

NC STATE UNIVERSITY

Raleigh, North Carolina Request for Proposals (RFP)

#63-KGS976946 - Child Care Services

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.**

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

NC STATE UNIVERSITY

REQUEST FOR PROPOSALS (RFP)

RFP # 63-KGS976946

TITLE: Child Care Services

USING DEPARTMENT: Human Resources

ISSUE DATE: January 3, 2024

DUE DATE: 2:00 pm, Monday, February 19, 2024

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, Monday, February 19, 2024** for furnishing services described herein.

Proposals must be submitted electronically at:

<https://ncsu.bonfirehub.com/opportunities/117425>

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

NOTE: Questions concerning the RFP requirements must be submitted in writing via email to kgshelto@ncsu.edu. **Subject Line: RFP #63-KGS976946 - Questions**, no later than **5:00 P.M. on Wednesday, January 24, 2024**. 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

North Carolina State University Human Resources department (hereafter referred to as NC State) seeks proposals from qualified child care suppliers (hereafter referred to as provider) to provide child care services for a University (employer) supported subsidy program for qualified and active full-time (0.75 FTE or greater) faculty, staff, postdocs and house officer's children (infant to pre-kindergarten) to attend a North Carolina licensed, 3-star rating and above, child care center.

North Carolina State University is a leading public research university located in Raleigh, NC, and the largest public university within the UNC system schools. Our previous child care program transitioned from offering an on-site center to an external vendor. The university seeks an external child care provider within the Raleigh-Durham metropolitan area (all within 30 miles of NC State) to provide child care services for our employer-sponsored child care subsidy program.

2. CONTRACT PERIOD

The term of any resulting agreement shall be for an initial period of five (5) years. Contract to be implemented no later than July 1, 2024. At the option of NC State and subject to annual review of the program, NC State reserves the right to renew for five (5) additional one (1) year periods, not to exceed a total of ten (10) years, June 30, 2034.

NC State reserves the right to terminate the term of any agreement prior to the expiration of the contracted term if the selected provider is not performing to contracted standards. NC State also reserves the right to terminate the agreement with the selected provider prior to the contracted term should any contracted center's license be revoked or the star rating drops below 3 stars as governed by the state of [North Carolina Department of Health and Human Services](#) (hereafter referred to as state of NC DHHS).

3. SCOPE OF WORK

The selected provider shall seek to maintain or gain the current family partnerships, curriculum, and program practices, as well as implementing ongoing enhancements to continuously improve the overall program.

3.1 The Provider shall establish a joint partnership with NC State, enabling both parties to collaborate on communication, reporting, and any child care concerns that may or may not arise. NC State's child care project director or manager will formally meet with the selected provider at least quarterly to assess the operations and progress of the NC State child care goods and services. NC State will appoint its project manager of childcare benefits as the primary contact for regular communications with the Selected Provider.

3.2 Tuition Subsidy Program

Subsidized Spaces (as defined below) at the Selected Provider's child care centers open to the public in the Raleigh-Durham metropolitan area (all within 30 miles of NC State) (each, a "Tuition Subsidy Center") may be enrolled and used for primary care, on a first-come, first serve basis by children of NC State Eligible Employees. An "Eligible Employee" means any full time faculty-staff (0.75 FTE or greater) and PostDoc/House Officers. A "Subsidized Space" shall mean the capacity to accommodate one child in an age-appropriate classroom at the Tuition Subsidy Center.

NC State will be responsible for the difference between the Community Tuition Rate at the Tuition Subsidy Center and a discounted rate available to Eligible Employees that shall be calculated by reducing the Community Tuition Rate by the applicable Percentage Subsidy (the difference in rate being the "Tuition Subsidy"); provided, however, that the total Tuition Subsidy paid for all Eligible Employees during the annual Contract Term including administrative fees shall not exceed Two Hundred Thirty Thousand and Zero Dollars (\$230,000.00). The Administrative Fee shall be invoiced in twelve (12) equal monthly installments.

"Community Tuition Rate" shall mean the tuition rate charged by the child care provider to the general public. "Percentage Subsidy" shall mean the percentage reduction applied based on the employee's family income as verified by the selected provider. Percentage Subsidy shall include an eleven percent (11%) reduction for Eligible Employees with household incomes of greater than or equal to

\$70,000 annually and a thirty-five percent (35%) reduction for Eligible Employees with household incomes less than \$70,000 annually. The Community Tuition Rate is subject to annual increase at the applicable Tuition Subsidy Center rate. The child care provider shall invoice NC State the amount of the Tuition Subsidy on a monthly basis based on actual Eligible Employee enrollment counts at Tuition Subsidy Center. The provider shall communicate with NC State in advance of any tuition rate changes with a minimum of forty-five (45) days prior to the effective date of any such tuition rate change. The Provider shall provide monthly financial reports and invoicing to NC State within the first (1st) week of the following month.

The selected provider should include all available centers located within 30 miles of the [NC State campus](#) to be available to benefit-eligible NC State staff, faculty, and postdocs and house officers who are parents or legal guardians of the child- or children needing care. The selected provider should also provide a separate list of available centers within the State of NC.

The selected provider must:

1. Ensure NC State approved eligible families receive the appropriate subsidy.
2. Verify eligibility with the NC State project manager or project director.
3. Verify family household income with NC State or NC tax documents.
4. Verify family households who receive the higher subsidy annually via tax returns.
5. Communicate any income or eligibility concerns with NC State families.
6. Communicate to NC State families that any subsidy received while ineligible, (i.e. no longer employed by NC State or a reduction in hours to below full-time), must be credited back to NC State no later than the month following NC State's notice of ineligibility to the selected provider.

3.3 The provider shall follow quality program standards as identified by the National Association for the Education of Young Children (NAEYC). NC State prefers that the Center achieve [NAEYC accreditation](#), but recognizes that many of NAEYC's staffing requirements may make accreditation difficult to obtain due to a center's size. The Provider must be willing to implement NAEYC-level quality standards from the onset of operations and to take all reasonable steps to apply for and obtain this accreditation. In the event that an adequate budget or business plan cannot be developed to support the rigorous staffing requirements outlined by NAEYC, NC State will work with the Provider to identify alternate means of evaluation for quality standards.

NC State seeks a childcare provider whose services and programming meet the following criteria:

1. Provide a safe, healthy and responsive environment.
2. Ensure the optimal physical, social, emotional and intellectual development of each child.
3. Assist each child in the development of positive self-worth through personal success and positive reinforcement.
4. Provide representation of children and adults of different ethnicity, ages, cultures, languages, socioeconomic groups and abilities through enrollment, hiring and programming.
5. Align with NC State's Mission and Vision Statements and values, <https://leadership.ncsu.edu/university-mission/>.

3.4 The selected provider shall accommodate and value cultural differences and build children's pride in their families and cultural heritage. The Centers of the selected provider shall continually monitor and enhance the program to maintain a healthy balance in programming diversity. The selected provider shall provide programs that will be positive factors in employee relations contributing to the selected provider perceived by NC State's employees as responsive to their needs for child care services.

3.5 Each Center shall have clear provisions for effective parent/staff communication. A "Parent Policies" and "Parent Handbook" shall be provided and continuously updated. The selected provider must have clear communication guidelines for centers to communicate any income or eligibility concerns with NC State families.

3.6 Each Center shall support parents' lives and enable their involvement, rather than limiting their efforts to be involved in the Center. Opportunities such as the ability to bring and eat lunch with children shall be included in the operation of the Center except when health concerns or restrictions by the State of NC DHHS limit these instances.

3.7 The Selected Provider shall work in collaboration with NC State to market the available centers to campus employees with direction from the program manager. A child care branding or logo for NC State may be used for promotions by the selected provider. The university is sole owner of its name and all its trademarks, marks and logos. This agreement allows (the selected Provider) to use the university name and trademarks to market its services to university employees only with prior written approval for each specific use. Requests for approval shall be submitted to brand@ncsu.edu and shall clearly demonstrate how the name and or marks are to be used in each specific use.

3.8 The selected provider will make use of other resources in the community, such as schools, social service organizations, and community health agencies to assist families as needed.

3.9 Center Staff:

One of the most important factors with a new agreement is the continuance of the quality of the center, with critical emphasis placed on the retention of the center's valued teaching staff and administrative team. A highly qualified staff shall be employed. The Selected Provider will employ staff/teachers who meet the qualifications as identified by NAEYC and the state of North Carolina. The selected provider should meet or exceed all requirements to establish or continue accreditation including teacher/child ratios and group size. The selected provider must ensure all centers maintain a continued 3-star rating or higher. The director, teachers, and other staff are employees of the provider and not of NC State.

The Provider shall provide annual in-service training for its employees including CPR and first aid training. Specific training on security measures and precautions should be included. Background clearances, health clearances, drug screenings, and safety checks must be conducted on all centers employees.

3.10 Facility

The selected provider will ensure that each center maintains an environment and equipment in a manner conducive to the children's health, safety and comfort. The selected provider must offer ample space for children's active play and exploration. The centers must offer safe and well-lit parking for ease in parent pick-up and drop-off. The selected provider will provide verbal notification to NC State immediately upon any hazardous event(s) that affect the safety of the children enrolled at the centers.

3.11 Provider Requirements

All proposing providers shall demonstrate mastery of and adherence to all federal, state, and local regulations and NAEYC accreditation guidelines pertaining to operation of child care service centers. Proposing providers must submit licensure and any relative certifications.

3.12 Risk Management and Quality Assurance

The selected Provider will evaluate their existing policies and procedures, developing and implementing any supplemental policies/procedures as appropriate to effectively protect the health and well-being of children, families, and staff. The Provider must ensure that the physical health and safety features of the environment conform to local, state, and federal requirements. The Provider will keep the facility in a clean and safe condition, and will protect children against the danger of fire, smoke, injury attributable to the environment, electrical hazards, and the spread of disease and infection. The Provider shall provide NC State verbal notification within one (1) hour upon learning of serious incident(s) or hazard(s), and provide written notification within twenty-four (24) hours of any investigations or citations by local state, and/or federal authorities. The child care provider will maintain appropriate records, licensure, and liability insurance as required by State and Federal laws.

4. SUPPLIER QUALIFICATION/EXPERIENCE REQUIREMENTS

4.1 Executive Summary

Provide an executive summary for your proposal to manage child care services for a NC State University (employer) supported subsidy program for qualified and active full-time employees children (infant to pre-kindergarten) at available locations within 30 miles of the NC State campus in Raleigh, NC.

4.2 Qualification/background of Provider

A. Corporate Information and Background

1. Describe your organization's culture, including your mission statement.
 2. Describe your organization's philosophy, goals, and approach to child care and child development, and explain how you accomplish those goals.
 3. Describe your organizational structure/ownership. Is your organization a subsidiary of another company? If so, you must provide the name of the parent company and a brief description of the other entities the parent company oversees.
 4. Describe the qualifications and history of the leadership team of your organization, and detail the roles they play in creating partnerships, centers, programs, etc.
 5. Describe the community involvement initiatives supported by your organization.
 6. Describe your licensing procedures.
 7. Describe your responsibilities for and approach to center administration, staffing, and recordkeeping.
 8. Provide evidence of a consistently high-quality health and safety history.
- B. Qualifications and Experience
1. Describe your experience with employer-sponsored child care and your specific experience working with clients in the higher education industry and in relevant markets.
 2. Describe your experience with accreditation as defined by the National Association for the Education of Young Children (NAEYC), including the number of centers your organization operates that are accredited. If not accredited by NAEYC, provide plans to have the NC State center accredited by NAEYC.
 3. How many dedicated, employer-sponsored child care centers (where the Provider is compensated for their services and/or at least received in-kind services) does your organization currently manage? Provide a listing and/or partial listing of employer-sponsored centers that are similar to the proposed project, highlighting those centers operated for clients in a corporate, governmental or higher education. Your listing should contain the employer sponsors' names and the centers' locations (city and state).
 4. Describe your approach to and experience with managing more than one site for a single organization. Provide a list of at least two organizations where you provide paid management services for two or more centers for that client. Provide a brief description of those services.
 5. You must provide a separate list of all available locations in the state of North Carolina. This may, in the future, be a consideration for our NC State Extension employees located throughout the State of NC.
- C. Client Relationships
1. Describe your expertise in supporting the client relationship. Include in your description the systems and/or mechanisms that are used by your organization to facilitate active client involvement and monitoring of the center. Identify the primary person(s) within your organization who would be responsible for the relationship and the number of other client accounts for which they have responsibility.
 2. Describe the technical reporting systems and processes utilized by your organization to communicate center-specific information to the employer sponsor and provide examples of these reports. Include in your description the frequency in which reports are provided.
 3. Describe your process for determining and maintaining client satisfaction.
 4. Describe the resources your organization offers to NC State that maximize the value of this potential partnership to NC State.
 5. Provide three client references by completing the attached reference page below. You must include at least one (1) reference from a client who has transitioned the management of its child care center to your organization, one (1) in a similar industry, and one (1) for whom your organization manages a comparably sized program.

4.3 Center Operations

- A. Center Development
1. Provide the names, titles, and qualifications of your center development team, and describe their roles in the development of the center.
- B. Customization of Services
1. Describe your approach to developing customized services and child care options

within each employer-sponsored center. Provide examples of creative responses your organization has developed and implemented to meet specific operating or business needs of your clients.

2. Describe the range of services your organization is able to offer to clients.

C. Program/Curriculum

1. Describe your educational program and include in your description any ancillary programs that your organization may provide. Detail any additional cost related to the education program parents will be expected to incur should they elect to have their children participate in these programs (i.e. math, phonics, science, etc.).
2. Describe how your program ensures that the needs of individual children are being met.
3. How does your organization measure the success of your educational programs? Include in your response data that your organization has collected regarding the success of children graduating from your programs.
4. Describe how you incorporate technology into the children's program.

D. Parental Involvement, Communications, and Marketing

1. Describe how your organization encourages and supports parental communication and involvement in the centers operated by your organization.
2. Explain your methods for maintaining and assessing parent satisfaction. If surveys are regularly completed to measure parent satisfaction, you must include results for the last two years.
3. Describe techniques and resources used by your organization to gain and maintain enrollment.

4.4. Center Staff

A. Recruitment, Screening, and Retention

1. Describe your approach for transitioning and retaining the center's existing staff in the post-pandemic era.
2. Describe how you collect or gain employee feedback to maintain a great place to work?
3. Describe your approach to recruiting and screening qualified future staff.
4. Provide a position description, including qualifications, for positions proposed for the center.
5. Describe your organization's training programs for center staff.
6. Provide your organization's staff retention rates for managed centers and how this rate is calculated.
7. Describe the programs offered by your organization to support succession planning and career advancement opportunities for center staff.
8. Describe your organization's steps to supporting diversity among employees.
9. Describe the systems your organization has in place to assess center staff satisfaction.

B. Compensation and Benefits

1. Describe how your organization ensures adequate staffing when classroom staff are ill or on vacation/leave.
2. Describe how teachers will be covered for planning time outside of the classroom.
3. Include in your description the percentage of the day your proposed ratios are maintained and how these are ensured.

4.5. Risk Management and Quality Assurance

A. Risk Management

1. Describe your approach to safety and risk management and specify monitoring tools and reporting procedures used by your organization.
2. Describe the systems used by your company to ensure compliance by all licensing and regulatory agencies.
3. Explain how you would respond to, and correct, risk issues when identified.

B. Quality Assurance

1. Provide examples of your performance measures, and how you track and report these measures.
2. Describe systems and specific monitoring tools in place to measure your company's

success in delivering high quality services.

4.6 Financial Information

1. Company Information
 - a. Provide evidence of your organization's financial stability.
 - b. Explain how your organization differentiates employer-sponsored care that you develop and operate from traditional community-based child care. Include in your description how these characteristics may affect the proposed center's financial structure.

4.7 Confidentiality

1. As a general rule, all submissions to NC State University are available to any member of the public. However, all records pertaining to family, financial, and personal health records of the client's employees and their children should be protected as required by State and Federal law. The child care provider will maintain confidential handling of all client's employee and child information utilized to verify and grant subsidy.

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 proposal 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 and how it will be delivered. 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.
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. Center License(s) and/or Certifications
7. Certificate of Insurance (see Terms and Conditions for required coverage, Item #19)
8. 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.

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 Provider providing the best overall value to the department requesting these services:

30% Management Capacity and Demonstrated Performance

Include management and organizational history; organizational chart; child care system management experience; and staff qualifications. Staff retention, screening, training, and recruitment process. Ability to communicate and manage the requirements outlined.

20% Location and Hours of Operation

A comprehensive list of all Child Care centers located within 30 miles of NC State, including their hours of operation and any extended times of coverage. Provide additional available centers located within the state of NC.

20% Qualifications/Experience

Qualifications of the Contractor in general, similar experience, specific experience is similar in nature and scope, and qualifications of personnel proposed to support any resulting contract. History of experience as a leading child care institution.

30% Cost Proposal

Cost scores are calculated by dividing each score into the lowest total cost proposal/proposed solution total cost x 30.

Lowest cost proposal receives all of the 30 available points. The remaining proposals scores are calculated by dividing their cost into the low cost and multiplying that result by 0.30.

EXAMPLE

Supplier A's proposed total cost = 150,000

Supplier B's proposed total cost = \$200,000

Supplier C's proposed total cost = **\$100,000 (lowest total cost proposed)**

Cost scores would be calculated as follows:

Supplier C: $(100,000/100,000) \times 30 = 30$ points

Supplier B: $(100,000/200,000) \times 30 = 15$ points

Supplier A: $(100,000/150,000) \times 30 = 20$ points

7. COST PROPOSAL

The annual Contract Term shall not exceed Two Hundred Thirty Thousand and Zero Dollars (\$230,000.00) including administrative or other fees.

The proposal response shall include the following:

1. Any administrative fees (overhead recovery) for non-center personnel or center support services that have been included in the budgets. You must describe these in detail.
2. Any monthly management fee required to maintain the program at or near current budget projections, maintain/reduce tuition cost for NC State employees, and to offset other operational costs.
3. If the Provider intends to propose either a different contract model type or take on some/all of the financial risk, you must describe how this can be accomplished while maintaining NAEYC standards, and proposed teacher-to-child ratios throughout the day and meeting the required specifications contained in this document

Contractor Name: _____

REFERENCES

OFFERORS MUST PROVIDE THREE (3) REFERENCES FOR CLIENTS WHO HAVE PERFORMED
SIMILAR WORK IN THE PAST THREE (3) 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-KGS976946**

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 forty-five (45) 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 and 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:** 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/>.

Request for Proposals (RFP) directions are advertised at The State of North Carolina Interactive Purchasing System (IPS) 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> 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 forty-five (45) days from the proposal opening. Although the contract is expected to be awarded prior to that time, the 45-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 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/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.

“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.