

# NC STATE UNIVERSITY

## Raleigh, North Carolina Request for Proposals (RFP)

### #63-KGS974659 - Internet Service Provider (ISP) Services - Non-University Tenants on campus

For internal administrative processing, including tabulation of proposals for posting to the [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 with the new portal 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.**

<b>Federal ID Number or Social Security Number:</b>	
<b>SUPPLIER NAME:</b>	
<b>DATE:</b>	

# NC STATE UNIVERSITY

## REQUEST FOR PROPOSALS (RFP)

**RFP # 63-KGS974659**

**TITLE:** Internet Service Provider (ISP) Services - Non-University Tenants on campus

**USING DEPARTMENT:** Communication Technologies

**ISSUE DATE:** November 2, 2023

**DUE DATE:** **2:00 pm, Thursday, December 21, 2023**

**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 pm, Thursday, December 21, 2023** for furnishing services described herein.

**Proposals must be submitted electronically at:**

<https://ncsu.bonfirehub.com/opportunities/111921>

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 Department  
Email: [kgshelto@ncsu.edu](mailto:kgshelto@ncsu.edu)

<b>NOTE: Questions concerning the RFP requirements must be submitted in writing</b> via email to <a href="mailto:kgshelto@ncsu.edu">kgshelto@ncsu.edu</a> , <b>Subject Line: RFP #63-KGS974659 - Questions</b> , no later than <b>5:00 P.M. on Wednesday, November 29, 2023</b> . 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	Vendor Question
RFP Section, Page Number	Vendor question ...?
	Insert rows as needed

## **1. INTRODUCTION: PURPOSE AND BACKGROUND**

NC State University Communication Technologies Department (hereafter referred to as University) seeks proposals from qualified suppliers to provide high quality customary internet service provider (ISP) services and related communication services to meet the diverse needs of non-University tenants on the University's campus located in Raleigh, North Carolina. Up to two suppliers will be chosen.

The selected supplier(s) will be awarded the status of Preferred Service Providers (hereafter referred to as PSP). The University houses a significant number of international corporations, government agencies, and businesses as non-University tenants on the campus. While most of these tenants are located on the University's Centennial Campus, some occupy spaces in other campus buildings. Most non-University tenants locate on campus to form partnerships with the University, which has long been a leader in science and technology research and development. The University seeks suppliers who can provide the highest levels of ISP services for this high-tech community. Tenants range in size from a single person office up to a headquarters building with hundreds of employees.

### **Background**

Located on a 1,100-acre tract of land on the southern end of the NC State campus in Raleigh, NC, Centennial Campus (<http://centennial.ncsu.edu/>) is a mixed-use community dedicated to high-end research and development activities, which are synergistic with, and add value to, the core mission of the University. Home to over 70 private companies, federal and state government agencies, Centennial Campus is expected to continue growing during the term of any resulting contract. The Centennial Biomedical Campus is a 200-acre tract of land on the western end of the University campus, adjacent to the University's College of Veterinary Medicine. It is anticipated that the number of non-University groups located there will continue to grow during the term of any resulting contract. Note that some buildings are owned by the University while other buildings are owned by private developers.

Many non-University tenants on the Centennial and Centennial Biomedical campuses are decidedly high-tech and may require high-end ISP and related services. Given the technical, research and development emphasis of the campus, the University remains committed to assuring that they have access to the finest services available. In addition, other non-University tenants occupy spaces on the 800-acre Main Campus, primarily providing services to students.

**\*Note:** In 2021, the University selected a private developer to build numerous multi-tenant buildings on the north end of Centennial Campus. This specific area, known as The Innovation District, is excluded from this RFP. The Innovation District will not use the PSP program.

## **2. CONTRACT PERIOD**

The term of any resulting agreement shall be for a period of three (3) years from date of award. At the University's option, and under the same terms and conditions, the contract may be extended for two (2) additional one (1) year periods, not to exceed a total contract period of five (5) years. Anticipated start date is March 1, 2024.

Any resulting contract shall consist of this RFP, the selected suppliers' proposal response and a letter of award to the selected supplier(s).

Renewal shall be automatic unless written notification is given at least sixty (60) days prior to the end of any included term or option period. Notice by either party of conditions deemed to be in breach of the contract agreement shall be provided in writing prior to any other action being taken. Either party will be permitted a thirty-day cure period to rectify any conditions in breach of contract for which written notification has been received. In the event of a breach of contract not corrected within the thirty (30)-day grace period, the University's remedies shall include, but are not limited to, cancellation of the remaining term of the contract and/or initiation of contract negotiation with other service providers.

### **3. SCOPE OF WORK**

#### **3.1 General**

1. Target population: The population to be served is non-University tenants located on the campus in Raleigh, North Carolina. University tenants shall continue to receive network and other information technology services from the University, and are not included in the scope of this RFP. The resulting multi-service system will be operated separately but will be overlaid on portions of the same physical infrastructure. The determination of University tenant and non-University tenant designations will reside with the University.
2. Considerations: PSP's will be granted certain considerations that will not be afforded to other service providers who may choose to compete for business on campus. The University has considerable control over key parts of the physical infrastructure and the up-front marketing. The University is therefore in a position to grant exclusive considerations that will give PSPs considerable marketing and business advantages. These considerations are outlined in the *University Contributions* section of this document. However, the University cannot guarantee the delivery of customers or be held liable for failure of tenants to employ a PSP's services. The PSP's must offer the highest quality services with competitive pricing to secure the business of campus tenants.
3. Copper-based services: AT&T (the local ILEC) is currently providing telephone and other copper-based services on campus. Contracts with PSP's shall not replace AT&T-provided copper-based services. However, there is also no restriction against PSP's providing telephone and other services traditionally delivered via copper cabling.
4. OSP Cables: PSP's shall deliver tenant services using University-owned fiber optic cables. Note: AT&T has installed copper, twisted-pair cabling in the University's underground ductbank system to support traditional telephone services and copper-based data services. AT&T will be permitted to continue to install and use this cabling accordingly. Except for the PSP-owned fiber installed from off campus to the CMDF, neither PSP's nor tenants will be allowed to install new cables of any type in the University ductbank system. These decisions have been made in response to the need for judicious capacity management of the University's finite outside plant physical infrastructure resources.
5. Riser Cables: It will be the responsibility of the individual tenant, working with the PSP's (and building owners), to install riser cabling from the BDF in each building to the tenant's suite. There are no restrictions on the quantity and type of riser cables that may be installed. Typically, these cables will be terminated on the wall of the BDF or in the PSP's rack. Installation of riser cabling will be subject to restrictions imposed by the building owner regarding: conduit requirements, cable routing, wall/floor penetrations, etc.
6. Demarcation authority: The University maintains authority over all Building Distribution Frame (BDF) rooms and demarcation points to assure appropriate use of University resources and the highest standards of technology installation.
7. Geographic restriction: This RFP only applies to tenants located on the Main, Centennial (excluding The Innovation District), and Centennial Biomedical campuses, and University properties contiguous with those campuses. It does not apply to any University properties located elsewhere.
8. Subcontracting: PSP's may subcontract, but no more than fifty percent (50%) of the work or services required by this RFP. In all such cases, the PSP remains liable for compliance with the terms of this RFP and assumes total responsibility for the subcontractor's end-product. The PSP shall make the interface between itself and any subcontractors appear seamless to both the University and the tenants receiving the services.
9. University sponsored services: The University retains the right to offer and provide any ISP and related services to non-University tenants on Centennial Campus. This includes connectivity to the MCNC (NCREN) network. Services offered and rates charged for University-provided or MCNC-provided services do not affect and are not affected by this RFP.

10. Grandfathering: The University will allow PSP's to continue to provide services indefinitely to any tenant currently being served by the PSP at the termination of the contract resulting from this RFP as long as the tenant occupies space at the original street address. However, the PSP's will not be allowed to add new customers after the contract period ends. The current PSP will be required to provide a detailed list of current customers (with locations and point-of-contact information) within thirty (30) days of the termination of any resulting contract. Failure to do so will result in the University working with those customers to obtain services from one of the new PSP's at the earliest practical date, and will impact the consideration of that PSP in future RFPs related to PSP services. Similarly, there may be tenants that are already being served by PSPs from a previous contract when the contract resulting from this RFP starts. These former PSP/tenant relationships will be allowed to continue indefinitely.
11. Coordination: Each PSP shall coordinate installation of all equipment and hardware with the University's ComTech Office. This includes rack and equipment installation in the CMDF as well as installation of demarcation point equipment in the BDF's. The PSP will be required to coordinate location for terminations of riser cables in the BDF's with ComTech.

### 3.2 Qualifying Criteria

1. Access to CMDF: In accordance with the University contributions described in Section 3.5, each PSP will be required to provide connectivity from their network to the Centennial Main Distribution Frame (CMDF) in order to serve potential customers across campus. The PSP may provision this connectivity by installing their own fiber optic cable, or by acquiring fiber-based connectivity via another carrier who already has fiber installed from their respective network to the CMDF. However, for resiliency purposes, preference will be given to suppliers proposing to install their own fiber.
2. Web-enabled customer service: All PSP's shall have appropriate, technologically up-to-date, customer-centered Web access for services offered to non-University tenants. This includes, but is not limited to, the services associated with the criteria listed below. This shall include online marketing support as well as online technical support. Proposal responses shall include a detailed description of web-enabled resources and services. It is strongly preferred that the PSP will provide a web page specifically geared to non-University tenants on campus. If promised, such web page must be active and fully functional within sixty (60) days of award of this RFP.
3. Marketing support: All PSP's shall have personnel available to assist in making marketing presentations to existing and prospective tenants. Such presentations shall generally be during the normal business day and will take place on the University campus. Such assistance may be requested on relatively short notice and may include explanations of the services provided, answers to technical questions, and comparisons with services available at other Triangle-area commercial properties. All requests from prospective tenants for proposals, estimates, or other information must receive timely responses since they are closely linked to the prospect's location decision. PSP's shall provide a single point-of-contact for any resulting contract to provide information to tenants, prospective tenants, and University staff. The PSP must notify the University of any change in the point-of-contact within 10 (ten) business days of the change throughout the life of any resulting contract.
4. Technical support: All PSP's shall provide technical support at a level customary for top-tier ISP's including the following:
  - a. PSP's shall possess the staff, resources and commitment to ensure that any problems occurring with services will be resolved in a manner consistent with the expectations reasonably applied to a top tier of service providers. Generally, unscheduled and announced downtimes in core services shall be in the order of five (5) minutes per year.
  - b. PSP's must operate a 24 x 7 help desk that provides both telephone and e-mail (or web-based ticket) support on all access and service options for which there is a

continuing support commitment.

- c. PSP's shall have a field service operation that provides on-site customer support. Tenants shall be offered stated support commitments (or options, if available at varying costs). Examples of this would be: 4-hour response, next business day response, etc.
- d. Tenants shall be provided with a service agreement outlining service commitments and identifying procedures for getting problems resolved and questions answered. Tenants shall be provided full information as to the terms and conditions associated with all services received.

### **3.3 Services Provided**

1. Commodity internet: PSP services shall include commodity internet access provided through the ISP's facilities. The ISP's internet access shall provide the capability to ensure that it does not introduce bottlenecks or latencies versus the normal commodity internet as a whole.
2. Typical services: PSP services may include telephony, web hosting, storage, and other services comparable to those offered by other large ISPs to commercial and government customers.
3. Low speed / lower cost services: For smaller tenants, the PSP services shall include internet access offerings with speeds and costs comparable to those available for small office/home office (SOHO) customers in the Raleigh area. Note that the PSP shall provide these services using the University's fiber infrastructure as outlined above. The PSP will not be permitted to install cables of any kind in University ductbanks or direct-bury any cables on campus.

### **3.4 Charges for Services**

1. Charges: PSP charges for services (initial, monthly, options) to tenants by the selected suppliers will be as mutually agreed between the two parties. The tenants will contract directly with the PSP for all services. PSP's may offer discounts to specific tenants as they see fit. Specific information regarding rate structures for typical internet services in place at the time of issuance of this RFP shall be submitted as part of this proposal. It is understood that these rates are subject to change within the term of this contract. Changes in standard rates during the contract term shall be communicated to the University. While charges for services will be considered in the evaluation of this RFP, they will not be used as the primary criteria for a decision for selection of PSP's.

### **3.5 University Contributions**

The University seeks to facilitate the delivery of high-quality and fairly priced services to non-University tenants on campus. Therefore, the University will contribute the following value-added resources and services to successful suppliers for the duration of the contract and thereafter, as the University deems such a continuance appropriate and beneficial. Except as stated below, there will be no recurring or non-recurring charges to the PSP for use of University resources:

1. Entry conduit: A conduit pathway (1½ inch minimum) in the existing concrete-reinforced ductbank from the first manhole located adjacent to a public street bordering the campus. These manholes are located near the following intersections: Avent Ferry Rd/Varsity Dr, Centennial Pkwy/Oval Dr, Centennial Pkwy/Nazareth St, and Nazareth St/Western Blvd. The above pathway extends to the CMDF (located in the Partners I Building at 1017 Main Campus Dr). The above conduit pathway shall be used as a service entry only. PSP's may install and maintain their own cable using this path. Note that University will endeavor to provide an empty 1 ½" conduit along the entire route, but the PSP may be required to overpull their cable with other existing cables in a larger (4") conduit if no dedicated conduit is available.
2. MDF space: Space for one 7-foot tall equipment rack in the CMDF for PSP equipment. The

University will provide electrical power receptacles above the PSP equipment rack as needed. These receptacles will be connected to the backup power generator serving that MDF. PSPs are required to provide their own UPS, and may not plug equipment into any University UPS.

3. Building entry fiber: Two single-mode fiber pairs between the CMDF and all buildings on campus that house non-University tenants. These fiber pairs will be used in providing tenant services. The University will install and maintain these fiber pairs at no cost to the PSP. Additional fiber pairs may be available for lease, but will be charged to the PSP at a rate of \$846.00/month/pair. This rate is subject to change. However, rates will not be increased for fiber pairs already leased to the PSP. Each fiber pair has or will be tested to ensure that the maximum signal attenuation will not exceed 7dB between the CMDF and any building's BDF. No Service Level Agreements (SLAs) will be issued by the University to the PSP regarding these fiber pairs. This is due to the fact that typically the University is using fiber pairs in the same cable sheath to support connectivity to University groups and has a vested interest in restoring services due to a cable cut of similar outage.
4. BDF space: Space equivalent to half of a 7 foot tall x 19 inch wide two-post rack (22 RUs) in each Building Distribution Frame (BDF) room for PSP equipment. The University will provide electrical power receptacles of the type requested by the PSP in the BDF. Typically, these receptacles will not be on a circuit dedicated for that particular PSP's equipment, nor will they typically be on a circuit fed by a backup power generator.
5. Other advantages: In addition to the direct contributions of infrastructure assets outlined above, PSPs may receive other less tangible but potentially valuable advantages. PSPs will enjoy a distinct marketing advantage with campus tenants. The University will refer new prospects and tenants to PSPs for services. PSPs may receive positive market exposure on a broader scale as well. The marketing and national visibility (via articles, presentations, seminars, etc.) of NC State University (particularly Centennial Campus) may include references and descriptions of tenant ISP access capabilities, and this exposure should reflect favorably on the PSPs.

#### **4. SUPPLIER QUALIFICATION/EXPERIENCE REQUIREMENTS**

Proposing suppliers shall be normally engaged in the business of providing ISP and related services to commercial properties similar in nature and scope to those requested herein. Proposing suppliers shall have a minimum of three (3) years of experience and demonstrated capabilities in providing these services similar in nature and scope. The proposal response shall clearly demonstrate the required qualifications, expertise, competence and capability of the supplier.

Please complete the reference page below by providing a list of three (3) verifiable client references of similar scope and industry, all of who are able to comment on your organization's related experience. References provided shall demonstrate this experience. It is the proposing supplier's responsibility to provide valid reference information, and the University reserves the right to use reference check responses in its evaluation of proposals. The University may also use its direct knowledge and experience with specific suppliers in the evaluation of proposals.

#### **5. SUPPLIER PROPOSAL RESPONSE**

The following information is required in response to this RFP. Failure to adequately provide specific information that can be effectively evaluated by NC State may disqualify a manufacturer's equipment from consideration.

**At minimum, the proposal response shall include the following:**

1. A **detailed** technical proposal addressing **Sections 3 and 4**. Responses shall be numbered corresponding to the numbered items in this RFP. Responses for services being proposed shall be sufficiently detailed to clearly identify what is being offered, how it will be delivered, and under what terms and conditions it is being offered. Note any requirements you have, and any assumptions being made which impact your proposal.

2. Completed Cover Page with Firm Name and Tax ID#
3. Completed Reference Page
4. Completed and Signed Execution of Proposal Page
5. Cost Proposal (Section 7)
6. Certificate of Insurance (see Terms and Conditions for required coverage, Item #19)
7. Any applicable RFP addenda issued subsequent to this RFP.

Failure to respond with clarity and adequate detail, including appropriate supporting documentation, may result in rejection of the entire proposal. Incomplete proposals will not be considered for award. The University seeks PSPs who will provide campus tenants with ISP and related services that are competitive with the best of services available anywhere.

## **6. CRITERIA FOR EVALUATION AND AWARD**

All proposals will be evaluated according to the following:

**SCREENING CRITERIA:** Complete proposal response (as 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 and proof of insurance demonstrates existing coverage meeting required minimum limits. Incomplete responses will not be considered further.

Proposals meeting the screening criteria will then be further evaluated by the following weighted criteria in order to select the PSP demonstrating the **best overall value** to the University and its non-University tenants:

### **60% Proposal Response**

The proposal response to Section 3, Scope of Work indicates a clear understanding of the required services and the methods proposed will satisfy the needs of the tenants as described in Section 3. Qualifications and Capacity: Stated experience and apparent overall capability as demonstrated in the proposal response meets the requirements outlined herein.

### **30% References**

Clients similar in nature and scope verified by references, and references report work performed in a satisfactory or above level of work. This also includes the University's direct knowledge and experience with specific suppliers.

### **10% Cost to Non-University Tenants**

Cost proposals are evaluated based upon the number and type of services offered, the lowest available rates, the shortest available terms, and the mean cost over an average 5 year term for fiber internet access at comparable speeds taking into consideration any detractors such as start up and cancellation fees. Points will be awarded based upon the overall best value to the customer as follows:

- 1-3 points - Poor Value
- 4-7 points - Good Value
- 8-10 points - Better Value

**\*Note:** The right is reserved to accept other than the lowest price as may be determined to serve the best interest of the University and the customer.

## **7. COST PROPOSAL**

There shall be no cost to the University for these services other than any costs associated with Section 3.5 University Contributions.

The proposal response should include detailed cost information for each business class offering for the tenants. Include any applicable early termination, accelerated installation or other miscellaneous costs.

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REFERENCES

RFP # 63-KGS974659

COMPANY NAME \_\_\_\_\_

**REFERENCES**

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

<b>#1</b>	<b>Company Name:</b>	
	<b>Company Full Address:</b>	
	<b>Contact Name:</b>	
	<b>Email Address:</b>	
	<b>Telephone Number:</b>	

<b>#2</b>	<b>Company Name:</b>	
	<b>Company Full Address:</b>	
	<b>Contact Name:</b>	
	<b>Email Address:</b>	
	<b>Telephone Number:</b>	

<b>#3</b>	<b>Company Name:</b>	
	<b>Company Full Address:</b>	
	<b>Contact Name:</b>	
	<b>Email Address:</b>	
	<b>Telephone Number:</b>	

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

**EXECUTION OF PROPOSAL**

DATE: \_\_\_\_\_

**RFP #63-KGS974659**

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.
- NA** 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 \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

CITY AND STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ Cell \_\_\_\_\_

BY \_\_\_\_\_ TITLE \_\_\_\_\_

(Signature)

\_\_\_\_\_ E-MAIL \_\_\_\_\_

(Printed Name)

**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:** 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/111921>.  
  
Request for Proposals (RFP) directions are advertised at The State of North Carolina Interactive Purchasing System (IPS) [www.ips.state.nc.us](http://www.ips.state.nc.us). 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.
3. **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.
4. **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.
5. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and 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.
6. **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.
7. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
8. **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.
9. **ELABORATE PROPOSALS:** 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 visit <https://ncsu.bonfirehub.com/opportunities/111921> for specific submission instructions.
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 Interactive Purchasing 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 RFQ 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) (<http://www.access-star.org/ITI-VPAT-v1.2.html>) 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 or change 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 performance bond or other acceptable alternative guarantees from 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.

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 any act of war, hostile foreign action, nuclear explosion,

riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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 it 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:
  - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - b. 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:
- a. Worker's Compensation - The contractor shall provide and maintain Worker's 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.
  - b. 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).
  - c. 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/under insured 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.

“Principals” 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 shall have access to persons and records as a result of all Agreements entered into by the University in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.

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.