

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.

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**STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS**

RFP #200900104

TITLE: **Telemarketing Service**

USING AGENCY: UNIVERSITY - UNC General Administration

ISSUE DATE: February 3, 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. March 3, 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. 200900104 NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	RFP NO. 200900104 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 February 17, 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.ncpandc.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>).

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I. Definitions

- A) Offeror shall mean the vendor, company, partnership, consortia, corporation, or other entity submitting a response to this RFP.
- B) Contract shall mean the contract awarded pursuant to this RFP and includes this RFP solicitation document, the Offeror's response to this RFP, The North Carolina General Contract Terms and Conditions, and any addenda issued by the State of North Carolina.
- C) In the event that a conflict should arise between the language or the terms and conditions of this RFP and any language, terms, conditions, exhibits, or other information submitted by the Offeror, the language, terms and conditions of this RFP shall control
- D) The State shall mean the State of North Carolina and includes the University of North Carolina General Administration (The University) and the University of North Carolina Center for Public Television (The Center).

II/III. PURPOSE/BACKGROUND

The purpose of this Request for Proposal ("RFP") is to obtain offers from qualified telemarketing agencies (Offeror") with a minimum of 5 years experience with PBS (included in evaluation criteria). There are various components that may be used together or separately to complete between a minimum of one (1), and a maximum of twenty-four (24) telemarketing fund raising campaigns for the UNC Center for Public Television ("the Center")as follows:

- One to twelve Renewal Campaigns ranging from 1.5 m (thousand)-15m names each.
- One to four Additional Gift Campaigns ranging from 5m – 25m names each.
- One to four Lapsed Campaigns ranging from 5m-50m names each.
- One to four Challenge Fund or Special Campaigns ranging from 5m – 50m names each.

The objective of these campaigns - together or separately – is to solicit and fulfill funds from active, former and prospective contributors to the Center through phone and mail fund-raising techniques.

These campaigns, together or separately, may be awarded to one or more vendors. The initial term of the contract shall occur from date of award with an option to renew for two additional one-year periods.

IV. History

The following is a synopsis of information concerning the Center's contributors and our general telemarketing program over the last three years.

The Center is a statewide 11-transmitter network, which covers 100% of the state of North Carolina. There are presently more than 1,000,000+ viewing households weekly in the Center's coverage area.

The Center has over 80,000 current contributors. Our lapsed population (going back to 1983) is approximately 255,000 accounts. A donor is considered lapsed after no response in 18 months. Our renewal consists of eight letters and a telemarketing hit in the 4th effort.

Currently we do monthly renewal telemarketing campaigns, quarterly lapsed and additional gift campaigns. These campaigns together total over 100,000 names. These campaigns have worked very well for us. We continue to seek higher percentages on credit card gifts over the phone and seek a higher performance. Our goal is to exceed 35% donations via credit card.

Please note that these volumes may increase by 20% each year based upon changes in UNC-TV's on-air pledge strategies.

The Center conducts a major pledge drive annually in February/March. There have been smaller on-air campaigns throughout the year. We currently offer member benefits at four primary levels--\$35 yields a year of CenterPiece, our monthly program guide; \$60 enables enrollment in UNC-TV's KIDS CLUB; \$250 enrolls contributors in our Mid-Level program, The Patrons Circle, \$1000 enrolls contributors in our Major Donor program, The Producer's Circle.

The Center's annual giving program is aggressive and varied by the types of campaigns we conduct and is driven by the annual financial goals of UNC-TV. At the same time UNC-TV is very customer service oriented and very sensitive to how we are perceived by our members and viewers. UNC-TV will therefore require review and approval of any telephone contact protocols utilized by the selected contractor(s). The Center performs routine call monitoring. We subscribe to **Target Analysis DonorCentrics**; they apply **Target tags** to our donor files. We have been on the **Team Approach Database System** since June 2000. Our goal is to increase giving with the greatest return on investment and extend the highest quality customer service possible to all contributors.

SCOPE OF WORK

V. Specific Services Requested

Offeror shall describe in paragraph form their capabilities to provide the following items. Offeror must respond to each question presented. Failure to submit requested materials, examples of data, or to respond to any questions posed shall result in disqualification of the entire bid proposal.

1. Pre-campaign Consultation: The offeror shall provide consultation as to goal setting and file segmentation. Ability to use and understand "target tags" (which is segmentation data already on our file) to determine the calling population for the highest return on investment. The Offeror shall agree to communicate with the Center's Direct Mail Agency in the planning and execution of fund raising campaigns.

The offeror must provide the Center with a comprehensive and detailed campaign timeline and checklist which must include typical campaign lead time, tasks, and names of vendor personnel responsible for each task . .

2. Computer Capability: Vendor must document the ability to upload and download all file data and transactions including name/address/phone number updates, pledges, credit card data, fulfillment and any additional data related to the Center's donorbase system, which is Team Approach. Vendor shall correct and update current telephone numbers through periodic use of service such as TeleMatch. Vendor shall provide, in machine-readable form, final disposition data (the coding that gives resolution for each name sent) at the close of each campaign. Vendor shall provide a machine-readable pledge file compatible with the Center's contributor records system. The Center currently receives this information on a daily basis via FTP. Offeror must demonstrate ability to distribute data daily, weekly, monthly, quarterly as specified by the Center.

Offeror shall be able to send email pledge confirmations to donors after pledges are made.

Offeror shall be able to either: transfer, in both directions, via FTP or send e-mail attachments in both directions.

It is the Center's preference to provide data via FTP. Hardcopy reports may also be requested.

Offeror shall describe the service used to append telephone numbers by third party and how data files will be uploaded to the Center, as well as the recommended frequency of these updates.

3. Script Development: Offeror must have the ability to create and write scripts using most effective "offer" to prospects which generate highest pledge rate and which compliment the Center's current campaign theme. Offeror must have ability to perform offer tests, script tests or other marketing strategy tests. The offeror must have the ability to conduct mid-level upgrade campaigns and survey campaigns as needed by the Center.

Offeror shall furnish sample scripts for lapsed, annual renewal, additional gift (standard and challenge campaigns), upgrade and survey telemarketing campaigns.

4. Train telemarketers: Training will include a detailed orientation of the UNC Center for Public Television, its mission, statewide coverage, goals, objectives, programs and services. The training will also aim to enable the telemarketers to preserve, cultivate and enhance the personal relationship the Center has with its contributors.

The Offeror must explain the training process as it exists at Offeror's firm, and

as it relates to the Public Broadcasting industry and the Center specifically.

5. Conduct telephone campaigns: Elements shall include a pre-campaign letter, the telephone call, monitoring calls, mailing pledge reminder(s), and follow-up mailings.

Offeror shall describe the automated dialing system and methodology to be utilized.

Note: The Center prefers to use an automated dialing method that allows the telemarketer to view contributor data and gift history while the call is being placed, particularly data which reflects gift recency/frequency/amount and source history, program preference and payment preference.

The Offeror shall describe location(s) where campaigns are to be conducted, as well as the account management team structure. Please submit staff biographies for senior and account management staff.

The selected vendor shall provide to the Center one account representative to work with a designated member of the Center staff. The Offeror shall state how many other clients this representative person will typically be working with. The representative must work effectively with the designated Center staff.

The Offeror must provide documentation as to its registration and compliance with state agencies to conduct fund raising telemarketing in its home state and in NC, SC, VA & TN. The telemarketing firm shall be bonded, insured, and /or otherwise indemnified. Offeror must provide documentation of same.

The Offeror shall state how many telemarketers will be used on a typical project. The Center will require the contractor to designate a minimum number of callers in order to complete a campaign within a specified time period. The Offeror shall provide information on the minimum and maximum contacts/session range, the timeline for making calls on a typical campaign, and how campaigns are scheduled. The Offeror shall document its capability to segment the file for personalized pledge reminders to respondents.

The Offeror shall provide samples of lead letter and follow-up pledge reminder packages. The Center requires rapid mailing of original pledge notice, and follow-ups of at least two reminder notices. The Offeror shall provide detail of the scheduling process used to assure timely and efficient mailing of pledge notices and unfulfilled pledge reminders.

The Offeror shall have the capability to create a return device that is OCRB scannable. The Offeror shall have the capability to provide postal NCOA updates. The cost of postage shall be included in quoted prices or quoted as a separate line item.

The Center may conduct certain components in conjunction with the telemarketing company. All coordination will be approved by the Center prior to start of the campaign.

6. Daily and Post-Campaign Reporting and Analysis: The Center requires on a daily basis: number of contacts, total pledges, dollars pledged, credit card pledges, average gift, cost per contact and list penetration rates by campaign and by file segmentations. Reporting will be in the form of telephone updates, written reports, email reports or downloading of pledge data. Post campaign analysis may (optional) include performance by file segmentation, fulfillment rates, by test segments, by historical summary and other reports as necessary to improve return on investment. (Refer to items mentioned in #2 above, computer compatibility.)

The Offeror shall describe standard reports provided by Offeror and timeline for receiving such reports, as well as specific examples of each report.

7. Offeror must ensure complete confidentiality of all records, contributor data files and campaign results. Offeror must also be prepared to modify the program at the request of the Center at any time during the campaign at no additional cost to the Center. Offeror must also supply an up-to-to-date listing weekly of all callers' names actively conducting phone solicitations on behalf of the Center.

VI. Costs

Please note: Offeror shall list prices on the attached cost sheet for items outlined below. If specific cost items are not listed on attached cost sheet, Offeror will use additional space to clearly define all cost items. If costs vary by quantity, Offeror must specify quantity ranges and costs. Failure to submit will result in disqualification of entire bid proposal.

Offeror shall use the following conventions for completing the bid:

1. Please complete all items specifying where costs are flat fees, cost per thousand, or other.
2. If a service or item is not available, please indicate "N/A".
3. If a service is available for no additional fee, please indicate "NO CHARGE".
4. If items are available but the charge is included with another fee, please make a notation or description.
5. If you charge fees for typical or special telemarketing campaign components that are not included on the cost sheet, please describe them on the form with accompanying prices.

1. Pre-campaign Consultation

- A. Consultation
- B. Clerical Support
- C. Out-of-Pocket Expenses (please describe)
- D. Set-up Fees (define specs/rates)

2. Computer Capability

- A. Telephone number appending (cost per number). Is there a difference in cost by size of file?
- B. Merge/Purge and or name elimination
- C. Data tape conversion
- D. File segmentation
- E. Creation of machine-readable pledge file
- F. Post campaign data file updates (including phone number changes, address changes and call resolution codes).
- G. Downloading data via FTP

3. Script Development

- A. Script development. Does the fee change for different types of campaigns, i.e. mid-level upgrades? If so, include cost/fee schedule.
- B. Survey development. Include services and fees for survey data capture and transmittal.

4. Train telemarketers

- A. Telemarketer Training

5. Conduct telephone campaigns

- A. Name Acquisition (cost per name). Offeror shall describe list acquisition capabilities including selection criteria, maintenance, merge/purge process and testing.
- B. Call monitoring
- C. Cost per prospect, if applicable.
- D. Cost per contact. Please define "billable contact".
- E. Cost per pledge.
- F. Cost per fulfilled pledge.
- G. Pre-Call Letter package
- H. Post-Call Pledge Letter package
- I. Follow-up Pledge Letter package (minimum 2)
- J. Postage Costs – to be included in cost of services. The Offeror is required to provide mail-sorting capabilities to qualify for any postal discounts in first class or NFP 3rd class rates.
- K. Delivery to USPS and frequency.

6. Daily and Post-Campaign Reporting and Analysis

- A. Statistics by day/calling session/segment. (cost per report)
- B. Statistics by campaign (cost per report)
- C. Standard pledge reports (cost per report)
- D. Custom pledge reports (cost per report)
- E. Non-contact completions (cost per name)
- F. Standard fulfillment reports
- G. Custom fulfillment reports

The Offeror must supply verification/certification that it meets any and all state and federal telemarketing firm registration and compliance requirements.

The Center may choose to conduct campaigns of various sizes. For example: one campaign may include 1,000 contacts, another campaign 20,000 contacts. Does this affect the price of any of the above rates? If yes, please outline price breaks and quantity benchmarks.

The Center may choose to conduct only one campaign or twenty-four campaigns during the year with one or more vendors. Does this affect Offeror services or rates in any fashion? If yes, please define scope and limitations of services and list those rates for the above items.

The Center may choose to conduct different types of campaigns such as acquisition, lapsed, additional gift, renewal or survey. Does this affect the price in any fashion? If yes, please list those rates for the above items.

VII. THE PROCUREMENT PROCESS

The following is a general description of the process by which one or more firms will be selected to perform one or more projects.

1. RFP's are posted to the NC IPS Internet site.
2. Proposals in one original and at least two copies will be received from each Offeror. Each original must be signed and dated by an official authorized to bind the firm.
3. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
4. At that date and time the package containing the proposals from each responding firm will be opened and the name of the firm announced publicly.

5. At their option, the evaluators may request oral presentations or discussion with any or all Offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Offerors are cautioned that the evaluators are not required to request clarification, therefore, all proposals should be complete and reflect the most favorable terms available from Offeror. **This is not an evaluation criteria. It may be used only for clarification.**

7. The total cost offered by each firm shall be tabulated and become a matter of public record. Interested parties are cautioned, however, that these costs and their components are or may be subject to further evaluation.

8. Proposals will be evaluated according to the evaluation criteria presented under III. above. The award of a contract to one or more Offerors does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal(s) was/were deemed to provide the best value to the State.

9. Contract Award. A minimum of one and a maximum of three vendors will be notified of "eligible contractor status" in writing prior to the start of the contract period. This written notification is not a guarantee of specific services or work on the Center's behalf, but merely a statement of each contractor's "eligibility" to conduct services. The Center will delegate specific projects and/or test components to one or more eligible vendors over the course of this contract as each is deemed to provide the best value to the Center.

10. Offerors are cautioned that this is a request for proposals, not a request to contract. 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.

VIII. PROPOSAL REQUIREMENTS

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

Executive Summary
Corporate Background, Experience and References
Project Staffing and Organization
Service Proposal
Cost Proposal

1. **Executive Summary:** The executive summary shall consist of a proposal cover letter highlighting the contents of this proposal and how they propose to meet the needs of UNC-TV for this service. This summary shall bear the authorized representative's signature.

2. **Corporate Background and Experience:** This section shall include background information on the organization and should give details of experience with similar projects within the Public Broadcasting industry. A list of references (including contact persons and telephone numbers) for whom similar work has been performed must be included.

The Offeror shall provide documentation that is, does or will meet all state and federal regulations, registration and guidelines applicable to telemarketing activities.

3. **Project Staffing and Organization:** This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project.

The Offeror shall provide biographical information as to the qualifications and experience of all executive, managerial, legal and professional personnel to be assigned to this project, including experiences with similar projects and the responsibilities to be assigned to each person.

4. **Service Proposal:** This section must include in narrative, outline and/or graph form, the Offeror's approach to accomplishing the tasks outlined in the Specific Services Requested section (IV) of this RFP. A description of each task and deliverable, and the schedule for accomplishing each must be included along with a work process flow chart with noted operational controls.

5. **Cost Proposal:** A completed cost sheet must be included. Any costs involved to complete the project that are not included on the cost sheet must be submitted on an extra sheet.

IX. Evaluation Criteria

A UNC-TV development staff team will review all proposals. Recommendation for contractor selection or rejection will be based on the criteria listed below. Award will be made to the vendor(s) with the lowest price offers in accordance with the following criteria:

1. Level of compliance with requirements described in Section IV of this RFP.
2. Demonstrated ability to improve return on investment.
 - a) Contact rate performance
 - b) pledge rate performance
 - c) credit card rate performance
 - d) pledge fulfillment performance
 - e) net/pledge fulfillment performance
3. Examples of analysis and reporting provided.
 - a) daily call reports
 - b) segmentation summaries
 - c) campaign finals
 - d) historical summaries
4. Cost
5. Ability to meet the Center's technical requirements for sharing data.
 - a) Prospect data files from UNC-TV
 - b) Pledge/charge data files from agency
 - c) Data updates from agency - name/address/phone# changes, etc.
 - d) Pledge fulfillment data update
 - e) Demonstrated skills with use of Target Tags and Target Analysis DonorCentrics reporting.
6. Experience with other public television/ broadcast campaigns.
 - a) Comparison/test results to other stations/agencies.
 - b) comparisons to other campaign segments
 - c) evidence of well developed proposal
 - d) evidence of 5 years minimum experience within Public Broadcasting
7. Likely to effectively partner with Annual Giving Manager. Offeror must demonstrate fund raising effectiveness with Public Television and ability to effectively partner with fund raising managers.
8. Qualifications of employees assigned to this contract.
9. On going training procedures for calling staff
10. Call campaign flow chart and operational/management controls
11. Proof of certification to do business in NC, SC, VA & TN, and in the offeror's home state.
12. References (3 minimum)

The proposal shall include precise data to fully support items 1 – 12 above. In the evaluation process costs are compared by the charges listed on the bid cost sheet attached.

H. Sending data via email.
NCOA appending and data transmittal.

X. EXECUTION OF PROPOSAL

Date: _____

The potential contractor certifies the following by placing an "X" in all spaces below:

- _____ That this proposal was signed by an authorized representative of the firm;
_____ That the potential contractor can obtain any required performance bonds or insurance certificates within 10 days after notice of award;
_____ That all labor costs associated with this project have been determined, including all direct and indirect costs;
_____ That the potential contractor is awarded of the 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

Therefore, in compliance with the foregoing Request for Proposals and subject to all terms and conditions thereof, the undersigned offers and agrees, if the proposal is accepted within 90 days from the date of the opening, to furnish the services for the prices quoted.

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

SIGNATURE: _____

TITLE: _____

TYPED OR PRINTED NAME: _____

DATE: _____

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

ACCEPTANCE OF PROPOSAL

AGENCY: _____

BY: _____ TITLE: _____

_____ DATE: _____

(Typed or Printed Name)

X. COST SHEET

[illegible]

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.

OFFEROR: _____
City & State: _____

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

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

(Attach additional pages if necessary.)

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 preproposal conference and/or deadline for written questions is set. (See cover sheet of this RFP for details.)

NOTE: Adjust the language below depending on whether you are using a one-step (technical and cost together) or two-step (separate technical and cost proposals) method.

ONE-STEP:

3. Proposals in one original and **(at least two)** 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. **NOTE: Add any specific criteria as appropriate** _____. 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
(example - suitable for more complex procurements)

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.

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

**COST PROPOSAL/EXECUTION OF PROPOSAL
(example)**

(This can be used for any service procurement but is particularly suited to "fill in the blanks" proposal formats.)

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

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

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

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

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

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

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

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

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

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services for a cost not to exceed \$ _____.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

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

(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.

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.ncpandc.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.ncpandc.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.ncpandc.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.ncpandc.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 _____ 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.

1/12/2009