



**STATE OF NORTH CAROLINA**

**University of North Carolina at Charlotte**

**Request for Proposals # 66-26080 SB**

**Janitorial & Building Services for Athletics Facilities**

**Date of Issue: Wednesday, June 24, 2026**

**Proposal Due Date: Thursday, July 16, 2026**

**At 2:00 PM ET**

**Direct all inquiries concerning this RFP to:**

Scott Brechtel

Director of Materials Management

Email: [sjbrecht@charlotte.edu](mailto:sjbrecht@charlotte.edu)



UNIVERSITY OF NORTH CAROLINA  
**CHARLOTTE**

STATE OF NORTH CAROLINA

**University of North Carolina at Charlotte**

**Request for Proposals #**

**66-26080 SB**

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

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://evp.nc.gov/SignIn?returnUrl=%2F>

**Electronic responses ONLY will be accepted for this solicitation.**

**STATE OF NORTH CAROLINA**  
**University of North Carolina at Charlotte**

|                                                                                                                                                  |                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Refer <u>ALL</u> Inquiries regarding this RFP to:<br><b>Scott Brechtel</b><br><a href="mailto:sjbrecht@charlotte.edu">sjbrecht@charlotte.edu</a> | Request for Proposal #66-26080 SB                                                                     |
|                                                                                                                                                  | Proposals will be received until:<br>Thursday, July 16, 2026 @ 2:00 PM ET                             |
|                                                                                                                                                  | Commodity No. and Description: 761115 – General building and office cleaning and maintenance services |

**EXECUTION**

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

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

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

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

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

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

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

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

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

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

|                                                                                                     |       |                   |
|-----------------------------------------------------------------------------------------------------|-------|-------------------|
| COMPLETE/FORMAL NAME OF VENDOR:                                                                     |       |                   |
| STREET ADDRESS:                                                                                     |       | P.O. BOX:         |
| CITY, STATE & ZIP:                                                                                  |       | TELEPHONE NUMBER: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): |       |                   |
| NAME OF PERSON SIGNING ON BEHALF OF VENDOR:                                                         |       | TITLE:            |
| VENDOR'S AUTHORIZED SIGNATURE:                                                                      | DATE: | EMAIL:            |

#### **VALIDITY PERIOD**

Offer shall be valid for at least one hundred twenty (120) 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 \_\_\_\_\_, 2026, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of UNC Charlotte)**

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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Request for Proposals (RFP) is to seek competitive proposals from qualified vendors to establish an Agency Contract to provide full general labor and professional cleaning services of Athletics facilities and event spaces. Services may include but not be limited to janitorial and general labor staffing as needed to maintain a variety of Athletics facilities and spaces. In addition to the janitorial duties, staff will be required to assist with the set-up and break down of equipment for events held in Athletics facilities.

Vendor staff will be expected to adhere to and comply with UNC Charlotte policies and procedures as applicable to their assignments.

This award of this solicitation will be to provide janitorial services in Athletics Facilities ONLY, and will not be used elsewhere on campus. The awarded vendor will only maintain nine (9) facilities related to Athletics under this contract.

The University of North Carolina at Charlotte was established in 1965 by the North Carolina General Assembly which transformed Charlotte College, with beginnings in 1946, into a campus of The University of North Carolina. It is organized into the following eight colleges: College of Arts & Architecture; College of Science; College of Humanities & Earth and Social Science; College of Business; College of Education; College of Engineering; College of Health and Human Services; and the College of Computing and Informatics. It offers a broad array of degree programs at the undergraduate, graduate, and doctoral levels and also in graduate certificate programs.

Enrollment is approximately 32,000 with 19 percent of the students pursuing graduate degrees. The University is expected to experience continued growth in the foreseeable future.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of two (2) years, beginning on the date of final Contract execution (the "Effective Date") or August 1, 2026, whichever is later.

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 three (3) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

### 2.2 E-PROCUREMENT

**ATTENTION: NC E-Procurement does NOT apply to this solicitation and the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions does NOT apply.**

## 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

## 2.4 RFP SCHEDULE

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

| Event                                | Responsibility | Date and Time                         |
|--------------------------------------|----------------|---------------------------------------|
| Issue RFP                            | State          | Wednesday, June 24, 2026              |
| Hold Pre-Proposal Meeting/Site Visit | State          | Wednesday, July 1, 2026               |
| Submit Written Questions             | Vendor         | Tuesday, July 7, 2026 by 2:00 PM ET   |
| Provide Response to Questions        | State          | Thursday, July 9, 2026                |
| Submit Proposals                     | Vendor         | Thursday, July 16, 2026 by 2:00 PM ET |
| Contract Award                       | State          | August 1, 2026                        |

## 2.5 URGED AND CAUTIONED SITE VISIT

Date: Wednesday, July 1, 2026  
 Time: 11:00 AM Eastern Time  
 Location: 9201 University City Blvd.  
 Student Activity Center, First Floor Food Court Area  
 Charlotte, NC 28223  
 Contact #: 704-687-7329

**Instructions:** While attendance is not mandatory, Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for

by this RFP. A non-mandatory site visit is scheduled for this RFP. A campus map is available at <https://facilities.charlotte.edu/our-services/maps/printable-campus-maps> and Vendors are strongly encouraged to arrive early because parking on campus is difficult to obtain. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

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

## 2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [sjbrecht@charlotte.edu](mailto:sjbrecht@charlotte.edu) by the date and time specified above. Vendors should enter "RFP #66-26080 SB: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

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 the RFP and an addendum to this RFP.

## 2.7 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received via the eVP as described in this RFP by the specified time and date of opening. The date and time of receipt will be electronically time stamped by the system when received. Any proposal or portion thereof received or attempted to be submitted after the proposal submission deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

**Attempts to submit a proposal via mail, courier, facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

**This will be a Two-Step proposal process:**

Vendors must submit proposals in two separate files with the Technical Proposal and Financial Proposal (ATTACHMENT A) uploaded to the eVP as separate files and labeled as such.

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 University may release an unredacted version if an open records request is received.**

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

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

## **2.8 PROPOSAL CONTENTS**

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

Vendor RFP responses shall include the following items and attachments:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments; and (iv) contact information for Vendor's representative responsible for this RFP.
- b) Completed and signed version of all EXECUTION PAGES, and any pages requiring vendor input.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all requirements of this RFP, to include:
  - 1. Secretary of State Registration per section 4.12
  - 2. Contract Manager and Customer Service Rep information per Section 6.1
- e) Completed version of ATTACHMENT A: COST PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) 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 #66-26080 SB [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## **2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

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

## **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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### **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 to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more portions, to not award one or more portions 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.

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 the Paragraph of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

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

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

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

**The State will conduct a Two-Step evaluation of Proposals:**

Proposals will be received from each Vendor as two separate volumes - the Technical Proposal and the Cost Proposal. Both proposals (Technical and Cost) shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.

NOTE: No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. Inclusion of any cost information in the technical proposal and/or any technical information in the cost proposal shall constitute sufficient grounds to reject Vendor's proposal.

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 proposals, not a 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 that date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum, the package containing the technical proposals from each responding Vendor will be accessed via the eVP and the name of each Vendor noted. A notation will also be made regarding whether a separate sealed cost proposal has been received. Cost proposals will be placed in safekeeping until a later date.

Upon completion of the technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be opened. 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. The total cost offered by each Vendor will be tabulated, but under 01 NCAC 05B.0503, pricing will not be public until after contract award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of 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.

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

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:

**Total Available Points: 100**

- |                                                                     |                  |
|---------------------------------------------------------------------|------------------|
| <b>1. Vendor Experience (Section 4.5)</b>                           | <b>20 Points</b> |
| <b>2. Vendor References (Section 4.6, ATTACHMENT E)</b>             | <b>10 Points</b> |
| <b>3. Project Organization (Section 5.3)</b>                        | <b>10 Points</b> |
| <b>4. Technical Approach (Section 5.4)</b>                          | <b>30 Points</b> |
| <b>5. Cost (Attachment A: COST PROPOSAL, Section 4.1 &amp; 4.2)</b> | <b>30 Points</b> |

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest overall cost, factoring in any financial incentives, will receive a score of 30. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$\frac{\text{Financial Proposal Points Available (30)}}{\text{the cost of the lowest cost proposal}} \times \frac{\text{the cost of the cost proposal being evaluated}}{\text{the cost of the lowest cost proposal}}$$

### 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 to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

#### **4.1 PRICING**

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Vendors shall complete ATTACHMENT A: COST PROPOSAL and include in Vendor's proposal. Vendors may provide additional pricing detail to explain their proposal as necessary, but must include, at minimum, all pricing detail listed on ATTACHMENT A. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

#### **4.2 ADDITIONAL FINANCIAL INCENTIVES/REBATES**

In addition to the pricing for the services described in this RFP, Vendors may identify any additional financial incentive, rebate, sponsorship, philanthropic support, or other financial commitment it proposes to provide the University in connection with the resulting contract. Any such proposal must be described in detail, stated as either a fixed percentage, fixed dollar amount, or other objectively calculable formula. The proposed financial commitment must clearly identify the timing, any associated conditions, and method of payment or contribution. Any proposed commitment shall be included as part of the Vendor's Financial Proposal and will be included in the University's evaluation of the overall cost of the proposal.

#### **4.3 FINANCIAL STABILITY**

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

#### **4.4 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.

#### **4.5 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.

Vendors must provide information regarding current programs in place with clients similar in size and scope to UNC Charlotte Athletics where they provide comparable janitorial services. At least three (3) examples must be provided to demonstrate the capabilities to meet the requirements of this RFP.

#### 4.6 REFERENCES

Vendor shall provide three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

#### 4.7 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

#### **4.8 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### **4.9 VENDOR'S REPRESENTATIONS**

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the 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.

#### **4.10 AGENCY INSURANCE REQUIREMENTS**

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

#### **4.11 SUBCONTRACTORS**

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 proposal 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.

#### 4.12 SECRETARY OF STATE REGISTRATION

A term contract award under the above-referenced solicitation 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.

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 ten (10) business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) proposal from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

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

### 5.0 SPECIFICATIONS AND SCOPE OF WORK

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#### 5.1 GENERAL

The Vendor shall provide all labor, on-site supervision, transportation, equipment (including two-way radios), uniforms, and consumable supplies necessary to perform the janitorial services and staffing roles as detailed in this RFP. The areas to be cleaned consist of athletic facilities (locker rooms, specialized flooring, bathrooms), offices, conference rooms, restrooms, hallways, stairwells, corridors, porches, decks, ancillary space, storage areas, and outside dumpster areas. All areas shall be cleaned within appropriate industry standards for relative types of area, as it relates to product usage and application.

The facilities requiring these janitorial services are:

1. James H. Barnhardt Student Activity Center/Halton Arena (9,000 seats; 263,148 sq. ft.)
2. Judy Rose Football Center at Jerry Richardson Stadium (15,300 seats)
3. Irwin Belk Track and Field Complex (4,000 seats; 10,171 sq. ft.)
4. Robert and Mariam Hayes Stadium (2,000 seats; 7,096 sq. ft.)
5. Sue Daughtride Softball Stadium (350 seats)
6. Halton Wagner Tennis Complex (200 seats; 11,114 sq. ft.)
7. Bob Daughtride Clubhouse (4,593 sq. ft.)
8. Wells Fargo Fieldhouse (45,270 sq. ft.)
9. Stubblefield Golf Short Game Facility (6,729 sq. ft.)

The services will be for janitorial cleaning, using Vendor provided equipment and cleaning consumables, on a daily basis. Please note that the university will provide trash can liners, soap for dispensers, and shampoo for dispensers. Any alternative schedule shall be agreed upon in writing by Athletics and the awarded vendor to ensure facilities are maintained to a high standard. Additional services such as set-up and break down of equipment for events taking place in these facilities will be required when requested of staff.

## 5.2 TASKS/DELIVERABLES

### Cleaning Requirements:

#### 1. Daily Tasks

- a. General Offices/Conference Rooms
  - i. Empty trash containers (trash will be placed by Vendor in university dumpsters)
  - ii. Dust horizontal furniture
  - iii. Spot clean desktops
  - iv. Thoroughly vacuum of all carpets
  - v. Removal of carpet stains
  - vi. Dust mop or sweep hard floors
  - vii. Damp mop with cleaner hard floors
  - viii. Clean glass partitions and doors on both sides
- b. Restrooms and Locker Rooms
  - i. Clean with germicidal disinfectant toilets and urinals
  - ii. Clean all sinks with disinfectant cleaner
  - iii. Clean all doorknobs with disinfectant cleaner
  - iv. Polish bright metal parts of fixtures
  - v. Clean and polish mirrors
  - vi. Empty and replace liners in trash containers
  - vii. Clean and replenish soap and shampoo dispensers (University provides these consumables)
  - viii. Spot clean and remove soap splashes, fingerprints, etc. from walls
  - ix. Dust partitions
  - x. Spot clean partition walls with detergent disinfectant
  - xi. Sweep then mop hard floors with a disinfectant solution
- c. Public Areas/Hallways/Entryways/Lobbies
  - i. Empty and replace liners in all trash cans
  - ii. Thoroughly vacuum all carpets
  - iii. Spot clean carpet stains
  - iv. Dust mop or sweep all hard floors
  - v. Damp mop with neutral cleaner all hard floors
  - vi. Clean glass partitions thoroughly on both sides
  - vii. Clean entryway metal and glass on both sides
  - viii. Vacuum (carpet) or sweep (vinyl) all entry mats at doors
  - ix. Spot clean wall surfaces around light switches
  - x. Clean all water fountains with a disinfectant and polish
- d. Elevators and Stairwells
  - i. Vacuum or damp mop all elevator floors
  - ii. Wipe clean with treated cloth all elevator walls and buttons
  - iii. Spot sweep and dust mop hard surface stairs
- e. Basketball Courts
  - i. Dust mop all basketball courts
  - ii. Run floor scrubber on competition basketball court and athletic practice court
  - iii. Clean all backboards with glass cleaner
- f. Compactor/Dumpster Areas
  - i. Place all refuse in appropriate dumpster

- ii. Sweep and/or power blow loading dock and compactor areas
  - iii. Stow totes in dumpster area
    - 1. At the Service Level in the Arena
    - 2. On the dumpster pad at the other locations
- 2. Weekly Tasks
  - a. General Offices/Conference Rooms
    - i. Dust wall hung pictures
    - ii. Dust baseboards and low vents
    - iii. Clean wall surfaces around light switches, etc.
  - b. Restrooms and Locker Rooms
    - i. Clean and disinfect tile walls and partitions
    - ii. Dust ceiling vents that can be reached from the floor
  - c. Public Areas/Hallways/Entryways/Lobbies
    - i. Dust and straighten any wall hung picture
    - ii. Dust baseboards and low vents
  - d. Elevators and Stairwells
    - i. Dust ledges and handrails
- 3. Monthly Tasks
  - a. General Offices/Conference Room
    - i. Dust and clean ceiling vents and ledges that cannot be reached from the floor
    - ii. Clean and vacuum upholstered furniture
    - iii. Dust blinds
  - b. Restrooms and Locker Rooms
    - i. Scrub hard floors with a detergent disinfectant solution and rinse thoroughly
    - ii. Add water and enzymes to floor drains
    - iii. Spot check and replace shower curtains as needed
  - c. Public Areas/Hallways/Entryways/Lobbies
    - i. Clean/dust ceiling vents that cannot be reached from the floor
    - ii. Clean/vacuum upholstered furniture
    - iii. Dust ledges and handrails
    - iv. Dust blinds
  - d. Compactor/Dumpster areas
    - i. Pressure wash compactor/dumpster areas
- 4. Yearly Tasks
  - a. Clean inside of all refuse containers

### **Set-up & Break Down Requirements**

- 1. Work with the Athletics Department to ensure event spaces, rooms and areas are set-up and broken down as directed in Athletics facilities to include, but not limited to, tables, chairs, podiums, staging, etc.
- 2. Set-up of Athletic equipment to meet the needs of the facility schedule to include, but not limited to, set-up of basketball goals, volleyball nets, etc.
- 3. Installation and removal of Tara Flex volleyball court for volleyball competitions in Halton Arena
- 4. Installation and removal of the removable basketball court in Halton Arena
- 5. Large event setups to include, but not be limited to, barricades, concert staging, tents, court tarp, retractable seating, dancefloor, etc.
- 6. Set-up as directed for events scheduled in any Athletic facility space

**Staffing Requirements**

1. Operations manager must be provided and be on site for point of contact for Athletics
2. Halton Arena/Student Activity Center: staff on site seven (7) days per week, including holidays that the university is open.
  - a. 1<sup>st</sup> Shift: One (1) supervisor and three (3) porter staff (6:00am-2:00pm)
  - b. 2<sup>nd</sup> Shift: One (1) Supervisor and three (3) porter staff (2:00pm-10:00pm)
  - c. 3<sup>rd</sup> Shift: One (1) Supervisor and five (5) porter staff (10:00pm-6:00am)
3. Judy Rose Football Center: staff on site seven (7) days per week
  - a. Three (3) porter staff based on facility scheduling
  - b. 3<sup>rd</sup> Shift Night Cleaner (10:00pm-6:00am)
4. Wells Fargo Fieldhouse and Bob Daughtridge Clubhouse
  - a. 3<sup>rd</sup> Shift Night Cleaner (10:00pm-6:00am)
5. Halton Wagner Tennis Facility, Stubblefield Golf Facility, Hayes Baseball Stadium, Softball Stadium, Irwin Belk Track and Field
  - a. To receive daily visit from porter staff assigned to either the Halton Arena or Football center because these facilities will not have staff specifically assigned to them. The daily visits will be used to maintain the cleanliness of these facilities.

For clarity, a porter is defined as an individual who works on site during business hours to maintain the facility's cleanliness, safety, and appearance. Porters are expected to handle real time cleaning such as spills, restocking of supplies in high traffic areas and keeping restrooms clean.

**Additional Requirements**

1. Supervision:
  - a. An Operations manager must be on site for supervision for all three shifts
  - b. The Vendor shall provide direct supervision of employees
  - c. The on-site supervisor shall have at least three (3) years of pertinent and documented cleaning supervisory experience, training, and education so that they are effectively able to organize, manage, and direct the work in the most expeditious manner possible
  - d. Supervisory personnel shall report to designated Athletics staff prior to each event or assignment to receive instructions specific to that event
  - e. All items considered "lost and found" to include money, wallets, purses electronic devices, jewelry, clothing, etc. shall be immediately turned into the Designated Athletics Supervisor or Shift Supervisor on duty for Athletics
  - f. The Vendor's supervisor shall review the work when completed with a Supervisor from Athletics staff to ensure the satisfactory completion of the job. A site evaluation form, to be agreed upon by the university and the awarded vendor, will be filled out during this review
  - g. Deficiencies shall require immediate attention from the Vendor before the evaluation form is signed by both the Vendor and the Supervisor from Athletics. This evaluation form will be kept on file and used to track problem areas, track performance of the Vendor, and assist in the year-end evaluation of the Vendor

**2. Uniforms:**

- a. The Vendor shall provide a standard, easily recognizable uniform for all employees providing service. Uniform design must be pre-approved by Athletics staff. Staff must be easily recognizable as Contractor staff from a distance up to sixty feet (60')
- b. All service staff must wear an identification badge at chest height that clearly identifies the Contractor's company name and the employee name. The employee's first name shall suffice and the University recommends refraining from using the last names of employees. The employee's name shall be equal in size or larger than the Contractor's company name and must be easily read at a glance from three (3) feet away
- c. All uniforms must be clean, pressed, well-maintained, and appropriately sized. No rips or tears will be permitted. Shirttails must be tucked in. Waistbands must be worn at the waist
- d. Either baseball type caps or knit hats may be worn. These must be part of a uniform bearing the contractor's name or logo, or they may be UNC Charlotte logos. Another acceptable option is a cap or knit hat that has no designs or writing
- e. The only logos or advertising permitted on uniforms are those of the Vendor or UNC Charlotte logo which is approved by Athletics staff
- f. Shorts and Capri pants are permitted but must be cleared by Athletics for when they may be worn. Shorts must be no shorter than three (3) inches above the knee and no longer than the bottom of the knee
- g. Event staff who are assigned outdoor duties should dress appropriately, which may include headgear and layers of warm clothing during the winter. Casual jackets (such as windbreakers) must meet the same criteria as stated for event shirts. During cold weather events, the University prefers that the layers be consistent in color, i.e. black turtlenecks for all staff, not varied colors. Contractor must provide rain gear when weather dictates
- h. At any time throughout the contract, the Vendor may be required to provide an accurate list of names and information for the cleaning crew working on the campus. The Contractor may also be required to have cleaning crews wear individual name and company ID badges

**5.3 PROJECT ORGANIZATION**

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

**5.4 TECHNICAL APPROACH**

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

1. Staff background check and drug screening process
2. Staff orientation, training, and retention program

3. Examples of comparable programs
4. Reference information
5. Work plan for accomplishing UNC Charlotte's program

## 6.0 CONTRACT ADMINISTRATION

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All Contract Administration requirements are conditioned on an award resulting from this solicitation.

### 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 a contact for customer service for all customer service-related issues.

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

### 6.2 INVOICES

The standard format for invoicing shall be single Invoices meaning that the Vendor shall provide the University with an invoice for an agreed upon period of the services provided, such as weekly or monthly. Invoices shall include detailed information to allow the University to verify pricing at point of receipt matches the correct price from the Vendor's proposal.

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

### 6.3 POST AWARD CONTRACT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet monthly, with the State for Contract 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. These meetings will also be used to provide updated facility scheduling to the Vendor.

#### **6.4 CONTINUOUS IMPROVEMENT**

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

#### **6.5 ACCEPTANCE OF WORK**

Performance of the work 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 are approved as acceptable by the Contract Manager.

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

#### **6.6 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

#### **6.7 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to 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 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. Amendments to the contract can only be through the contract administrator.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

## **7.0 ATTACHMENTS**

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### **\*\*IMPORTANT NOTICE\*\***

#### **RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

ATTACHMENTS B THROUGH G CAN BE ACCESSED FROM THIS LINK:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT A: FINANCIAL PROPOSAL**

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Detail and return the Pricing associated with this RFP, and label as “Attachment A: Cost Proposal.”

#### **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors are incorporated herein by this reference.

#### **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions are incorporated herein by this reference.

#### **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form.

#### **ATTACHMENT E: CUSTOMER REFERENCE FORM**

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Complete and return the Customer Reference form.

#### **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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Complete and return the Location of Workers Utilized by Vendor form.

#### **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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Complete, sign, and return the Certification of Financial Condition form.

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

**ATTACHMENT A: COST PROPOSAL**

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Complete and return the Pricing and any financial incentives associated with this RFP:

**Staffing Costs****1. Operations manager**

a. Daily Cost: \$ \_\_\_\_\_

**2. Halton Arena/SAC (Daily Costs)****a. 1<sup>st</sup> Shift:**

Supervisor: \$ \_\_\_\_\_ per shift

Porter Staff: \$ \_\_\_\_\_ per shift      x3      \$ \_\_\_\_\_ total

**b. 2<sup>nd</sup> Shift:**

Supervisor: \$ \_\_\_\_\_ per shift

Porter Staff: \$ \_\_\_\_\_ per shift      x3      \$ \_\_\_\_\_ total

**c. 3<sup>rd</sup> Shift**

Supervisor: \$ \_\_\_\_\_ per shift

Porter Staff: \$ \_\_\_\_\_ per shift      x5      \$ \_\_\_\_\_ total

**3. Judy Rose Football Center (Daily Costs)**

a. Porter Staff: \$ \_\_\_\_\_ per shift      x3      \$ \_\_\_\_\_ total

**b. 3<sup>rd</sup> Shift**

Night Cleaner: \$ \_\_\_\_\_ per shift

**4. Wells Fargo Fieldhouse and Bob Daughtridge Clubhouse (Daily Costs)****a. 3<sup>rd</sup> Shift**

Night Cleaner: \$ \_\_\_\_\_ per shift

**5. Halton Wagner Tennis Facility, Stubblefield Golf Facility, Hayes Baseball Stadium, Irwin Belk Track and field (Daily Costs)**

a. Porter Staff: \$ \_\_\_\_\_ per shift

**Financial Incentives Offered**

Per section 4.2 of this RFP, detail any incentives here (add pages as necessary)