

NC STATE UNIVERSITY

Raleigh, North Carolina Request for Proposals (RFP)

#63-KGS1143673 - Travel Demand Model (update) Development Services

For internal administrative processing, including tabulation of proposals for posting to Bonfire and the State of North Carolina Electronic Vendor Portal (eVP), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). We HIGHLY recommend you register in order to see bid tabulations and award results. 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 available for public inspection.

**THIS PAGE IS TO BE COMPLETED AND INCLUDED
WITH YOUR PROPOSAL. FAILURE TO DO SO MAY
SUBJECT YOUR PROPOSAL TO REJECTION.**

Federal ID Number or Social Security Number:	
SUPPLIER NAME:	
DATE:	

NC STATE UNIVERSITY

REQUEST FOR PROPOSALS (RFP)

RFP # 63-KGS1143673

TITLE: Travel Demand Model (update) Development Services
USING DEPARTMENT: Institute for Transportation Research and Education
ISSUE DATE: January 22, 2026
DUE DATE: 2:00 p.m., March 5, 2026
ISSUING AGENCY: NC State University
Procurement Services Department
Campus Box 7212
Raleigh, NC 27695

Proposals subject to the conditions made a part hereof will be accepted until **2:00 p.m., Thursday, March 5, 2026** for furnishing services described herein.

Proposals must be submitted electronically at:

<https://ncsu.bonfirehub.com/opportunities/218547>

Upload scanned pages from this RFP document included with your proposal response where indicated on the Bonfire website.

Direct all inquiries (via email) concerning this RFP to:

Kristen Shelton, CPPB
NC State University
Procurement Services
Email: kgshelto@ncsu.edu

NOTE: Questions concerning the RFP requirements must be submitted in writing via email to kgshelto@ncsu.edu, Subject Line: RFP #63-KGS1143673 - Questions, no later than 5:00 p.m on Thursday, February 12, 2026.

Questions will be answered in the form of an addendum to this RFP. No other contact with university representatives regarding this RFP is allowed during the proposal process. Attempts to obtain information directly from university personnel, or by any other means, may subject your proposal response to rejection.

Please use the following template to submit your questions:

Reference	Supplier Question
RFP Section, Page Number	Supplier question ...?
	Insert rows as needed

Section 1: Introduction - Purpose and Background

The Institute for Transportation Research and Education at NC State University (hereafter referred to as ITRE or University) seeks proposals from qualified vendors (hereafter referred to as Contractor or Firm) to update, calibrate, and validate the Triangle Regional Model Generation 2 (hereafter referred to as TRMG2) to a new validation year of 2025 using a new on-board transit survey, recent travel survey data, recent transit ridership, and 2025 traffic counts. TRMG2 serves as the travel demand model for the Triangle region of North Carolina and - as such - is crucial for the development and support of transportation programs, plans, and projects in the Triangle region. TRMG2 is also the principal tool used to support the development of the region's Metropolitan Transportation Plan as mandated by [23 CFR Part 240](#). The Triangle region is home to two Metropolitan/Transportation Planning Organizations: Capital Area Metropolitan Planning Organization (hereafter referred to as CAMPO) and Triangle West Transportation Planning Organization (hereafter referred to as TWTP). Other transportation partners in the Triangle include the North Carolina Department of Transportation (hereafter referred to as NCDOT) and GoTriangle. Together, these four agencies – CAMPO, TWTP, NCDOT, and GoTriangle – are our partners that govern the TRM process (hereafter referred to as TRM Stakeholders).

The primary goal of this project is to update TRMG2 to a 2025 validation year while preserving its current model design, except for the following enhancements: (1) incorporating a university model based on newly collected travel survey data from area universities, (2) standardizing and unifying transit coding within TRMG2, and (3) developing a model enhancement to account for spatial variations in transit travel behavior across different geographies in the model region.

The current TRM model region covers eleven (11) counties including all of Wake, Johnston, Durham, and Orange counties, and portions of Alamance, Chatham, Franklin, Granville, Harnett, Nash, and Person counties. The TRM uses TransCAD as its modeling platform, and the current base year of the model is 2020 (pre-pandemic). The model region is divided into 3,269 Traffic Analysis Zones (hereafter referred to as TAZs) and there are 100 external stations. The 2020 household population for the model region is estimated at 2,031,531, and the total employment is estimated at 1,062,962. Unlike many large urban regions, the Triangle region is not dominated by one single city, but rather it has several large cities across the region that attract high numbers of jobs and housing. Raleigh is the largest municipality in the region. It was originally developed as a government center around the state capital in the downtown area. At the center of the region is Research Triangle Park – which serves as a hub for research and innovation – and Raleigh-Durham International Airport. In addition to being home to Research Triangle Park, the Triangle regional is also home to two major medical centers, one housed at Duke University in Durham and the other housed at the University of North Carolina at Chapel Hill. Duke University – including its associated Medical Center – is the largest single employer in the Triangle region. North Carolina State University is the third major research university in the Triangle. In addition to these three major universities, the Triangle is also home to several smaller universities and colleges. This special market is critical to any model development effort.

Several major highways serve the region, including several toll facilities. Interstate routes in the region include I-40, I-85, I-440, I-540, I-87, and I-95 along the eastern edge of the model boundary. The region also has several providers of transit service including Chatham Transit, Chapel Hill Transit, GoDurham, GoCary, GoRaleigh, GoTriangle, Orange County Public Transit, PART, Wofline, and Duke Transit. Together these systems result in the coding of approximately 229 transit routes in TRMG2.

ITRE and the TRM stakeholders are in the process of collecting data that will support the update, calibration, and validation of TRMG2. ITRE anticipates that the datasets listed below will be ready for provision to the Contractor by the Contract Start Date (this list may not be comprehensive):

- Household travel survey data collected biennially from 2016 to 2024
- Transit on-board survey collected in 2023
- Updated transit ridership data.
- Updated traffic counts.
- Updated TAZs with revised polygon geometries and associated origin-destination points.
- Updated network file.
- Updated population and household counts associated with each TAZ.
- Updated employment data associated with each TAZ.
- Updated K-12 enrollment data associated with each TAZ.
- Updated university data for Duke University, the University of North Carolina at Chapel Hill, North Carolina Central University, and North Carolina State University. As is possible, associated data are anticipated to include student living quarter capacities; student off-campus addresses; student enrollment organized by on-campus, off-campus, undergraduate status, and graduate status; and campus building polygons.
- A university-specific 2024 household travel survey sample.
- Updated enrollment data for smaller colleges in the region.
- Updated parking inventory associated with each TAZ.
- Updated socioeconomic data associated with each TAZ.
- Updated hospital flag attributes.
- Updated enplanement data.

Section 2: Contract Period

The anticipated term of any resulting agreement shall be for a period of up to two-and-one-quarter (2.25) years from the Date of Award but not exceeding June 30, 2028. While the project is expected to conclude by June 30, 2028, the University reserves the right to extend the term to ensure the successful completion of all deliverables or to align with shifting MTP schedules.

Section 3: Scope of Work

The following describes the suggested work tasks to be accomplished as part of the model updates and enhancements. Deviating from these tasks is acceptable if the Contractor can recommend a more streamlined or innovative approach which produces results of equal or higher quality.

Task 1: Project management and work plan

Within two weeks of Notice to Proceed, the Contractor shall meet with the technical advisory committee to initiate the project, discuss the work plan and project schedule, and define project management roles and responsibilities.

ITRE shall designate an overall project manager and a technical advisory committee. The Contractor shall designate a project manager to be the single point of contact throughout the life of the project. Proposals must include a draft schedule that includes key dates and deliverables. The TRM Stakeholders would prefer a model development schedule that accomplishes Tasks 2-12 in a 12-18-month time frame but are open to a schedule that reflects your best assessment for when the work on these tasks can be completed. The schedule must include all tasks.

The Contractor must specify their approach to preparing a project management plan (PMP) including the various components that their plan shall include to effectively and successfully execute the project.

Task 2: Survey processing and target creation

In 2016, the Triangle Region initiated recurring household travel survey data collection. Four (4) waves of survey data are available to support this effort, 2016 (4,184 completed households), 2018 (1,498 completed households), 2022 (1,404 completed households), and 2024 (2,241 completed households; 1,375 address-based sampling households, 866 university households). Travel survey data for university students was collected in 2024 for NC State, NC Central, and the University of North Carolina Chapel Hill. Transit on-board survey data was collected in 2023 for the region's transit systems. These datasets shall be provided to the Contractor for processing to create model estimation files and calibration targets.

The Contractor shall devise and document a clear, defensible method for weighting and fusing the four waves of household travel survey data for use in the 2025 validation year update.

Task 3: Networks and database development

The base year calibration and validation for TRMG2 v3 is 2025. Highway networks, traffic counts, transit networks, transit ridership data, traffic analysis zones (TAZs), and socioeconomic (SE) data for 2025 shall be provided to the Contractor.

Task 4: Household classification/population synthesis

Leveraging SE data provided by ITRE and the TRM Stakeholders, the Contractor must update the synthetic population to the 2025 validation year.

Task 5: Resident models

The Contractor must use existing travel survey data from 2016, 2018, 2022 and 2024 to re-estimate and calibrate all resident models. The Contractor is invited to propose alternative datasets and methods for improving and enhancing resident models.

Task 6: University model

As previously noted, the Triangle is home to three major universities in addition to several smaller universities and colleges. As such, university-related travel is an important travel market in our region that deserves special attention. The region recently collected travel survey data for university students. The Contractor must develop a best practice university trip model to better represent university student travel in the region. The model must include all modes of travel and must result in trip tables that can be combined with resident trip tables prior to trip assignment. The University sub-model must be sensitive to changes in non-auto infrastructure and service

levels (e.g., transit frequency, bike/ped connectivity) to accurately reflect student mode choice behavior.

Task 7: Commercial vehicle and truck model

The Contractor must leverage data available through ITRE and the TRM Stakeholders to update the commercial vehicle and truck model within TRMG2. Previous versions of the commercial vehicle and truck model relied on approaches outlined in *Quick Response Freight Manual II*^[1] and were re-estimated when possible using the Triangle's 2010 Commercial Vehicle survey. The Contractor is invited to propose alternative datasets and methods for improving and enhancing the commercial vehicle and truck model.

Task 8: External trip model

The Contractor must leverage data available through ITRE and the TRM Stakeholders to update the external trip model within TRMG2. The current external trip model relies on sub-area extraction from the North Carolina Statewide Travel Model (NCSTM) and flows are estimated from average weekday daily traffic (AWDT). Trips from external stations were distributed using a gravity model. The Contractor is invited to propose alternative datasets and methods for improving and enhancing the external trip model.

Task 9: Trip assignment, validation, and sensitivity testing

The Contractor must perform highway and transit assignment, validation, and sensitivity testing using provided 2025 traffic counts and transit ridership data. Model performance must be evaluated against provided highway and transit assignment validation targets and goals. The Contractor must document the validation process and resulting performance measures and targets.

Static model validation focuses on known conditions, but the important role of models is in forecasting travel behavior and travel demand for future scenarios. For this reason, sensitivity testing (dynamic model validation) is an important component of model development. The Contractor must propose and implement sensitivity tests for improving TRM Stakeholder confidence in the model outputs with respect to travel behavior, highway demand, and transit ridership for future year scenarios.

Task 10: Transit coding

In the current version of the model, local bus (LB) transit routes are coded to have a stop time of zero (0), and stops are accounted for through travel speed penalization. However, bus rapid transit (BRT) routes within the model are coded such that stops are associated with wait times of 0.5 minutes for both boarding dwell times and alighting dwell times. This penalizes BRT services in contexts where BRT stops are frequent.

Given this, the Contractor must revise and standardize how all transit modes are coded in the model to ensure that modes are operationalized in a unified manner.

Task 11: Transit enhancement

Currently, the model is overestimating transit ridership in some geographies and underestimating transit ridership in others. Additionally, ITRE and the TRM Stakeholders have observed that transit travel behaviors in different subregions are likely being driven by varying mechanisms.

The Contractor must perform a review of how transit is currently operationalized within TRMG2, assess spatial variance in the ridership estimation, and propose and implement an enhancement to better address the underlying mechanisms driving spatially varying transit travel patterns across the region.

Task 12: Documentation

The Contractor must outline their approach to documenting the model development process, including estimation, calibration, validation, and sensitivity testing. The Contractor must also document their approach to creating a model user's guide, including recommendations for the elements and key components that an effective user's guide would include.

While documentation is principally the responsibility of the Contractor, ITRE shall provide support and oversight in the creation and updating of model documentation and user guidance to ensure smooth integration with existing documentation.

Deliverables

- A. Project Management Plan.
- B. Progress reports and meeting notes.
- C. Final cleaned electronic database of processed surveys and calibration targets.
- D. Model code and parameters for all sub-models, calibrated to observed conditions.
- E. Technical memoranda documenting the completion of each task, including data, procedures, functionality, and results.
- F. Final model procedures, scripts, and datasets for the calibrated and validated model.

Model Development Report and Model User's Guide.

[1] Beagan, Fischer, and Kuppam. 2008. Quick Response Freight Manual II. Retrievable from <https://trid.trb.org/view.aspx?id=859168>.

Section 4: Supplier Qualification/Experience Requirements

4.1 General

The proposing firm must demonstrate a minimum of five (5) years of documented experience providing services successfully developing, updating, and calibrating TransCAD-based travel demand models, including experience working with models of similar complexity and structure to the TRMG2. Contractors are invited to demonstrate their proficiency in advanced data weighting and fusion techniques aimed at capturing shifting travel patterns. We also welcome evidence of

experience in modeling unique regional travel drivers and non-traditional trip generators that require specialized technical approaches.

4.2 Personnel

The proposal response must outline the personnel to be provided in the performance of any resulting contract. This must include number and sources of person-power, relevant experience of all listed personnel, description of background checks provided, any training required to be provided, etc. You must include a staffing plan and a resume(s) that details this.

4.3 References

Proposing Contractors must supply a minimum of three (3) references demonstrating experience similar in nature and scope to the services required by completing the page below. It is the proposing Contractor's responsibility to provide valid reference information, and the University reserves the right to use reference check responses in its evaluation of proposal responses.

References not responding to the University's request for information will be scored as if not provided. The University will not accept references that have to be coordinated by the proposing Contractor. We must be able to contact references directly.

Evaluators may also consider references for which they have direct knowledge, regardless of whether the reference was included in the proposal response.

Section 5: Supplier Proposal Response

At minimum, the proposal response package must include the following and must be uploaded in the corresponding location on Bonfire:

1. Completed NC State University RFP
 - Cover Page with Firm Name and Tax ID#
 - Reference page
 - Signed Execution of Proposal page

2. A **detailed technical proposal** addressing [Section 3](#) and [Section 4](#). Responses must be clearly organized and numbered to correspond with the numbered items in the RFP. All information must be presented in the order it appears in the RFP to facilitate consistent and fair evaluation. Our preference is to receive proposals that are clear and concise. The portion of the proposal addressing Section 3 **SCOPE OF WORK** should be no more than **15 pages**. Resumes should only be included for team members who will be contributing to the project. Our preference is that resumes be no more than two (2) pages and include only projects related to this solicitation.

Describe in your proposal response the approach, processes and steps you will follow to perform and complete the tasks in the Scope of Work. Include any additional tasks that you recommend for achieving successful outcomes. Note any requirements you have, and any assumptions being made which impact your proposed approach or the time required to complete the work.

3. Section 7 Cost Proposal (Sealed)
4. Certificate of Insurance (ACORD) (see Terms and Conditions for required coverage, Item #19), listing holder:

NC State University
Procurement Services
2721 Sullivan Drive
Raleigh, NC 27695

If your firm is not required to supply worker's compensation insurance, this must be clearly documented in the proposal response. Failure to document worker's compensation exemption will result in the proposal being set aside as non-responsive in the initial screening.

5. Any applicable RFP addenda subsequent to this RFP that is required for return by statement on the addendum.

Incomplete proposals will not be considered for award.

Section 6: Criteria For Evaluation and Award

All proposals will be evaluated according to the following:

SCREENING CRITERIA: Proposals will first be reviewed for responsiveness to the submission requirements outlined in Section 5. All items requested are included in the response package and submitted as instructed. All files are transmitted to the Bonfire site without password or other lockdown requirements. Incomplete responses will not be considered further.

Proposals that fail to meet these screening requirements will be deemed non-responsive and will not be evaluated further. Screening criteria are pass/fail only and are not scored or ranked.

QUALIFICATIONS-BASED EVALUATION

Responsive proposals will be evaluated and ranked based solely on the Contractor's qualifications, experience, and technical approach, using the weighted evaluation criteria identified below. Cost or pricing information is not considered during the evaluation and ranking process.

Upon completion of the ranking, the University will immediately enter into negotiations with the highest-ranked contractor using their submitted cost proposal as the starting point.

TECHNICAL EVALUATION: 65%

20 Points - Understanding of Goals and Objectives - Section 3

The proposal clearly demonstrates a clear and thorough understanding of the goals and objectives of the solicitation.

35 Points - Technical Approach - Section 3

The proposal demonstrates clarity, feasibility, and technical soundness of the proposed approach, including the use of established best practices and appropriate innovation and creativity relevant to the project objectives.

10 Points - Schedule - Section 3

Feasibility and appropriateness of the proposed schedule relative to the project requirements.

QUALIFICATION EVALUATION: 35%

10 Points - Firm Experience - Section 4

The proposal clearly demonstrates the firm's overall qualifications, relevant experience on similar projects, specific experience aligned with the scope and nature of the work. The proposing firm has a proven track record in successfully completing projects in the expertise sought and documentation of at least one (1) project involving the maintenance or update of a TransCAD-based travel demand model for a U.S. MPO.

15 Points - Team Qualifications & Availability - Section 4

The proposed team demonstrates the appropriate qualifications of the personnel proposed to support any resulting contract. In addition to the availability and commitment to deliver required products and services in a timely manner while assuring high quality outcomes.

10 Points - References - Section 4

Reference responses demonstrate a record of better than satisfactory history of providing similar work without issues. Would references hire again? Promptness and a willingness to work with the University to provide services in a manner that is transparent to the University are also subject to evaluation.

Section 7: Cost Proposal

This solicitation is being conducted using a Qualifications-Based Selection (QBS) process in accordance with applicable university and state procurement policies for professional services. Proposals will be evaluated and ranked solely on the basis of qualifications, experience, and technical approach as described in this RFP.

Following selection of the highest-ranked Contractor, the University will enter into negotiations to develop a detailed scope of work and a fair and reasonable fee.

Submission of Cost Information: To expedite the negotiation process, Contractors must submit a separate, sealed Cost Proposal (labeled clearly as such). This cost information will not be shared with the technical evaluation committee and will not be used to rank the firms.

The sealed Cost Proposal must include:

- A detailed budget that maps costs to the finalized scope of work tasks.
- A cost breakdown by project year (or other appropriate temporal unit) aligned with the approved project schedule.
- A schedule of fully burdened hourly labor rates by personnel category.

Negotiation and Award: Following the final technical ranking, the University will open the sealed Cost Proposal of the **highest-ranked firm only** to begin negotiations. If a fair and reasonable fee cannot be agreed upon, negotiations with that firm will be formally terminated, and the University will proceed to open the cost proposal of the second-ranked firm.

Please note that the following conditions shall apply to any resulting contract:

- Services shall be invoiced monthly based on hours or deliverables completed. The University will not pay for services not yet received.
- Ten percent (10%) of the total negotiated contract amount shall be withheld and released upon acceptable completion of the project and submission of all final deliverables and reports.

Contractor Name: _____

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4.3 REFERENCES

OFFERORS MUST PROVIDE THREE (3) REFERENCES FOR CLIENTS WHO HAVE PERFORMED SIMILAR WORK IN THE PAST FIVE (5) YEARS.

#1	Company Name:	
	Company Full Address:	
	Contact Name:	
	Email Address:	
	Phone Number:	

#2	Company Name:	
	Company Full Address:	
	Contact Name:	
	Email Address:	
	Phone Number:	

#3	Company Name:	
	Company Full Address:	
	Contact Name:	
	Email Address:	
	Phone Number:	

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

EXECUTION OF PROPOSAL

RFP #63-KGS1143673

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- That this proposal was signed by an authorized representative of the firm.
- That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ~~That the potential Contractor has attended the pre-proposal conference and is aware of the prevailing conditions associated with performing these services.~~
- That the potential Contractor agrees to the conditions as set forth in this Request for Proposals with no exceptions.
- That the potential Contractor carries the appropriate insurance and will perform background checks on employees as required herein. See items 19 & 31 of General Contract Terms and Conditions attached.
- That no employee or agent has offered, and no State employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32; and
- That it, and each of its sub-contractors under this contract, 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 G.S. §143-48.5.
- That this proposal is submitted competitively and without collusion. That none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible supplier as set forth in G.S. 143-59.1. False certification is a Class I Felony.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

Contractor Name:			
Street Address:			
City, State & Zip Code:			
Representative's Name:			
Representative's Title:			
Representative's Email:		Phone#:	
Representative's Signature:		Date:	

THIS PAGE MUST BE COMPLETED AND INCLUDED IN YOUR PROPOSAL RESPONSE

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **PROPOSAL SUBMITTAL:** NC State University uses a third-party eProcurement strategic sourcing provider, Bonfire, for accepting and evaluating proposals digitally. All proposals must be received by the issuing agency not later than the date and time listed on the cover sheet of this proposal. Proposals shall be uploaded to:

<https://ncsu.bonfirehub.com/opportunities/218547>

Request for Proposals (RFP) documents are advertised on the State of North Carolina Electronic Vendor Portal System ([eVP](#)) and [Bonfire](#). An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted with the proposal upload. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.

For support or technical questions related to your submission, please contact Bonfire at support.bonfire@eunasolutions.com or visit their help forum at <https://vendorsupport.qobonfire.com/hc/en-us> or <https://eunasolutions.com/support/bonfire/>

3. **BONFIRE REQUESTED DOCUMENTATION & INFORMATION:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. In an effort to support the sustainability efforts of the State of North Carolina we are receiving proposals via electronic submission.

Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated. Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Name	File Type	# of Files	Requirement
Completed NC State University RFP Document	PDF	Multiple	Required
Technical Proposal	PDF	Multiple	Required
Section 7 Cost Proposal	PDF	Multiple	Required
Certificate of Insurance	PDF	Multiple	Required

All documents required to complete your submission must be downloaded from the supporting documentation and/or requested information sections of Bonfire. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Each item of Requested Information will only be visible to NC State University after the Closing Time.

4. **ORAL PRESENTATIONS:** During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
5. **PROPOSAL EVALUATION:** Proposals will be evaluated as outlined herein. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the University, and/or the State.
6. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and an offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.
7. **REQUEST FOR OFFERS:** Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.
8. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
9. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.
11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of ninety (90) days from the proposal opening. Although the contract is expected to be awarded prior to that time, the 90-day period is requested to allow for unforeseen delays.
12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the University are exempt from this provision.
14. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.

15. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
16. **PROPRIETARY INFORMATION:** To the extent permitted by N.C.G.S. §132-1.3 trade secrets which the Contractor does not wish disclosed other than to personnel involved in the evaluation or contract administration will be kept confidential identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information is not confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
17. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §143-48 and Executive Order #150, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
18. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
19. **CONTRACTOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Contractor Link NC allows Contractors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Electronic Vendor Portal System. Online registration and other purchasing information are available on the web site: <http://www.state.nc.us/pandc/>.
20. **RECIPROCAL PREFERENCE:** N.C.G.S. §143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
21. **ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:** The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Contractors shall:
 - a. Assure all features, components and subsystems of the software or IT System contained on this RFP **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFP does not **fully comply** with Section 508, and the way in which the proposed product is out of

compliance;

- b. If the Voluntary Product Accessibility Templates (VPAT) (<https://www.itic.org/policy/accessibility/vpat>) are used, they must include compliance checklists for:
 - 1. Technical Standards;
 - 2. Function and Performance Criteria; and
 - 3. Documentation and Support

- c. The product offered in response to this RFP is subject to an accessibility evaluation by the University.

NORTH CAROLINA STATE UNIVERSITY GENERAL CONTRACT TERMS AND CONDITIONS

(Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the University.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **INSPECTION AT CONTRACTOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
7. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Contractor, the University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The University reserves the right to require a performance bond or other acceptable alternative guarantees from a successful offeror without expense to the University.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

8. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
10. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations. The Contractor may terminate at the beginning of any contract year, only by notification provided in writing to the University a minimum of four (4) months prior to the applicable contract year expiration.
11. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement. The university pays Net 30 days from receipt of a proper invoice.
12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
13. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
14. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. In addition, all inventions and the copyright in and to any copyrightable work, including, but not limited to,

copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the University, and the Contractor agrees to assign all rights therein to the University. Contractor further agrees to provide University with any and all reasonable assistance which University may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by the University.

15. **ASSIGNMENT:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:
1. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 2. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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

16. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
17. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
18. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies 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 state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; 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.
19. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
1. **Worker's Compensation** - The contractor shall provide and maintain Workers Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is

subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

2. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
3. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/underinsured motorist; and \$1,000.00 medical payment.

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

20. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising without prior written approval from the University.
21. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

22. **AMENDMENTS:** This contract may be amended only by written amendment duly executed by authorized representatives of both the University and the Contractor.
23. **TAXES:** N.C.G.S. §143-59.1 bars the Secretary of Administration from entering into contracts with Contractors if it or its affiliates meet one of the conditions of N.C.G. S. §105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Contractor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Contractor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
24. **GENERAL INDEMNITY:** The Contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or

resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the University's agents who are involved in the delivery or processing of Contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

25. **OUTSOURCING:** Any Contractor or subcontractor providing call or contact center services to the University or State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the Contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the University agent responsible for the contract.

Contractor must give notice to the University of any relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons performing services under a state contract outside of the United States.

26. **PRICING:** All prices offered herein shall be firm against any increases. Requests by the Contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the option of accepting a Contractor's proposed cost increase or canceling the service and seeking proposals from other Contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve month period of the request. Invoices are paid Net 30 days from receipt of an accurate invoice.

27. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principles" for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this RFP document.

28. **PRIVACY:**

1. **Personal Identifiers:** If University provides the Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. Contractor further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c) (1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Contractor's responsibilities under the NC Identity Theft Protection Act, Contractor shall immediately notify University with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.
2. **Education Records:** If the University provides the Contractor with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. In this instance, University considers Contractor a school official with a legitimate interest under FERPA. Contractor further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach relating to this information or if Contractor re-discloses the information, Contractor shall immediately notify University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.

29. **AUDITS:** The State or University auditor, or the Joint Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission, may audit the records of Contractor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7 and Session Law 2023-134.
30. **PRESERVATION OF RECORDS:** If the University provides any data to Contractor pursuant to this Agreement then Contractor shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter issued by University, to fulfill the University's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. Contractor shall immediately preserve and maintain data (and any generated email correspondence) upon the University's request or upon notice of litigation or audit and further Contractor shall make available all Data University may specify with the time limits required.
31. **CONTRACTOR EMPLOYEE BACKGROUND CHECKS:** The Contractor shall, at no additional cost to the University, secure appropriate background checks on all employees, independent contractors, or subcontractor employees to be assigned to any resulting contract. These background checks shall include, at a minimum, the following checks with consideration for current, past, alias and maiden names:
- Nationwide Federal Criminal search
 - National Sex Offender Registry search
 - North Carolina Statewide Criminal search
 - Criminal searches in all counties of residence outside the state of North Carolina in the past seven (7) years, except in cases when the individual has resided in the New York boroughs of Kings, Queens, New York, Nassau, Richmond, or Bronx, in which case a New York Statewide Criminal Search is required
 - Skip Trace, Residency history, or other Social Security Number-based search (to ensure validity and correct matching)

The Contractor shall align its hiring decisions to support the University's ongoing effort to maintain a safe, drug-free environment for students, faculty, staff and visitors.

These background checks shall be maintained by the Contractor and are subject to audit by appropriate University or state officials at any time during and for five (5) years after the contract end date. The University may withhold consent of any of Contractor's personnel to be placed on a University assignment at its sole discretion. The Contractor shall immediately (same day as notification) remove any employee or representative from University property if deemed by the University to be unfit for any reason.