

**Request for Proposal ("RFP")
Contract for Professional Staff Training Services
RFP Number 12-001048**

ISSUE DATE: **March 24, 2008**

USING AGENCY: Department of Insurance

ISSUING AGENCY: Department of Insurance

Sealed proposals subject to the conditions of this RFP will be accepted until **Wednesday, April 23, 2008, at 2:00 p.m. EDT.**

IMPORTANT NOTE: Please indicate firm name, "Technical Proposal" or "Cost Proposal", and the RFP number on the front of each sealed proposal package, along with the date for receipt of proposals specified above. Please send all proposals directly to the NC Department of Insurance at one of the following addresses:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP Number 12-001048 NC Department of Insurance Attn: Lorraine Richardson Purchasing Officer 1201 Mail Service Center Raleigh, NC 27699 - 1201	RFP Number 12-001048 NC Department of Insurance Attn: Lorraine Richardson Purchasing Officer 430 North Salisbury Street, Room 4092J Raleigh, NC 27603 - 5926

Proposals may not be submitted by electronic means. However, this RFP is available electronically on the N.C. Interactive Purchasing System (IPS) Website at <http://www.ips.state.nc.us/ips/pubmain.asp> and can be obtained by selecting one of the "Bid" links.

Please direct all inquiries regarding **RFP requirements** to Lorraine Richardson, Purchasing Officer at one of the addresses shown above or at 919-733-3355.

Written questions concerning the **RFP specifications** will be received until **Monday, March 31, 2008, at 2:00 p.m. EDT**, and may be sent via e-mail to Jan Andrews at jfa@ncdoi.com. No additional questions will be accepted after this deadline. A summary of all questions and answers will be posted on the Internet as an addendum to the RFP by **Monday, April 7, 2008, at 4:00 p.m. EDT**. Should a proposal conference be needed, it will be scheduled and posted on the Internet by **Friday, April 11, 2008, at 4:00 p.m. EDT**. The Internet address is the same as above.

Proposal Timeframe:

<u>ACTIVITY</u>	<u>DATE/DEADLINE</u>
Issue RFP	Monday, March 24, 2008
Last day to receive written questions	Monday, March 31, 2008, 2:00 p.m. EDT
Response to questions posted	Monday, April 7, 2008, 4:00 p.m. EDT
Proposal conference schedule posted as addendum	Friday, April 11, 2008, 4:00 p.m. EDT (if necessary)
Proposal due and public opening	Wednesday, April 23, 2008, 2:00 p.m. EDT
Notification and contract execution	Monday, June 2, 2008
Effective date of new contract	Tuesday, July 1, 2008

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

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I. INTRODUCTION

A. Purpose

The State of North Carolina's Department of Insurance (the "Department") is issuing a new solicitation for previously issued RFP#12-001024 dated August 1, 2005. Vendors approved under the previously issued RFP remain approved through June 30, 2008. The new solicitation covers the time period July 1, 2008, through June 30, 2011. **THEREFORE, ALL INTERESTED VENDORS, INCLUDING VENDORS PREVIOUSLY APPROVED UNDER OLD RFP#12-001024 SHOULD RESPOND TO THIS RFP.**

The Department is simultaneously issuing three RFPs. This RFP is for the purpose of maintaining the Department staff's high level of technical knowledge and skills which are necessary for the proper surveillance of the financial condition and operations of North Carolina insurers and is to solicit services for Professional Staff Training Services. The other two RFPs are for services related to 1) Financial Examinations and 2) Financial Analysis, Compliance and other Related Services. All three RFPs are available at <http://www.ips.state.nc.us/ips/pubmain.asp>.

By placing one or more qualified vendors on contract to provide professional staff training, the Department will have a list of available vendors which will allow the Department to be better prepared to address changing requirements and respond to new trends in the insurance industry. From the list of available vendors, the Department will in its discretion select individual vendors for particular projects as the need arises. Individual project contracts will be executed for each project arising during the term of this RFP period. The vendors agree that the terms and provisions of this RFP shall be included in the individual project contracts.

This RFP seeks cost and pricing structure for the period **July 1, 2008, through June 30, 2011**. The proposal may offer services for any or all periods indicated.

B. General Description of Services Required

The Department solicits proposals from vendors to provide training to its professional staff of insurance company financial auditors, financial analysts, actuaries and other professionals.

C. Resource Availability

Individual training sessions contemplated by this RFP will vary in terms of contact hours and topics covered, and will include training for general competencies required of staff as well as highly specialized or new competencies required by the Department. Accordingly, selected vendors must have at their disposal significant resources, human and otherwise, in order to successfully provide the types and quality of training programs required by the Department. Selected vendors must also:

- Be capable of providing training in Raleigh, NC, or another location as required by the Department.
- Be capable of providing needed training within 30 days of Department notice, and
- Possess sufficient subject matter expertise and research resources capable of designing and delivering the necessary training to Department staff.

The Department reserves the exclusive right to select the specific discipline and professional experience of the vendor.

D. Scope of Work

The following is a list of some of the topics the Department anticipates requiring training for:

1. General insurance topics
2. Financial Solvency/Regulation
3. Accounting and Statutory Accounting Principles, including updates

4. Financial Reporting, including updates
5. Investment accounting and reporting
6. Derivative accounting and reporting
7. Reinsurance principles, accounting, reporting, auditing and analysis
8. Actuarial concepts, reserve valuation, and loss reserve analysis
9. Financial analysis
10. Auditing, including Risk Assessment Audit Approach, Financial Examiner's Handbook Training/update.
11. IT, including Information Systems Questionnaire, Microsoft Word/Excel/Access/Power Point, ACL, SBS and Teammate.
12. Receivership administration
13. Fraud detection
14. Professional Ethics
15. Communication (writing and speaking)
16. Management and Leadership
17. Any other training required by the Department.

E. Training Manuals and Certificates of Completion

Vendors are required to provide staff attending training sessions with complete training manuals for use during the sessions and for later reference. Training manuals and other materials must be professionally produced and assembled and must provide staff with complete and relevant information on the topics of training. Vendors are also required to provide staff attending training sessions with individual certificates of completion showing attendee name, dates of session, contact hours, the name of the vendor, the topics covered and any other information required by the Department.

II. THE PROCUREMENT AND EVALUATION PROCESSES

A. Overview of the Procurement Process

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

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A deadline for written questions is set. (See cover sheet of this RFP for details)
3. Proposals in one original and three copies will be received from each offeror in two separate sealed packages - the Technical Proposal and the Cost Proposal. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. **NOTE:** No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. If any cost information is included in the technical proposal and/or if any technical information is included in the cost proposal, the offeror's entire proposal shall be rejected.
4. All proposals must be received by the Department 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 each offeror announced publicly. A notation will also be made whether a separate sealed cost proposal has been received. Cost proposals will be placed in safekeeping until opened at a later date.
6. Technical proposals will be evaluated first.

7. Upon completion of the technical evaluation, the cost proposals of those firms whose technical proposals have been deemed acceptable will be publicly opened. The total cost or the hourly rate offered by each firm will be tabulated and become a matter of public record. 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.
8. 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.
9. Proposals will be evaluated according to completeness and content, experience with similar projects, the technical ability of the offeror and its staff, the offeror's ability to start projects within 30-days notice, the offeror's technical approach, and cost. Refer to Section II. B. and C. that follow for additional information on the evaluation process and criteria. 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 most advantageous to the State.

In addition to any other evaluation criteria identified in the Department's solicitation document, the Department 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.
 11. As provided by statute and rule, the Department will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

B. Overview of the Evaluation Process

1. A team of at least three employees from the Department will evaluate all Technical Proposals for each class of service. The team may request an interview or verbal presentation from any offerors for the purpose of clarification on any part of the proposal.
2. Offerors are reminded that the Department is not obligated to ask for, or accept after the closing date for receipt of proposals, information that is essential for a complete and

thorough evaluation of the proposal. Accordingly, proposals should be submitted in accordance with the requirements of this RFP and in complete detail.

3. The evaluation team, upon a review of the quality of services offered within each proposal and based on the costs of those qualifying proposals, will determine which proposal or proposals would satisfy the requirements of this RFP. The team will recommend vendor selection to the Purchasing Office and the Purchasing Office will review the team's recommendation, confirm final selection and execute the document as Department authorized representative.
4. Several offerors may be accepted for contracting with the Department under this RFP.

C. Evaluation Criteria

The evaluation team will determine which proposals satisfy the requirements of this RFP by considering the following criteria on a "points earned" basis, as follows:

- Proposal completeness and content – Up to 10 points.
- Experience with similar projects – Up to 30 points.
- Technical ability of firm and staff – Up to 30 points.
- Responsiveness (ability to staff and begin projects within 30 days of notice) – Up to 20 points.
- Technical approach to accomplishing tasks – Up to 10 points.

III. INSTRUCTIONS TO VENDORS

A. Proposal Instructions

Offerors are strongly encouraged to use the outline of this Section for their proposal and include all items in the order listed. All information must be provided for the primary offeror as well as for any sub-contracting offerors. If any information is not provided, the offer shall be rejected from consideration. The response to this RFP will consist of separate packages for the technical and cost proposals and each shall consist of the following sections, respectively:

1. Technical Proposal Content

- a. Cover Letter – This letter shall highlight the contents of the proposal, and bear the authorized offeror's signature who can bind the firm to a contract. Unsigned proposals will not be considered. **The cover letter shall clearly identify which training topics the offeror can provide, if it cannot provide all the topics listed in Section I. D. of this RFP.** The proposal may address any or all of the topics previously identified.
- b. Corporate Background and Experience – This section should include background information on the organization and provide the following information:
 - i. Full name, address, and telephone number of the organization.
 - ii. Date established.
 - iii. Ownership form (public company, partnership, subsidiary, etc.).
 - iv. If incorporated, the state of incorporation must be included. (Note: In order to execute a contract, the firm must be licensed in North Carolina.)

This section must also provide details of experience with similar training and include a list of references, in the format of Attachment A to this RFP, for whom similar training has been performed.

Please do not provide social security or federal tax identification numbers in the proposal. This information will be requested subsequently if a contract for services under this RFP is executed.

- c. Financial Statement - The offeror's most recent audited financial statement or similar evidence of financial stability shall be provided. (This is required of all offerors, whether publicly or privately held.)
- d. Project Organization – This section must include the proposed staffing, deployment and organization of personnel that can be assigned to projects.

The offeror shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to projects, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

This section should also address the offeror's ability to provide necessary training programs within 30 days of notice.

- e. Technical Approach – This section shall include, in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks and meeting the standards 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.
- f. Outsourcing - The offeror 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:

- i. The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- ii. 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.

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

2. Cost Proposal Content

- a. The Cost Proposal shall be submitted in a separate, sealed package and contain the completed and signed Cost Proposal/Execution of Proposal form included in this RFP as Attachment B.
- b. The cost proposal package must also contain:

- i. Instruction costs, including cost per contact hour or day. This must also include any minimum chargeable costs and any additional costs based on the number of attendees or any other factors,
 - ii. Travel and subsistence expenses (out-of-pocket expense),
 - iii. Subcontractor costs (if any), and
 - iv. Any other costs (including training facilities, cost of training materials, etc.).
- c. Please note that the contract period is from July 1, 2008, through June 30, 2011. Services are offered at rates for entire year or entire period as indicated by offeror.

B. 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 120 days. Although the contract is expected to be awarded prior to that time, the 120 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 Department, 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 Department resulting from this solicitation for work estimated to be over \$10,000 but less than \$25,000, it must submit a written request to the issuing Purchasing Officer, Lorraine Richardson at 1201 Mail Service Center, Raleigh, NC 27699-1201. This protest must be received by the Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific and sound reasons in addition to 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.ips.state.nc.us/ips/pubmain.asp>. Offerors may call (919) 733-3355 to obtain a verbal status of contract award. All protests will be handled pursuant to the NCAC, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

- 16. TABULATIONS:** The Purchase and Contract Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from its Internet web site: <http://www.ips.state.nc.us/ips/pubmain.asp>. Click on search by bid number, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
- 17. VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.ips.state.nc.us/ips/pubmain.asp>.
- 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.
- 19. FORM OF PROPOSAL:** Each proposal should be submitted in a form that, at the option of the Department, may be incorporated verbatim into a contract.
- 20. ACCEPTANCE AND REJECTION:** The Department reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offeror, to accept only selected modules of the proposal.
- 21. TAXES:** No taxes shall be included in any proposal prices.
- 22. RFP REQUIREMENTS:** Proposals for this RFP must be submitted in a sealed package, and must be signed and dated by an official authorized to bind the offeror's firm. One original and three copies of each proposal are required. All proposals must be received by the Department not later than the date and time specified on the cover sheet of this RFP. All proposals must comply with the format prescribed under Proposal Instructions in Section III. A.
- 23. UNSOLICITED PROPOSAL CHANGE:** Any change to a proposal that is received after the closing date of this RFP and which is not specifically solicited by the Department will be rejected.
- 24. VENDOR PRESENTATIONS:** Vendors deemed technically qualified may be invited to give a presentation for clarification purposes only and will be scheduled by the Department. The written proposals must be as complete as possible to reflect the most favorable terms from the offeror.
- 25. GENERAL:** All proposals are subject to the provisions contained herein on the NC General Contract Terms and Conditions.
- 26. FINANCIAL STATEMENTS:** The offeror shall provide with its response to this RFP its most recent financial statement or other acceptable evidence of financial stability.

C. NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

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 Department.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Department'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 Department'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 Department 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 Department, 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 Department for damages sustained by the Department by virtue of any breach of this agreement, and the Department may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department 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 Department may terminate this agreement at any time by 30 days notice in writing from the Department 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 Department, become its property. If the contract is terminated by the Department, 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 Department is responsible for all payments to the contractor under the contract.
- 9. AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Department 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 Department.
- 11. CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
- 12. COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- 13. ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
- 14. ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
- 15. COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 16. AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

17. INSURANCE: During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

18. ADVERTISING: Contractor agrees not to use the existence of this contract, the name of the Department, or the name of the State of North Carolina 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 Department 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 bid 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 tortuous 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.

IV. Administration of Contract

Appropriate State internal procedures will be developed for the contract. Since all bidding situations will vary depending on type and scope of training, information developed by the Department for offeror bids will differ for each session. Also, offeror responses to Department requests for bids will be different in accordance with varying requirements, specifications and information desired for each bid. That is, no specific formats will be dictated by this contract for either Department bids or offeror responses. These will vary from bid to bid depending on the variables and key factors unique to each bid.

V. Other Considerations

Unless otherwise stated in the individual proposal, the situations described below will be followed.

A. The offeror will generally be required to arrange for and provide training facilities for sessions it contracts to provide. Depending upon the availability of adequate facilities at the Department's

offices, the Department may provide facilities for holding training sessions. Offeror personnel must conform to work procedures, safety and security policies applicable to the using Department's employees.

- B. The offeror will be responsible to its employees for salaries, all taxes, all benefits and any expenses incurred in the performance of the job. The Department has no financial liability, implied or otherwise, to the offeror's employees.
- C. The offeror will be responsible for ensuring its employees are adequately trained. When requested by the Department, the offeror, at its own expense, will provide its employees with the training required to properly perform their duties.
- D. In consideration of the decision to acquire personnel under these contracts, the needs of the Department are foremost. The Department reserves the right to contract for personnel services from other sources, if the skills required exceed those specified in the RFP, or if the project definition incorporates specific skill requirements and time constraints which cannot be met by offerors under this contract.
- E. Offerors must comply with all Department, National Association of Insurance Commissioners, other applicable policy standards and procedures, and North Carolina laws and regulations governing assigned projects.
- F. For each training session arranged under this contract, a specific letter of agreement listing work, dates and requirements will be issued. This project agreement or letter will include the provisions of this convenience contract, as well as any additional terms and conditions deemed necessary for the particular project.
- G. The Department will develop and implement internal procedures to administer this contract.

VI. Future Requirements under this RFP

If new specialty requirements are identified, or if the Department determines that additional contractors are needed to provide additional training, new solicitations may be issued periodically. Such solicitation(s) shall be open to all potential offerors.

ATTACHMENT A – REFERENCES

Prospective Contractors must supply at least three (3) references of governmental agencies and/or private firms for which they have done similar or related work during the past five (5) years.

1. Agency for Firm Name _____
Business Address _____
Contact Person _____
Telephone Number _____

2. Agency for Firm Name _____
Business Address _____
Contact Person _____
Telephone Number _____

3. Agency for Firm Name _____
Business Address _____
Contact Person _____
Telephone Number _____

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL

ATTACHMENT B – COST PROPOSAL/EXECUTION OF PROPOSAL

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

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The 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 120 days from the date of the opening, to furnish the subject services at hourly rates as submitted.

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.)

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

(Typed or printed name)

ACCEPTANCE OF PROPOSAL

North Carolina Department of Insurance

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

ATTACHMENT C – 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.

Issuing Agency: NC Department of Insurance RFP #12-001048
Department Contact Person: Lorraine Richardson, Purchasing Officer, at 919-733-3355

Solicitation Title / Type of Services: Professional Technical Contract for Financial Analysis, Compliance and Other Related Services

OFFEROR: _____

City & State: _____

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

Service	City/Province/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/Province/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.)