

STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Request for Proposal #: 46-DNCR-24-1949

State Library of North Carolina State Aid Review

Date of Issue: January 22, 2024

Proposal Opening Date: February 14, 2024

At 2:30 PM ET

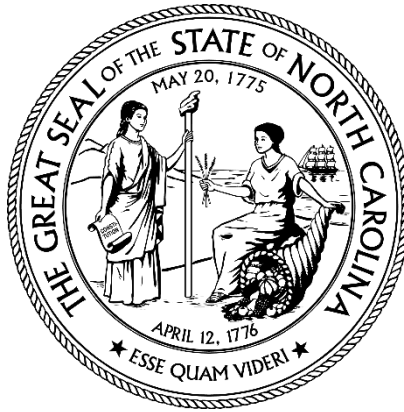
Direct all inquiries concerning this RFP to:

Dwayne Alston

Procurement Specialist

Email: dwayne.alston@dn-cr.nc.gov

Phone: 919-814-6734



STATE OF NORTH CAROLINA

Request for Proposal

46-DNCR-24-1949

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>

STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See Section 2.6 for details:	Request for Proposal #: 46-DNCR-24-1949
	Proposals will be publicly opened: February 14, 2024, at 2:30 PM ET
Using Agency: DNCR, State Library of North Carolina	Commodity No. and Description: – 801016 Project Impact Assessment
Requisition No.: RQ51878	

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 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 Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it SHALL 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:

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) 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 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 the Department of Natural and Cultural Resources)

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1.0 PURPOSE AND BACKGROUND

The Department of Natural and Cultural Resources (hereinafter "Department"), on behalf of the State Library of North Carolina (hereinafter "SLNC"), requires a qualified Vendor to obtain information and firm pricing to conduct a thorough review of the North Carolina State Aid for Public Libraries formula. The State Library of North Carolina is located at 109 East Jones Street, Raleigh, North Carolina 27601.

The State Library of North Carolina (hereinafter "SLNC") provides library services to state government agencies, the public, and public libraries across the State. The SLNC enriches the lives of North Carolinians through access to information resources, strengthens communities through a broad spectrum of library services, and inspires and supports literacy and lifelong learning.

The SLNC is comprised of three (3) major programs: (1) the Government & Heritage Library provides library materials and services to support state employees, family history researchers, educators and students, and those interested in North Carolina culture and history; (2) the Accessible Books and Library Services circulates books and magazines especially made for persons who cannot use regular printed material because of a visual or reading disability; and (3) the Library Development section helps North Carolina's libraries serve their communities by providing consulting services, supporting continuing education opportunities, and administering grant programs and the State Aid to Public Libraries fund.

Since 1941, the North Carolina General Assembly has appropriated money annually for public library service in North Carolina. The associated legislation states that the appropriation known as "Aid to Public Libraries Fund" is intended to promote, aid, and equalize public library service in North Carolina (General Statute 125-7b). To public libraries, this appropriation is often simply referred to as "State Aid". The formula that is currently in use by SLNC has been in use since the 1980s.

Article 14, Chapter 153A of the North Carolina General Statutes provides for qualifying North Carolina public libraries to receive funds appropriated annually by the North Carolina General Assembly. These grants are available to any public library that establishes its eligibility according to the Rules and Regulations for the Allocation of State Aid to Public Libraries. SLNC's role in State Aid is to determine eligibility annually. Eligibility is specified in the North Carolina Administrative Code 07 NCAC 021 .0201 Qualifications for Grant Eligibility.

SLNC is also charged with receiving this funding from the North Carolina General Assembly and distributing the funds to all eligible public libraries based upon a formula approved by the North Carolina State Library Commission.

General information concerning what is included in the current formula to calculate State Aid to Public Libraries disbursements is available on the SLNC website at <https://statelibrary.ncdcr.gov/services-libraries/grants-libraries/state-aid-public-libraries>. The precise formula and calculations will be available to the selected vendor.

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

1.1 CONTRACT TERM

The Contract shall have a term beginning upon execution and ending on June 15, 2024.

The State reserves the right to extend the Contract after the last active term with the Vendor's concurrence.

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: This is an NC eProcurement solicitation facilitated by the Ariba Network. 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/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

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:

<http://eprocurement.nc.gov/training/vendor-training>.

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, 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 in 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 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 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	January 22, 2024
Submit Written Questions	Vendor	February 1, 2024, by 12:00 PM ET
Provide Response to Questions	State	February 5, 2024, by 5:00 PM ET
Submit Proposals	Vendor	February 14, 2024, by 2:30 PM ET Call-in telephone number: 1-984-204-1487 Phone Conference ID number: 562 462 87#
Contract Award	State	To Be Determined

The Department of Natural and Cultural Resources will be conducting live bid openings over conference call. Below is the call-in information for this procurement's bid opening scheduled for Wednesday, February 14, 2024, at 2:00 PM ET.

Call-in telephone number: 1-984-204-1487

Phone Conference ID number: 562 462 87#

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.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP # 46-DNCR-24-1949 – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

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 ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum 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

IMPORTANT NOTE: This is an absolute requirement. Late bids, 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 proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s proposals 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 proposal, also submit one (1) signed, REDACTED copy of the proposal. 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 proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures 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 shall include the following items and attachments in the Sourcing Tool:

- A. Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- B. Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- C. Vendor's Proposal addressing all Specifications of this RFP. (Sections 5.1 Specifications and 6.1 Contract Manager and Customer Service)
- D. Completed version of ATTACHMENT A: PRICING FORM
- E. Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- F. Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- G. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- H. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods, or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) Contract Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this RFP who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer the Contract for the State.
- b) Department Contract Administrator: Representative of the Department of Natural and Cultural Resources who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

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.

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 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:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency 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.

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. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are 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.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

Technical Approach (80 Maximum Points)

Price (Maximum 20 Points)

The criteria listed below will be applied to each proposal response.

Number	Criteria	Maximum Points
1	Vendor's organizational and technical structure for completing the project's tasks and deliverables, including names and qualifications of Vendor's staff assigned to the work, specific project responsibilities assigned to Vendor staff, and schedule of tasks and deliverables. (Item 5.3.B of Section 5.3 Technical Approach)	20
2	The Vendor shall provide resumes of the Vendor personnel assigned to perform the work. Vendor personnel shall possess knowledge and experience in data analysis, communications, and general research. (Item 4.5.B of Section 4.5 Vendor Experience)	20
3	The Vendor shall provide evidence of the Vendor's development of at least one (1) State Aid Formula Review Report. The Vendor may provide evidence of at least one (1) consulting project with financial reports, data analysis, and/or reports related to a budget review in lieu of the State Aid Formula Review Report. The Vendor shall submit the evidence with the Vendor proposal. (Item 4.5.C of Section 4.5 Vendor Experience)	20
4	Proposed plan and methodology to complete the work within the scheduled timeframe (Item 5.3.C of Section 5.3 Technical Approach)	20

Price (20 Maximum Points)

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 10. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$20 \times \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

3.5 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

3.6 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 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 upload in the Sourcing Tool. The total price included shall include all travel and other costs. 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 using agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line-item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices, as relevant.

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Purchase Order Number, Service(s) Descriptions, and Price.

Invoices must be submitted to the following address:

Accounts Payable
Department of Natural and Cultural Resources
PO# _____
4605 Mail Service Center
Raleigh, NC 27699-4605

Digital copies of invoices can be emailed to:

DNCRaccountspayable@dncr.nc.gov

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

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.

- A. 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 executives, 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.
- B. The Vendor shall provide resumes of the Vendor personnel assigned to perform the work. Vendor personnel shall possess knowledge and experience in data analysis, communications, and general research.
- C. Demonstrated evidence of the Vendor's experience of the items listed below.
 - 1. Vendor's knowledge of the function and funding of libraries and local government entities.
 - 2. Data analysis, interpretation, and understanding of demographics.
 - 3. Program evaluation and consulting.
 - 4. Research conducted and meetings facilitated.

The Vendor shall provide evidence of the Vendor's development of at least one (1) State Aid Formula Review Report. The Vendor may provide evidence of at least one (1) consulting project with financial reports, data analysis, and/or reports related to a budget review in lieu of the State Aid Formula Review Report. The Vendor shall submit the evidence with the Vendor proposal.

4.6 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.7 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.

4.8 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.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter into 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.

4.10 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 SPECIFICATIONS AND SCOPE OF WORK

5.1 SPECIFICATIONS

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.

The Vendor shall:

VENDOR'S RESPONSE		
Item #	Specifications	Product/Service Offered Meets Specification
1	Research the history, purpose, and evolution of State Aid for Libraries in North Carolina.	<input type="checkbox"/> YES <input type="checkbox"/> NO

2	Attend and facilitate approximately five (5) in-person meetings with the State Aid for Public Libraries Formula Review Committee. The tentative locations of the meetings will be in the North Carolina Mountains [one (1) meeting]; North Carolina Coast [one (1) meeting]; and North Carolina Piedmont [three (3) meetings]. Tentatively, the meetings will occur one (1) time per month unless otherwise agreed upon by the Vendor and Department Contract Administrator. The Department Contract Administrator will communicate actual meeting locations and dates and times to the Vendor.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Review the current North Carolina State Aid Formula, 07 NCAC 02I .0201 Qualifications of Grant Eligibility, North Carolina General Statute 125-7, , and State Aid for Public Libraries Formula Review Plan. The current North Carolina State Aid Formula and State Aid for Public Libraries Formula Review Plan will be provided by the Department.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Attend bi-weekly virtual meetings with the Department Contract Administrator at a date and time agreed upon by the Vendor and Department Contract Administrator.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Possess the ability to analyze and apply the methodology from state aid formulas from other states and state agencies and assess whether a version of any may be relevant or applicable for a State Aid for Public Libraries Formula for North Carolina.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Collect or review information and input from libraries on the impact of State Aid on eligible North Carolina libraries and their communities, including questions or considerations provided by Review Committee members.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Develop alternate state aid formulas and analyze probable impact and outcomes on libraries/library types. Calculate the hold harmless amount required for each alternative formula.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Create and email the State Aid Formula Report to the Department Contract Administrator, Tiwana Nevels on or before June 15, 2024. The Report shall include: A. Recommendations for the Review Committee. B. Information concerning the questions or topics related to the formula requested by the Review Committee. C. Information concerning the impact of state aid and recommendations (as needed) for state aid in order to meet the intention of the funds per statute.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Present the State Aid Formula Report at the fifth (5 th) and final in-person meeting with the State Aid for Public Libraries Formula Review Committee. The tentative date and location of the meeting is June 2024. The Vendor shall respond to any Committee questions.	<input type="checkbox"/> YES <input type="checkbox"/> NO

10	<p>The Department will:</p> <ul style="list-style-type: none"> A. Provide the current North Carolina State Aid formula, relevant statutes and code, and State Aid for Public Libraries Formula Review Plan. B. Provide previous state aid formula review reports and history of the reviews, and the documents concerning the history of State Aid to Public Libraries. C. Form a 15-member State Aid for Public Libraries Formula Review Committee to be approved by the Library's Library Commission to work with the Vendor on a formula review. The Committee: <ul style="list-style-type: none"> 1) Will be comprised of 15 members approved by the Library's Library Commission to work with the Vendor on a formula review. 2) Includes eight (8) North Carolina Public library Directors and select members or appointees from the State Library Commission. 3) Will Explore alternate formulas identified and created by the Vendor to ascertain the formula which best meets the intention of supporting and equalizing public library service across North Carolina. 4) Will provide information and input to the Vendor to ensure a thorough review will be conducted, to result in a proposal with a recommendation by the vendor for a formula to be utilized by the NC Department of Natural and Cultural Resources in the distribution of the State Aid for Public Libraries funds by the NC General Assembly. The recommended formula will be identified as being the most fair and equitable for the libraries and communities served in ensuring public library services are available for all North Carolinians. 	
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5.2 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.3 TECHNICAL APPROACH

- A. Vendor's proposal shall include, in narrative and/or outline form the Vendor's approach to accomplishing the tasks outlined in Section 5.1 Specifications of this RFP. A description of each task and deliverable and the schedule for accomplishing each task shall be included.
- B. Vendor's proposal shall include the Vendor's organizational and technical structure for completing the project's tasks and deliverables, including names and qualifications of Vendor's staff assigned to the work, specific project responsibilities assigned to Vendor staff, and schedule of tasks and deliverables.
- C. Vendor's proposal shall include the proposed plan and methodology to complete the work within the scheduled timeframe.

5.4 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-

examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

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:	

Department of Natural and Cultural Resources	
Contract Administrator	Contract Lead
Tiwanna Nevels Assistant State Librarian State Library of North Carolina 109 East Jones Street Raleigh, NC 27601-2807 Phone: (919) 814-6786 Email: tiwanna.nevels@dnrc.nc.gov	Dwayne Alston Procurement Specialist NC DNCR, Purchasing Office 109 East Jones Street Raleigh, NC 27601-2807 Phone: (919) 814-6734 Email: dwayne.alston@ncdcr.gov

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to attend bi-weekly virtual meetings with the Department Contract Administrator 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. The date and time of the meetings will be agreed upon by the Vendor and Department Administrator.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 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:

Work is completed to the satisfaction of the Department Contract Administrator

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.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to one (1) month to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 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.

6.7 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 made through the Contract Lead.

6.8 ATTACHMENTS

All attachments to this RFP are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ATTACHMENT A: PRICING FORM BEGINS ON THE NEXT PAGE.

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER: The Bid Price shall be submitted ONLY on the form and in the format provided. The Vendor shall not alter the pricing sheet in any way, or the bid shall be deemed non-responsive and shall not be evaluated further.

ITEM #	DESCRIPTION	TOTAL PRICE
1	Total Price for all services as specified in Section 5.1 SPECIFICATIONS.	\$ _____