



STATE OF NORTH CAROLINA

Department of Revenue

Request for Quote #: 45-RQ66510

Identity Theft and Credit Monitoring Services

Date of Issue: March 12, 2024

Bid Opening Date: March 26, 2024

At 2:00 PM ET

Direct all inquiries concerning this RFQ to:

Latina Shelley

Contracts Specialist

Email: DORProcurement@ncdor.gov

Phone: 252-518-1874



STATE OF NORTH

CAROLINA

Request for Quote #

45-RQ66510

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Department of Revenue	
Refer <u>ALL</u> Inquiries regarding this RFQ to: Latina Shelley <u>DORProcurement@ncdor.gov</u> 252-518-1874	Request for Quote #: 45-RQ66510 Bids will be publicly opened: March 26, 2024 @ 2:00 PM EST
Using Agency: Department of Revenue Requisition No.: RQ66510	Commodity No. and Description: 841416 – Personal Credit Agencies

EXECUTION

In compliance with this Request for Quote (RFQ), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFQ, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: 45-RQ66510

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this RFQ, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____, as indicated on

The attached certification, by _____.

(Authorized Representative of Department of Revenue)

Financial Approval: _____

Chief Financial Officer, or designee

Contents

- 1.0 PURPOSE AND BACKGROUND 5
 - 1.1 CONTRACT TERM 5
- 2.0 GENERAL INFORMATION 5
 - 2.1 REQUEST FOR QUOTE DOCUMENT 5
 - 2.2 E-PROCUREMENT FEE 5
 - 2.3 NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS 5
 - 2.4 RFQ SCHEDULE 6
 - 2.5 BID QUESTIONS 6
 - 2.6 BID SUBMITTAL 6
 - 2.7 BID CONTENTS 7
 - 2.8 ALTERNATE BIDS 7
 - 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS 7
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS 8
 - 3.1 METHOD OF AWARD 8
 - 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION 8
 - 3.3 PERFORMANCE OUTSIDE THE UNITED STATES 8
 - 3.4 INTERPRETATION OF TERMS AND PHRASES 9
- 4.0 REQUIREMENTS 9
 - 4.1 PRICING 9
 - 4.2 INVOICES 9
 - 4.3 FINANCIAL STABILITY 9
 - 4.4 HUB PARTICIPATION 9
 - 4.5 PERSONNEL 9
 - 4.6 VENDOR’S PROCESS FLOW 10
 - 4.7 VENDOR CREDIT MONITORING SUPPLEMENTAL QUESTIONS 10
 - 4.8 VENDOR’S REPRESENTATIONS 10
- 5.0 SPECIFICATIONS AND SCOPE OF WORK 10
 - 5.1 SPECIFICATIONS 11
 - 5.2 VENDOR RESPONSIBILITIES 11
 - 5.3 NCDOR RESPONSIBILITIES 11
 - 5.4 DEVIATIONS 12

6.0 CONTRACT ADMINISTRATION 12

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE 12

6.2 CONTINUOUS IMPROVEMENT 12

6.3 PERIODIC STATUS REPORTS 12

6.4 ACCEPTANCE OF WORK 13

6.5 DISPUTE RESOLUTION..... 13

6.6 CONTRACT CHANGES 13

7.0 ATTACHMENTS 14

ATTACHMENT A: PRICING FORM 14

ATTACHMENT B: INSTRUCTIONS TO VENDORS..... 15

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS 15

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION..... 15

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR 15

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION 15

1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Revenue (NCDOR) is responsible for administering State tax laws enacted by the North Carolina General Assembly. NCDOR administers twenty-five tax types and handles over 3+ million taxpayer interactions each year. To facilitate tax administration, NCDOR becomes the custodian of sensitive data. NCDOR seeks to procure identity theft and credit monitoring services (“Services”) for use as part of the agency’s security incident management program.

The intent of this solicitation is to award an Agency Specific Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Bids shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

This RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If Vendors have questions or issues regarding any component of this RFQ, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFQ addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFQ Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and

incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

2.4 RFQ SCHEDULE

The table below shows the *intended* schedule for this RFQ. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFQ	State	March 12, 2024
Submit Bids	Vendor	March 26, 2024 @ 2:00 PM EST
Contract Award	State	About April 1, 2024

2.5 BID QUESTIONS

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFQ SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to DORProcurement@ncdor.gov by the date and time specified above. Vendors should enter “RFQ #45-RQ66510: Identity Theft and Credit Monitoring Questions” as the subject for the email. Question submittals should include a reference to the applicable RFQ section and be submitted in the format shown below:

Reference	Vendor Question
RFQ Section, Page Number	Vendor question ...?

No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFQ and an addendum to this RFQ.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late quotes, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its quote has been received as described in this RFQ by the specified time and date of opening. Failure to submit a quote in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s quotes(s).

Vendor’s quotes for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless

all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

If confidential and proprietary information is included in the quote, also submit one (1) signed, REDACTED copy of the quote. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the quote with its quote submission, the Department may release an unredacted version if a record request is received.

2.7 BID CONTENTS

Vendors shall populate all attachments of this RFQ that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s bid, in the State’s sole discretion.

Vendor RFQ responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must include all of the following: (i) a statement that confirms that the Vendor has read the RFQ in its entirety, including all links, and all Addenda released in conjunction with the RFQ; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFQ.
- c) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- d) Vendor Response – Section 4.6 and 4.7
- e) Completed version of ATTACHMENT A: PRICING
- f) ATTACHMENT B: VENDOR INSTRUCTIONS
- g) ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS
- h) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE BIDS

Unless provided otherwise in this RFQ, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the RFQ requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: “Alternate Bid #45-RQ66510 [for ‘name of Vendor’]”. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFQ are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this RFQ is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this RFQ in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFQ is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 28 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this RFQ, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFQ or inquiries directed to the purchaser named in this RFQ regarding requirements of the RFQ (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.4 INTERPRETATION OF TERMS AND PHRASES

This RFQ serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFQ. Except as specifically stated in the RFQ, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFQ. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s response.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency via email to DORProcurement@ncdor.gov. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, NC Contract Number, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFQ will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional

manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.6 VENDOR’S PROCESS FLOW

Vendor must include a description explaining the end-to-end process of the offered identify theft and credit monitoring services. This description must include all process steps that would be required of the Vendor as well as the NCDOR. Vendor must also include in its description the specific information it will require from NCDOR to initiate Services for the individual(s) who require identify theft and credit monitoring (“Subscriber”). Vendor must also specify the information it will request from the Subscriber.

4.7 VENDOR CREDIT MONITORING SUPPLEMENTAL QUESTIONS

- 4.7.1 What security baseline(s) are in place for the Services? Are these baselines standards in place end-to-end for the entire data flow in transit and at rest?
- 4.7.2 Is Subscriber’s data persistent in the credit monitoring system or is it purged?
- 4.7.3 Please outline the process at a high level for purged data (if applicable)?
- 4.7.4 Please provide the length of time data persists in the proposed solution.
- 4.7.5 Please validate that Subscriber data will not be used for any other purpose than for identify theft and credit monitoring services.
- 4.7.6 Please validate that the Subscriber data will not be sold or solicited for any reason.

4.8 VENDOR’S REPRESENTATIONS

If Vendor’s bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

5.0 SPECIFICATIONS AND SCOPE OF WORK

NCDOR seeks identity theft and credit monitoring services from a provider that can provide single use and scalable Services. All Vendor responses must include the end-to-end process for the identify theft and credit monitoring services. The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

5.1 SPECIFICATIONS

Vendor Services must:

- 5.1.1 Provide the following for NCDOR as the purchaser of the Services:
 - 5.1.1.1 Options for single use and scalable Services (for security incidents that involve more than one Subscriber)
 - 5.1.1.2 Pay-per-use services. NCDOR will only be charged if the Subscriber opts in to Services.
 - 5.1.1.3 Self-service with security controls in place to verify the identity of the Subscriber.
- 5.1.2 Provide the following to Subscribers for a period of 12 months (beginning on the date of registration) who opt in to Services:
 - 5.1.2.1 Tri-Bureau Credit Monitoring (Experian, Equifax, and Transunion)
 - 5.1.2.2 Dark Web CyberScan Monitoring
 - 5.1.2.3 One-Million dollars (\$1M) Identity Theft Insurance
 - 5.1.2.4 Fully Managed, U.S. Based Identity Recovery
 - 5.1.2.5 SocialSentry Social Media Privacy and Fraud Protection
 - 5.1.2.6 Credit Lock by Transunion
 - 5.1.2.7 VantageScore 3.0 Credit Score
 - 5.1.2.8 Instant Inquiry Alerts

5.2 VENDOR RESPONSIBILITIES

- 5.2.1 Provide Subscriber Services enrollment codes to the NCDOR Contract Owner or designee. Each enrollment code will expire after twelve (12) months. Any enrollment code that is registered will continue for the 12-month period regardless of expiration or termination of this Contract.
- 5.2.2 Provide NCDOR Contract Owner or designee access to registration database to upload Subscriber name and assigned enrollment code.
- 5.2.3 Provide electronic notification to NCDOR Contract Owner or designee once a Subscriber has registered for Services.
- 5.2.4 Send registered Subscriber notification of expiration of Services at least 30 days prior to Services ending. If Vendor offers Subscriber options for continued Services, Vendor must disclose to Subscriber that Subscriber is responsible for the cost of continued Services.
- 5.2.5 Provide customer service support to Subscribers wishing to register for Services throughout the registered service term.
- 5.2.6 Provide customer service support to NCDOR Contract Owner or designee throughout contract term.

5.3 NCDOR RESPONSIBILITIES

- 5.3.1 NCDOR Contract Owner or designee will provide written notification of the security incident to the Subscriber.
- 5.3.2 NCDOR Contract Owner or designee will assign an enrollment code(s) to Subscriber(s).
- 5.3.3 NCDOR Contract Owner or designee will provide enrollment code(s) to Subscriber(s) in written.
- 5.3.4 NCDOR Contract Owner or designee will receive notification of registration of Subscriber from Vendor Contract Manager.
- 5.3.5 NCDOR Contract Owner or designee will make any additional security incident notification(s) as required by its policies or by law.

5.4 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

VENDOR Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

NCDOR Contract Owner	
Name:	Chasity Schwartz
Phone #:	919-634-0175
Email:	Chasity.Schwartz@ncdor.gov

NCDOR Contract Administrator	
Name:	Latina Shelley
Phone #:	252-518-1874
Email:	Latina.Shelley@ncdor.gov

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.3 PERIODIC STATUS REPORTS

The Vendor shall be required to provide quarterly reports indicating how many Subscribers have opted to use the Services. This report shall be sent electronically to the NCDOR Contract Owner.

6.4 ACCEPTANCE OF WORK

Performance of the work shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services is approved as acceptable by the NCDOR Contract Owner.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
 FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING FORM

Complete and return the Pricing associated with this RFQ, which can be found at the following table below:

FURNISH AND DELIVER

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST (monthly)
1	12	EA	Identity Theft and Credit Monitoring Services per Section 5.0 - per registrant for 12 months of monitoring services. (Invoiced as subscriber completes registration)	

Optional payment term - 12 months of monitoring services paid in one payment: _____

Optional Purchase (May or may not be purchased by State)

ITEM #	QTY	UNIT	DESCRIPTION	COST
1	10	Lot	Credit Monitoring Services per Section 5.0 – one time purchase of 10 codes	

Optional Purchase (May or may not be purchased by State)

ITEM #	QTY	UNIT	DESCRIPTION	COST
1	20	Lot	Credit Monitoring Services per Section 5.0 – one time purchase of 20 codes	

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, are in the sourcing event.

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, are in the sourcing event.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found in the sourcing event.

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found in the sourcing event.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found in the sourcing event.

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****