

UNIVERSITY OF NORTH CAROLINA AT WILMINGTON

REQUEST FOR PROPOSALS

RFP #72-PDAM9019

TITLE: IT Consultant Services

ISSUE DATE: December 18, 2009

ISSUING AGENCY: University of North Carolina at Wilmington (UNCW)

ISSUING AGENT: Delmar A. McGowan, III

Sealed Proposals subject to the conditions made a part hereof will be received until **3:30 p.m., on Tuesday, January 19, 2010** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO UNCW AT THE ADDRESS AS SHOWN BELOW:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP NO. 72 – PDAM9019 UNC Wilmington – Purchasing Services Attn: Delmar A. McGowan, III 601 South College Rd. Wilmington, NC 28403 - 5615	RFP NO. 72 – PDAM9019 UNC Wilmington – Purchasing Services Attn: Delmar A. McGowan, III 601 South College Rd. Wilmington, NC 28403 - 5615

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:

Delmar A. McGowan, III
Purchasing Services
University of North Carolina at Wilmington
601 South College Road, Box 5615
Wilmington, NC 28403-5615
mcgowand@uncw.edu

Telephone: 910/962-3157

NOTE: All offerors are encouraged to attend a PREPROPOSAL CONFERENCE/SITE VISIT on Thursday, January 7, 2010 at 1:30 pm in the Purchasing Conference room. 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.

This RFP and any addenda will be posted on the internet using the State of NC's Interactive Purchasing System (IPS). Go to: <http://www.pandc.nc.gov/> Click on Interactive Purchasing System (IPS), then Bids by Department, then UNC Wilmington. **It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

Rev. 09/23/2009

Request for Proposal No. 72-PDAM9019

Bidder/Offeror: _____

THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR PROPOSAL. 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 proposal tabulation.

Enter ID number here: _____

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

This page will be removed and shredded, or otherwise kept confidential, before the procurement file is made available for public inspection.

I. INTRODUCTION

The University of North Carolina Wilmington is seeking sealed proposals for consulting services to assist the University in creating an Information Technology Strategic Plan that will serve as a critical component in establishing the mission and goals of the Information Technology Department and the University for the next three to five year period.

II. UNCW BACKGROUND

UNCW is an active learning community that uniquely combines a small-college commitment to excellence in undergraduate teaching with a research university's opportunities for student involvement in significant faculty scholarship. At UNCW, students are afforded opportunities to learn through collaborative scholarly activities with world-class faculty at a level that rivals exclusive research institutions of similar size.

As part of the educational experience, UNCW strives to provide:

- The most powerful learning experience possible.
- The best instruction and support by quality faculty and staff.
- Opportunities to celebrate the richness of diversity.
- An environment that prepares students to be global citizens.
- Service learning programs that enrich academic coursework and serve the region.
- An attractive, functional and safe campus environment.
- Enhanced resources supported by increasing public and private financial support.

The university is committed to service as both an obligation and an opportunity to improve the quality of life of the institution and the quality of life in the region.

A. History

1947	Founded as two-year Wilmington College
1961	Moved to College Road campus
1963	Granted four-year status
1969	Became the sixth university in the UNC System

B. Organization

The university is organized into the College of Arts and Sciences, the Center for Marine Sciences, the Cameron School of Business, the School of Nursing, the Watson School of Education and the Graduate School.

C. Points of Pride

- For the 11th consecutive year, UNCW is ranked as one of the top 10 public master's universities in the South by U.S. News & World Report. The publication also placed UNCW fifth on its list of "up-and-coming" master's universities in the South.
- The 2008 Forbes special report on America's best colleges, ranked UNCW second among the public universities in North Carolina, behind only UNC Chapel Hill. UNCW also was rated second among its peer institutions, with only James Madison University ranking higher.
- Princeton Review awarded UNCW its 2009 "Best in the Southeast" designation.
- UNCW is one of the top 25 "Best Values" among public universities in the nation and one of the top three in North Carolina, according to Kiplinger's Personal Finance.
- Approximately three-fourths of freshmen surveyed said UNCW was their first choice.
- UNCW student-athletes have consistently posted one of the highest average GPAs in the UNC system.
- Alumni and other donors have given more than \$30 million to UNCW during the past four fiscal years, setting fundraising records each year.
- More than 4,700 students participated in nearly 56,000 hours of community outreach and service learning programs, contributing an estimated \$1 million in value to the region.

III. About ITSD

A. History

In 1999, UNCW's chancellor, Dr. James Leutze, created the Information Technology Systems Division (ITSD) following an extensive process of fact finding and planning. Through this process, the Chancellor's Steering Committee on Information Technologies created the *Managing Necessary Change in UNCW's Knowledge Ecology* report, <http://uncw.edu/itsd/about/documents/csitreport.pdf>, which set forth seven guiding principles for information technology at UNCW. The first principle recommended the creation of the division of Information Technology Systems (ITSD) with the position of vice chancellor for the new division reporting directly to the chancellor. The division was created, and Dr. Robert E. Tyndall was named as the first vice chancellor for ITSD. The seven guiding principles outlined in the report became the foundation for the division and have provided guidance in IT strategies over the past eight years.

In the fall of 2006, Dr. Debra Saunders-White was named vice chancellor for ITSD.

B. Organization

In June 2007, the vice chancellor announced a major reorganization of the division after: 1) receiving input from deans, directors and department chairs, committees, departments, focus groups and individuals across the UNCW community; 2) examining current IT operations; and 3) receiving guidance from the ITSD Leadership Development Council and Executive Council. The new organization structure, <http://www.uncw.edu/itsd/documents/ITSDOrgChart.pdf>, includes two organizational units each headed by associate vice chancellors: 1) Infrastructure and 2) Technology Services, Management and Planning. In the new structure, departments report to associate vice chancellors rather than directly to the vice chancellor, and many roles and responsibilities have been changed and/or realigned.

The Infrastructure unit includes the departments:

1. Network and Communications,
2. Operations and Systems Administration
3. Integrated Enterprise Solutions.

The Technology Services, Management and Planning unit is comprised of the following departments:

1. Technology Enhanced Learning,
2. Client Technology Support,
3. Technology Research and Development and
4. Technology Needs Assessment and Consulting.

The Office of IT Security

The Office of Resource Management

In conjunction with the reorganization, IT governance was reviewed and realigned with the new organization. Additional information on the organization, IT governance, services, and support provided by the division can be found at www.uncw.edu/itsd.

Key Performance Indicators

In the fall of 2007, 2008 and 2009 ITSD established key performance indicators (KPIs) to be used to guide division expectations and performance. The KPIs, <http://www.uncw.edu/itsd/about/kpi.html>, are directly linked to the UNCW strategic goals, <http://www.uncw.edu/www/7goals.html>. The 2007-2008 annual report http://www.uncw.edu/itsd/documents/AnnualREport2007-2008-ITSD-5-28-08_TT.pdf and the 2008-2009 annual report http://www.uncw.edu/itsd/about/documents/Annual_REport_2008-2009_FINAL_new.pdf describes divisional successes for the fiscal year which include the KPI results, major initiatives, partnerships, training and professional development efforts and awards.

ITSD Accomplishments to Date

With the new organization firmly in place and the division finishing a two years with many successful accomplishments, ITSD is well positioned to update the IT strategic plan for the next three years. This plan must be directly related to the mission and goals of the university, <http://www.uncw.edu/www/7goals.html>, as well as to the UNC Tomorrow initiative. The UNC Tomorrow initiative is "...to determine how the University of North Carolina can respond more directly and

proactively to the 21st century challenges facing North Carolina now and in the future . . .” UNCW recently completed Phase I of the initiative which represents the university’s response to the UNC Commission report and recommendations. For additional information on UNC Tomorrow and UNCW’s response -<http://www.uncw.edu/tomorrow/>

IV. SCOPE OF WORK

UNCW has a budget of \$30,000 and is seeking proposals from a highly qualified firm or individual with experience in the area of IT strategic planning, preferably in higher education or non-profits to manage and facilitate the development of a comprehensive Information Technology Strategic Plan (ITSP). To qualify firms/individuals must be able to demonstrate capabilities of working collaboratively with IT leadership, IT stakeholders, and a campus community. This individual or firm will assist in creating a framework to advance the mission and goals of the university through the use of information technology for the next three years. UNCW has established a strategic planning committee that will serve as the governance for this project. The selected vendor will need to work collaborative with this committee in the execution of the strategic plan.

A. Proposal

1. The strategic plan

The proposal shall include services to manage and facilitate the development of the Information Technology Strategic Plan (ITSP) for the next three year period. The plan must be directly linked to the university mission and goals as well as UNCW’s recommendations in Phase I of the UNC Tomorrow initiative. This plan should include:

- a) Revised / updated IT guiding principles aligned with University
- b) Revised/updated ITSD mission statement and organizational unit mission statements
- c) Revised/updated IT goals to correspond with the revised IT guiding principles
- d) New/revised IT strategies for the next 3 years as they relate to the new IT guiding principles and goals, the university goals and mission, and UNC Tomorrow recommendations and prioritize those goals
- e) Critical success factors necessary for ITSD and the university to achieve the defined IT goals and strategies
- f) Key metrics to track and measure ITSD’s efforts and accomplishments toward strategic goals
- g) Assessments and analysis from the planning process
- h) Other planning information as necessary

2. The planning process

The proposal shall include a proposed work plan and timeline for the overall planning process which will result in the development of the Information ITSP. The work plan and timeline shall include milestones and deliverables for each milestone. This document can also include suggestions on how to reduce costs of planning process. The final approved ITSP is to be completed by April 16, 2010. This work plan and timeline shall be revised as necessary during the initial meetings with the IT Strategic Planning Committee and IT leaders. The planning process should include but is not limited to the following activities:

- a) The establishment and coordination of necessary committees to 1) facilitate the overall planning process and 2) develop the ITSP
- b) Coordination and facilitation of focus groups, surveys and interviews required to collect the necessary input from IT stakeholders and the UNCW community
- c) The assessment of the strengths, weaknesses, opportunities and threats (SWOT) of the current IT environment
- d) An assessment of information technology currently being utilized at UNCW as it relates to universities of similar size and ranking , particularly universities to which UNCW is an aspirant
- e) An assessment of the relevance of the IT guiding principles set forth in the original CSIT study – <http://uncw.edu/itsd/about/documents/csitreport.pdf>
- f) An assessment of the relevance of the current IT goals
- g) An assessment of current and potential partnerships with ITSD, both internal and external

The proposal should include descriptions of the following:

- a) The involvement of IT stakeholders in the strategic planning process to include committee structures, interview processes, focus groups or other involvement necessary to obtain critical input
- b) The process by which a technology assessment will be developed

- c) Any surveying processes to be used including an explanation of how such instruments will be developed, administered and used. Associated IT support and/or costs shall be described with costs included in “D. Cost” below.
- d) The process for assessing IT directions for other aspirant universities
- e) Other key processes in the assessment not mentioned above
- f) Alternate implementation strategies that would result in lowering the cost of implementation.

B. Deliverables

1. Information Technology Strategic Plan

The result of the management and facilitation efforts and all planning activities shall be the development of the Information Technology Strategic Plan. In addition to the plan, the process to develop the ITSP should produce and not be limited to, the following:

- a) Approved work plan with agreed upon milestones and evidence for completion
- b) Approved committee structure
- c) Status reports on a “to be determined” schedule
- d) Agendas and minutes from all committee meetings, forums, etc. as appropriate
- e) Draft strategic plan
- f) Final strategic plan
- g) PowerPoint presentation that serves to present the strategic plan to all constituents (internal and external)
- h) Tool for ongoing assessment of plan

2. Substantiating documents

Several assessments, analyses and other document types shall be developed during the planning process to be used as substantiating support for the committee(s) in the development of the information technology principles, mission statements, goals and strategies, KPIs, risk factors, etc. These documents should be incorporated into the final ITSP report. They include but are not limited to the following:

- a) Assessment of SWOT
- b) Inventory and “relevance of” over next three years
- c) Assessment of IT trends in higher education
- d) Assessment of other universities’ current and planned use of IT
- e) Summary of focus groups’ input, individual interviews, etc.
- f) Survey results and analyses
- g) Assessment of relevance of the original IT guiding principles
- h) Additional deliverables identified as necessary during the initial meetings or during the planning process either between the ITSP manager, the planning committee or IT leadership

C. Experience and References

The proposal shall include a description of the experience which the bidding firm or individual brings to the engagement, including experience in information technology in higher education or related experience, strategic planning, and strategic planning facilitation and management.

The proposal shall include a minimum of three examples of engagements in strategic planning. For each example, include the name of the organization and a contact person’s name with his/her contact information.

The proposal shall include a list of all personnel who may be involved in the UNCW engagement to include his/her resume, relevant experience and three references.

D. Cost

The proposal shall include:

- a) An overall price for the engagement services to provide the aforementioned services and deliverables
- b) A fee schedule for estimated hours and rates with detailed explanation for all services, personnel, materials and other items
- c) Any proposal for cost reduction
- d) Travel

E. Evaluation Criteria

UNCW shall evaluate the proposals according to the following criteria:

- a) Strategic approach to providing services and deliverables as described in the proposal
- b) Proposed timeline
- c) Quality of experience of bidding firm or individual and any personnel to be involved in the engagement in information technology, higher education and strategic planning
- d) Quality of references from similar engagements
- e) Pricing for the proposed services

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 pre-proposal conference and/or deadline for written questions is set. (See cover sheet of this RFP for details.)
3. Proposals in one (1) original and two (2) 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. (Please place the signed cost proposal as the first page in your envelope.)
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 University reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University.

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, if applicable) and contain:

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

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 conference/site visit and is aware of prevailing conditions associated with performing these services.

The offeror can and will provide the specified performance bond or alternate performance guarantee .

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within **45 days** from the date of the opening, to furnish the subject services for
a cost not to exceed \$_____ (to be filled in by vendor)

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.):

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

(Typed or printed name)

Will any of the work under this contract be performed outside the United States?
(If yes, describe in technical proposal.)

☐ Yes

☐ No

ACCEPTANCE OF PROPOSAL

University of North Carolina at Wilmington

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals may be disqualified.

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 proposal/bid.

Issuing Agency: *University of North Carolina at Wilmington* Solicitation # **72-PDAM9019**
Agency Contact Person & phone: *Delmar A. McGowan, 910-962-3157*

Solicitation Title / Type of Services: Consulting Services

OFFEROR: _____

City & State: _____

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

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

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

_____	_____	_____
_____	_____	_____

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

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

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

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

HUB VENDOR PARTICIPATION:

UNCW is committed to increase HUB (Historically Underutilized Businesses) vendor participation. In order to be considered as a HUB vendor, the following information must be completed (51% owned and controlled by the following):

- ☐ African American
- ☐ Asian American
- ☐ Hispanic
- ☐ American Indian
- ☐ Female Owned (non-minority)
- ☐ Disabled Owned
- ☐ Disabled-Owned Business Enterprise
- ☐ Non-Profit Work Center for Blind and Severely Disabled
- ☐ Socially and Economically Disadvantaged as defined in 15 U.S.C. 637 (www4.law.cornell.edu/uscode/)
- ☐ None of the above

For more definition of these categories refer to:

<http://www.uncw.edu/hub/whatishub.htm>

BIDS ARE SUBJECT TO REJECTION UNLESS SUBMITTED ON THIS FORM

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 University 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** on 8.5"x11" paper
- 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, and binder clips 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; UNCW 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 at least 30 days (or more if specified on page 6 – Cost Proposal / Execution of Proposal). Although the contract is expected to be awarded prior to that time, this time 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 University, 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 University 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, UNCW 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 wishes to protest a contract awarded by UNCW valued in excess of \$10,000, but less than \$500,000, the offeror shall submit a written request for a protest meeting to the Director of Purchasing Services within 15 consecutive calendar days from the date of the contract award. The Director of Purchasing Services shall furnish a copy of this letter to the Vice Chancellor for Business Affairs (VCBA) within 5 consecutive calendar days of receipt. The Offeror's letter shall contain specific reasons and any supporting documentation to support their protest of the award. If the letter does not contain this information, or if the Purchasing Director determines that a meeting would serve no purpose, then he may, within 5 consecutive calendar days from the date of receipt of the letter, respond in writing to the offeror and refuse the protest meeting request. A copy of the letter shall be forwarded to the Vice Chancellor for Business Affairs. If the protest meeting is granted, the Director for Purchasing Services shall attempt to schedule the meeting within 15 consecutive calendar days after receipt of the letter, or as soon as possible thereafter. Within 5 consecutive calendar days from the date of the protest meeting, the Director of Purchasing Services shall respond to the offeror in writing with his decision. A copy of the letter shall be forwarded to the Vice Chancellor for Business Affairs. The university shall notify the State Purchasing Officer, in writing, of any further administrative or judicial review of the contract award. 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.doa.state.nc.us/PandC/protests.pdf> for more information.)
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from the 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. **STATE OF NORTH CAROLINA RECIPROCAL PREFERENCE LAW:** 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.
- (a.) Each solicitation document used to obtain contracts for equipment, materials, supplies and services that exceed twenty-five thousand dollars (\$25,000) in value shall include space for a bidder to give their principal place of business address if it is different than the address given in the execution section of the solicitation document. This shall not prevent the agency that issued the solicitation document investigating this information and concluding that the principal place of business is different, according to their interpretation of G.S. 143-59(c).
- (b.) A reciprocal preference shall not be used when procurements are being made under G.S. 143-53(a)(5) and G.S. 143-57.
- (c.) For the purpose of this Section, a bidder and offeror, as well as bid and proposal, are interchangeable.
- History Note: Authority G.S. 143-59;
Temporary Adoption Eff. January 14, 2002
Eff. April 1, 2003*

To view State by State Reciprocal Preference Date: http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services- 08/01/08)

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 _____ 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. Contractor expressly acknowledges and agrees that In the event funds are not appropriated or allocated by state or university for this purpose, UNCW may terminate the order at any time during the period of performance without further obligation to contractor and without contractor recourse of any kind, in law or equity.
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:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally 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.
25. **PERSONAL IDENTIFYING INFORMATION:** If the University provides the Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act (FERPA), 34 CFR §99.3, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of the University under this Contract. Contractor further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not re-disclose personally identifiable information as directed by FERPA, 34 CFR §99.33, or other State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Contractor's responsibilities under the NC Identity Theft Protection Act, Contractor shall immediately notify the University with a minimum of information required under N.C.G.S. 75-65 and shall fully cooperate with the University.

9/01/2009