

REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 65-RFPB628994

ISSUE DATE: January 28, 2009

TITLE: UNIVERSITY LONG DISTANCE COMMUNICATIONS SERVICES CONTRACT
FOR THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

ISSUING AGENCY: UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
MATERIAL & DISBURSEMENT SERVICES
104 AIRPORT DRIVE, SUITE 2700, CB #1100
CHAPEL HILL, NORTH CAROLINA 27599-1100
ATTENTION: Mr. Mark Sillman
Phone: 919.962.9463 Fax: 919.962.0636

USING DEPARTMENT: ITS Communication Technologies

IMPORTANT: This is a **TWO-STEP RFP** process. Technical and cost proposals shall be placed in separately sealed envelopes with the following information printed on the outside of each envelope; complete name of the Offerors company/firm, the Request For Proposal (RFP) number and whether it is the “technical proposal” or the “cost proposal” enclosed. The two envelopes may then be placed into one envelope/package for delivery purposes. Ensure that you have the RFP number printed on your address label so that it can be properly identified upon arrival at the Issuing Agency address.

Sealed proposals shall be received until **3:00 p.m.** on **February 20, 2009** for furnishing the services described herein at the address indicated above as the Issuing Agency. Proposals not received by **3:00 p.m.** on **February 20, 2009** shall not be considered. No details of the proposals will be divulged at the time of opening.

All questions concerning this RFP must be submitted via email as a Microsoft word document to **mark_sillman@unc.edu**, no later than **4:00 p.m.** on **February 05, 2009**. Please ensure that the subject line of your email says something like “Questions for RFP 65-RFPB628994” so that your questions will be properly identified and not discarded as spam. A summary of all questions and answers will be posted on the Internet or emailed as an addendum, located under the RFP number being modified.

It is the Offerors responsibility to assure that all addenda, if any have been reviewed, signed and returned.

ARTICLE I GENERAL PROVISIONS

Section 1.01 PURPOSE:

This Request for Proposal (RFP) is being issued to obtain a contract to provide a variety of reliable long distance products and services for the University of North Carolina at Chapel Hill, ITS Communication Technologies.

Section 1.02 PROPOSALS FOR OPTIONAL SERVICES:

The University also desires to obtain alternate proposals for *Part F *services. This service is optional and will not be considered as part of the RFP evaluation. However, the University reserves the right to award a contract for the services under *Part F*.

Section 1.03 MULTIPLE AWARDS:

The University reserves the right to award a contract for *Parts A, B, C, D, E and F *services to one Contractor or to designate one or more alternate Contractors to provide these services. The University also reserves the right to reject all proposals for *Parts A, B, C, D and E *services together.

ARTICLE II DEFINITIONS

As used in this agreement, the following terms shall have the meanings indicated below:

Section 2.01 UNIVERSITY: "University" shall mean, The University of North Carolina at Chapel Hill for its ITS Telecommunications Department.

Section 2.02 OFFEROR: "Offeror" shall mean a company/firm submitting a proposal in response to this Request for Proposals.

Section 2.03 CONTRACTOR: "Contractor" shall mean the Contractor that will provide the professional services for the University.

Section 2.04 TERM: "Term" shall refer to the length of time the contract will be valid.

Section 2.05 CONTRACT ADMINISTRATOR: "Contract Administrator" shall mean the University representative who shall be the direct liaison between the Contractor and the University for this contract. That representative will be Cheri Beasley.

Section 2.06 INTRASTATE: "Intrastate" shall mean all calls completed within the State of North Carolina including intralata calls.

Section 2.07 INTERSTATE: "Interstate" shall mean all calls completed within the 50 United States.

Section 2.08 INTERNATIONAL: "International" shall mean all calls completed to foreign countries including Canada, Mexico, and the Caribbean.

Section 2.09 1+ SERVICE: "1+ Service" shall mean the origination of station dialed calls from University Centrex lines to other intrastate, interstate, and international telephone numbers.

Section 2.10 800 SERVICE: “800 Service” shall refer assignment of a nationwide toll free number that routes inbound calls to a University Centrex number. Usage charges for 800 SERVICE are billed to the University rather than to the caller.

Section 2.11 CRITICAL SERVICE OUTAGE: A “Critical Service Outage” is one that disrupts long distance service to more than 25% of University Centrex stations.

Section 2.12 MAJOR SERVICE OUTAGE: A “Major Service Outage” is one that disrupts long distance service to fewer than 25%, but more than 5%, of University Centrex stations.

Section 2.13 MINOR SERVICE OUTAGE: A “Minor Service Outage” is one that disrupts long distance service to less than 5% of University Centrex stations.

ARTICLE III DUTIES AND RESPONSIBILITIES OF CONTRACTOR

The Contractor hereby agrees to work directly with the University, or its designated Contract Administrator, in connection with carrying out and conducting all of the following duties and responsibilities during the term of this agreement.

Section 3.01 All Contractors shall be long distance carriers registered by the North Carolina Public Utilities Commission and the Federal Communications Commission to conduct business in the State of North Carolina. This requirement shall not apply for services offered in response to PART F: Optional Services, item number 2 – SIP Trunking.

Section 3.02 The Contractor shall maintain a P.01 grade of service on all network access lines/PRI for both 1+ toll and toll-free services and outbound toll-free if responding to services offered in PART F: Optional Services, item 3. Monthly traffic reports shall be submitted to the University for the verification of grade of service, including PR1 services to Point of Presence (POP) location.

The University currently deploys an AT&T Centrex provisioned from a Nortel DMS-100 Central Office located at 207 East Rosemary St., Chapel Hill, NC.

Based on current call volumes, the University utilizes 7 PRI for administrative, 1+ traffic and 2 PRI's for inbound, toll-free traffic to provide a P.01 grade of service during peak calling periods. Also, for PART F: Optional Services, item number 3; the University currently utilizes 5 T1's for outbound toll-free traffic under a commission plan with incumbent provider.

Section 3.03 The Contractor shall quote postalized rates for all 1+ intrastate toll, interstate toll, international toll, international mobile toll, and toll-free service usage.

The quoted rates for 1+ toll and toll-free services shall incorporate (a) the cost of dedicated access lines (PRI) to the Contractor's POP from the University's Centrex housed in AT&T's Rosemary Street central office and (b) all associated regulatory charges (such as USF charges), taxes and fees. PICC charges shall be calculated on the basis of the number of access lines rather than on the basis of the number of Centrex station lines, as the award of this contract DOES NOT imply that PIC or LPIC will change for University Centrex lines.

Current 1+ Intrastate Minutes of Use (12-month average): 401,502
Current 1+ Interstate Minutes of Use (12-month average): 359,426
Current 1+ International Minutes of Use (12-month average): 14,362
Current 1+ International Mobile Minutes of Use (12-month average): 3,828
Current Toll-Free (8XX) Services Minutes of Use (12-month average): 108,670
Current Total Number of Toll-Free (8XX) Numbers: 350 (approximate)

The above averages are determined over a 12-month period beginning December 2007 through November 2008. The toll-free services minutes of use includes both intrastate and interstate calls.

Section 3.04 The Contractor shall provide dedicated PRI (NI1 compliant) access from the University Centrex to Contractor's POP for both 1+ toll and toll-free services.

Section 3.05 The Contractor shall provide answer supervision at the time of origination and termination of a call.

Section 3.06 The Contractor shall provide monthly call detail, including date, calling line ID, time number called, location called, length of call in minutes and seconds, and charges for each call. This data shall be available for FTP delivery to the University within five (5) days of the end of the billing month in a format acceptable to the University. The University will need a sample file and file. Each account should have its own, separate SMDR file.

Section 3.07 The Contractor shall provide a primary point of contact and escalation contacts to coordinate the resolution of service and billing problems.

Section 3.08 The Contractor shall provide Nationwide Directory Assistance (411) to include Intrastate and Interstate Directory Assistance service.

Section 3.09 The Contractor shall provide 24 x 7 x 365 technical support for all quoted services and shall have primary responsibility for identifying, analyzing, and resolving network troubles, monitoring network usage, and coordinating other technical support issues. This responsibility includes coordination of technical support with the University's Centrex provider and other local or long distance exchange carriers.

The Contractor shall respond to all **critical** service outages within 15 minutes of receiving a report. If the **critical** outage continues for more than 15 minutes, the contractor shall escalate the outage report and report the status of repairs to the University every 30 minutes.

The Contractor shall escalate all **major** service outages within 30 minutes of receiving a report, and shall report the status every hour. The Contractor shall report the status of all **minor** service outages to the University every two hours and escalate the problem resolution if the outage has not been resolved in one day.

Section 3.10 The Contractor shall complete the installation of quoted services in accordance with the following schedule:

45-60 days from the bid award

Section 3.11 The Contractor shall translate and deliver inbound toll-free calls to a 5-digit Centrex telephone number.

Section 3.12 The Contractor shall be required to conduct extensive criminal checks on all employees and provide a copy to the Contract Administrator. This will apply to any new employees hired after the contract has been awarded.

ARTICLE IV THE PROCUREMENT PROCESS

Section 4.01 PROPOSALS

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 and other documents as part of an Offerors response will be waived and have no effect either on this RFP or any contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by an Offeror may be grounds for rejection of the Offerors proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by the signature of its authorized representative on the execution of proposal page contained herein.

Section 4.02 PRE-PROPOSAL CONFERENCE

The Pre-proposal Conference/Site Visit is **MANDATORY** for all prospective Offerors who wish to have their proposals considered. Proposals from prospective Offerors not attending, or who are not present for the **entire** pre-proposal conference/site visit will not be considered for award. The pre-proposal conference/site visit shall serve as the cut-off date for submission of questions. The opportunity to ask questions of the using department will be provided at this time only. No other contact (regarding this RFP) with the using department during the bid process is allowed. Unauthorized contact with the using department during the bid process may subject your proposal to rejection. Answers to questions regarding the content and interpretation of this RFP shall be valid only when provided at the pre-proposal conference/site visit. **This only applies if a mandatory pre-proposal conference/site visit has been called for on the cover of the RFP.**

Section 4.03 SELECTION PROCESS

Following is a general description of the process by which a Contractor will be selected to provide required services:

- A. Request for Proposal (RFP) is issued.
- B. Offerors attend the pre-proposal conference/site visit. Or if one is not required, Offerors shall submit in writing any questions they may have.
- C. **Proposals shall be received from each Offeror in two (2) separately sealed envelopes; one (1) original and two (2) copies of the technical proposal; and one (1) original and two (2) copies of the cost proposal. The entire proposal (technical and cost) may be placed together in one package for mailing purposes.**
- D. The proposal must be received by the Issuing Agency no later than the date and time specified on the cover of the RFP.
- E. At that date and time all technical proposals from each responding firm shall be publicly opened and the name of each Offeror shall be announced publicly and annotated on a bid tabulation form.
- F. The technical proposal is checked to ensure that the Execution of Proposal page is present and has been signed and dated by an official authorized to bind the firm.
- G. After all technical proposals have been evaluated, only the cost proposals of those Offerors meeting the specifications shall be publicly opened.
- H. The Offerors with acceptable technical proposals shall be notified of the time and place for the opening of the cost proposals. At least two (2) working days notice shall be given prior to the opening.
- I. Award shall be made to the responsible, responsive Offeror(s) whose proposal is most advantageous to the University in accordance with the specifications set forth in this RFP.

Section 4.04 REQUIRED PROPOSAL CONTENT

Qualified firms are encouraged to submit a proposal for performing the services described herein. All proposals must be submitted strictly in accordance with the requirements of this RFP. **Failure to include any required information in the proposal may disqualify an Offeror as a potential Contractor.** Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Offerors abilities to satisfy the requirements of this RFP. Emphasis shall be on completeness and clarity of content. The information shall be prepared, tabbed and submitted in the order given below. The proposal shall be of sufficient detail to describe the following:

TECHNICAL PROPOSAL

- A. The Offeror shall provide documentation showing experience in providing similar services to other Universities of similar size.
- B. The Offeror shall provide the name(s) and contact information of representative(s) who shall facilitate resolution for any billing, administrative, or technical service problem associated with services provided under this RFP. The Offeror shall also submit an average time for resolving billing issues.
- C. The Offeror shall provide a procedure statement outlining appropriate procedures and contact names for resolving and escalating both routine and critical problems on a 7/24/365 basis.
- D. The Offeror shall submit documentation showing that it is registered by the FCC and the North Carolina Public Utilities Commission to provide long distance service in the State of North Carolina.
- E. The Offeror shall list a minimum of three (3) references, including point of contact, phone number and address.
- F. The Offeror shall provide a statement describing its method of rounding the minutes of usage for each domestic LD and international/international mobile call. For example:
 - Calls less than 6 seconds = 0 minutes
 - Calls more than 6 seconds rounded to nearest .1 (tenth) minute.
- G. The Offeror may opt to provide Alternate Proposals for the Optional Services identified in Article VI, Part E. Proposals should be submitted as part of the Technical Proposal and describe in detail the service being offered and any related technical requirements. The pricing components should be so labeled as an alternate and be submitted with your cost proposal. Also see Section 1.02 for related information.
- H. The Offeror shall provide copies of insurance certificates with respect to each of the insurance policies to be maintained in compliance with the provisions of **Article V**.
- I. The Offeror shall provide a signed copy of the **Execution of Proposal** page with the technical proposal. The Execution of Proposal page is located directly after Article VII, Terms and Conditions.
- J. The Offeror shall provide a completed copy of the **WHERE SERVICE CONTRACTS WILL BE PERFORMED** page with the technical proposal. The WHERE SERVICE CONTRACTS WILL BE PERFORMED page is located directly after the Execution of Proposal page.
- K. The Offeror shall provide a completed copy of the **CRIMINAL BACKGROUND STATEMENT** page with the technical proposal. The CRIMINAL BACKGROUND STATEMENT page is located directly after the WHERE SERVICE CONTRACTS WILL BE PERFORMED page.

COST PROPOSAL

- A. Section VI, **PRICING SCHEDULE**, shall be completed and included in the proposal. All blanks in Section VI, **PRICING SCHEDULE**, must be filled in.
- B. The Offeror shall submit a record of its complete international rate table in printed and electronic form. A detailed explanation of the electronic record layout shall be provided.
- C. The University shall provide the Offeror an Excel spreadsheet (please send an email to mark_sillman@unc.edu with the subject line of “REQUEST SPREADSHEETS FOR 65-RFPB628994) containing the total number of calls and total minutes of calls to various international countries so that you can complete sub-paragraph “F” of Section 6.01. These are 6-month totals. It shall be the responsibility of the Offeror to insert the quoted per minute rate for calls to each country into the spreadsheet. The spreadsheet will be designed to calculate the total cost for each country based on the quoted per minute rate, and to total the cost of calls for all countries. A second spreadsheet has also been provided containing only the country and the rate per minute. This spreadsheet will be used for international mobile rates only. The Offeror shall submit an electronic copy of the completed spreadsheets with the Cost Proposal and include the total cost for all international and international mobile calls in the spaces provided in Article VI, Part D.

Section 4.05 PROPOSAL SUBMISSION AND OPENING

The technical and cost proposals must be received by the Issuing Agency no later than the date and time specified on the cover of this RFP. Each technical and cost proposal shall be placed in separately sealed envelopes with the following information printed on the outside of each envelope; complete name of the Offerors company/firm, the RFP number and whether it is the “technical proposal” or the “cost proposal” that is enclosed. The two envelopes may then be placed into one envelope/package for delivery purposes. The Offeror should ensure that the RFP number is printed on its address label so that it can be properly identified upon arrival at the Issuing Agency address.

Section 4.06 EVALUATION OF PROPOSALS

The Offerors proposal shall be submitted at the time specified. Designated University staff members shall evaluate the proposals received and will consider the following factors in recommending award to a qualified firm. These factors are not necessarily listed in order of priority.

- A. Overall experience and qualifications of the Offeror and proposed personnel
- B. Experience and/or credentials in providing the professional services required
- C. Performance of the Offeror as evaluated by the references supplied
- D. Pricing.
- E. Ability to meet installation schedule specified in Section 3.10.

Offerors are cautioned that this is a request for proposal, not a request to contract, and the University reserves the unqualified right to reject offers for any contract when such rejection is deemed to be in the best interest of the University. The award of a contract to one Offeror does not mean that the other proposals lack merit, but that with all factors considered, that proposal was most advantageous to the University. Requirements of this proposal are the minimum acceptable.

Section 4.07 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 University we solicit your cooperation in this endeavor.

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 submittals and copies should minimize or eliminate use of non-recyclable or non-reusable 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 material.

Section 4.08 ORAL EXPLANATIONS

The University at its option may request oral presentations, or discussions with any or all Offerors for the purpose of clarification or to amplify the material presented in any part of the technical proposal. However, Offerors are cautioned that the University is not required to request clarification; therefore, all proposals should be complete and concise and reflect the most favorable terms available from the Offeror. The University shall not be bound by oral explanations or instructions given at any time during the competitive process prior to award.

Section 4.09 REFERENCE TO OTHER DATA

Only information which is received in response to this RFP shall be evaluated; references to information previously submitted shall not be evaluated.

Section 4.10 RIGHT TO SUBMITTED MATERIALS

All responses, inquiries, or correspondence relating to or in reference to this 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.

Section 4.11 COST OF PROPOSAL PREPARATION

Any costs incurred by the Offeror in preparing or submitting proposals are the Offerors sole responsibility; the University shall not reimburse any Offeror for any costs incurred prior to award.

Section 4.12 CONFIDENTIAL INFORMATION

To promote maximum competition and to protect the public bidding procedure from being used to obtain information that would normally not be available otherwise, the University shall maintain the confidentiality of certain types of information. All such information intended to be kept confidential must be designated in writing "Confidential." The obligations of non-disclosure shall not apply to the following:

- A. Information which, at the time of disclosure is in the public knowledge;
- B. Information which, after disclosure becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement;
- C. Information which was in the possession of the University at the time of disclosure and which was not acquired, directly or indirectly by recipient from the disclosing party, and which prior possession can be proven by documentary evidence;
- D. Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis;
- E. Information which is independently developed by the University's personnel not privy to the Information.
- F. Information contained in the Pricing Schedule, **Article VI**.

Section 4.13 ADVERTISING

In submitting the proposal, the Offeror agrees not to use the results there from as a part of any news release or commercial advertising without prior written approval of the University.

Section 4.14 TITLES

Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

Section 4.15 OFFEROR'S REPRESENTATIVE

Offerors shall submit the name, address, and telephone number of the person(s) with the authority to bind the Offeror and answer questions or provide clarification concerning the Offerors proposal.

Section 4.16 COMPETITIVE OFFER

Under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that its proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws. In submitting the proposal, the Offeror agrees not to discuss or otherwise reveal its technical or cost information to any other sources, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified.

Section 4.17 DECLINE TO OFFER

Any Offeror which received a copy of the RFP through the mail, but which declines to make an offer is requested to send a formal "Decline to Offer" to the University. Failure to respond as requested may subject the Offeror to removal from consideration on future requirements. If the RFP is received electronically a formal "Decline to Offer" is not necessary.

Section 4.18 AWARD OR REJECTION

All qualified proposals will be evaluated and award made to that Offeror whose proposal is deemed to be the most advantageous to the University. The University reserves the unqualified right to reject any or all offers, waive any informality in the proposal and unless otherwise specified by the Offeror, to accept any item or part of the proposal if determined to be in the best interest of the University.

Section 4.19 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.

Section 4.20 PROPOSAL ACCEPTANCE PERIOD

This proposal shall be binding upon the Offeror for sixty (60) calendar days following the bid opening date. Any proposal on which the Offeror shortens the acceptance period may be rejected.

Section 4.21 HISTORICALLY UNDERUTILIZED BUSINESS

Pursuant to G.S. 143-48 and Executive Order No. 150, the University invites and encourages participation in this procurement by businesses owned by minorities, women and the disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Section 4.22 RECIPROCAL PREFERENCE

This RFP and the resulting contract are subject to General Statute 143-59 which 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 of business of the Offeror is directed or managed.

Section 4.23 PROTEST PROCEDURES

When an Offeror wants to protest a contract awarded pursuant to this solicitation it must submit a written request to the Director, Material and Disbursement Services, University of North Carolina at Chapel Hill, 104 Airport Drive, Suite 2700, CB 1100, Chapel Hill NC 27599-1100. This request must be received in the University Purchasing Office within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound 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. Offerors may call the University to obtain an oral status of contract award. 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.

ARTICLE V INSURANCE REQUIREMENTS

Section 5.01 CONTRACTOR'S OBLIGATION

Contractor shall, at its own expense, obtain and maintain throughout the term of this agreement, at least the following policies of insurance from an insurance company duly authorized to do business in North Carolina:

- (a) Comprehensive general liability insurance insuring against loss arising from personal or bodily injury or death of any person and arising from property damage for occurrences on or in University property while conducting professional services. Such policy of insurance shall be issued by a company or companies with at least an "A" Best Rating or rating equivalent and qualified to do business in the State of North Carolina and with \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$1,000,000 aggregate limit.
- (b) Automobile Liability insurance including \$1,000,000 combined single limit per occurrence for bodily injury and property damage covering owned, not owned and hired vehicles.
- (c) Worker's compensation insurance, if required by applicable law, for all persons employed by company for any purpose on University property and company shall pay any and all contributions, taxes and costs of such insurance and benefits payable thereunder which are required to be withheld and/or paid by any employer under the provision of any applicable present or future law, ruling and regulation.

Section 5.02 EVIDENCE OF INSURANCE

Contractor shall provide copies of insurance binders (or certificates in lieu thereof) with respect to each of the insurance policies to be maintained, with the **Technical Proposal**. Each binder and policy required to be obtained and maintained pursuant to this Article V shall provide that it may not be amended, modified or canceled without a minimum of forty-five (45) days' notice to the University.

ARTICLE VI PRICING SCHEDULE

Section 6.01 The Offeror shall propose the costs to furnish the services in accordance with this RFP. Award will be made to the Contractor(s) whose proposal is most advantageous to the University in accordance with **Section 4.06**.

Prices shall include all applicable regulatory surcharges, including PICC, USF, and other surcharges.

PART A:	Domestic Intrastate 1+ rate per minute	\$ _____
PART B:	Domestic Interstate 1+ rate per minute	\$ _____
PART C:	Toll Free "8XX" usage rate per minute	\$ _____
PART D:	Total International Tolls, (Include the spreadsheet)	\$ _____
	Total International Mobile (Include the Spreadsheet)	\$ _____
PART E:	Nationwide Directory Assistance/call	\$ _____

ATLERNATE PROPOSAL

PART F: The Offeror may opt to provide Alternate Proposals for the Optional Services identified below. Proposals should be submitted as part of the Technical Proposal and describe in detail the service being offered, any related technical requirements, and all pricing components. Pricing information should be included with the proposal. Also see Section 1.02 for related information.

Optional Services

1. ISDN Data Calls: Offeror shall confirm whether ISDN data calls can be completed over its network and provide detailed pricing information.
2. Offeror may provide an alternate proposal for SIP Trunking.
3. Offeror may opt to propose an alternate approach to outbound toll-free services whereby dedicated access lines are provided (T1/PRI) for the purpose of processing outbound toll-free traffic. In return, a commission may be offered back to the University on every minute of toll-free calling.

SPECIAL NOTE: The University shall provide the Offeror an Excel spreadsheet (please send an email to mark_sillman@unc.edu with the subject line of "REQUEST SPREADSHEETS FOR 65-RFPB628994) containing the total number of calls and total minutes of calls to various international countries so that you can complete sub-paragraph "F" of Section 6.01. These are 6-month totals. It shall be the responsibility of the Offeror to insert the quoted per minute rate for calls to each country into the spreadsheet. The spreadsheet will be designed to calculate the total cost for each country based on the quoted per minute rate, and to total the cost of calls for all countries. A second spreadsheet has also been provided containing only the country and the rate per minute. This spreadsheet will be used for international mobile rates only. The Offeror shall submit an electronic copy of the completed spreadsheets with the Cost Proposal and include the total cost for all international and international mobile calls in the spaces provided in Article VI, Part D.

Company Name: _____

ARTICLE VII
TERMS AND CONDITIONS THAT SHALL GOVERN THE CONTRACT

Section 7.01 TERM

This agreement shall be binding on both parties for a one (1) year period beginning on the date of contract award. The University shall have the option of extending the contract for two (2) additional one (1) year terms. The University shall give the Contractor written notice of its intent to renew no less than ninety (90) days prior to the expiration and if the University elects to renew, the terms of said renewal shall be specified in writing as part of the written notice. Contractor shall respond within thirty (30) days of this notice with any exceptions or changes to the original contract terms. The exceptions shall be negotiated between the University and the Contractor during the remaining sixty (60) days of the notice period. If there are no exceptions taken or, upon mutual agreement of the parties concerning renewal terms, the Contractor shall sign the renewal notice and send it back to the University. The total term of this contract shall not exceed three (3) years.

Section 7.02 GOVERNING LAW

This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

Section 7.03 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.

Section 7.04 PAYMENT

Invoices shall be submitted monthly and payment for services provided by the Contractor shall become due within thirty (30) days of receipt of an approved invoice from the Contractor. Invoices shall show the University's purchase order number and shall be approved by the Contract Administrator.

Overtime shall apply to any hours above 40 hours of service in a given week provided by a single representative of the Contractor for which the Contractor has received authorization from the University. Overtime shall be billed at 1.5 times the regular contract hourly rate for the specific service provided.

Section 7.05 REGULATIONS

The University and Contractor shall comply with all Federal, State and local laws, statutes, ordinances and regulations as applicable to this agreement. These shall include the rules, regulations, and interpretations of the North Carolina Department of Labor relative to Occupational Safety and Health Standards pertinent to the work specified herein. By signing and submitting a proposal, the Contractor certifies its compliance with all applicable local, state and federal laws and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations. At the request of the University, the Contractor shall provide evidence of compliance.

Section 7.06 DEFAULT

Should the University determine that the Contractor is not satisfactorily providing services as outlined within this agreement, the University may, by written notice to the Contractor, demand that the Contractor provide the service(s) in question in a satisfactory manner. The Contractor shall respond via phone or fax within 24 hours after receipt of the cure notice to assure the Issuing Agency that the Contractor has the notice and understands the situation. If the Contractor fails to cure the problems detailed in the cure notice within the time specified in the notice, the University may terminate the entire contract or only the part of the contract in question. In the event the University terminates this contract as provided herein, it may procure, in such a manner as it deems reasonable and appropriate, such services as required by this agreement and the Contractor shall be liable for any cost for such services. However, if this agreement is terminated in part, the Contractor shall be required to continue the performance of this agreement to the extent not terminated under the provisions of this clause, while remaining liable for any cost of services obtained by the University to cover services canceled due to unsatisfactory services from the Contractor under this agreement.

Section 7.07 TERMINATION

The University may terminate this contract without penalty for any reason upon thirty (30) days written notice 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 University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

Section 7.08 INDEMNIFICATION AGREEMENT

The Contractor shall indemnify the University against any and all liability, claims, and costs of whatsoever kind and nature, for injury to or death of any persons, for loss or damage to any property in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement resulting in whole, or in part from the acts or omissions of the Contractor, or any employee, agent, or representative of the Contractor, and too, the Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights or copyright rights and shall save the University from loss on account thereof.

Section 7.09 BANKRUPTCY

Upon entry of a judgment of bankruptcy or insolvency by or against the Contractor, the University may terminate this contract for cause.

Section 7.10 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.

Section 7.11 CONTRACT DOCUMENT

The contract shall be deemed to include, by incorporation, the following documents:

- a. The Contractor's technical and cost proposals to the extent not inconsistent with this RFP.
- b. This Request For Proposal.
- c. Any written amendments to the contract, which may be issued from time to time.
- d. The Purchase Order.

In accordance with **Section 4.01**, to the extent the Contractor's proposal conflicts with this RFP, this RFP shall govern the conduct of the parties. Changes to the contract, or any of its terms and conditions, may be made only by written amendments stipulating the changes to be made and the effective date. Each amendment must be signed by both the Contractor and the University's Purchasing Office.

Section 7.12 APPROPRIATIONS

The Contractor agrees and understands that payment as specified in the resulting contract for the period set forth herein, or any extensions or renewal thereof is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose and the contract shall automatically terminate upon depletion of such funds.

Section 7.13 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 University.

Section 7.14 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 the University in accordance with General Statute 147-64.7.

Section 7.15 ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the University and solely as a convenience to the Contractor, the University may:

- A. Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
- B. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.

In no event shall such approval and action obligate the University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Section 7.16 DEBARMENT STATUS

By submitting a proposal, the Contractor certifies that it is not currently debarred from bidding on contracts by any agency of the State of North Carolina or any agency of the Federal Government, nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of North Carolina or any agency of the Federal Government.

Section 7.17 CONFIDENTIALITY

The Contractor shall protect the confidentiality of any files, data or other materials provided by the University and shall restrict their use to purposes of performing the contract and none other. The Contractor shall take all steps necessary to safeguard any data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the Contractor when such loss or damage occurred through its negligence.

Section 7.18 KEY PERSONNEL

The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval from the University. The individuals designated as key personnel for the purposes of this contract are those specified in the Contractor's proposal.

Section 7.19 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 the University for this contract and will reimburse the University for loss of damage of such property.

Section 7.20 COPYRIGHT

The deliverable items produced in whole or in part under this agreement constitute a work for hire. The University shall own the deliverable items and all rights pertaining thereto; and the Contractor shall have no rights in and to said deliverables, nor shall any of said deliverable item(s) be the subject of an application for copyright by or on behalf of the Contractor. Should the deliverable items produced in whole or in part under this agreement not be "works for hire" as defined by the United States Copyright Act, the Contractor hereby assigns the copyright and all its right, title and interest in the deliverable items to the University.

Section 7.21 WORK INSPECTION

It is a condition of this contract that the work described herein shall be subject to inspection by the designated official representatives of the University, and those persons required by state law to test special work for official approval. Unless otherwise specified, work shall be inspected during the normal working hours of 8:00 A.M. to 4:00 P.M.

Section 7.22 NON EXCLUSIVENESS OF CONTRACT

At any point during the term of the contract the University reserves the right to enter into other contracts with this or other contractors for the same or similar services when it is deemed to be in the best interest of the University.

Section 7.23 CRIMINAL CONVICTIONS CHECKS

This University is committed to providing a crime free environment for its faculty, staff and students. Due to the contractual requirements as set forth in Section III of this RFP, your personnel will have access to various areas of this University. The University reserves the right to require a criminal convictions check on owners, officers, employees and any other workers of the Contractor and their subcontractors at any time upon written request. The Contractor or the Contractor's direct representative shall accompany all new employees to the jobsite and present them to the Contract Administrator. At that time, if a criminal convictions check has been requested the Contractor shall provide a criminal history (not a letter) including traffic records, by presenting a document from a reputable company providing statewide searches covering a minimum of the last seven (7) years to the Contract Administrator. The criminal history shall match the name on the government issued picture identification card. Out of state searches shall be required for persons living in the state of North Carolina for less than seven (7) years. The names, addresses and birth dates of each person that enters University property (including the owners and subcontracts) in the performance of this contract shall be supplied with the criminal history on company letterhead signed by a representative duly authorized to sign on behalf of the company. This history shall be provided to the Contract Administrator at least twenty-four (24) hours prior to any person performing work under this contract. Persons without this criminal history may be turned away and not allowed to work on any property owned or utilized by the University until proper documentation is submitted and approved by the Contract Administrator.

The University reserves the right to keep any person from being assigned to work on its property if that person (1) has been convicted of a criminal offense since the age of eighteen (18), or (2) been found at any time to have an outstanding warrant or a pending court case, or, (3) if related to his/her work at the University, has current habitual problems with traffic related issues such as no driver's license, no vehicle tags, and/or no insurance. The Contractor must disclose the criminal convictions records of all persons proposed to work on campus with the designated university official.

During the term of this contract, the Contractor shall comply with these procedures for any new owner, officer, employee and any other worker of the Contractor and their subcontractors upon proper written notification by the Contract Administrator.

The Contract Administrator shall maintain all criminal convictions checks in a secure locked container for the term of the contract. At the end of the contract period the Contract Administrator shall ensure that the files have been returned to Contractor or destroyed in such a manner as to prevent disclosure of any kind.

EXECUTION OF PROPOSAL

TITLE: UNIVERSITY LONG DISTANCE COMMUNICATIONS SERVICES CONTRACT
FOR THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

PROPOSAL NUMBER: 65-RFPB628994

Certification: By executing this proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its 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 it is not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class 1 felony.

Will any of the work under this contract be performed outside of the United States?

_____ Yes _____ No *If your answer was yes, then in your proposal you shall describe in detail what part of the work will be performed outside of the United States as well as what percentage of the total contract that work represents by completing the attached document entitled "WHERE SERVICE CONTRACTS WILL BE PERFORMED".*

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

NAME: _____ **TITLE:** _____

SIGNATURE (IN INK): _____ **DATE:** _____

FEDERAL TAX IDENTIFICATION NUMBER: Please complete the following "VENDOR MASTERFILE RECORD DATA FORM" and attach it with this page.

**THIS PAGE AND THE ONE FOLLOWING MUST BE
COMPLETELY FILLED OUT, SIGNED AND RETURNED WITHIN
YOUR PROPOSAL.**

UNSIGNED PROPOSALS SHALL NOT BE CONSIDERED.

VENDOR MASTERFILE RECORD DATA FORM

IRS INFORMATION:

In order to comply with Internal Revenue Service (IRS) regulations, we are required to obtain your Social Security Number (SSN) or Federal Tax Identification Number (TIN/EIN) to satisfy IRS Form 1099 reporting requirements. Failure to provide this information may subject all payments made to you to the 31% backup withholding as required by the IRS.

Enter your TIN in the appropriate box below. For individuals, this is your SSN. For sole proprietors you must show your individual name, but you may also enter your business or 'doing business as' name. You may use either your SSN or EIN. For partnerships you must show the name filed first on the partnership papers. For other entities, it is your EIN.

SOCIAL SECURITY NUMBER	EMPLOYER ID NUMBER
_____ - _____ - _____	_____ - _____

TYPE OF BUSINESS:

☐ Individual/Sole Proprietor
 ☐ Partnership
 ☐ Corporation
 ☐ Other
☐ Small (< 500 employees)
 ☐ Large (> 500 employees)

ELECTRONIC PAYMENT INFORMATION: (THIS IS THE PREFERRED METHOD OF PAYMENT BY THE UNIVERSITY)

Bank Name: _____

Routing #: _____ Account #: _____

CONTACT INFORMATION:

REMIT TO:	ORDER FROM (Same as remit to; yes ___ no ___)
Vendor Name: _____	Vendor Name: _____
Contact Name: _____	Contact Name: _____
Address 1: _____	Address 1: _____
Address 2: _____	Address 2: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____	Phone: _____ Fax: _____
E-Mail: _____	E-Mail: _____
Website: _____	Website: _____

HUB INFORMATION: (OWNERSHIP OF 51% OR GREATER BY THE FOLLOWING)

☐ Minority
 ☐ Women
 ☐ Disabled
 ☐ N/A

I CERTIFY THAT (1) I AM DULY AUTHORIZED TO COMPLETE THIS FORM; (2) THE LEGAL ORGANIZATION AND TAX IDENTIFICATION NUMBER SHOWN ON THIS FORM ARE CORRECT, AND (3) I AM NOT SUBJECT TO BACKUP WITHHOLDING. AN ORIGINAL SIGNATURE IS REQUIRED BY THE IRS.

SIGNATURE	TITLE	DATE
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This form shall be removed from the public file and maintained in a secure file system within the University's Disbursement Services Department.

UNC-CHAPEL HILL USE ONLY				
☐ New Vendor	☐ Change	V#:		
Address Line:				
Delete Address Lines:				

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.

TITLE: UNIVERSITY LONG DISTANCE COMMUNICATIONS SERVICES CONTRACT
FOR THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

PROPOSAL NUMBER: 65-RFPB628994

ISSUING AGENCY: UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
MATERIAL & DISBURSEMENT SERVICES
104 AIRPORT DRIVE, SUITE 2700, CB #1100
CHAPEL HILL, NORTH CAROLINA 27599-1100
ATTENTION: Mr. Mark Sillman
Phone: 919.962.9463 Fax: 919.962.0636

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

Service	City/Province/State	Country
_____	_____	_____
_____	_____	_____

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

_____	_____	_____
_____	_____	_____

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

Service	Subcontractor	City/Province/State	Country
_____	_____	_____	_____
_____	_____	_____	_____

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

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

CRIMINAL BACKGROUND STATEMENT

TITLE: UNIVERSITY LONG DISTANCE COMMUNICATIONS SERVICES CONTRACT
FOR THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

PROPOSAL NUMBER: 65-RFPB628994

The Offeror hereby certifies that it performs and maintains criminal background checks on **all employees and will not allow any contractor employees to work on University/Endowment property that has a criminal background without first notifying and obtaining approval from the contract administrator.**

FIRM NAME: _____

NAME: _____ **TITLE:** _____

SIGNATURE (IN INK): _____ **DATE:** _____

**THIS PAGE MUST BE COMPLETELY FILLED OUT, SIGNED AND
RETURNED WITHIN YOUR TECHNICAL PROPOSAL.**

**Failure to include this information in the technical proposal
may disqualify an Offeror as a potential Contractor.**

HIPPA REQUIREMENTS PAGE

If the below paragraphs are noted in Section III of this RFP. Or if an Offeror knows that the rules under Health Insurance Portability and Accountability Act (HIPAA) should apply because of the type of work required under a subsequent contract, the Offeror shall be required to go to <http://www.unc.edu/hipaa/Forms-Policies.htm> and fill out the proper Business Associate Agreement (BAA) form listed on the web page and submit it with your Technical Proposal.

A. Sample of Section III paragraphs:

Section 3. The Contractor shall comply with all applicable laws in connection with these services, including but not limited to N.C.G.S. § 90-210 and HIPAA requirements regarding privacy and security.

Section 3. Before the contract is awarded, the Contractor will have to sign the attached Business Agreement. Do not submit a proposal if the Contractor agency will not be able to sign this agreement as is.

B. Partial sample of BAA Form:

Agreement renews or expires on: _____

University of North Carolina at Chapel Hill
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the _____ of _____, 2009, by and between The University of North Carolina at Chapel Hill, on behalf of its _____, hereinafter referred to as "Covered Entity", and _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties"). This Agreement supersedes any previously executed Business Associate Agreement between the parties.