

**STATE OF NORTH CAROLINA  
REQUEST FOR PROPOSALS**

**RFP #30-XX-XXXX-XX**

**To be assigned by P&C Office**

**TITLE:**

USING AGENCY: (Enter Division Name)

ISSUING AGENCY: N.C. Dept. Health and Human Services  
Purchase and Contract Office  
693 Palmer Drive  
Room 27  
Raleigh, NC 27603  
919/733-2105  
FAX 919/733-5957

ISSUE DATE: \_\_\_\_\_

Sealed Proposals subject to the conditions made a part hereof will be received until \_\_\_\_\_ p.m. on \_\_\_\_\_, 20XX, for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY AT THE ADDRESS SHOWN ABOVE.

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

Direct all inquiries concerning this RFP to:

David A. Womble Jr.  
693 Palmer Drive  
Room 27  
Raleigh, NC 27603  
Fax 919-733-5957  
e-mail [David.Womble@ncmail.net](mailto:David.Womble@ncmail.net)

**MAILING INSTRUCTIONS:** Send proposal to the applicable address below: The address must appear on the envelope or package as shown below:

| <b><u>DELIVERED BY US POSTAL SERVICE</u></b>   | <b><u>DELIVERED BY ANY OTHER MEANS</u></b>   |
|--|--|
| <b>RFP NO. _____<br/>NC DEPT HEALTH &amp; HUMAN SVC<br/>DHHS PURCHASE &amp; CONTRACT<br/>2008 MAIL SERVICE CENTER<br/>RALEIGH, NC 27699-2008</b> | <b>RFP NO. _____<br/>NC DEPT HEALTH &amp; HUMAN SVC<br/>DHHS PURCHASE &amp; CONTRACT<br/>705 PALMER DRIVE, DOBBIN BLDG.<br/>RALEIGH, NC 27603-2001</b> |

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### 1.0 Background Purpose and General Information

- 1.1 Purpose
- 1.2 Service Description
- 1.3 Schedule of Activities

- (1.1) Identify the purpose of the RFP as to soliciting offers from qualified vendors to perform the necessary services for the department. For example, “ This Request for Proposal provides interested offerors with the information necessary to prepare and submit proposals to the Department of Health and Human Services to provide (enter RFP title) beginning (enter date).
- (1.2) Describe service so vendors will be able to decide if they are interested in proposing.
- (1.3) List a schedule of activities so vendor will know how much time will be needed to prepare the proposal and if awarded the contract, when work is planned to begin.

### 2.0 Administrative Requirements

- 2.1 Sole Point of Contact
- 2.2 Contract Period
- 2.3 Compensation to the Contractor
- 2.4 Disallowance for Non-Performance
- 2.5 Liability
- 2.6 Pre-Bid Conference or written questions

- (2.1) All Inquiries concerning this RFP must be submitted in writing to:

David A. Womble Jr.  
Chief Of Purchasing  
693 Palmer Drive  
Room 27  
Raleigh, NC 27603  
Fax 919-733-5957  
e-mail [David.Womble@ncmail.net](mailto:David.Womble@ncmail.net)

- (2.2) The contract period should be identified as the period in which the service will be performed. Any renewal options should be included and considered as the total life of the contract when reviewing the award amount. Let the offeror know the contract duration. For example, “ The contract period will be for a term of \_\_\_ years, with the option to renew for up to \_\_\_ years. The award of this contract is based on funds availability.
- (2.3) The contractor will be compensated for providing (name of service) at the rates, terms, and conditions agreed on in their proposal and established in its contract with the department.
- (2.4) The Liability clause should look like this: “ Neither the State of North Carolina, nor its employees thereof shall be responsible for any liability claims against the Contractor.”
- (2.5) One of the three choices should be used depending on how questions will be answered. Questions should be directed to Office or person listed in 2.1:

**NOTE:** A MANDATORY PREPROPOSAL CONFERENCE/SITE VISIT for all prospective offerors is scheduled for \_\_\_\_\_ in \_\_\_\_\_. Attendance at this conference is a prerequisite for consideration of an offeror's proposal. Prospective offerors are encouraged to submit written questions in advance. A written summary of all questions and answers in the form of an addendum will be provided to all firms represented at the conference.

*OR*

**NOTE:** All offerors are encouraged to attend a PREPROPOSAL CONFERENCE/SITE VISIT on \_\_\_\_\_ at \_\_\_\_\_ in \_\_\_\_\_. Prospective offerors are encouraged to submit written questions in advance. A summary of all questions and answers in the form of an addendum will be posted on the State website (<http://www.state.nc.us/PandC/>).

*OR*

**NOTE:** Questions concerning the specifications in this Request for Proposals will be received until \_\_\_\_\_. A summary of all questions and answers in the form of an addendum will be posted on the State website (<http://www.state.nc.us/PandC/>).

(2.6) (Optional)(It depends on the type of service) In the event that an offeror submits a proposal in response to the RFP, is awarded the contract, and then is unable to meet the \_\_\_\_\_ implementation deadline, amounts may be disallowed from reimbursement of work not preformed. The Contractor will be paid only for services provided. (Optional) The Contractor shall pay, in liquidated damages, up to \$\_\_\_\_\_ per calendar day when the contractor will be late in start up of the service on or after the agreed start up date

### 3.0 Information required from the Offeror

- 3.1 Financial Information
- 3.2 Subcontracting
- 3.3 Conflict of Interest
- 3.4 References
- 3.5 Key Personnel and Staff
- 3.6 Affirmative Action
- 3.7 Price Information
- 3.8 Format of the Proposal
- 3.9 Insurance
- 3.10 Performance Bond
- 3.11 Oral Presentations
- 3.12 Additional Information

- (3.1) Financial Information: (Example of some of the documents that can be requested)(The committee writing this document must decide what documents need to be requested. The larger the project the more comprehensive the request might be. )

Example #1

The proposal must contain copies of the following documents for the offeror and any parent company:

- a. The most recent audited Annual Report.
- b. Statement of income and related earnings
- c. Cash flow statement
- d. Balance sheet and
- e. Opinion concerning financial statements from a CPA
- f. Bank letter of credit

The information can also be requested of any subcontractor who is expected to receive ten- (10)% or more of the value of the contract. Be careful not to be too restrictive in your requirements that the subcontractor needs to meet. The contract the state signs will be with the contractor and not the sub.

Example #2 The offerors most recent audited Financial Statement or similar evidence of financial stability shall be provided.

- (3.2) Subcontracting:

In the event the contractor desires to subcontract any part of the contracted services to a vendor after award of the contract, written approval by the Department must be obtained prior to such arrangements. Only the subcontractors specified in the offeror's proposal are to be considered approved upon award of the contract. The contractor will require all subcontractors to comply with all provisions herein. Notwithstanding, the contractor will be held liable for compliance with all duties and functions required by the contract, whether performed by the contractor or a subcontractor.

If This clause should be entered: "Pursuant to Article 3 and 3C, Chapter 143-48 of the North Carolina General Statutes and Executive Order 150, the State invites and encourages participation in this procurement by small business and businesses owned by minorities, women and disabled, including utilization as subcontractors to perform functions under the RFP." We should ask vendors, that propose, to identify if they are a small business or a business owned by minorities, women and disabled, and identify any subcontractors that are in their proposal that are a small business or business owned by minorities, women and disabled. The award of this contract will not be based on this information.

- (3.3) Conflict of Interest:

The Offeror expressly states that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required in this RFP. The Offeror shall not employ any person having such interest if awarded this contract. The Offeror further agrees to notify the Division in writing of any instances that might have the appearance of a conflict of interest if awarded this contract. If awarded this contract, the Offeror shall submit to the Division a notarized copy of the Contractor's policy addressing conflict of interest in accordance with North Carolina law General Statute 143-6.1.

- (3.4) References: (This will depend on type of service) (rewrite to fit the type of service)

The offeror must provide the names of at least (X) customer references, each including a specific contact name and phone number. Let the Offeror know that the information obtained from these references will be used in determining who the contractor will be.

- (3.5) Key Personnel and Staff: (Example)(This will depend on type of service)(rewrite to fit type of service)

The offeror shall include an organizational chart showing levels numbers of staff would be assigned to this project. Identify all management and their responsibilities. Include resumes of all management

personnel. The Contractor will not be allowed to substitute key personnel assigned to the performance of this contract without prior written approval by the Division's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in this proposal.

(3.6) Affirmative Action: (optional)

The offeror must submit an affirmative action plan. The offeror will be required to comply with the affirmative action plan submitted. The proposal will, at minimum, describe hiring practices and expected staffing levels for:

- a. individuals with disabilities, including individuals who are Deaf, Hard of Hearing, Deaf/Blind, or speech impaired; and
- b. minorities, women, and disabled

(3.7) Price Information:

Pricing must be firm. No estimates or contingencies are allowed. All prices submitted in response to the RFP must be the offeror's final offer.

The cost proposal must be submitted on the form of Appendix (fill in). (Design a form that vendors can submit their cost proposal on)

(3.8) Format of the Proposal:

The proposal must contain all information required by this RFP. Each item of information required by this RFP must be provided in the proposal in the same order as set forth in this RFP and reference to the appropriate section of the RFP should be included.

(3.9) 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 coverage and limits as described in Article 16 of the North Carolina General Contract Terms and Conditions.

(3.10) Performance Bond: (Optional)

The Department shall require the contractor to secure a performance bond of \_\_\_\_\_ within 10 days upon the notification of the award: or some other suitable guarantee or percent of award amount etc. The performance bond will continue for the life of the contract at no cost to the State.

(3.11) Oral presentations might be needed later. If you do not know if one might be needed you might want to include the following: " Offerors may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee. Oral presentation will be held independently. Such presentations will be at the Offeror's expense. Oral presentations will be for the purpose of clarification only and new information or documentation that wasn't in the proposal will not be accepted.

(3.12) Additional Information and Comments:

Proposals should include any other information that a contractor believes to be pertinent but that is not specifically requested elsewhere in this RFP.

#### 4.0 Service Specifications

##### 4.1 Introduction

##### 4.2 Scope of Work

(4.1) All service specifications are mandatory. The offeror shall provide the required information as indicated herein when submitting its proposal. The successful contractor shall comply with the following conditions listed in the scope of work.

- (4.2) *Describe the services required using narrative or outline as appropriate. Include tasks, schedule, deliverables, milestones, environmental or regulatory constraints, state interfaces, etc. Be as specific as possible, since this will be the basis for evaluating proposals and monitoring the selected contractor's performance. A well-written Scope of Work is the foundation for success of the RFP process and contract performance. The SOW should be clear, concise, and complete. Many problems with poor contractor performance can stem from the fact that the Scope of Work did not properly identify the entire contractor requirements and responsibilities. Confusing language can lead to misinterpretation and misleading statements, which can only result in contractual disputes and protests.*

## 5.0 Qualifications

*Write qualifications as needed. The following are examples of items that you may wish to have addressed in the prospective contractor's technical proposal.*

- (5.1) *Include in this section information indicating the Offerors's qualifications for placing staff on this contract, including background information on the firm and a description of its recruiting methodology. Clearly indicate that the Offeror has specialized experience in the support of \_\_\_\_.*
- (5.2) The proposal must contain any documents and other information the offeror deems necessary to fully demonstrate its qualifications and allow the Department to evaluate the offeror's ability to provide the \_\_\_\_\_ service.
- (5.3) The Offeror must provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Offeror or any of its officers, directors, employees, agents or subcontractors of which the vendor has knowledge, or a statement that there is none. The Agency reserves the right to reject a proposal based on this information.
- (5.4) The Offeror must have demonstrated competency in performing services defined in the Scope of Work, Section \_\_\_\_, of this RFP. Specifically, the Offeror must demonstrate a successful history of providing similar services.
- (5.5) The Offeror must describe all project experience in North Carolina or other states with similar program operations. Offeror must provide the name, address, and telephone number for each project in the last \_\_\_\_ years. Subcontractors must also supply this information.
- (5.6) In the event the Contractor desires to subcontract any part of the contracted services to another firm after award of the Contract, an amendment must be executed prior to such arrangements. Only the subcontractors specified in the Offeror's Technical Proposal are to be considered approved upon award of the Contract. The Contractor shall require all subcontractors to comply with all provisions herein. Notwithstanding, the Contractor shall be held liable for compliance with all duties and functions required by the Contract, whether performed by the Contractor or a subcontractor.

## 6.0 Reporting Requirements: (need to modify according to service being requested)

- (6.1) Introduction: The Offeror awarded this contract will be required to comply with the following provisions:
- (6.2) Monthly Reports: (What reports do you want. Fill in your requirements)
- (6.3) Invoices ( The invoice should be sent monthly and include the following\_\_\_\_)(Fill in your requirements)

Contractor shall bill the Division on a monthly basis for reimbursement of expenditures incurred in the provision of services under this contract. Such billings shall be on a line item basis, not to exceed the approved budget.

The Division shall reimburse Contractor within 30 days after receipt of each properly submitted invoice as approved by the Contract Administrator for the Division.

- (6.4) Other Reporting Requirements (Fill in any other reports that will be required of the offeror if awarded the contract)

7. Personnel, Facilities, and Records

- (7.1) Personnel and facilities (fit to your need)  
The successful offeror must furnish all necessary personnel, materials, services, facilities and travel and otherwise perform all activities and actions necessary or incidental to the accomplishment of the tasks specified in the RFP and/or contract. The vendor is required to establish an office near \_\_\_\_\_ or in \_\_\_\_\_ county.

8. Evaluation Criteria (customize to your requirements)

- 8.1 Selection Process (explain to the offerors how it will be done)  
8.2 Determination of Successful Proposal Based on the Combination of Technical Proposal and Cost Proposal (if applicable) (2 step vs. 1 step)

8.1 Inform the offerors on how the RFP responses will be reviewed for content.  
Let them know the criteria that have been established to be used in the evaluation.  
Let them know if certain things will be weighted more than others will.  
Let them know how references will be used and information obtained from vendors they have done work for.  
How important is cost vs. the technical proposal.  
Include anything else they will be evaluated on that will be in their responses and let them know the weight or importance of each requirement.

- 8.3 Explain how the offerors will be reviewed and the contractor will be chosen.  
8.4 Decide if one-step RFP or two-step. Define below:

**ONE-STEP:**

1. 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.
2. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
3. 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.

4. 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.

5. 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**

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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.

6. 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.

**TWO-STEP:**

1. Proposals in one original and **(at least two)** copies will be received from each offeror in two separate sealed packages - the Technical Proposal and the Cost Proposal. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. **NOTE:** No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. If any cost information is included in the technical proposal and/or if any technical information is included in the cost proposal, the offeror's entire proposal shall be rejected.

2. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

3. At that date and time the package containing the proposals from each responding firm will be publicly opened and the name of each offeror announced publicly. A notation will also be made whether a separate sealed cost proposal has been received. Cost proposals will be placed in safekeeping until opened at a later date.

4. Technical proposals will be evaluated first.

5. Upon completion of the technical evaluation, the cost proposals of those firms whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each firm will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.

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**

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Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was most advantageous to the State.

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.

## 9. Cost Proposal

### 9.1 Cost

9.1 Design a cost sheet that each vendor can fill out when submitting his or her proposal. That way all vendors will be submitting the same cost information. Break down the cost the way you are planning to evaluate it. Refer to section 8.

## 10. Special Conditions and Requirements

### 10.1 Proposal Prices

### 10.2 Binding Contract/Modification or Withdrawal of Proposals

### 10.3 Precontract costs

### 10.4 Independent Price Determination

### 10.5 Disclaimer

### 10.6 Liquidated Damages for Non-Compliance of the Contract

### 10.7 Performance Monitoring

### 10.8 Requesting Additional Information

(10.1) Prices included in the proposal must be firm.

(10.2) A proposal accepted in response to the RFP shall be binding for a period of ninety (or 60) days from the initial submission of service date.

(10.3) The department is not liable for any costs or other obligations incurred by offerors prior to issuance of a legally binding contract.

(10.4) By submission of a proposal the offeror certifies the following:

- a. Prices in the proposal were developed independently, without consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any vendor or with any competitor:
- b. Unless otherwise required by law, prices that were not knowingly disclosed by the offeror, and will not knowingly be disclosed by the offeror prior to the award, directly or indirectly, to any vendor or to any competitor: and
- c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

(10.5) Disclaimer

All statistical and fiscal information contained in this RFP and its appendices, including amendments and modifications thereto, reflect the best and most accurate information available to the department at the time of the RFP preparation and issuance.

(10.6) Liquidated Damages for Non-Compliance of the Contract  
(If needed for this type procurement)

(10.7) Performance Monitoring  
(Enter if needed)

(10.8) Requesting Additional Information

The Department reserves the right to request additional data, information, oral discussion, or presentation to support any written proposal or to clarify any aspect of any proposal.

## 11. General Information on Submitting Proposals

In soliciting proposals for this contract, DHHS requests a comprehensive proposal in accordance with the format and guidelines specified herein. Prospective Offerors should note that any deviation from those guidelines might be considered grounds of disqualification on the basis of non-responsiveness. The proposal is due, as indicated on the cover of this RFP, with \_\_\_\_\_ copies of the Technical and Cost Proposal, plus one signed original. The proposals must be mailed or hand delivered to the issuing agency address listed on the front of this RFP. Use any or all of the following clauses--or additional ones, as needed.

### (11.1) Competitive Offer

Pursuant to the provisions of G.S. 143-54 and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively nor otherwise in violation of Federal or North Carolina antitrust laws.

### (11.2) 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 the awarding of the contract.

### (11.3) 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.

### (11.4) 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 Proposal or on any contract that may be awarded resulting from this solicitation. The Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

### (11.5) Participation by Women, Minorities, and Small Businesses

Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 150, the State invites and encourages participation in this procurement by small businesses and businesses owned by minorities, women and disabled, including utilization as subcontractors to perform functions under the RFP.

### (11.6) Oral Explanations:

The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after the award.

### (11.7) Time for Acceptance:

Each proposal shall state that it is a firm offer, which may be accepted within a period of 90 (look at 10.2) days. Although the contract is expected to be awarded prior to that time, the 90-day period is requested to allow unforeseen delays.

(11.8) Titles:

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

(11.9) Confidential 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 bold face at the top and bottom as "Confidential." Any section of the proposal that is to remain confidential shall also be so marked in bold face on the top of 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 governed by North Carolina law.

(11.10) 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.

(11.11) Right to Submitted Material:

All responses, inquires, 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.

(11.12) 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.

(11.13) 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.

(11.14) Protest Procedures

a. (For RFP's that have a value of \$25,000 or less)

A party wanting to protest a contract awarded pursuant to this solicitation must submit a written request to the Assistant Secretary of Budget, Management, and Planning, 101 Blair Drive, Raleigh, NC 27603. This request must be received by the Department of Health and Human Services 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. If the letter does not contain this information, or if the executive officer determines that a meeting would serve no purpose, then he may, within 10 consecutive calendar days from the date of receipt of the letter, respond in writing to the offeror and refuse the protest meeting request. If the protest meeting is granted, the executive officer shall attempt to schedule the meeting within 30 consecutive calendar days after receipt of the letter, or as soon as possible thereafter. Within 10 consecutive calendar

days from the date of protest meeting, the executive officer shall respond to the offeror in writing with his decision. The protesting party may appeal this decision to the Office of Administrative Hearing following the procedures in G.S. 1508-23. 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 DHHS Purchasing office at 733-2105 to obtain a verbal status of contract award or read the award notice on the Internet at address <http://www.state.nc.us/PandC/>. 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.

b. Protest Procedures for Non IT Services (for RFPs over \$25,000.00)

A party wanting to protest a contract awarded pursuant to this solicitation must submit a written request to the State Purchasing Officer, Division of Purchase and Contract, 116 West Jones Street, P. O. Box 29582, Raleigh, NC 27626-0582. 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 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 the solicitation. Offerors may call 919/733-2105 in DHHS to obtain verbal status of contract award(s). 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.

c. Protest Procedures for IT Related Services (for RFP's over \$25,000)

**A party wanting to protest a contract awarded pursuant to this solicitation must submit a written request to the ITS Chief Purchasing Officer, ITS Statewide Procurement Office, 3700 Wake Forest Rd., Raleigh, NC 27609-6868. This request must be received in the Division of Purchase and Contract within fifteen (15) 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 the solicitation. Offerors may call 919-733-2105 in DHHS to obtain verbal status of contract award(s). All protests will be handled pursuant to the North Carolina Administrative Code, Title 4, Chapter 21A, Purchase and Contract, Section 1009.**

12.0 The Procurement Process

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

- (12.1) Request for Proposals (RFP) is issued to prospective contractors.
- (12.2) A deadline for written questions is set. (See page 1 of this RFP for details.)
- (12.3) Each proposal will include one-original and \_\_\_\_ copies and 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.**

- (12.4) All proposals must be received by the issuing agency not later than the date and time specified on Page 1 of this RFP.
- (12.5) 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 (unless two step process is used. If two steps used cost will not be opened at this time). 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 position.
- (12.6) 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 clarifications; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
- (12.7) Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost.

**NOTE: Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the State.**

- (12.8) 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 to the State.

### 13.0 Execution Of Proposal

#### 13.1 Execution of Proposal Page:

- (13.1) This page is submitted with bidder's cost proposal and provides information that acknowledges that bidders have completed all the necessary forms and have read and agreed to the General Contract Terms and Conditions. The following page is a sample form that can be used in the RFP.

**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.

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 \_\_\_\_\_ (agency fill in) 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: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)

\*\*\*\*\*  
\*\*\*\*\*

**ACCEPTANCE OF PROPOSAL**

(Using Agency Name)

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR COST PROPOSAL.

Unsigned proposals will not be considered.

#### 14.0 North Carolina General Terms and Conditions

Include in RFP. By offeror signing proposal, they are agreeing to the State Terms and Conditions.

##### **NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina , where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the 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 performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

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

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. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
  - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **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.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
  - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
  - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.

- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.
18. **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.

19. **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.
20. **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.

2/9/99