

**STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS**

RFP #72-PCWP7011

TITLE: ALUMNI ONLINE SERVICES

ISSUE DATE: 08/08/2007

ISSUING AGENCY: University North Carolina Wilmington
Purchasing Services
601 South College Road
Wilmington, NC 28403-5615

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m., Tuesday, September 11, 2007** 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. <u>72-PCWP7011</u> University North Carolina Wilmington Purchasing Services Attn: Carol Page 601 South College Road Wilmington, NC 28403-5615	RFP NO. <u>72-PCWP7011</u> University North Carolina Wilmington Purchasing Services Attn: Carol Page 601 South College Road Wilmington, NC 28403-5615

IMPORTANT NOTE: Indicate firm name, "Cost Proposal", 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:

Carol Page
University North Carolina Wilmington Purchasing Services
601 South College Road
Wilmington, NC 28403-5615
Telephone: 910/962-3190
Fax: 910/962-3829
Email: pagec@uncw.edu

NOTE: Questions concerning the specifications in this Request for Proposals will be received until Monday, August 20, 2007. 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.state.nc.us/pandc/>

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

The purpose of this Request For Proposal (RFP) is to elicit proposals from service providers for online services related to the operation of an alumni online community offered by the University of North Carolina at Wilmington Alumni Office. The goal of this project is to enhance the current services being offered to advance all dimensions of the lifelong alumni experience.

BACKGROUND

The University of North Carolina at Wilmington was founded in 1947 as a two-year college under the name Wilmington College. In 1969, it became a constituent university of the University of North Carolina System under the name the University of North Carolina at Wilmington. Today, UNC Wilmington is one of sixteen independent campuses of the UNC system. The University has a total population of 11,000 students, 2,900 live on campus.

UNC Wilmington graduates approximately 3500 students each year and has a total living alumni population of over 46,000. The Alumni & Development Offices currently maintain records with about 44,724 good postal addresses and 13,497 good e-mail addresses. Of those graduates with good addresses, nearly 32,612 live in North Carolina.

SCOPE OF WORK

It is intended that this RFP will result in a contract with the successful bidder for a term of three (3) years, with the option, upon mutual agreement, to extend for up to three (3) one-year terms.

The project will entail the development and/or the enhancement of the current services available to alumni through the online community; this to be completed within the first 120 days of implementation. These services include the following:

- Website
- E-Newsletter
- Broadcast E-Mail
- Member Registration and On-Line Directory
- Events Management
- Class Notes
- Social Networking / Discussion Groups
- Electronic Survey Tools
- Permanent E-mail Address
- On-Line Giving
- Integrated Reporting
- Content Management System
- Data Synchronization
- Seamless Data Integration with SCT Banner
- Personalized & Targeted Marketing
- Chapter & Subgroup Support

Service provider shall provide an implementation schedule outlining project management of services developed over the first 120 days of implementation.

The following outlines the key expectations in relationship to the minimum services that should be delivered. Proposers should ensure that their proposals address these expectations.

A. Electronic Newsletter

An important feature of the online community is the ability to publish a polished electronic newsletter. The following are specific expectations that should be addressed by the proposal:

- Integration: The newsletter creation process should integrate with other components to reduce duplicated input and to provide users automatically updated information.
- White listing: Vendor should be a registered/bonded white list sender.
- Spam: Newsletter should be checked against major spam filtering tools before transmission.
- Segmentation: Should be able to segment newsletter content to specific affinity groups.
- The newsletter should also work seamlessly with a polling and survey component.
- Bounce backs: System should have easy-to-use bounce back management.

- Analytics: System should be able to provide easy to understand analytics reports at the message, user and campaign levels.
- Preview & Test. Should be able to preview and test messages before they are sent.

B. Broadcast Email System

The same system and requirements for the Electronic Newsletter should be applicable to a broadcast e-mail system. The broadcast e-mail module will allow internal UNC Wilmington staff members and alumni volunteers the ability to publish and send broadcast e-mails to the alumni population. The following are specific expectations that should be addressed by the proposal:

- E-mails need to be HTML supported. Ability to embed hyperlinks, images, fonts and other special formatting as needed.
- Robust and easy to use WYSIWIG tool for email creation.
- Ability to create email in both HTML as well as plain text (easy conversion of HTML into plain text)
- E-mail management system has to be able to allow administrator to filter/exclude opt out groups.
- Ability to test email message before they are sent out.
- Ability to data mine and create custom queries to be used for email delivery.
- Ability to schedule email delivery
- Ability to archive or store old messages.
- In-depth reporting on bounce backs (hard bounce or soft bounce), open rates, click through rates, forwarded click through rates on alumni email is needed.
- Easy to use data querying tool is needed to create e-mail groups (list) based on various data requirements
- Ability to download data from e-mail lists (groups) into a readable format (excel, .CSV.)
- Ability to upload temporary and permanent non-alumni email data (lists) for broadcast emails.

All broadcast e-mails sent either by volunteers or staff should be able to show activity trends, including, but not limited to the following:

- How many sent
- How many bounced back
- How many were bad e-mail addresses and a way to correct or identify them
- How many responded and the ability to segment those people for future mailings
- Who sent and when
- Reporting on opt outs – who opted out from email

C. Member Registration Services & Online Directory

It is important that users be able to easily register and manage their personal information. The following are specific expectations that should be addressed by the proposal:

- Authentication/Validation - users will need to be authenticated as alumni. This will then allow users to access the directory and other password protected pages.
- Registration Form - users will be able to sign up for membership to the online community using the authentication/validation system and will gain immediate access to the directory and other services.
- Update Options - Members will be given the opportunity to update their records online at any time. The UNC Wilmington Advancement Services Office shall receive the updates in the form of a downloadable file as part of the data synchronization process.
- User Profile Options - members will be able to update their profile information and alter their privacy options line-by-line at the same time.
- Access - only those alumni who have registered, have agreed to the Member Agreement and have been automatically or manually authenticated will have access to the directory.
- Searching - the Online Directory should be able to be searched in two ways: Simple Search, Advanced Search
- Search Privacy - any records or fields that have been opted out of being displayed in the directory will not be searched upon and will not display in any way. This option needs to be enabled via the user profile section.
- Results page - result pages should only display data that the user is willing to reveal (see privacy section).
- When an alumnus registers for the directory, the registered alumnus should have the option to opt in to additional affinity groups or publications. Also, they need to be able to opt out of any group/publication that he/she may have been added to.

D. Event Management

UNC Wilmington offers and provides online registration for a number of events each year, ranging from the simple to the highly complex. The following are specific expectations that should be addressed by the proposal:

- Users shall be able to register online for each of the events that they wish to attend in accordance with the following processes and capabilities:
- Users need to be able to select which events they plan to attend, which activities during the event they plan to attend, and how many will be in their party.
- The ability to create sites for large events like reunions, but also for simple events like groundbreakings.
- Ability to charge whatever price we want, not just whole numbers. (ex: \$17.89 and not \$18)
- Customized reporting capability for event staff to be able to view reports in numerous formats. This will allow staff to view registrant data by fields such as school year, giving info, events registered for, etc. Reporting should also include downloads in Excel or .csv formats.
- Real-time processing: the ability to see who registered that day.
- Single data source to handle all online and offline registrants. Ability to be able to upload as well input offline registrants (mail in) to online registration database.
- Automatic e-mail confirmation of registration with list of specific events registered for and/or ability to log in and check what they have registered for.
- Who's coming back: automatically display all users who have opted to be listed on the who's coming back page during the registration process.
- Ability to match up users who have been invited for an event (via an rsvp list invitation) with their record information on the registration/directory database.
- Auto-update of contact information in database when they register. User data on registration page has to properly synchronize with BANNER database to pull proper up-to-date information for user.
- Automatically code attendees in BANNER. Ability to flag users as attendees to events and to be able to make this data available for synchronization or part of a scheduled sync with our BANNER database.
- Secured Server – Vendor will provide a secured server for transactions.
- Vendor will provide all credit card processing for event registration with all funds being transferred to designated UNC Wilmington merchant account. The vendor also needs to be able to program merchant account to identify these transactions as UNC Wilmington charges.
- Other payment options such as payment via check online - or bank debit.
- Vendor will need to provide all reporting for credit card transactions along with process in place for issuing refunds to event registrants.
- Events Calendar: Ability to enter events into a calendar and users to be able to search for events etc.
- The registration system must provide an option for the user to indicate they are mailing in a check to pay their registration fees, rather than paying online with a credit card.
- Should be available 24/7
- E-mail segmentation: create registrant lists by various events
- Ability to e-mail registrants and/or possible registrants
- Registration Page Design
- User friendliness, ease of use and ability to customize registration fields and content.
- Ability to embed links and images.
- "Contact us" pages on registration site, ability to capture information.
- Sensible navigation to get to event sites and registration pages quickly
- Ability for staff to add/change events on registration page.

E. Class Notes

Alumni shall be able to post class notes online via an interface available 24 hours a day, 7 days a week (24/7). Once registered, they will click on the "Class Notes" button, and add their notice and, if they wish, a photo or photos. Once published, all those who have opted into the affinity groups to which the alumni posted the class notes will automatically receive an updated class notes notice via e-mail. The following are specific expectations that should be addressed by the proposal:

- Viewing - Class Notes shall be viewed by class year, latest items posted, births, deaths, marriages, or searched by name.
- Classes will be segmented by University: i.e., Wilmington College, UNC Wilmington.
- Editing/Deleting - Alumni must be able to edit or delete their class note entries. This should be accomplished through the user profile section.
- Class notes will be automatically linked to their respective classes and users who are logged in will be able to view notes via the class sites.
- The System Administrator should be able to approve photos before they are posted.
- The Class Notes section should also be able to provide information about "lost" alumni

F. Social Networking/Discussion Groups

It is important that users have access to innovative community interaction tools. Examples could include blogs, online chat, wikis, message boards, and internal messaging tools that do not require alumni to disclose their e-mail addresses.

G. Polling and Electronic Survey Tools

The system should include polling and survey tools that are easy to create, administer and take. The tools should integrate easily with the electronic newsletter and broadcast e-mail tools.

H. Permanent E-Mail Addresses

The alumni office would like to offer alumni the option of a permanent e-mail address associated with the University. It should act as an alias that forwards to another address. There is no interest in maintaining an e-mail server.

I. On-Line Giving

The giving module should allow constituents to give online and be able to process credit card transactions in an efficient and easy manner.

Once the payment information is submitted by user there should be notification that a payment has been made. Also, the user should be notified if their credit card number is valid and is thanked for their payment.

It may be up to a year before the on-line giving portion is activated. The system needs to be able to easily direct users to our current system until such time.

The following are specific expectations that should be addressed by the proposal:

- Make it as easy as possible for a user to make a gift online.
- Drop-down of selected designations is needed on the giving page(Keyword search – optional)
- Ability to retrieve user profile based on user login(addresses, giving preferences, online giving history, etc). Authentication process TBD.
- Option to view giving history if needed.
- Ability to provide a confirmation of gift right after the transaction is processed, with ability to print.
- Ability for users to be able to give via checks (online check processing) as well as credit cards.
- Ability to set up recurring payments via debits to credit, debit, bank accounts.
- E-mail confirmation for all giving transactions.
- Ability to identify or match pledges to gifts(checkbox to denote gift as a pledge)
- BANNER compatibility
- Matching gift information(functionality) should be clearly displayed on the giving page -- and vendor is compatible with BANNER.
- Reporting
- Ability to track number of e-mails sent to an individual for gift donations.
- Ability to track giving against number of solicitations
- Ability to run various reports on user's giving history to other pertinent information that will be useful for internal decision making.

J. Content Management

Simply put, it is important that the system be easy to administer. The following are specific expectations that should be addressed by the proposal:

- Robust content management interface with easy to use WYSIWYG
- Content management tool should allow users to edit and control all components and pages on the site
- Ability to preview and publish pages with ease.
- Allow administrators to organize content sections under specific folders as opposed to one large repository of files.

K. Integrated Real-Time Reporting

Page hits, referring pages, sessions, time spent and a complete set of other general traffic statistics shall be available 24/7 via the Internet. These reports should also include the public pages maintained by UNC Wilmington using trends tracking codes placed on hosted pages.

If possible, specific names and data of alumni using each aspect of the online community shall be able to be tracked in order to conduct analysis and make informed decisions about which online services to eliminate or market.

L. Data Synchronization

It is crucial that the online community be able to easily communicate with the University's BANNER database system by SCT Sungard. The following are specific expectations that should be addressed by the proposal:

- Data synchronization between BANNER (UNC Wilmington Database) and vendor database need to occur on a daily basis (after hours). This data exchange is essential to maintaining proper data integrity between both databases.
- The data synchronization process should also allow for UNC Wilmington staff to review changes to data records before they are posted to the BANNER database.
- The data download sent to UNC Wilmington should note all fields that have changed due to user updates on the site and need to be denoted with a change flag (time stamp)
- Automated and secure ftp process to pass data files.
- Vendor needs to provide brief explanation of how the backend process is able to handle duplicate records and the process to merge these records if necessary. This will also be applicable to non-alumni records as well
- Ability to schedule jobs for download and upload as well allowing periodic "full" uploads.

NOTE: It is highly recommended that pages and paragraphs/sections be numbered for easy reference.

REFERENCES

Qualification of Contractor: The Contractor must have the capability and capacity to fully satisfy all of the contractual requirements.

Years in Business: Indicate the length of time you have been in business providing this type of service:
_____years _____months

Indicate below at least three (3) recent University Alumni Office references, for which you have provided this type of service. Include the date the service was furnished and the name, address and telephone number of the person the University has your permission to contact.

<u>SITE</u>	<u>DATE OF SERVICE</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE #</u>

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. Proposals in one original and three 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.
3. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
4. At that date and time the package containing the proposals from each responding firm will be opened publicly 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.
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. 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.

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

7. 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.

PROPOSAL REQUIREMENTS

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

Corporate Background and Experience
Financial Statement
Project Staffing and Organization
Technical Approach
Cost Proposal
Responses to Questions

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 which similar work has been performed shall be included.

2. Financial Statement

The offeror's most recent audited financial statement or similar evidence of financial stability shall be provided.

3. Project 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.

4. Technical 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.

5. 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.

6. Cost Proposal

The Cost Proposal shall be submitted (in a separate, sealed package) and contain:

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".***

7. Questions

The Proposer should include responses to each of the following questions. The responses will be considered in the evaluation of each proposal.

- a.) Systems Security Management:
Describe the approach taken to manage security (both access and data integrity) for the system.
- b.) Capacity Planning and Management
Describe the approach taken toward capacity planning and management.
- c.) Systems Management and Maintenance
Describe the approach taken toward managing and maintaining systems.
- d.) Server Backup and Restore Management
Describe the approach taken toward managing backups and restarts.
- e.) Server Storage and Archiving Management
Describe the approach taken toward storage and archiving.
- f.) Event Management
Describe the approach taken toward managing system faults and events. Describe how these events are categorized, prioritized, managed and escalated.
- g.) Performance Management
Describe the approach taken toward managing systems performance.
- h.) Disaster Recovery
Describe the approach taken to support disaster recovery.
- i.) Secure Environment
Number of times the environment is penetrated by intruders each month. The expectation is that this is zero (0) times monthly.

Service provider shall describe capability to deliver on this service level.
- j.) Scheduled Job Completion
Percentage of regularly scheduled jobs that complete on time. The expectation is 99.0% monthly.

Service provider will describe the capability to deliver on this service level.

k.) System Availability

Percentage of time the services are unavailable for use. Expectation is 100% availability. Measured in minutes on a daily basis.

Provider shall describe its capabilities with regard to the following:

- Partial availability
- Multiplicity
- Transfiguration

l.) Unscheduled Downtime

The length of time the systems and network connections to the systems are not available due to downtime that was not scheduled. Expectation is that this is zero (0) minutes each month. Measured in minutes on a daily basis.

Please describe capability to deliver on this service level.

m.) Scheduled Downtime

The length of time the systems and connections to the systems are not available due to scheduled downtime. Expectation is that this is less than eight (8) hours each month. At least four (4) weeks notification for any scheduled downtime will be provided from services provider to UNC Asheville. Measured in minutes on a daily basis.

Please describe capability to deliver on this service level.

n.) Service Hosting

The vendor shall explain all hosting options, internal or external and will provide explanation as to how security is handled at all layers of the system.

Please describe capability to deliver on this service level.

o.) Incident Tracking

Describe, in detail, the Incident Tracking processes used.
Describe the capabilities that have been implemented to track incidents.

p.) Communication

Describe the frequency and means of communication (such as project status, continuous improvement and similar communications) between service provider and UNC Asheville.

q.) Cancellation/Termination

Describe your cancellation/termination policy.

r.) Ancillary Services

Describe your account management structure, addressing the following

- Training
- Continued Maintenance and Support
- Upgrades
- Administrative Control

s.) Future Products/Services

Please list all future products and services in the works for FY07 – FY08.

t.) Customer Service

What is your overall commitment to Customer Satisfaction

COST PROPOSAL/EXECUTION OF PROPOSAL

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

The proposal shall provide payment terms associated with services defined in this RFP. ALL costs should be included in regards to providing a "turn-key" product. This includes start up costs, first year costs, and annual maintenance costs.

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

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 _____ (*agency fill in*) days from the date of the opening, to furnish the subject services for a cost not to exceed \$ _____.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

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?
(If yes, describe in technical proposal.)

☐ Yes

☐ No

BY: _____ TITLE: _____ DATE: _____
(Signature)

(Typed or printed name)

ACCEPTANCE OF PROPOSAL

(Using Agency Name)

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

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 sixty (60) days. Although the contract is expected to be awarded prior to that time, the sixty (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. 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, 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.state.nc.us/pandc/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)

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.state.nc.us/pandc/>. 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.state.nc.us/pandc/>.

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 performance bond or other acceptable alternative 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 with the State.

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

7. **TERMINATION:** The Agency may terminate this agreement at any time by _____ 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. **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.
9. **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.
10. **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.
11. **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.
12. **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.

13. **ASSIGNMENT:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
- Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - 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.
14. **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.
15. **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.
16. **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:
- 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.
 - 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).
 - 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.

17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.
18. **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.

19. **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.
20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
21. **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.

22. **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.
23. **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.

5/02/2005