management

The Vendor shall manage all customer refunds promptly and professionally. The Vendor shall reimburse the University for any refunds issued by the University as a result of vending equipment malfunction or service failure.

M. Preventive Maintenance and Inspections

The Vendor shall maintain a documented preventive maintenance and inspection program to ensure reliable equipment performance. Annual joint inspections with the University shall be conducted to assess equipment condition, service quality, and replacement or upgrade needs.

N. Service Response Standards

The Vendor shall provide prompt service response, with qualified maintenance personnel available within twenty-four (24) hours of notification. Current contact information for local service representatives shall be maintained and provided to the University at all times.

O. Sales Reporting and Reconciliation

Using data derived from the Bronco OneCard (Transact) system, the Vendor shall provide a monthly report of gross sales processed through the University platform. The Vendor shall reconcile commission payments accordingly. In the event of a negative balance, the Vendor may invoice the University for the documented difference, subject to University review and approval.

Payment Systems, Data Security, and Compliance**P. Payment Technology Requirements**

All vending equipment shall be equipped with payment readers fully compatible with Transact eAccounts and capable of accepting both physical and mobile Bronco OneCard credentials, as well as major credit and debit cards. All costs associated with payment readers, software, connectivity, and related equipment shall be borne by the Vendor.

All payment systems and devices must comply with the following requirements:

1. Employ industry-recognized information security best practices for transmitting, processing, and storing sensitive data.
2. Utilize secure network protocols, including encryption, authentication, and firewalls.
3. Comply with all applicable privacy, data protection laws, and University information security policies.
4. Provide a current SOC 2 Type II report at least once every two (2) years.
5. Maintain information security practices consistent with the ISO/IEC 27000 series standards.
6. Comply fully with the Payment Card Industry Data Security Standard (PCI-DSS) and submit a valid Attestation of Compliance (AOC).
7. Cooperate fully with University information security, risk, and compliance reviews.
8. Permit independent third-party security audits at the University's request.
9. Assume full responsibility for payment transaction processing, refunds, chargebacks, and dispute resolution.

The University shall not participate in cash or card transaction processing except through the Bronco OneCard (Transact eAccounts) system.

Q. Termination for Non-Compliance

Notwithstanding any other provision of the Contract, the University reserves the right to immediately terminate the Agreement for cause if the Vendor fails to comply with any requirement set forth in Section P of this Servicing Operations section.

5.5 PRODUCTS

- A. Any additions to and/ or deletions from the list of products and pricing will be communicated to Contract Administrator in advance and in writing prior to the installation of the product in or removal of product from vending machines in subsequent Contract Years. Contract Administrator may reject any product he feels is unsuitable for the vending program and may require the Vendor to continue stocking products proposed for deletion. Price increases may take effect on July 1 of each year of the agreement but must be proposed to the Contract Administrator by May 1 for the year in which the Vendor expects to execute the increases.
- B. The University population has become accustomed to a wide product selection, which varies by building based on the preferences of its occupants. Vendor must be responsive to reasonable requests for product changes in order to improve customer service and increase sales.
- C. Branded Snacks: at least one-half of the food products in any machine immediately after it is stocked must be brand name items that are in the top twenty bestsellers for that product category, according to either the then-current industry standard through NAMA (National Automated Merchandising Association) or a sales report specifically based on the University's usage, expressly with the approval of the Contract Administrator.
- D. Product Recalls: Vendor expressly assumes full responsibility for prompt notification to the Contract Administrator in accordance with the applicable State or federal regulations. The Vendor shall support the University, as necessary, to promptly replace any such products, at no cost to the University. Any proven claim of consumer illness as the result of any product recall shall be resolved by the Vendor and reported to the University within 24 hours of any such occurrence.
- E. The Vendor shall follow guidelines for vending machine labeling requirements as designated by the FDA and the Affordable Care Act. A visual example of such labeling will be provided as part of the RFP package, i.e., poster, sticker, tag. Any future legislative guidelines will be met in a timely manner.

5.6 CUSTOMER SERVICE REQUIREMENTS

- A. Delivery Schedule: The delivery frequency will be mutually agreed upon between the University and the Vendor. The University reserves the right to increase or decrease frequencies of deliveries as demand warrants. Six-day delivery is preferred and Monday – Friday service delivery is required.
- B. The Vendor shall provide emergency repair service to the equipment within six (6) hours of notification 7 days a week, 365 days a year. Examples of an emergency repair includes leakage, loud or disturbing noises, infestation, vandalism, or other repairs deemed urgent by the University. The Vendor shall provide a standard of 24 (twenty-four) hour repair service, Monday – Friday, and shall provide contact information including phone numbers for emergency service.
- C. The Vendor shall maintain an appropriate par level of no less than 6 (six) items in each auger at the time of the fill. Vendor shall provide emergency refill service to the equipment deemed significant within six (6) hours of notification, Monday – Friday, year-round. Examples of emergency refill includes machines in high-demand areas at high-demand timeframes such as August residence hall move-in, summer orientation, and final exam periods. The Vendor shall provide a standard refill schedule of no less than 2 (two) visits to a machine per month for low-volume machines; weekly visits for a moderate-volume machine; and 2 (two) visits per week for high-volume machines.
- D. For each period during the Term of the Contract beginning August 10 through and including May 10, the Vendor will ensure that all residence hall machines are fully at par levels at the beginning of the weekend. Should a call be made to report an empty machine in the residence halls, the Vendor will dispatch someone to refill the machines within six (6) hours. If the call is made during the night the Vendor will respond by 12 noon the following weekday morning.
- E. The Vendor shall be aware that the University operates 7 days a week, 365 days a year. There shall be no service disruption throughout the year. A schedule of Campus summer camps, summer school, and summer orientations, with persons residing in the residence halls will be provided each spring and updated regularly. Notice will also be given if a residence hall is taken "offline" for the summer months. When a residence hall is taken "offline," machine can be emptied with prior approval; and must be refilled prior to when building occupancy resumes.

5.7 PRICING AND REPORTING

- A. Commission paid to the University shall be based on a percentage of total monthly gross receipts from sales of vended products. The Vendor must submit a detailed monthly report of sales and make payment to the University no later than the fifteenth (15) day of the following month. The University shall require information to substantiate monthly sales.
- B. Sales Plan: In May of each year the Vendor shall provide the Contract Administrator with a detailed sales projection, by machine within location within building within month, for the following Fiscal Year. In December of each year the Vendor shall provide the Contract Administrator with a revised projection for each of the remaining six months of the Fiscal Year previously projected. Both the original and revised projections shall be retained by the Vendor and reported on as specified in this Contract.
- C. Vendor will be required to submit Monthly Sales Reports: The purpose of this report is to summarize sales for the month by machine within location within building, summarizing the total up to University-wide. The report shall include building name; primary market of that location (1=student, 2=faculty, 3=staff, 4=mixed); machine serial number or control number; machine type by product sold (snack); machine sales total; sales plan projection, by machine; location sales total; building sales total; tax due by building; commission due by building; actual date of last read (i.e., since it is difficult to get totals from every machine on the last day of each month, this column would show the date of the final reading taken from a machine in figuring the monthly totals); activity status (i.e., whether the machine was active or inactive at that location at the end of the reporting month). The report shall list only machines that are installed on Campus; and should reflect sales from actual location of the machine (machines moved during a given month should be reported for two locations); machines removed from Campus should be reported for the month of removal and deleted from subsequent reports.
- D. The vendor will be required to submit Year-To-Date Sales Reports at any time during the Term upon the University's request: This report is identical to the Monthly Sales Report, but with year-to-date figures.
- E. Vendor will be required to submit Monthly Transaction Reports: The purpose of this report is to log all Vendor activity ("visits" or "contacts") with each machine during Reporting Period. It is sorted by transaction date within machine serial number or control number.
- F. Vendor will be required to submit annually a machine location listing: The purpose of this report is to describe where machines are located, by type. It is arranged by machine number within location within building. It includes machine serial number, machine control number, machine type, location, and building. This report shall be provided on the Anniversary Date of every Contract Year, and upon request by the Contract Administrator, within ten (10) Business Days.
- G. Vendor will be required to submit a machine change report: The purpose of this report is to document any change in a machine's location, whether between buildings or within the same building or by replacement from outside University. Contract Administrator must receive it within ten (10) Business Days of a machine move.
- H. Vendor will be required to submit a machine Add/Remove request: The purpose of this form is to allow both the University and the Vendor adequate time to consider the advisability of adding or removing a particular machine. It must be approved by both Parties before adding or removing vending operations at a particular location. This form does not need to be used in instances where the Vendor is switching or substituting machines with the same general capabilities.
- I. Vendor will be required to submit a monthly service complaint and problem Report: The purpose of this report is to document the types and frequency of service complaints received, and, by machine location, the type of vandalism and theft experienced. This report is due 10 Business Days after the conclusion of the previous month.
- J. Record Keeping: The Vendor must keep sales records by (at least) price point within machine within location. To this end all machines must be equipped with tamper-proof, electronic record-keeping devices that facilitate the collection of sales records, and allow audit by the Contract Administrator. Stocking records maintained by route technicians shall not be used as sales records but may be used to help corroborate sales records..

5.8 TECHNICAL APPROACH

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

5.9 CERTIFICATION AND SAFETY LABELS

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

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.5 PERIODIC REPORTS

RESERVED

6.6 ACCEPTANCE OF WORK

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

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this RFP of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

6.9 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: FINANCIAL SUMMARY

Complete and return the Pricing associated with this RFP, which can be found in subsequent pages following the Attachment section. This section also includes a building listing with vending machines currently in use. Vendors are expected to provide the following documents in PDF format.

- Sample Product Offering and Vendor Proposed Pricing
- Scholarship Commitment
- Sample Commission Workbook

An excel file has been provided for vendor bidding purposes only. The required fields have been highlighted in yellow. Optional fields have been highlighted in blue.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

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

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

***** Failure to Return the Required Attachments May Eliminate**

Your Response from Further Consideration *****ATTACHMENT A: FINANCIAL SUMMARY DOCUMENTS**

SAMPLE PRODUCT OFFERING AND VENDOR PROPOSED PRICING			
Item	Proposed Pricing	Item	Proposed Pricing
Fritos Big Grab LSS		Miscellaneous	
Doritos Nacho Chs LSS		ActII Butter Popcorn	
Lays Regular LSS		Zoo Animal Crkrs	
Doritos Cool Ranch LSS		Famous ChocChip 2oz	
Lays BBQ LSS		Grandma's Oatmeal Raisin	
Ruffles ChedSrCrm LSS		Mini Oreo Snack Size	
Baked Lays Regular LSS		Grandma's VanCrm Mini	
Lays SrCrmOnion LSS		Nutter Butter 1.9oz	
Lays Salt&Vinegar LSS		Haribo Gummi Gold Bears 5oz	
SunChips Harvest Ched LSS		PopTart Strawberry	
Baked Ruffles ChedSrCrm LSS		PopTart BrownSugarCinn	
Andy Capp Hot Fries LSS		Rice Krispies Treats 2.13oz	
SunChips Garden Salsa LSS		Mrs. Fields Milk Chocolate Cookie 60g	
SensPortions Ranch Veggie Straws 1oz		Mrs. Fields White Chunk Maca Cookie 60g	
Miss Vickies Jalapeno 1.375oz		Freshley Jumbo Honey Bun	
Ruffles Dbl Crunch Hot Wing 1.38oz		Freshley Dunkin Sticks	
Cheetos Crunchy LSS		Freshley Powder Gem Donut	
Smartfood WhtChed Popcorn LSS		Jack Link Original 70cal Beef Jerky .9oz	
Mac's BBQ Pork Skins LSS		Jack Links Beef Jerky Original 2.85oz	
Cheetos Puffs 1.38oz		Lance Crackers	
Cheez-It Snack Crkrs		ToastChee PBon Chs Crkr	
Snyder Olde Tyme Pretzels LSS		Toasty PBon Crkr	
PF ChedChs Goldfish 1.5 oz		New Items	
Cheez-It Orig LSS 2oz		Blue Diamond RoastedSltd Almonds 4oz 1ct Each	
PF ChedChs Goldfish 2.25oz		Cheez It Snapd Dbl Cheese 2.2oz 1ct Each	
HKAnderson PB Pretzel Nugget 2.5oz		Clif Bar Nut Btr Choc Peanut Butter 1ct Each	
Enhanced Selections		Cooper Street BluePomeg Granola Bar 1ct Each	
Popchips Sea Salt Chip		Gardetto's Orig Snack Mix 5.5oz 1ct Each	
Popchips BBQ Chip		Lenny & Larrys Choc Chip 4oz 1ct Each	
Angies Boom Chickapop Kettle Corn		Rip Van Waffle DutchCarmVan 1.16oz 1ct Each	
Paqui Verde Chip		Ritz Bits Cheese Big Bag 3oz 1ct Each	
Popcorners Kettle		Sahale ClassicFruitNutBlnd 1.5oz 1ct Each	
RXChocoalte Sea Salt Bar		BelVita Blueberry Breakfast Biscuit 1.76oz	

Candy		Bar Protein Chocolate Dough Barebells	
Snickers Bar NO UPC 1.86oz		Bar Protein Caramel Cashew Barebells	
M&M's Peanut NO UPC 1.74oz		Bar Protein Cookies & Cream Barebells	
M&M's Milk Choc NO UPC		Bar Protein Creamy Crisp Barebells	
Reese's PB Cup		XVL Chips	
Twix Original NO UPC 1.79oz		Cheetos Flamin' Hot XVL 2.75 oz 1ct Each	
Milky Way Bar NO UPC		Cheetos Puffs XVL 1ct Each	
Kit Kat		Doritos Cool Ranch XVL 2.875oz 1ct Each	
Butterfinger		Doritos Nacho XVL 2.5oz 1ct Each	
Skittles NO UPC		Lays Regular XVL 2.25oz 1ct Each	
Mike & Ike Original		Ruffles Cheddar & SC XVL 1ct Each	
Healthy			
Clif Bar Chocolate Brownie 2.4oz			
Clif Bar Crunchy Peanut Butter 2.4oz			
Clif Bar Choc Chip 2.4oz			
Clif Crunch White Choc Macademia Nut 2.0			
Luna Bar Nutz Over Cho 1.69oz			
Kellogg Fruit Snack Mix Berries			
Planters Salted Peanuts 1oz			
Kar's Sweet N Salty Mix 2oz			
Kar's Salted Peanuts 1.5oz			
Kar's Salted Cashews 1oz			
Kar's Sriracha Peanuts 42/3.5oz			
Kar's Trail Mix Orig Blend			
Kar's Trail Mix Nut Yogurt			
Kar's All Energy Trail Mix			
Planters Trail Mix Fruit & Nut 2oz			

SCHOLARSHIP COMMITMENT			
	Contract Year	Scholarship Commitment	Other Annual Funds
BASE TERM	2026-2027		
	2026-2028		
	2026-2029		
	2026-2030		
	2026-2031		
OY1	2026-2032		
OY2	2026-2033		
OY3	2026-2034		
OY4	2026-2035		
OY5	2026-2036		

COMMISSION PROPOSAL

Stand Alone Vending Machine with Snacks	
Item Type	Proposed Commission Paid to University
Candy	
Large Snacks	
Crackers and Cookies (NABS)	
Small/Medium Bag Snacks	
Granola Bars	
Pastry	
Premium Snacks	
Other Autonomous Vending Equipment and services you would provide as part of this contract:	
Product	Commission Paid to University

CURRENT BUILDING LISTING
1st Floor Renaissance Dormitory
Barber Bldg.-Administration
Butler Bldg.
Capel Phys Ed and Rec
Chestnut Library
Collins Bldg.
Cook Dining Hall
Helen T Chick
Honors Hall
Hood Hall
Joyner Hall
Knuckles Bldg. Science Annex
Laurette Taylor Gym
Lilly Gym
New Residence Hall
New Science & Technology
Rosenthal
Rudolph Jones
School of Business
Southeastern Reese 2nd Fl
Southeastern Research
Student Center
Univ Place Apt.