

Solicitation (IFB, RFP, RFQ) No. _____

Bidder/Offeror: _____

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

ATTENTION

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

Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
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STATE OF NORTH CAROLINA REQUEST FOR PROPOSALS

RFP #200900942

TITLE: Drug Testing Program

USING AGENCY: UNIVERSITY - UNC General Administration

ISSUE DATE: August 31, 2009

ISSUING AGENCY: Division of Purchase and Contract

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m. September 24, 2009**, for furnishing services described herein.

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

<u>DELIVERED BY US POSTAL SERVICE (REGULAR/STANDARD MAIL ONLY)</u>	<u>DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER)</u>
RFP NO. 200900942 NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	RFP NO. 200900942 NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET Room 4062 4 th Flr. RALEIGH NC 27603-8002

*******SPECIAL NOTE – PLEASE READ*******

The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 116 West Jones Street.

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

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

Direct all inquiries concerning this RFP to:

Garey Graham
116 W. Jones St. 4th Flr-DOA Bldg
<http://www.ncpandc.gov>
Raleigh, NC 27603
919-807-4563
919-807-4509
garey.graham@doa.nc.gov

NOTE: Questions concerning the specifications in this Request for Proposals will be received until September 8, 2009.

A summary of all questions and answers will be posted on the Internet as an addendum located under the RFP # being modified.

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

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

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

INTRODUCTION

The purpose of this request for proposals is to provide a drug testing program for intercollegiate athletes and students in clinical and practical training (“select students”) at the institutions within the University of North Carolina (“UNC” or “the University”). The testing program is to be composed of three parts: Random-selection testing of a portion of the select students at each institution; individual testing of select students based on reasonable suspicion of drug use; and team/group testing pre-season/rotation, in-season/semester, and post-season/semester, if necessary. Each of the institutions will determine the percentage of their select students to test under the random selection component. In addition, each institution will determine which individuals to test under the second component and which teams/groups to test under the third component.

The underlying need for a National Institute of Drug Abuse (NIDA) approved laboratory to conduct and analyze the drug tests is based upon the institutions' strong desire for high quality professional services which will help ensure the integrity of the drug testing program and the accuracy of the testing results.

The initial period of the resulting contract will be one year. At the option of UNC, the contract may be extended for one or two one-year renewals or month to month, whichever is in the best interest of UNC, all under the same terms, conditions, and pricing.

SCOPE OF WORK

I. Collection of Specimens

A. Collection Sites

The contractor will provide trained personnel to collect urine specimens on the campuses of the participating universities, within facilities designated by the university and satisfactory to the contractor. Contractor will maintain a staff of sufficient size to enable collection of specimens simultaneously on at least two separate university campuses on the same date for the entire contract period. Contractor shall also provide both male and female collectors of sufficient numbers to cover collection of males and females simultaneously.

B. Collection Schedules

1. General Testing and Team/Group Testing of Select Students

Upon notice from a university, the contractor will assure that collection will occur within 48 hours after receipt of notice, subject to mutual agreement between the university and the contractor as to the particular day on which collection will occur within the required 48-hour period. Unless otherwise agreed, the campus agrees to identify, notify and arrange for the attendance of, and the contractor agrees to seek specimens from, at least 15 select students on any such collection date. The actual number of students (in excess of the minimum required) from which specimens are to be obtained and the approximate times during a period from 5:00 a.m. to 10:00 p.m., five days a week during which test subjects will be available, shall be specified by the university at the time it provides notice of a request for a collection date. If the campus requests that the contractor conduct the random selection, the contractor will make the

selection and forward the list of numerical identifiers to the campus. The campus will then notify and arrange for the attendance of the select students for the scheduled selection. Notice of results will be provided within 24 hours of collection.

2. Testing of Individual Students on 24-hour Notice

In circumstances deemed by the university to constitute an emergency, the contractor will be available to collect specimens from identified individual select students within 24 hours of notice provided by the university, at a time and place on the campus to be designated by the university. Notice of results will be provided within 48 hours of collection.

C. Collection Protocols

With respect to every specimen collected, the contractor will implement and observe the current collection protocols prescribed by the U. S. Department of Health and Humans Services, "Mandatory Guidelines for Federal Workplace Drug Testing Programs, Part IV. Specimen Collection Procedures," including split specimen collection protocols, procedures assuring no adulteration of specimens, correct identification of specimens, and subsequent documentation of chain of custody leading to shipment of specimens to the designated testing laboratory. Contractor shall have the capacity to provide observed and unobserved specimen collection. Contractor shall also have the capacity to test for specific gravity and to check for other criteria that may identify an adulterated specimen. Contractor will notify University officials at the testing site if any specimen appears to be adulterated or diluted. An additional specimen or specimens will then be taken until an appropriate concentrated example is received.

D. Collection Coordinator

Contractor shall provide a collection coordinator or an assistant coordinator who is present at each scheduled collection. This coordinator will schedule the collections with each institution and will work closely with each institutional representative to insure that all collections proceed on time and in accordance with the procedures specified herein. The contractor shall identify the coordinator in its proposal and shall promptly notify each campus representative and the contract administrator should it determine to name a new coordinator. In addition, such substitution shall not be made without the prior written approval of the UNC contract administrator.

E. Collector Training and Attire:

Collectors shall be trained to perform collections according to the federal standards above and shall be attired in lab coats, if specified by the institution requesting the test. The Contractor shall provide an example of training protocols that will be required of all collectors.

F. Collection Forms

The contractor shall utilize a DOT look-alike of the current Department of Transportation "Federal Drug Testing Custody and Control Form" for all test processing.

G. Random Selection of Persons to Be Tested

If a participating institution makes a request, the contractor will provide a process for determining which select students from the group at a participating institution will be tested on a particular date. The selection will be blind and random. To accomplish this result, contractor will maintain a confidential list of select students provided and updated by the participating institution. Names of select students will not be provided to the contractor; the participating institution will assign numerical identifiers in place of individual names.

Contractor will maintain records so that a random list may be culled by a percentage or by a number of each team/group or by a percentage or a number of all teams/groups from the participating university. The choice of which method to use shall be made by the university. Prior to the time of the scheduled test, the contractor will provide the random list to the relevant university contract official, 24 hours before the scheduled test. Notification may be accomplished electronically. Contractor must specify by what method electronic transmission will be accomplished, including specification of security protocols the contractor will use.

II. Analysis of Specimens

- A. The contractor shall ensure that analysis of all specimens and receipt of results by the university are accomplished within 24 hours of collection.
- B. The contractor will submit all specimens to a NIDA-certified laboratory (or laboratories) with the capacity to perform "forensic" laboratory protocols in a NIDA-certified laboratory setting; provided, that the contractor may submit specimens to be tested for steroids to a laboratory that is not NIDA-certified.¹ Failure to provide a NIDA-certified laboratory will be grounds for rejection. The lab(s) chosen by the contractor shall be named in the response to this RFP. Once a contract is signed by the UNC contract administrator and the contractor, the chosen lab(s) will not be changed without the prior written approval of the UNC contract administrator (see paragraph VII below).
- C. The laboratory receiving such a specimen from the contractor shall conduct an initial analysis of the specimen, and any positive test result that is susceptible to Gas Chromatography/Mass Spectrometry (*GC/MS*) confirmation shall be so confirmed; the existence of a positive test result shall be determined by the threshold levels established by the U.S. Department of Health and Humans Services, for a DOT, NIDA-5 drug panel, if applicable to and available for the substance in question.
- D. The laboratory or laboratories shall have the capacity to conduct the following drug-testing panels, as specified by the affected university at the time a request for collection of specimens is conveyed to the contractor:
 - 1. The contractor shall ensure that analysis of all specimens and receipt of results by the university are accomplished within 24 hours of collection.
 - 2. The contractor will submit all specimens to a NIDA-certified laboratory (or laboratories) with the capacity to perform "forensic" laboratory protocols in a NIDA-certified laboratory setting; provided, that the contractor may submit specimens to be tested for steroids to a laboratory that is not NIDA-certified.¹ Failure to provide a NIDA-certified laboratory will be grounds for rejection. The lab(s) chosen by the contractor shall be named in the response to this RFP. Once a contract is signed by the UNC contract administrator and the contractor, the

chosen lab(s) will not be changed without the prior written approval of the UNC contract administrator.

3. The laboratory receiving such a specimen from the contractor shall conduct an initial analysis of the specimen, and any positive test result that is susceptible to Gas Chromatography/Mass Spectrometry (*GC/MS*) confirmation shall be so confirmed; the existence of a positive test result shall be determined by the threshold levels established by the U.S. Department of Health and Human Services, for a DOT or drugs of abuse panel, if applicable to and available for the substance in question.

4. The laboratory or laboratories shall have the capacity to conduct the following drug-testing panels, using DOT forms with split specimen kits, as specified by the affected university at the time a request for collection of specimens is conveyed to the contractor:

- a. Steroid profile: consisting of synthetic androgenic steroids: boldenone, methandienone (dianabol), methyltestosterone, 19-nortestosterone (nandrolone), stanozolol; and endogenous androgenic steroids: epitestosterone, testosterone, testosterone/epitestosterone ratio (NCAA ratios shall be used)
 - b. Drugs of abuse profile: consisting of amphetamines, cannabinoids, cocaine metabolites, opiates, phencyclidine. Laboratory to use DOT Analysis standards.
 - c. Extended profile one: consisting of amphetamines, cannabinoids, cocaine metabolites, opiates, phencyclidine and barbiturates using DOT analysis standards, and for cannabinoids (THC), using a level of 20 ng in the initial screen and 15 ng in the confirmatory screen.
 - d. Modified and extended profile, consisting of AMP (amphetamine), BAR (barbiturates), BZO (benzodiazepines), COC (cocaine), THC (marijuana), MTD (methadone), mAMP (methamphetamine), MDMA (ecstasy), OPI (opiate), PCP (Phencyclidine), PPX (Propoxyphene), OXY (oxycodone), MDNA, oxycotin, ephedrine, ethanol and methylphenidate (e.g., Ritalin). NCAA cut-offs shall be used.
- E. The laboratory or laboratories shall have the capacity to identify adulterated specimens. Negative results should be available within 24 hours of receipt and positive confirmations should be available within an additional 48 hours.

All results shall be made available via a secure method such as password-protected website or via fax.

III. Medical Review Officer

The contractor shall provide the services of a Medical Review Officer, who shall be a licensed physician with training and experience in substance abuse disorders, to ascertain any basis for questioning the reliability of an otherwise confirmed positive test result. The services of the MRO may be requested by the university at any time after it receives initial notice from the contractor of a confirmed positive test result; such request shall include identification of the university official with whom the MRO may consult to obtain information necessary in performing the MRO functions. The responsibilities of the MRO shall include, but not necessarily be limited to, (1) reviewing and evaluating laboratory documentation of test procedures and test results and (2) reviewing and evaluating information concerning possible exculpatory explanation of the laboratory's positive finding. MRO access to other information from the affected student or from university records of the affected student shall be obtained through the aforementioned university official, subject to authorization by the affected student. After reviewing all results and information provided, the MRO shall speak directly with the authorized official by phone and report his or her findings. Within 48 hours, the MRO shall provide a written report of his/her findings.

IV. Contractor Notification and Billing of University

A. Notification of Test Results

The contractor (after completion of MRO review, if requested by the university) will supply notice of all test results to the relevant designated official of the university, by telephone within 24 hours of collection, and with written confirmation within 48 hours following telephone notification. Written notification may be accomplished in the following ways:

1. Written confirmation forwarded in envelopes or containers marked "Confidential" and addressed to the attention of the specified university representative; or
2. Electronic communication through a secure and encrypted web site or via password protected e-mail. The University may require that electronic communication be confirmed in writing. Contractor shall provide written specifications as to the type of system and security protocols to be used.
3. Written confirmation by secure facsimile.

The contractor must be prepared to tailor all reports and subsequent billing to meet each university's specific requirements to protect the confidentiality of all test results, both individual and aggregate. A cover sheet shall be attached to the results which indicate the number of positive and negative results. Testing results shall be submitted in aggregate for each testing date.

- B. With respect to each positive test result, the contractor will supply to the university, on request, all available documentation of its own and that of the laboratory and of the MRO concerning the collection procedure followed, the test results reached, and the medical review conducted, and will supply personal testimony by responsible officials or employees of the contractor and/or subcontractor as may be required for the prosecution of a university disciplinary proceeding based on a positive test result or for the defense of any lawsuit initiated by a student disciplined by the university on the basis of a positive test result.
- C. The contractor will bill each subscribing university directly, subject to fees established in accordance with the format provided herein. Itemization of charges shall reflect, collectively:

1. The services rendered by the contractor as specified herein (specimen collection, delivery to testing laboratory, notification of test results to university, provision of documentation and expert testimony as required for university forensic purposes).
2. The services rendered by the contractor for the random selection process.
3. The services of a Medical Review Officer.

V. Contractor Report

On November 1, 2010, January 31, 2011 (if applicable), and on January 31, 2012 (if applicable), the contractor shall prepare an annual report. This report shall describe the drug testing experience, including but not limited to: the number of tests per institution; the calendar schedule of tests performed at the institutions; the number and name of the teams/groups tested, if known; and the type of tests ordered by each institution. This report shall not include names of students, but shall include test results showing numbers of positive and negative results and the particular drugs indicated by positive results. The report shall be delivered to the contract administrator; the portion of each report pertaining to each separate university shall be delivered to the respective university representative. Copies of all reports shall be sent to a designated administrator at UNC General Administration.

VI. Evaluation Criteria

Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the offeror and its staff, and price. The 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 to offer the best value to the State and the University of North Carolina General Administration.

VII. Additional Personnel

Should the contractor decide to subcontract either collection services, laboratory services, or MRO services, it shall so state in its offer and shall name the subcontractor intended and the explicit services to be provided. During the term of the contract, the university contract administrator and each campus representative shall be promptly notified of any change in subcontractor or subcontractor services. In addition such substitution shall not be made without prior approval of the UNC contract administrator.

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. The deadline for questions is set (See cover sheet of this RFP for details).
3. Proposals in one original, two hard copies and *10 CD-R* copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be 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.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. 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

8. 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

1. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included.

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, within the proposal package and contains all cost, including:

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, by panel, representing the maximum amount for all work to be performed must be clearly indicated under each panel listed below.

It shall provide a not-to-exceed cost for each drug panel as follows:

- a. Steroid profile: consisting of synthetic androgenic steroids: boldenone, methandienone (dianabol), methyltestosterone, 19-nortestosterone (nandrolone), stanozolol; and endogenous androgenic steroids: epitestosterone, testosterone, testosterone/epitestosterone ratio (NCAA ratios shall be used)

Cost: _____

- b. Drugs of abuse profile: consisting of amphetamines, cannabinoids, cocaine metabolites, opiates, phencyclidine. Laboratory to use DOT Analysis standards.

Cost: _____

- c. Extended profile one: consisting of amphetamines, cannabinoids, cocaine metabolites, opiates, phencyclidine and barbiturates using DOT analysis standards, and for cannabinoids (THC), using a level of 20 ng in the initial screen and 15 ng in the confirmatory screen.

Cost: _____

- d. Modified and extended profile, consisting of AMP (amphetamine), BAR (barbiturates), BZO (benzodiazepines), COC (cocaine), THC (marijuana), MTD (methadone), mAMP methamphetamine), MDMA (ecstasy), OPI (opiate), PCP (Phencyclidine) PPX (Propoxyphene), OXY (oxycodone), MDNA, oxycotin, ephedrine, ethanol and methylphenidate (e.g., Ritalin). NCAA cut-offs shall be used.

Cost: _____

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 submitted any questions it has about the RFP and is aware of prevailing conditions associated with performing these services

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 90 days from the date of the opening, to furnish the subject services pursuant to this agreement and for a cost not to exceed those submitted per drug panel.

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)

(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.

Where Service Contracts Will Be Performed

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

Using Agency: *University of North Carolina*

Solicitation # _____

Issuing Agency Contact Person & phone #: *Garey Graham 919-807-4563*

Solicitation Title / Type of Services: *Drug Testing*

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

Service	City/Providence/State	Country
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From Among 16 university campuses within the University of North Carolina

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

None

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

Service	Subcontractor	City/Providence/State	Country
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From Among 16 university campuses within the University of North Carolina

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

None

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 submitted any questions it has about the RFP and is aware of prevailing conditions associated with performing these services.

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 90 days from the date of the opening, to furnish the subject services for a cost not to exceed those submitted per drug panel.

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?
(If yes, describe in technical proposal.)

☐ Yes

☐ No

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

(Printed name)

ACCEPTANCE OF PROPOSAL

Any University in the University System.

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Where Service Contracts Will Be Performed

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

Issuing Agency: *(agency fill in)* Solicitation # *(agency fill in)*
Agency Contact Person & phone #: *(agency fill in)*
Solicitation Title / Type of Services: *(agency fill in)*

OFFEROR: _____
City & State: _____

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

Service	City/Providence/State	Country
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____	_____	_____
_____	_____	_____

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

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

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

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

GENERAL INFORMATION ON SUBMITTING PROPOSALS

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

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

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 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, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

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

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

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

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

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

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

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

7. **TERMINATION:** The Agency may terminate this agreement at any time by 30 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.

12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor 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:
- 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.
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:
- 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.

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

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

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