



# STATE OF NORTH CAROLINA

## Carteret Community College

Request for Proposal #: **RFP# 84-112015**

### Website Redesign

Date of Issue: **11-13-15**

Proposal Opening Date: **01-06-16**

At **2:00 pm ET**

Direct all inquiries concerning this RFP to:

**Donna L. Cumbie**

**Purchasing and Fixed Assets Officer**

Email: **cumbied@carteret.edu**

Phone: **252-222-6161**

# STATE OF NORTH CAROLINA

Request for Proposal #

**RFP# 84-112015**

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For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 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 is to be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

**ID Number:**

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Federal ID Number or Social Security Number

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Vendor Name

# STATE OF NORTH CAROLINA REQUEST FOR PROPOSALS

## RFP #84-112015

**TITLE:** **WEBSITE REDESIGN**

**ISSUING AGENCY:** Carteret Community College

**ISSUE DATE:** November 13, 2015

**DUE DATE:** January 6, 2016

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m., Wednesday, January 6, 2016** for furnishing services described herein.

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

<b>DELIVERED BY US POSTAL SERVICE</b>	<b>DELIVERED BY ANY OTHER MEANS</b>
RFP NO. 84-112015  Carteret Community College Attn: Donna Cumbie, Purchasing Department 3505 Arendell Street Morehead City, NC 28557	RFP NO. 84-112015  Carteret Community College Attn: Donna Cumbie, Purchasing Department 3505 Arendell Street Morehead City, NC 28557

**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:

Donna Cumbie  
Purchasing & Fixed Assets Officer  
Carteret Community College  
E-mail: [cumbied@carteret.edu](mailto:cumbied@carteret.edu)

**NOTE:** A MANDATORY PREPROPOSAL CONFERENCE/SITE VISIT for all prospective offerors is scheduled for 10:00 am, December 1, 2015 in the McGee Building Boardroom. Attendance at this conference is a prerequisite for consideration of an offeror's proposal.

All questions concerning the specifications in this Request for Proposals will be received in writing via e-mail until Wednesday, December 9, 2015 2:00 pm (EST). 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>).**

## INTRODUCTION

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The intent of this Request for Proposal is to select a qualified firm for providing quality information technology services to support the College's effort to re-design its website at [www.carteret.edu](http://www.carteret.edu). This solicitation requests information, price and timeline to re-design the College's website.

### Background

Founded in 1963, Carteret Community College is one of 58 institutions comprising the N.C. Community College System. Located in Morehead City, N.C., the college lies on the shores of the beautiful Bogue Sound -- part of the Atlantic Intracoastal Waterway.

In the early years, the college offered a limited number of vocational technical courses such as marine diesel, small engine repair, air conditioning and heating, and electrical. Today, the college features a wide-range of educational, technical and vocational programs.

With more than 100 courses to choose from, students can pursue programs leading to a certificate, diploma or associate degree. The courses of study include: Aquaculture, Basic Law Enforcement, Business Administration, Construction Trades, Cosmetology, Criminal Justice, Culinary Technology, Early Childhood Associate/Teacher Associate, Electrical/Electronics, Emergency Medical/Paramedic, Esthetics, Fine Arts, Firefighter Training, Information Systems, Interior Design, Internet Technologies, Healthcare Management, Hotel and Restaurant Management, Marine Propulsion, Office Systems Technology, Paralegal Technology, Photographic Technology, Therapeutic Massage, Welding, and a wide range of Health Science programs.

The college transfer curriculum is one of the most popular programs, and enables students to obtain an associate in arts or associate in science degree and transfer to a four-year institution. Additionally, the college offers a variety of Corporate and Community Education courses to provide general education opportunities for upgrading job skills, gaining certification, and satisfying personal interests. These courses are offered on a continual basis, and include: several pre-licensing courses, computer applications, desktop publishing, First Aid/CPR, emergency medical technician certification, and a variety of Basic Skills courses.

The student body consists of approximately 1,900 curriculum and 4,500 continuing education students, reflecting a rich diversity of age, income, ethnicity and educational background.

As a central part of the community, the college also works closely with numerous community agencies such as the Chamber of Commerce, Tourism Development Board and the Economic Development Council to encourage economic growth in the area. One of the colleges' newest programs includes Hotel and Restaurant Management training to support the areas number one hospitality and tourism industry.

### Existing Issues and Challenges:

- Lack of consistency across school/departmental pages
- Relatively out-of-date or inaccurate content
- Poor engagement with secondary audiences like alumni and current students/faculty
- Static web content and/or lack of dynamic content relationships
- Pages not optimized for search engines
- Poor connectivity with social media channels
- Website elements not accessible
- Not compliant with W3C WCAG1, WCAG2, and Section 508 Guidelines.
- Poor experience on tablets and mobile devices
- Over-reliance on technology-savvy staff
- Inefficient website management processes

## OBJECTIVE AND SCOPE OF WORK

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Carteret Community College is requesting proposals from web, digital and technology consultants that understand state government and the community college or higher education sector. To be successful, the vendor will also need strong graphic design skills, information architecture skills, extensive knowledge of Web Content Management Systems, experience with responsive and mobile design, usability best practices and standards, and usability testing skills.

Carteret Community College's website is the centerpiece of the College's digital strategy for marketing and recruiting students. The website's primary purpose is to allow prospective students to easily learn about and apply to CCC. A close secondary purpose is to provide information to current students as well as other stakeholders.

CCC has determined that its present website is out-of-date and no longer meeting the needs of the College or serving its primary mission to attract prospective students. The college is looking to enhance the ease of use for both students and other stakeholders with a redesign, and is interested in a dynamic, innovative design and architecture that engages the visitors and provides easy access to the information sought after.

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

### Key Objectives:

- Stronger presentation of the organization's brand
- Stronger online user experience on all devices (responsive design, ideally)
- Improved usability for organizational staff responsible for maintaining the website, and publishing/managing web content
- Better visual brand consistency across the web ecosystem
- Improved search engine performance and growth in web traffic
- Implementation of a user-friendly web content management system that meets specific organizational technology requirements
- Leverage dynamic, related content types to create a more dynamic website experience
- A plan for technical support, hosting, and CMS training
- Development of a website style guide
- Compliant with Web Content Accessibility Guidelines, etc.
- Identify and promote the top tasks (simple and frequent tasks) that visitors come to CCC's website to accomplish
- Promote and educate website visitors on CCC's work and the resources available to them through CCC

### Scope of Work:

- Nontechnical staff from the College must be able to easily maintain the content of the database through a series of web-based data entry forms (i.e. content management system)
- Development of a dynamic "site map" template.
- Implementation of appropriate site and database security protocols.
- Web pages will be generated dynamically using the database and a series of content-based templates
- The website must be mobile-responsive for an optimized user experience on all mobile platforms.
- The website must be browser independent.
- The website must integrate with social media outlets.
- The website must be ADA compliant.

- The website must include an interactive employee directory that can be updated easily by staff.
- The website must provide links to external resources used by CCC (e.g., Moodle, Web Advisor, Student Email)
- The website must allow for video.
- The website must have a robust search capability.
- The proposal must include all system requirements as well as human resources required.
- The proposal must include training as applicable.
- The College also has other sites within the main site that are currently styled differently; e.g. <http://www.carteret.edu/Foundation/index.php> and <http://www.carteret.edu/library/>) but will need to be included in the redesign.
- The College also hosts an Intranet site, which is outside the scope of this project; however, consideration will be given to integrate the CCC Intranet into the new CCC Internet design.
- The website is currently being hosted internally but CCC would prefer external hosting and proposals will need to include the project price and the additional ongoing costs.

### Budget

A specific budget has been set for this project. The complete project will not exceed \$25,000.00.

### Timeframe

The website redesign will be completed no later than the start of the Fall 2016 Semester.

## TENTATIVE Procurement Schedule

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

Event	Responsibility	Date and Time
Issue RFP	State	November 13, 2015
Hold Pre-Proposal Conference/Site Visit	State	December 1, 2015, McGee Building Boardroom, at 10:00 am
Submit Written Questions	Vendor	December 9, 2015 2:00 pm
Provide Response to Questions	State	December 18, 2015 2:00 pm
Submit Proposals	Vendor	January 6, 2016 2:00 pm
Evaluation Team Meets to discuss and evaluate proposals; Short-lists made	State	January 8, 2016
Reference checks and site visits begin <b>IF</b> deemed necessary	State	January 12, 2016
Oral Presentations and Evaluation Team recommendation determined	State	January 26, 2016, McGee Building Boardroom, at 10:00 am

### Subject to Change:

The above tentative schedule is subject to change.

## CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the 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 and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the state would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

## THE PROCUREMENT PROCESS

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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 preproposal conference and/or deadline for written questions is set. (**See cover sheet of the RFP for details.**)
3. Proposals in one (1) original and (7) copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be publicly opened and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. 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.
7. 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.
8. A minimum of three (3) references with at least (1) educational required; Proposers with Higher Education references will be given preference. Please complete and submit form located on page 7 with proposal. Provide the following information:
  1. Company Name
  2. Address
  3. Contact Person
  4. E-mail address (REQUIRED – References submitted without e-mail address will be disregarded)

5. Phone Number
6. Toll-Free Number (if applicable)
7. Fax Number
8. Educational References (College, University and Schools)
9. Non-Educational References.

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 State.

9. Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the offeror and its staff, and cost.

**Criteria for evaluation:**

- **20% - Corporate Background, Experience and References**
- **20% - Project Staffing and Organization**
- **50% - Technical/Design Approach**
- **10% - Cost Proposal**

In addition to any other evaluation criteria identified in the State agency'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 State:

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

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



<b>PROPOSER REFERENCES</b>			
<b>EDUCATIONAL CLIENT NAME/ADDRESS</b>	<b>CONTACT PERSON</b>	<b>TELEPHONE AND FAX NUMBER</b>	
Name:	Name:	Phone:	
Address:		Toll Free:	
	E-Mail:	Fax:	
Name:	Name:	Phone:	
Address:		Toll Free:	
	E-Mail:	Fax:	
Name:	Name:	Phone:	
Address:		Toll Free:	
	E-Mail:	Fax:	
<b>NON-EDUCATIONAL CLIENT NAME/ADDRESS</b>	<b>CONTACT PERSON</b>	<b>TELEPHONE AND FAX NUMBER</b>	
Name:	Name:	Phone:	
Address:		Toll Free:	
	E-Mail:	Fax:	
Name:	Name:	Phone:	
Address:		Toll Free:	
	E-Mail:	Fax:	
Name:	Name:	Phone:	
Address:		Toll Free:	
	E-Mail:	Fax:	
<p><b>INCLUDE FAX NUMBERS AND E-MAIL ADDRESS</b></p> <p>This form must be completed and included with your submittal to fulfill the requirements of page 5.</p> <p><b>NOTE: BE SURE TO RECONFIRM ALL E-MAIL ADDRESSES PRIOR TO SUBMITTAL TO ENSURE THEY ARE CURRENT.</b></p>			

## PROPOSAL REQUIREMENTS

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The response to this RFP shall consist of the following sections:

- Corporate Background and Experience
- Project Staffing and Organization
- Technical/Design Approach
- Outsourcing
- Cost Proposal

### 1. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included and the list shall include all similar contracts performed by the offeror in the past two, three, four, five (pick a reasonable period) years. The evaluators will randomly select at least three of these 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 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.

### 2. Project Staff and Organization

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project.

The offeror 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.

### 3. Technical/Design Approach

This section shall include, in narrative, outline, and/or graph form the offeror'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. Offers shall provide samples of previous web design work and/or web design ideas.

### 4. Outsourcing

The Vendor must detail the manner in which it intends to utilize resources or workers located outside of the United States, and the State of North Carolina will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of the State.

For any proposed or actual utilization or contract performance outside of the United States, the offeror's proposal must include:

- a) The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractors.

The State may initiate proceedings to debar a vendor from participation in the bid process and from contract award as authorized by North Carolina law, if it is determined that the vendor has refused to disclose or has falsified any information provided herein.

**5. Cost Proposal**

The Cost Proposal shall be submitted and include:

- Personnel costs (including hourly rates and total hours)
- Travel and Subsistence Expenses
- Subcontractor Costs (if any)
- Other Costs (e.g., office expenses)
- TOTAL COST A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

***NOTE: A cost summary sheet is often helpful for evaluation.  
Make the format very clear so you are not "comparing apples and oranges".***

### 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.

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 offeror has attended the **mandatory** conference/site visit and is aware of prevailing conditions associated with performing these services.

The offeror can and will provide the specified performance bond or alternate performance guarantee (if applicable).

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 45 days from the date of the opening, to furnish the subject services contained in the scope of work for a **TOTAL COST** not to exceed \$25,000.

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

**Carteret 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.



Issuing Agency: Carteret Community College

RFP 84-112015

Agency Contact Person: Donna Cumbie; 252-222-6161; cumbied@carteret.edu

Solicitation Title/Type of Services: Website Redesign



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 State 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 offerors' sole responsibility; the State of North Carolina 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 45 days. Although the contract is expected to be awarded prior to that time, the 45 day period is requested to allow for unforeseen delays.
  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 State'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 offerors' 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 State, 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 State 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 State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
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. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
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 IPS BIDS icon, click on Search for Bid, 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)**

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

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

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

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

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

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

7. **TERMINATION:** The Agency may terminate this agreement at any time by *five (5) days* notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.



10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors 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 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
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 Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

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

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

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."