

Department of Materials Management
200 E. First Street, Bldg. 141
Greenville, North Carolina 27858-4353



IMPORTANT BID ADDENDUM

DATE: 7/5/2024

**FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY
SUBJECT YOUR BID TO REJECTION ON THE AFFECTED ITEM(S).**

BID NUMBER: 56-2401CKCRFP
ADDENDUM NUMBER: One (1)
PURCHASER: Kevin Carraway

COMMODITY: 91866
USING AGENCY: East Carolina University
OPENING DATE/TIME: July 15th, 2024 at 3:00 PM EST

INSTRUCTIONS:

1. Please make note of the following change(s) pertaining to the bid referenced above:

Addendum Attachment A contains questions and answers received related to this RFP. Bidders are encouraged to read this document.

2. All addendums and proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link:
<https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Execute Addendum:

BIDDER: _____

ADDRESS (CITY & STATE): _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME AND TITLE (TYPED): _____

56-2401CKCRFP Addendum #1																					
Addendum Attachment A: Questions and Answers																					
Question Number/Reference		Question	ECU Response																		
1	Nature of Work:	Could you please clarify whether the services for this project can be provided remotely or if the project mandates an on-site presence?	This work can likely be completed remote, however, an on-site presence may be needed at times during the project.																		
2	Travel Expenses:	<p>Additionally, I would appreciate clarity on the coverage or reimbursement policies for any travel expenses associated with this project</p>	<p>ECU would prefer that this be a turn-key project with all travel cost included in the total cost. However if you want to seek travel reimbursement will be in accordance with the following chart.</p> <p>The following schedule (effective July 1, 2023) shall be used for reporting allowable subsistence expenses incurred while traveling on official state business:</p> <table><tr><th>Expense</th><th>In-State</th><th>Out of State</th></tr><tr><td>Breakfast</td><td>\$10.10</td><td>\$10.10</td></tr><tr><td>Lunch</td><td>\$13.30</td><td>\$13.30</td></tr><tr><td>Dinner</td><td>\$23.10</td><td>\$26.30</td></tr><tr><td>Lodging (actual, up to)</td><td>\$89.10</td><td>\$105.20</td></tr><tr><td>Maximum Allowed Daily Subsistence</td><td>\$135.60</td><td>\$154.90</td></tr></table>	Expense	In-State	Out of State	Breakfast	\$10.10	\$10.10	Lunch	\$13.30	\$13.30	Dinner	\$23.10	\$26.30	Lodging (actual, up to)	\$89.10	\$105.20	Maximum Allowed Daily Subsistence	\$135.60	\$154.90
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3	Timeline and Deadlines:	Can you provide details on the project timeline, key milestones, and specific deadlines for deliverables outlined in the RFP?	We expect the total project timeline to be 18 months. The vendor's proposal should recommend timelines to meet the scope and deliverables as described in the RFP																		
4	Evaluation Criteria:	Please share insights into the evaluation criteria and the Evaluation Criteria]actors considered during the proposal review process.	Please refer to section 3.4 Evaluation Criteria																		
5	Budget Expectations:	Are there any budget constraints or expectations we should consider while structuring our proposal?	We would like each vendor to provide the best price.																		
6	Scope of Work Clarifications:	Further details or clarifications on the scope of work, specific requirements, and expected outcomes would be immensely helpful.	See bid document. No additional details providing.																		
7	Contractual Terms:	Could you outline any specific contractual terms, conditions, or clauses that will be integral to the agreement for the selected vendor?	Refer to Attachment B: Instructions to Vendors, North Carolina Instructions to vendors #31																		
8	Communication Channels:	Understanding the preferred communication channels and designated contact person for project-related queries would be valuable information.	Officer. Communication should include email, verbal, report format, etc.																		
9	Subcontracting Policies:	Are there any policies or guidelines regarding subcontracting opportunities for this project that we should be aware of?	Refer to Attachment C: North Carolina General Terms & Conditions, #18 Subcontracting																		
10	Proposal Submission Format:	Kindly provide guidance on the preferred format for proposal submissions, necessary documentation requirements, and the method for proposal submission.	Refer to RFP including section(s) 2.5 PROPSAL SUBMITTAL and 2.6 PROPOSAL CONTENTS																		
11		What is the allocated budget for the captioned bid?	Vendor should put there best price forward.																		
12		What is the incumbent spent, If any?	This is a new contract, no previous contract exist.																		
13	2.6, Page 7	Do you want a-j submitted in one file or do you want each attachment submitted separately?	Bidder may submit multiple file to comply with the file upload feature with eVP. I encourage you to visit this site prior to bid submission to familiarize yourself with this process.																		
14	4.10 A, Page 11	Is it correct that the insurance specification “but up to \$1,000,000” dictates that our proposal amount cannot exceed \$1,000,000?	Insurance should not cap the total cost of the proposal. The Insurance cost should be included in the bidder response. For comparison all bidders should use the \$1,000,000 amount. If needed this will be addressed prior to award.																		
15	5.0, Page 12	With the scope including the Human Resources Department, the Office for Equity & Diversity, and the Office of Personnel and Financial Administration, what primary functions roll up into these departments (e.g., Benefits, Leaves of Absence, Recruiting and Staffing, Compensation, Payroll, Accounts Payable, etc.)?	All primary functions roll up into four primary areas, and includes but is not limited to: 1) Administration and Operations (Contracts and Appointments; Employment and Talent Acquisition; Employment Verification; Classification and Compensation; and Information Systems and Data Management); 2) Well-Being and Engagement (Onboarding; Benefits; Learning and Organizational Development; and Employee Relations; ADA); 3) Equal Opportunity and Title IX Investigations and 4) Workforce Strategy. All other functions such as Special Projects and Compliance Management, Project Management, and Research report																		
16	5.0, Page 12	Are there any major planned or ongoing system implementations (e.g., HCM, ERP)?	No, however, see question 27 regarding new technologies that will become available.																		
17	5.0, Page 13	Is the university looking for a business case as part of the implementation plan so that it can plan for and secure funding for implementing the improvement opportunities (e.g., acquiring and implementing new/enhanced technologies, reorganizing and upskilling staff, etc.)?	Our preference is for the vendor's roadmap of actions and subsequent recommendations use existing technology and not require additional purchases. Identifying skill gaps and methods to fill these gaps is welcomed and encouraged.																		
18	7.0 (Attachment A), Page 16	Is it correct that Item 1 is to cite our standard hourly billing rates by position, Item 2 includes our estimated costs by workstream, and Item 3 consists of any other expenses (e.g., travel and living expenses)?	Yes																		

19	North Carolina General Terms & Conditions, Section 2, Default and Termination	<p>In (a), would the State consider modifying the remedy for procurement of substitute services to provide that we may be found liable for such costs, since a party's damages should be based on the facts and circumstances and determined by dispute resolution processes?</p> <p>In (b), would the State consider providing a notice and cure period after which, if not cured, such termination for cause would be effective?</p> <p>Alternatively, would the State please confirm that it is electing to leave open this specific provision of the Contract for later negotiation as per Section 2.2 of the RFP?</p>	ECU is following the process as described in Section 2.2 of the RFP
20	North Carolina General Terms and Conditions, Section 15 – Insurance	<p>Would the State consider certain clarifying modifications to the insurance requirements to make such insurance requirements consistent with our industry-standard coverage? Alternatively, if the State wishes to discuss specific language, would the State please confirm that it is electing to leave open this specific provision of the Contract for later negotiation as per Section 2.2 of the RFP?</p>	ECU is following the process as described in Section 2.2 of the RFP
21	North Carolina General Terms and Conditions, Section 16 – General Indemnity	<p>Can the indemnity be modified to be for third party claims for bodily injury, including death, or damages to real or tangible personal property to the extent directly and proximately caused by Contractor's negligence or intentional misconduct in its performance of the services? We would propose the use of the following example. However, in the event the State does not agree with our example, would the State please confirm that it is electing to leave open this specific provision of the Contract for later negotiation as per Section 2.2 of the RFP?</p> <p>"(a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from (i) liability of any kind, including all claims and losses, in each case accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract as a subcontractor or vendor of Vendor, and also from (ii) any and all claims and losses accruing or resulting to any person, firm, or corporation that may suffer personal injury or whose/which real or tangible property is be injured or damaged by the Vendor in the performance of the Contract, in each of cases (i) and (ii) that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims."</p> <p>"(d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws applicable to Vendor in its performance of the Services., and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract."</p>	ECU is following the process as described in Section 2.2 of the RFP
22	North Carolina General Terms and Conditions, Section 20 – Care of State Data and Property	<p>Would the State agree to clarify that the Vendor is responsible for the loss or damage to the State's real or tangible property and, as to Data, the cost to restore the State's most recent backup? Alternatively, would the State please confirm that it is electing to leave open this specific provision of the Contract for later negotiation as per Section 2.2 of the RFP?</p>	ECU is following the process as described in Section 2.2 of the RFP
23	North Carolina General Terms and Conditions, New Section – Liability of the Parties	<p>Prior to contract execution, would the State be willing to negotiate a mutual, aggregate limitation of liability for each party (other than for damages arising from a party's recklessness or intentional misconduct and any other damages for which a limit is specifically not allowed by State law)? We would propose the use of the following example. However, in the event the State does not agree with our example, would the State please confirm that it is electing to leave open this specific provision of the Contract for later negotiation as per Section 2.2 of the RFP?</p> <p>"Vendor's aggregate liability for damages, claims, losses or liability of any kind arising under or related to this Contract or an applicable Statement of Work ("SOW") shall be limited to two times the value of the SOW. The foregoing limitation of liability shall not apply to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 et seq., the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on the Contract."</p>	ECU is following the process as described in Section 2.2 of the RFP
24	North Carolina General Terms and Conditions, New Section – Disclaimer of Damages	<p>Would the State be willing to include a mutual disclaimer of consequential and punitive damages in the resulting Contract? We would propose the use of the following example. However, in the event the State does not agree with our example, would the State please confirm that it is electing to leave open this specific provision of the Contract for later negotiation as per Section 2.2 of the RFP? "In no event shall a party be liable to the other party for any consequential or punitive loss, damage, or expense, relating to or in connection with this Contract or any statement of work."</p>	ECU is following the process as described in Section 2.2 of the RFP
25	RFP Section 5, Page Numbers 12-13	<p>Clarification on Vendor Response Order and Sequence of Work: In accordance with section 2.6, we understand that the Vendor Response is required to follow the order from a) to j). Regarding section e), is it mandatory for the proposed sequence of work to align with that detailed in section 5.0, Specifications and Scope of Work? Alternatively, is there flexibility to suggest that some tasks be conducted in parallel or in a different sequence?</p>	There is flexibility for the vendor to suggest tasks be conducted in parallel or in a different order.

26	RFP Section 5, Page Number 12	Progress Update on Departmental Consolidations: Could you provide an update on the current status of the consolidation efforts involving the HR Department, the Office for Equity & Diversity, and the Office of Personnel and Financial Administration?	The pre-existing offices and department are now fully consolidated into one department, People Operations, Success, and Opportunity. The Department is currently operating with four primary units: Administration and Operations; Well-being and Success; Equal Opportunity & Title IX; and Workforce Strategy.
27	RFP Section 5, Page Number 12	Overview of Current Technology Systems: Could you please describe your existing technology infrastructure concerning Core Human Capital Management (HCM), Payroll (if managed separately), Recruitment, CRM (Case/Ticket Management), Time & Attendance, and Learning Management Systems?	Banner is ECU's Enterprise Resource Planning system. Prospective employees and applicants for recruitment and selection are tracked through PeopleAdmin. Although we do not have a designated customer relations management system for People Operations, Team Dynamix is available through ITCs and we will have access to Salesforce soon. UKG's Kronos tracks time and attendance for payroll purposes. Cornerstone serves as our primary learning management system for professional development offerings.
28	Section 5.0, Page 12	How many FTE are currently across the three departments/offices (Human Resources Department, the Office for Equity & Diversity, and the Office of Personnel and Financial Administration)?	Approximately 86
29	Section 5.0, Page 13	What current HR technology systems are in place (e.g., ERP)?	Banner and People Admin
30	Section 5.2, Page 13	Do you expect or are you open to the consultants coming on-site for project-related activities and meetings?	Yes