

Solicitation (IFB, RFP, RFQ) No. **124-754**

Bidder/Offeror: \_\_\_\_\_

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO  
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number  
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: \_\_\_\_\_

Pursuant to N.C.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.



**RFP # 124-754**

**SOUTHEASTERN COMMUNITY COLLEGE**

**TITLE:** Food Service Operation  
**USING AGENCY:** Southeastern Community College  
**ISSUE DATE:** August 25, 2017

Sealed Proposals subject to the conditions made a part hereof will be received until **2 p.m., September 29, 2017** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

| <u>DELIVERED BY US POSTAL SERVICE</u>  | <u>DELIVERED BY ANY OTHER MEANS</u>  |
|--|--|
| RFP NO. 124-754<br>Southeastern Community College<br>P.O. Box 151<br>Whiteville, NC 28472<br>Attn: Robin Enzor | RFP NO. 124-754<br>Southeastern Community College<br>4564 Chadbourn Highway<br>Whiteville, NC 28472<br>Attn: Robin Enzor |

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

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

Direct all inquiries concerning this RFP to:

**Daniel Figler**  
**Vice President of Administrative Services**  
**910-642-7141 ext. 442**

[daniel.figler@sccnc.edu](mailto:daniel.figler@sccnc.edu)

**NOTE:** There will be a mandatory pre-bid site visit. See Questions concerning the specifications in this Request for Proposals will be received until September 15, 2017. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # being modified.

**It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

<http://www.pandc.nc.gov/>

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).



## BACKGROUND

Southeastern Community College (the College) is seeking to contract its campus food service operation. Approximately 500 gross square feet will be available for the kitchen and serving area. The college is currently seeking proposals for this service to be able to best utilize this space for the college. This facility will not be equipped for on-site cooking/grilling.

Southeastern Community College is a comprehensive community college providing educational services and occupational training for the area's adult population. The college offers curriculum courses, continuing education classes, and basic skills instruction. During the past year, approximately 5,000 curriculum, continuing education and early college students were enrolled at Southeastern Community College and utilized the campus facilities. The college has over 200 full and part-time employees and adjunct faculty during each semester.

### Mandatory Pre-Bid Site Visit(s)

Vendors interested in responding to the Request for Proposal are required to attend a mandatory pre-bid site visit on the **8<sup>th</sup> of September 2017 between 9:00 am through 2:30 pm EST** at the following location: Call to set up appointment: 910-642-7141, x201, Robin Enzor.

Southeastern Community College  
**NESMITH Student Center, Bldg. G, 4564 Chadbourn Hwy. Whiteville, NC 28472**

Vendors are expected to be fully acquainted with the site related to the proposed services and to obtain a thorough understanding of the facility logistics. It is imperative that vendors acknowledge and understand any difficulties and/or restrictions that may affect the execution of the work under the contract. Vendors shall not be relieved from assuming all responsibility for properly estimating the difficulties and/or restrictions and cost of performing the services required because of failure to investigate the conditions or be aware of all the information concerning the services to be provided. **A maximum of two (2) attendees from each vendor are permitted.** Failure or omission of any vendor to visit the site(s) and acquaint himself/herself with conditions that exist will automatically deem the proposal as non-responsive and subject to rejection. **Appendix A, Site Visit Acknowledgement, MUST be executed by a College Representative, AND included with the proposal.**

## SCOPE OF WORK

The College desires to enter into a three (3) year contract for all operational aspects of the food service operation, exclusive of vending services. .

Proposals must meet all requirements as set forth in these specifications. Include in your proposal proposed menus, service concepts, pricing, and, advertising/marketing plans. Contractors should attach any additional information deemed important to the proposal.

## GENERAL TERMS AND CONDITIONS

### ■ Operating Hours:

Monday-Thursday: 7:30 am- 2:30 pm, dinner hours optional

Friday: 7:30 am – 2:30 pm (optional)

College Holidays – closed

Student Breaks (fall, spring, and between semesters)-optional

### ■ Menus: Suggested, but not limited to the following menu items: Healthy food choices are important.

- Emphasis on healthy options-low-fat, low-sodium, low-sugar, whole wheat, dark green leafy salad mix, etc.

**(Reminder: This facility will not be equipped for on-site cooking/grilling.)**

#### Breakfast:

- Variety of typical breakfast items including: biscuits/bagels, cereals, fresh fruits, pastries, yogurt, and hot and cold beverages. Breakfast items may be hot/cold.

#### Lunch and Dinner:

- Variety of items (hot/cold) including sub sandwiches, deli sandwiches, wraps, soups, salads, and pizza. Include vegetarian selections.

**Other:**

- Variety of dessert items such as cookies, frozen yogurt, smoothies, ice cream, etc.

■ **Pricing/Revenue:**

The College is requesting proposals that address the vendor paying the College rent/commissions, (a percentage of gross revenue less applicable sales tax) of 4% to 9%, which are to be paid in monthly installments. In addition to, the College will consider other financial incentives such as sponsorship funding. The College reserves the right to award this contract to the Contractor based on the proposal considered by the College to be the most advantageous or to constitute its best interest.

■ **Vending:**

The College has exclusive rights to contract and/or operate all vending on the College's premises. The College retains the right to add additional vending machines in new or existing facilities.

■ **Catering Services:**

The College occasionally requires catering services for on-campus functions such as parties, meetings, faculty and staff lunches, etc. The College will allow the food service Contractor first option on catering services for on-campus activities, however college employees and students are under no obligation to use the Contractor for catering services. The food service Contractor is prohibited from using the College facility for non-college catering. On-campus catering revenues are subject to the same commission requirement as all other food sales and must be included in the gross sales for the food service operation. This contract does not prohibit approved College organizations from selling/giving away food at special college events.

■ **College Expenses:**

The College shall provide the following items as a part of this contract:

- Electricity
- Water (3 Well-Sink)
- Lighting (except Contractor installed lighting)
- Pest Control and Extermination

■ **Contractor Expenses/Requirements:**

• **Installed Equipment:**

The college maintains a double door stainless steel refrigerator/cooler [dimensions 4'4" x 2'9"] and is installed in the food service storage area. In the event this equipment needs service or repair the college will pay the first \$500 of any service or repair to or for the equipment during each calendar year of service. This amount is noncumulative. Any other cost above \$500 will be borne by the Contractor. If during the operation the cost to maintain the equipment is deemed prohibitive then the College reserves the right to remove the refrigerator/cooler unit. The Contractor will responsible to furnish a replacement item if necessary.

• **Uninstalled Equipment:**

All external equipment will be furnished by the Contractor. Repairs, maintenance, and cleaning will be the responsibility of the Contractor. Any installation of equipment that requires attachment to the structure or modification of the structure requires prior approval by the College's vice president of administrative services. Sinks will be provided by College.

• **Menus and Signage:**

The Contractor is responsible for acquiring and maintaining all menus and signage. All menus and signage must be approved by the College's vice president of administrative services.

• **Purchases:**

The Contractor is responsible for the order and payment of all foods, condiments, paper products, kitchen utensils, trash receptacles, trash and garbage bags, and cleaning supplies.

• **Food Waste:**

The Contractor will provide waste disposal services for the food service operation.

• **Licenses, Permits, & Health Code Compliance:**

The Contractor is responsible for assuring compliance with state and local public health code regulations. The Contractor is financially responsible for acquiring all required licenses and permits.

- **Cleanliness:**  
The Contractor must keep the food preparation area, serving area, and dining room clean and sanitized at all times in accordance with state and local public health code regulations. This includes keeping all tables clean and trash receptacles clean and emptied as necessary.
- **Hiring:**  
The Contractor is responsible for hiring, training, and compensating all employees who prepare and serve foods.
- **Manager Contact:**  
The Contractor shall have a designated manager on site at all times.
- **Employee Compensation:**  
The Contractor is responsible for all employee compensation and related matching payroll costs and must adhere to federal minimum wage and employment guidelines.
- **Reporting:**  
The Contractor will remit weekly copies of sales receipts for gross sales accrued for that week. This information will be downloaded into a PDF file or into a useable report and sent electronically to the business office every Tuesday (or mutually agreed upon day). Subsequently, the Contractor will also remit a monthly sales report and the applicable commission by the 15<sup>th</sup> of the subsequent month (or another mutually agreed upon date) to the college's business office. This report will detail the gross and net sales for the period and the computation of the commission. Commissions received after the designated date will be subject to a 5% late filing penalty. Late filing for two consecutive months or for 3 months within any 12-month period is deemed sufficient grounds to terminate the contract. The Contractor will provide the College with copies of all required sales tax reports.
- **Capital Improvements:**  
All proposed improvements must be submitted and approved by the College's vice president of administrative services.
- **Use of Buildings and Facilities**  
The Contractor must exercise extreme care in the use of the buildings and facilities of the College and shall be responsible for any damages caused to the premises by any agents or employees of Contractor. Contractor shall not make any alterations, additions, roof penetrations, or improvements to the premises nor install any equipment, other than portable equipment, without the express written consent of the College's vice president of administrative services. Following the expiration or termination of this agreement, Contractor must leave the premises in the same condition as now exists, reasonable wear and tear excepted.
- **Responsibility to Maintenance Department:**  
It will be the responsibility of the Contractor to immediately notify the Director of Administrative Services at Southeastern Community College of any repairs and maintenance that need to be made to the facility.
- **Monetary Change:**  
The Contractor must provide change to students, staff, or faculty as necessary.
- **Checks and Bank Credit/Debit Cards:**  
The Contractor may accept personal checks at its own risk. The College will not be responsible for or assist in any way with the collecting of dishonored checks. The Contractor shall establish a system that will include an analog or digital credit card machine in order to accept credit and bank debit cards for the amount of purchase. The Contractor may establish a minimum purchase amount not to exceed \$5 for use of bank credit/debit cards. The Contractor will be solely responsible for installation, maintenance and monthly charges for this service. NOTE: Contractor is responsible for their own PCI compliance with debit and credit cards processing...
- **Telephone and Technology Service:**  
The College provides the following items in the food service area.  
Telephone and telephone service.  
Data port/Ethernet cable.  
The college is responsible for the maintenance and repair of telephone and technology in the food service operation. Any routers, peripheral devices brought in by the Contractor must be approved by the Director of Information Technology.

■ **Contract Term:**

The contract term shall be for a period of three (3) years from the effective date, (date accepted by the College) with an annual review at the end of each year. Start date would be on or about January 2, 2018.

■ **Termination:**

Either party may terminate this contract "for cause" if the defaulting party fails to cure such "cause" within 30 days after receipt of written notice detailing the failure. The term "for cause" includes but is not limited to:

- A. A material breach of any term or condition in this contract
- B. The Contractor fails to remit monthly report, base rent and commission within 30 days after the end of the reporting month.
- C. If either party makes a general assignment for the benefit of creditors, or if a receiver is appointed due to insolvency
- D. Contractor fails to maintain proper environmental conditions
- E. Contractor fails to properly maintain the equipment such that it fails to meet OSHA and/or UL standards or the equipment poses a fire or safety hazard
- F. Contractor misuses or abuses services or facilities for purposes other than those intended

This contract may be terminated by either party "without cause" upon written notification (via certified mail) 90 days prior to the desired termination date.

■ **Accounting Records:**

The Contractor will allow the College to audit or cause to be audited, the accounting records to determine compliance with the terms and conditions of this contract and the Contractor's performance.

■ **Indemnification:**

The Contractor will indemnify the College from and against any and all valid claims, actions, damages, and liabilities in connection with loss of life or personal injury or sickness arising from or out of the occupancy or use of the College facilities by the Contractor in conjunction with this agreement, occasioned wholly or in part by the negligence of the Contractor, its agents, Contractors or employees to the extent allowed by law. Contractor shall provide the College with certificate of such insurance.

■ **Award of Contract:**

The College reserves the right to award this contract to the Contractor based on the proposal considered by the College to be the most advantageous or to constitute its best interest. Bidders should attach any additional information deemed necessary in evaluating proposals offered.

■ **Contract Changes:**

Any changes to the terms and conditions of this contract must be confirmed in the form of a written amendment and approved and signed by the appropriate College official and the Contractor's designated representative. The requirements of this contract can be altered only by written addendum. Oral communications from whatever sources are of no effect.

# Certification of Eligibility Under the Iran Divestment Act

Pursuant to G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.59 requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor on any contract with the State agency shall not utilize any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/Iran> and will be updated every 180 days.



## THE PROCUREMENT PROCESS

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

1. Request for Proposals (RFP) is issued to prospective Contractors.
2. A deadline for written questions is set. (See cover sheet of this RFP for details.)
3. Proposals in one original and **four (4)** copies will be received from each offeror in a sealed envelope or package clearly labeled with the RFP Number. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
6. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Financial information, statements and/or documents submitted with a proposal shall be evaluated to determine: whether the offeror has sufficient ability to perform the contract; whether the offeror is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether offeror has provided complete, reliable and accurate financial information regarding its business operation. The evaluators will randomly select at least three of offeror's references, but the evaluators' reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the College.

In addition to any other evaluation criteria identified in the college's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the College:

- Total cost to the College
- Level of quality provided by the vendor
- Process capability across multiple jurisdictions
- Protection of the College's information and intellectual property
- Availability of pertinent skills
- Ability to understand the College's business requirements and internal operational culture
- Risk factors such as the security of the College's information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

7. Offerors are cautioned that this is a request for offers, not a request to contract, and the College reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the College.

**COST PROPOSAL/EXECUTION OF PROPOSAL**

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

- \_\_\_\_\_ This proposal is signed by an authorized representative of the firm.
- \_\_\_\_\_ It can obtain insurance certificates as required within 10 calendar days after notice of award.
- \_\_\_\_\_ The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- \_\_\_\_\_ All labor costs, direct and indirect, have been determined and included in the proposed cost.
- \_\_\_\_\_ The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- \_\_\_\_\_ The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services as outlined in its proposal.

OFFEROR: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY, STATE, ZIP: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_

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

\_\_\_\_\_

Will any of the work under this contract be performed outside the United States?  Yes  No  
(If yes, describe in technical proposal.)

**N.C.G.S. § 133-32 and Executive Order 24** prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Printed name)

\*\*\*\*\*

ACCEPTANCE OF PROPOSAL  
*(Southeastern Community College)*

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.**

Unsigned proposals will not be considered.

## Where Service Contracts Will Be Performed

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

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Issuing Agency: **Southeastern Community College**

Solicitation #

Agency Contact Person & phone #:  
**Daniel Figler, Vice President of Administrative services**  
**910-642-7141 ext. 442**  
[daniel.figler@sccnc.edu](mailto:daniel.figler@sccnc.edu)

Solicitation Title / Type of Services: *Food Services*

OFFEROR: \_\_\_\_\_

City & State: \_\_\_\_\_

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

| Service | City/Providence/State | Country |
|---------|-----------------------|---------|
| _____   | _____                 | _____   |
| _____   | _____                 | _____   |
| _____   | _____                 | _____   |

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

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

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

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

|       |       |       |       |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(Attach additional pages if necessary.)

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The College shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

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

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
  - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
  - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non-re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offeror's sole responsibility; the College will not reimburse any offeror for any costs incurred prior to award.
  7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of **60 days**. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.
  8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
  9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the College's purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offeror's proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the College, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
  10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the College when received.

11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime Contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the College invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the BID Opportunities icon, click on Search Bid Number, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

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

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

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

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

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

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

7. **TERMINATION:** The College may terminate this agreement at any time by *90 days'* notice in writing from the College to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the College, become its property. If the contract is terminated by the College as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the Contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the Contractor for payment if the Contractor accepts that card

(Visa, MasterCard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the Contractor.

9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the College for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the College.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.  
The Contractor shall retain all records for a period of three years following completion of the contract.
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
  - a. Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:
  - a. Worker's Compensation - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the Contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
  - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
  - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as



they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the College and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The Contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

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

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

25. **By EXECUTIVE ORDER 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or Contractor (i.e. architect, bidder, Contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and Contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and Contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and Contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

08/09/2017

## APPENDICES

|   |            |
|---|------------|
| Site Visit Acknowledgement .....            | Appendix A |
| Food Service Prep & Counter Schematic ..... | Appendix B |



SITE VISIT ACKNOWLEDGEMENT FORM

**124-754**  
Food Services Program

Vendor representative certifies that he/she has visited the sites of the proposed services and fully acquainted himself/herself with the conditions relating to the proposed service so that he/she may fully understand the facilities, difficulties and restrictions attending to the execution of the work under the contract. Having done so, preliminarily accepts the site in current condition and further certifies that he/she has sufficient manpower available to perform the services. Undersigned also submits that he or she is an authorized representative of the company represented below, and is authorized to execute this form.

COMPANY INFORMATION:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
WEBSITE: (URL) \_\_\_\_\_

ATTENDEE INFORMATION

NAME: [print] \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTENDEE INFORMATION

NAME: [print] \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

COLLEGE REPRESENTATIVE VERIFICATION

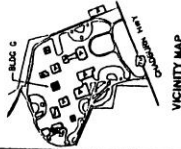
NAME: [print] \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DATE: \_\_\_\_\_

REVISIONS

|     |      |             |
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| NO. | DATE | DESCRIPTION |
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|     |      |             |



**NESMITH  
STUDENT CENTER  
BLDG "G"  
RENOVATION**  
SOUTHWESTERN  
COMMUNITY COLLEGE  
1000 UNIVERSITY AVENUE  
LEWISVILLE, TEXAS 75041



**NOT FOR  
CONSTRUCTION**



PROJECT NO. 1018  
DATE: 03.03.11  
PROJECT MANAGER: A201  
RELEASE DATE: 03.03.11

RENOVATION PLAN  
FIRST FLOOR

SHEET TITLE: 1018  
PROJECT NUMBER: 03.03.11  
A201  
RELEASE DATE: 03.03.11

**GENERAL PLAN NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2010 INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING FINISHES TO REMAIN.
8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND STANDARDS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
11. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
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**WALL PARTITION LEGEND**

1. 1/2" Gypsum Board on 2x4 Stud

2. 5/8" Gypsum Board on 2x4 Stud

3. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment

4. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment

5. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking

6. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking

7. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating

8. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating

9. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating and Sound Masking

10. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating and Sound Masking

**RAIATED WALLS LEGEND**

1. 1/2" Gypsum Board on 2x4 Stud

2. 5/8" Gypsum Board on 2x4 Stud

3. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment

4. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment

5. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking

6. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking

7. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating

8. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating

9. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating and Sound Masking

10. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating and Sound Masking

**EQUIPMENT LEGEND**

1. 1/2" Gypsum Board on 2x4 Stud

2. 5/8" Gypsum Board on 2x4 Stud

3. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment

4. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment

5. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking

6. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking

7. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating

8. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating

9. 1/2" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating and Sound Masking

10. 5/8" Gypsum Board on 2x4 Stud with Acoustic Treatment and Sound Masking and Fire Rating and Sound Masking

