

STATE OF NORTH CAROLINA

North Carolina A&T State University

Request for Proposal #: 59-P2181

Executive Search Firm - Chancellor

Date of Issue: 10.16.2023

Proposal Opening Date: 10.30.2023

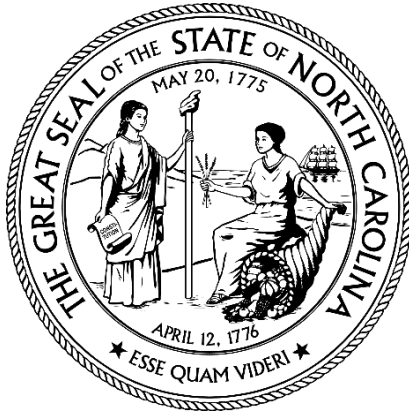
At 3:00 p.m. ET

Direct all inquiries concerning this RFP to:

Martinique “Nikki” Williams

Director for Procurement Services

Email: mcwilli2@ncat.edu



STATE OF NORTH CAROLINA

Request for Proposal

59-P2181

For internal State agency processing, including tabulation of proposals, 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 proposal.
Failure to do so may subject your proposal 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 through the Bonfire Portal.

STATE OF NORTH CAROLINA	
Refer <u>ALL</u> Inquiries regarding this RFP to: Martinique "Nikki" Williams mcwilli2@ncat.edu	Request for Proposal #: 59-P2181 Proposals will be publicly opened: October 30, 2023 at 3:00 p.m. ET Commodity No. and Description: 800000000- Management and Business Professionals and Administrative Services

EXECUTION

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal 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 proposal, 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 RFP, 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 RFP, 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 proposal, 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 proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals 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:

Proposal Number: #59-P2181

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: **120 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 RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, 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 _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of North Carolina A&T State University)

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1.0 PURPOSE AND BACKGROUND

PURPOSE

North Carolina Agricultural and Technical State University (“University or “N.C. A&T”), an institution of higher learning located in Greensboro, North Carolina. The University is one of sixteen institutions that make up The University of North Carolina System. We are accepting proposals from executive search firms to serve as a consultant to provide assistance in the search, recruitment, selection and hiring for the position of Chancellor. Consultants should have in depth experience in executive placement services in higher education, with preference for that have significant work with high-research activity, and land-grant university. The objective is to find and select an individual with the qualifications, skills and emotional intelligence to provide vision and strategic direction of the university over the next several years. The goal is to name the new chancellor in May 2024. The awarded consulting firm shall work with a committee of various stakeholder

The information provided is intended to assist firms/individuals to respond completely to this Request for Proposal. It is not intended to limit a proposal’s content or to exclude any relevant or essential data. Firms/individuals are expected to include information that will substantiate their quality and service capabilities.

As a result, the firm or individual must possess the following attributes at a minimum:

- Evidence of conducting at least five (5) successful searches of a similar nature in the last five (5) years, and must have been in the search field for at least the last five (5) years.
- Have available and capable staff to complete the search.
- Demonstrated track record of client success as evidenced through references, with at least one (1) being in higher education, with an enrollment of at least 13,000 FTE students that you have completed similar executive level searches.

BACKGROUND

North Carolina A&T State University is the largest historically black university in the country, the #1 producer of degrees awarded to African Americans in North Carolina and nationally recognized for excellence in science, technology, mathematics and engineering (STEM) education. In addition, the University produces more African American engineers and agricultural scientists than any university in the nation and are home to the top public HBCU business school in the country.

To learn more about North Carolina A&T State University, including the strategic goals through 2030, you are encouraged to visit <https://www.ncat.edu/about/index.php>.

1.1 CONTRACT TERM

The Contract shall have an initial term of eighteen (18) months, beginning on the date of final Contract execution (the “Effective Date”). The Vendor shall begin work under the Contract within ten (10) business days of 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 one (1) additional term. The University will give the Vendor written notice of its intent to exercise each option no later than ten (10) 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.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP 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 RFP 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 RFP 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 RFP. If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL 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 RFP 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 proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal 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 RFP 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 through negotiation 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 proposal as nonresponsive.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	Monday, October 16, 2023
Vendor Questions Due	Vendor	Friday, October 20, 2023 at 12:00 p.m. ET
Responses to Questions	State	Monday, October 23, 2023 at 5:00 p.m. ET
Submit Proposals	Vendor	Monday, October 30, 2023 at 3:00 p.m. ET
Contract Award	State	December 2023

2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to mcwilli2@ncat.edu by the date and time specified above. Vendors should enter **“Solicitation #59-P2181- Executive Search Questions”** as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov/>, and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely

only on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL - BONFIRE

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed quote physically in Bonfire by the specified time and date of opening. This is an absolute requirement. Bonfire will not allow the response to be submitted after the specified date and time.

All proposal responses shall be submitted electronically at Bonfire using the link below

WE WILL NOT ACCEPT PAPER RESPONSES.

<https://ncat.bonfirehub.com/portal/?tab=openOpportunities>

For Technical Information Contact: Bonfire Support by 1-800-354-8010 Ext. 2 Support by phone and email is available Monday – Friday from 8:00 AM – 8:00 PM ET.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State’s IPS website for any Addenda that may be posted regarding this solicitation.

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 proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP 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 proposal, in the State’s sole discretion.

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

- a) **Cover Letter**, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, 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) **Title Page:** Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all **EXECUTION PAGES**, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor’s Proposal addressing all Specifications of this RFP.
- f) Completed version of **ATTACHMENT A: PRICING.**
- g) Completed version of **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**
- h) Completed version of **ATTACHMENT E: CUSTOMER REFERENCE FORM** as requested in Section 5.2
- i) Completed version of **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

- j) Completed and signed version of **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**
- k) Complete and submit as **ATTACHMENT H: ORGANIZATION INFORMATION** requested in Section 5.2.
- l) Complete and submit as **ATTACHMENT I: QUALIFICATIONS** as requested in Section 5.3.
- m) Complete and submit as **ATTACHMENT J: PROPOSED METHODOLOGY** as requested in Section 5.4.
- n) Completed version of **ATTACHMENT K: CONFLICT OF INTEREST AND NON-DISCLOSURE/CONFIDENTIALITY FORM**

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP 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 PROPOSAL 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 qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

1. Expertise, experience, and qualifications of the Consultant's personnel that may provide services relevant to the RFP; Expertise, experience, and qualifications of any special consultants proposed.
2. Experience with higher education clients to include executive searches and realistic understanding of current needs and trends in higher education facilities, emphasizing universities/colleges similar to North Carolina A&T State University.
3. Expertise, experience, and results of the Consultant in providing services on other term contracts or on other projects of similar size, scope, and features as those identified in this RFP.
4. Overall suitability to provide the services outlined in the RFP within the scope of work timeline, and operational constraints that may be present and the comments and/or recommendations of the Consultant's previous clients and references.
5. Provide a fee and expense proposal for the cost of the service. Actual fees and expenses may be negotiated but may not exceed the amount specified in your proposal.
6. Interview/Presentations- The top finalist(s) may be requested to make a webinar or in-person presentation. If notified, the firm/individual must be prepared to present within five business days from the date of email notification. Specific instructions regarding the presentation will be included in the notification

While the intent of this RFP 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 RFP 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 proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP 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 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, 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 proposal 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 RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

1. Proposals will be received according to the method stated in the Proposal Submittal Section above.
2. All proposals must be received by the University not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.
3. At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. Vendors may attend the publicly opening via Zoom at the following

<p>Join Zoom Meeting</p> <p>https://ncat.zoom.us/j/94027633951?pwd=cGplUTN6emRaZ0J1WU12aU5ITGdnUT09&from=addon</p> <p>Meeting ID: 940 2763 3951</p> <p>Passcode: 855105</p> <p>One tap mobile</p> <p>+16469313860, ,94027633951# US</p> <p>+13017158592,94027633951# US (Washington DC)</p> <p>Meeting ID: 940 2763 3951</p>

4. BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.
5. A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.
6. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of

offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. 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 a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

- 7. Proposals shall be reviewed to ensure vendor submitted and addressed all information as requested in the RFP sections, any conflict of interest, any exceptions with North Carolina General Terms and Conditions and the University Contract (Reference ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS and ATTACHMENT M: UNIVERSITY CONTRACT DRAFT Proposals that are reviewed and fail will not move to Phase 1 of the process.
- 8. **Phase 1: Response Evaluations** – A committee of representatives from the University and the University of North Carolina System Office shall evaluate vendor responses. This shall include cost and reference information.

based on the information presented by the vendor. The method of evaluation shall be based on narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

- 1. Vendor Background including References
- 2. Vendor Qualifications
- 3. Vendor Methodology
- 4. Pricing

- 9. **Phase 2: Bidder Interviews/Presentations** – The committee shall invite and conduct interviews/presentations with vendors. These interviews may be in person or virtual. Vendors invited will be contacted with information. The vendor must be available to interview/present within five business days from notification from the University. From this Phase, the Committee shall submit a recommendation of a vendor(s) for award. A recommendation is made after any additional RFP requirements are met (e.g., state approval (if required)).
- 10. **Phase 3: Contract Completion** – This phase may include additional negotiation (if required).
- 11. Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State’s eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.
- 12. The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State

3.4 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 RFP, 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

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP 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 proposals 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 RFP. Except as specifically stated in the RFP, 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 proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. 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 proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute detailed, all inclusive, not to exceed price for proposed services including the proposed number of hours and proposed staffing. The price shall be 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 proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the University. 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, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

The University shall issue a purchase order number to the vendor. The purchase order number must be referenced on any invoice(s) related to services provided under a contract.

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 RFP 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 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

4.6.1 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.

- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

4.6.2 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License. A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- c) Background checks consisting of:
 1. Original unaltered criminal background check from the organization providing the background check.
 2. The background check provider’s company name, company mailing address, and contact phone numbers.
 3. The full name of the individual, which matches the government issued photo ID.
 4. The current address of individual being checked.
 5. The date the criminal background check search was conducted.

4.6.3 VENDOR BACKGROUND CHECK AGREEMENT

If required, Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES NO

4.7 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 proposal 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.

4.8 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal 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.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

5.0 SCOPE OF WORK

5.1 GENERAL

The goal is to have a chancellor named on or before May of 2024. To advance this search, we are seeking an executive search firm to perform the following services:

- Contact sources and prospects to encourage interest in the position and identify individuals who meet the position specifications and who will uphold and execute N.C. A&T’s mission, values, and culture. The Contractor shall report the progress of this process to N.C. A&T’s search advisory committee by the agreed upon timeline.
- Identify and present a strong and diverse candidate pool for the position of Chancellor of the North Carolina A&T University
- Support development of a position profile/leadership statement
- Provide guidance and implementation support to gather and analyze stakeholder input from faculty, staff, students, alumni and community members. Consult and facilitate stakeholder input process.
- Provide support to the committee in managing the candidate interview process including candidate evaluations tools, scheduling logistics, etc.; and coordinate interviews and travel as appropriate.
- Host and manage listening sessions with various campus constituencies (in-person, virtual, or both) with various campus constituent groups to inform creation of the leadership profile and prospectus and/or to solicit feedback on the search process (if requested).
- Conduct reference and background checks on the final candidates, including telephone reference checks and requesting and receiving written letters of reference.
- Make presentations to university parties of interest as appropriate or assist with communication.
- Research: Prospectus, leadership profile, ad copy and placement of ads - The Contractor will assist in the development of a position prospectus and use its resources to identify relevant higher education and industry sources where a highly

qualified, diverse applications for the position. The copy of the advertisements must be approved in advance by N.C. A&T.

- Present the names and information about the most promising prospects to N.C. A&T for review by the agreed upon timeline. N.C. A&T and the Contractor will mutually agree on the number of prospects N.C. A&T will review. That number shall not be less than five (4) unless specifically approved by N.C. A&T.
- Interview the selected prospects and evaluate each prospect's management ability, technical competency, fit with N.C. A&T's values and culture, and other desired leadership characteristics. The Contractor will report the results of each interview to N.C. A&T by the agreed upon timeline.
- Schedule with the search advisory committee offsite interviews with selected prospects. After these interviews are completed, the finalists, not to be less than three (3) in number unless specifically allowed by N.C. A&T will be selected by the search advisory committee and invited to interviews with the committee. Prior to any such interviews, the Contractor will brief the search committee about each candidate. The Contractor will also make each candidate fully aware of the requirements of the position if requested by the search committee.
- The Contractor will, and the Search Committee may, contact individuals who can provide insights about the finalists' qualifications. The collective comments made by these references will be reviewed with N.C. A&T. A background investigation will be conducted to include, but not limited to, academic degree verification, employment record, driving record, credit record, criminal record, and civil suits record.

Scope of Work – Tentative Timeline – These dates may change due to unforeseen events and/or schedules

Requirement	Timeline
Initial Meeting with Search Committee	December 2023/January 2024
Research: Preparation of position prospectus, ad copy and placement of ads	January 2024
Prospect Identification	January 2024 - ongoing
Presentation of Prospects	Early March 2024
Prospect Interviews and Evaluation: 1. Search Committee Review of semi-finalists	March 2024
Prospect Interviews and Evaluation: 2. Contractor interview of semi-finalists	March / April 2024
Prospect Interviews and Evaluation: 3. Search committee review of finalists and prepares recommendation for N.C. A&T Board action	April 2024
Prospect Interviews and Evaluation: N.C. A&T Board interview of finalists	April 2024
Finalist Selection	May 2024

5.2 ORGANIZATION INFORMATION

In this Section, the vendor shall discuss or provide the information requested herein. This information shall be provided as a part of **ATTACHMENT H: ORGANIZATION INFORMATION**.

- a. Brief overview of your organization, including general information, size, principal location, years in business, number, and qualities which differentiate your company from your competitors.

- b. A brief description of the general capabilities of your firm. You should provide information including: a suggested timetable, your firm’s targeted search strategy, information about your firm’s website for review of candidate materials, and your plan to identify and source candidates including nontraditional candidates.
- c. Provide an organization chart and Bios for each staff member, lead and/or team lead responsible for the success of the engagement that will complete the search.
- d. Specify the location of the individuals or team that will provide the services.
- e. We require a commitment that the lead consultant will actively manage and participate in this search. Please provide a list of current senior executive searches in which the lead consultant is involved.

5.3 QUALIFICATIONS

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in Section 5.1 of this RFP. A description of each task and deliverable. Provide this information **ATTACHMENT I: QUALIFICATIONS**

- a. Provide a listing related searches over the last (5) years in which your firm has participated, with references provided for at least three searches. We would like at least one of these references to be for a closely related search preferably within higher education and/or in North Carolina. Please describe your experience with searches for chancellors/ presidents? What senior level searches have you recently led in North Carolina and our region?
- b. Provide an overview of the anticipated challenges in an academic search of this level and how your team plan to overcome them.
- c. Please provide a list of any other current searches that could be seen as competing with the NC A&T chancellor search.
- d. Identify, if any, relevant entities where you have an “off-limits” or “hands off agreement” that would prevent your company from recruiting.
- e. A fee proposal covering all fees, expenses, and costs associated with providing your services, and the method for reimbursing out-of-pocket expenses and other costs. The fee proposal should include the manner in which your work will be documented and billed. We request that you quote a flat fee rather than a fee that is a percentage of first year’s salary.
- f. Discuss any warranty or guarantee of your services in the unlikely event of a failed search or in the event that the candidate does not remain in the position for a reasonable period or that the position is not filled (provision for failed search).

5.4 PROPOSED METHODOLOGY

- a. Provide a detailed workplan including timeline, milestones and tasks that you or your firm proposes to meet the goal to have a chancellor named on or before May of 2024. Include a proposed methodology to secure input (including from the University of North Carolina Board or Trustees, North Carolina A&T State University Board of Trustees and other university stakeholders) responsibilities for the university, and key decision points.
- b. Describe your strategy for implementing the University recruitment (including submission and name of various publications, both hard copy and electronic format, in which the position will be advertised), and how potential contacts through personal outreach is conducted to encourage applicants from diverse backgrounds to apply.
- c. You will be expected in conjunction with the search committee to screen/review resumes for background and qualifications followed by telephone or in-person (whichever is agreed to by the search committee) interviews to clarify each applicant’s experience and credentials and to prepare a written summary of candidates, for the position, with the most promising qualifications. You will be expected to provide periodic updates to the Board on the process. Please provide the interview format or what information will be assessed at each stage of screening/review process with your firm.
- d. Discuss the process you will use to identify the candidate(s)? What types of backgrounds will you target? Please be as specific as possible. Demonstrated leadership and strategic thinking to manage groups with different interests and viewpoints; and knowledge of how to manage complex compliance structures are of interest to the Board.
- e. What methodology do you use to screen candidates, including identification of potential conflicts of interest?
- f. What risk do you see in the search?
- g. What outcomes do you anticipate for this search?
- h. Pricing

- Describe the fees that will be charged for the Services. Please include the firm’s best price for the searches, if applicable, include the (1) percent of total first year’s cash compensation for professional fee, (2) professional fee or administrative fee, if any, and (3) maximum dollars to be paid if the firm has a cap on the total fee, if any.
- Advise if the firm is willing to accept 1/3 of the fee at start-up, 1/3 after initial pass of candidates are presented to the university and 1/3 after the finalist is selected.
- If employment for a hired candidate should be terminated within one year from the start date of the hired candidate, will your firm guarantee to conduct a new search for no further professional fee? Include restrictions to this guarantee, if any.
- Describe how the University will benefit from any cost savings by accepting the firm's proposal.

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.

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically *weekly* with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods 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 or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor’s work product shall be based on the following criteria:

1. Quality of applicants presented for review.
2. Adherence to timeline for project completion

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for

reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.4 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

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.

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7.0 ATTACHMENTS

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS THE ATTACHMENTS AS REQUIRED

ATTACHMENT A: PRICING

Complete the information below and return with this RFP as Attachment A in the Bonfire Portal

Fees

Description	Amount	Number of Hours
Search Fee	\$	
Administrative/Professional Fee	\$	
First year's compensation for placement	\$	
*Additional:	\$	

*Additional Fees must be explained and itemized in detail.

Total Proposed Contract Total \$ _____

Discount/Guarantees Cash Back:

*Description	Amount

*Specify any discount/guarantee if hired candidate should be terminated within one year from the start date of the hired candidate.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found in the link below. Vendors do not need to return Attachment B with the response.

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found in the link below. Vendors do not need to return Attachment C with the response.

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link, vendor shall return this as Attachment D in the Bonfire Portal.

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link as Attachment E in the Bonfire Portal.

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link as Attachment F in the Bonfire Portal.

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link as Attachment G in the Bonfire Portal.

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

ATTACHMENT H: ORGANIZATION INFORMATION

Vendor must include information requested in Section 5.2 as Attachment H in the Bonfire Portal.

ATTACHMENT I: QUALIFICATIONS

Vendor must include information requested in Section 5.3 as Attachment I in the Bonfire Portal.

ATTACHMENT J: PROPOSED METHODOLOGY

Vendor must include information requested in Section 5.4 as Attachment J in the Bonfire Portal.

ATTACHMENT K: CONFLICT OF INTEREST AND NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT FORM

Complete, sign, and return the Conflict of Interest and Non-Disclosure Form with the RFP response in the Bonfire Portal.

A. CONFLICT OF INTEREST DISCLOSURE

North Carolina A&T State University is requiring that any and all relationships with the university, its administrators, trustees, committee member(s), or any other employee of the University be disclosed in writing as a part of any proposal submitted. Contact in regards to this Proposal with any employee of North Carolina A&T State University during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the RFP process.

Define the relationship with any North Carolina A&T State University administrator, trustee, committee member(s), or their immediate family member; with which your company or any of its owners, officers, trustees, employees does business with, or for which there is an opportunity to influence a related college decision.

Name of Individual	Relationship with North Carolina A&T State University

Respondent certifies that there is no known conflict of interest with any North Carolina A&T State University, administrator, trustee, committee member(s) or employee of the University.

B. NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

“Confidential Information” shall include all information or material that has or could have commercial value or a similar utility in which the Party(ies) is/are engaged in the services in the executive search for a chancellor at North Carolina A&T State University (e.g., prospect names, current/previous employment, etc.). Information shall remain as confidential in effect until such information no longer qualifies or written notice is given releasing the vendor from this Agreement.

Vendor agrees to hold and maintain the “Confidential Information” in the strictest of confidence at all times and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a “need to know” basis.

The undersigned affirms that he/she is duly authorized to execute this agreement and that this company or individual understands the obligations.

Company Name: _____

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Date: _____

ATTACHMENT L: EXCEPTIONS

Vendor shall identify clearly and thoroughly any exception(s) to the North Carolina General Terms and Conditions and/or the North Carolina Master Service Agreement for consideration by the University. Vendor shall present any exceptions as ATTACHMENT L: EXCEPTIONS in Bonfire. **Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of any contact that may result from this RFP.**

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ATTACHMENT M: SAMPLE CONTRACT FORM Only

Vendors do not need to fill in this form.

1. PARTIES:

This Contract **[[Contract Number]]** is made by and between **[[Name (Primary Second Party)]]** (hereinafter referred to as “the Contractor”), having a principal place of business **[[Street Line 1 (Primary Second Party)]]** **[[City/Town (Primary Second Party)]]**, **[[State/Province (Primary Second Party)]]** **[[Postal Code (Primary Second Party)]]** **[[Country (Primary Second Party)]]**, and the Purchaser, NORTH CAROLINA A&T STATE UNIVERSITY through its **[[Department Name]]**, 1601 East Market Street, Greensboro, NC 27411 (hereinafter referred to as UNIVERSITY).

The following terms and conditions shall apply to this contract and if the terms of the contract and any subsequent riders conflict, the terms of this contract shall supersede and control the terms of the contract and any other riders to the contract, unless otherwise indicated.

The UNIVERSITY and the Contractor have agreed that the Contractor will perform certain services for the UNIVERSITY. UNIVERSITY and Contractor desire to put the terms of their agreement in writing, so in consideration of the mutual promises to each other, and any sums to be paid, the UNIVERSITY and the Contractor agree as follows:

2. CONTRACTOR’S RESPONSIBILITIES:

The Contractor will **[[Complete scope of work detailing of the vendor responsibilities and deliverables.]]**

3. UNIVERSITY’S RESPONSIBILITIES:

The UNIVERSITY agrees to utilize the Contractor for the duties described in Paragraph 2 and agrees to use its best efforts to **[[Detail responsibilities of the University]]**

4. CONTRACTOR:

Contractor warrants that Contractor is in the business of providing the services described in Paragraph 2 above, and is fully able to perform the work in accordance with the highest professional standards and that Contractor will perform the agreed assignments within such times and in the form agreed to herein. Therefore, (a) the Contractor is not entitled to participate in any benefits plans, arrangements, or distributions by the UNIVERSITY pertaining to or connected with any qualified pension plan or any other health or welfare plan with similar benefits for employees; (b) the Contractor is responsible for expenses related to any injury or malady occurring to him/her arising out of the performance of this Contract; (c) work proposed to be performed under this contract by the Contractor shall not be subcontracted without prior written approval of the UNIVERSITY; (d) Contractor will not be reimbursed for any incidental out of pocket expenses; and (e) Contractor will be responsible for any and all expenses incurred in performing duties listed in paragraph 2 (i.e. transportation, airfare, hotel and the like).

5. INDEMNIFICATION:

The Contractor agrees to indemnify and hold harmless UNIVERSITY, its trustees, employees, and agents against any liability rising from his/her performance of this Contract or from any breach of the Contract. Such indemnity shall include, but shall not be limited to, costs arising from any litigation.

There shall be no discrimination on the basis of race, national origin, religion, color, creed, sex, age, veteran status, disability, or sexual orientation in the selection of staff for participation in these services. Contractor agrees to comply with all non-discriminatory laws and policies, as they may be amended from time to time.

6. AUTHORITY:

Each party represents and warrants to the other party that it has full right and power to enter into this Contract. The Vice Chancellor for Business and Finance or his designee is not a party to this Contract but is the official of the UNIVERSITY authorized to execute contracts on behalf of the UNIVERSITY and assumes no personal liability for the UNIVERSITY'S performance of the terms and conditions of this contract.

1. ENGAGEMENT:

This Contract shall be effective from **[[Start Date]]** to **[[End Date]]**. UNIVERSITY may terminate this agreement at any time, with no further obligation to the Contractor, by giving fourteen (14) days written notice of termination to the Contractor, mailed to the Contractor's address set forth above or by fax to the Contractor. Once notice of termination has been tendered, University will have no monetary obligation to Contractor except to pay for work done up to the time of termination. Contract may be extended for additional time as long as agreed upon in writing seven (7) days before the expiration of the current agreement.

2. CONTRACT TERMINATION:

Upon fourteen (14) days written notice to UNIVERSITY, Contractor may terminate this Contract, or Contractor may terminate if UNIVERSITY is in breach of any of its responsibilities defined in this Contract. Once notice of termination has been tendered University will have no monetary obligation to Contractor except to pay for work done up to the time of termination. If any monies have been prepaid to or on behalf of Contractor prior to termination, then University will be entitled to a refund within 14 days of termination.

3. FORCE MAJURE:

In the event of sickness or of accident to Contractor, or if a performance is prevented, rendered impossible or infeasible, by any law or regulation of any federal, state or local public authority or bureau, earthquake, hurricane, tornado, or other catastrophic natural event or act of God, nuclear explosions, civil unrest, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies, or any cause beyond the control of Contractor or Purchaser, it is understood and agreed that there shall be no claim for damages by either party to this contract, and Contractor's obligation to such performance shall be deemed waived. In the event of cancellation for reasons stated above and the parties cannot in good faith negotiate for a rescheduled date Contractor shall refund any deposit paid to Contractor by University within 14 days and no further monies shall be due Contractor by University.

4. PAYMENT OF FINANCIAL OBLIGATION:

- a) The Contractor will be paid a total of **[[Contract Payment]]** less applicable taxes as compensation for the successful completion of the services described in Paragraph 2. After services are rendered. The University will not make cash payments.

- b) It is understood and agreed between UNIVERSITY and the Contractor that payment of compensation specified in this Contract is dependent upon and subject to the allocation of funds and sufficiency of funds for the purpose set forth in this Contract. At this time, it is believed that appropriate funds have been allocated to compensate the Contractor for the fees described above. If such funds are not allocated or not sufficient, the University has the right to terminate this agreement pursuant to the terms of Paragraph 8.

5. PURCHASE ORDER AND INVOICING:

The University shall issue a purchase order number to the Contractor for services rendered under this Contract. The Contractor shall submit an invoice(s) for the services rendered under this Contract.

Invoices must reference the University purchase order number, vendor invoice number, invoice date, invoice due date, description of services rendered, amount due. Payment shall be made by university check or direct deposit within thirty (30) days after receipt and approval of Contractor’s original invoice to the University.

The Contractor shall submit all invoices to the following to either the email or physical address below.

Accounts Payable

Email Address: NCAT.Invoices@trustflowds.com

Or

Physical Address:

North Carolina A&T State University

PO Box 3986

Scranton, PA 18505

12. TAX WITHHOLDING:

a) Contractor agrees that he/she will be solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that UNIVERSITY will not deduct such taxes from any payments to Contractor hereunder if the compensation paid to him is One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) or less in a calendar year. However, pursuant to NCGS 105-163.3, the UNIVERSITY shall withhold four percent (4.0%) of any compensation paid to any nonresident individual or entity that performs in North Carolina for compensation, whenever such compensation exceeds One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) in a calendar year.

b) Contractor will be sent a 1099-Misc. at the end of the calendar year if payments made during the calendar year aggregate to Six Hundred and 00/100 Dollars (\$600.00) or more. Back up withholding is required if CONTRACTOR does not furnish UNIVERSITY with a taxpayer ID number.

13. INTELLECTUAL PROPERTY:

It is expressly understood and agreed that the copyright(s) in any tangible work-product and tangible expression (“Work”) created pursuant to this contract, at whatever state of completion, shall be owned by UNIVERSITY, as the creator/author of the Work, as a "work for hire" as defined in 17 USC 101, and/or by specific assignment of all interests in the Work by execution of this contract. It is further agreed that the physical Work is owned by UNIVERSITY, and it may use the Work in any manner, and Contractor waives all future rights, including the rights of attribution and integrity.

14. GOVERNING LAW:

The parties agree that the place of this Contract, its situs and forum (regardless of the place of actual contract performance), is Guilford County, North Carolina, and that any matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement, shall be determined in said County and State and in accordance with the substantive law of North Carolina. University does not waive rights to sovereign immunity.

15. PERSONAL IDENTIFIERS:

If the Contractor provides the UNIVERSITY with personal identifiers as listed in North Carolina General Statute 131-1.10 or any other legally confidential information, UNIVERSITY hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number, TIN and/or legally confidential information from Contractor is necessary for the performance of UNIVERSITY duties and responsibilities on behalf of the Contractor. UNIVERSITY further certifies that it shall maintain the confidential and exempt status of any such social security, TIN and immigrations number information, as required by subsection (c)(1) of the statute. Mandatory disclosure of these numbers will only be used for tax reporting purposes. All other uses including record-keeping are based on voluntary disclosure.

16. ATTORNEY GENERAL POWERS OF REPRESENTATION:

Nothing in this agreement including all riders attached hereto shall abrogate the power of the Attorney General of North Carolina to represent UNIVERSITY to the fullest extent allowable under North Carolina law. Any provisions of the contract and any riders hereto are stricken to the extent that they alter the North Carolina's statute of limitation, waive any rights available under North Carolina law, and assess any obligation to pay court cost, attorney fees, or damages.

17. EXECUTIVE ORDER:

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anymore with a contract with the State, this procurement, you attest, for your entire organization and its employees or agents, that you are aware that any such gift has been offered, accepted, or promised by any employees of your organization.

18. COLLUSIOIN:

As required by N.C.G.S. §143-54, that none of our officers, directors, or owners of an unincorporated business entity has been convicted by any violations of Chapter 78A pf the General Statues, the Securities Act of 1933, or the Securities Exchange Act of 1934 (143-59.2), and that we are not an ineligible vendor as set forth in N.C.G.S. §143-59.1. False certification is a Class I felony.

19. PARAGRAPH HEADINGS:

The titles to the paragraphs of this Agreement and any attachments hereto are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

20. ENTIRE AGREEMENT:

a) This Contract and the Appendices specifically described in this Contract represent the entire agreement between UNIVERSITY and Contractor as to the subject matter of this Contract and supersede all prior oral or written statements or agreements.

b) Any strike outs, additions or substitutions on the face of this contract that are initialed by the official representative of UNIVERSITY at the time of the execution of the Contract shall be deemed a modification of the contract and enforceable if Contractor signs the Contract and Rider whether or not they initial the modifications.

21. ACCESS TO PERSONS AND RECORDS:

The State Auditor and the UNIVERSITY'S internal auditors 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 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

22. QUALIFIED VETERANS:

The parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

23. E-VERIFY:

As required by G.S. §143-48.5 (Session Law 2013-418), the party certifies that it 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.

Proposal Number: 59-P2181

Vendor: _____

IN WITNESS THEREOF, the parties have executed this Contract in duplicate originals, one of which is retained by each of the parties, effective [[Start Date]].

CONTRACTOR

NORTH CAROLINA A&T STATE UNIVERSITY