



# **STATE OF NORTH CAROLINA**

**Richmond Community College**

**Request for Proposal #: 12-2025-01**

**Date of Issue: December 5, 2025**

**Proposal Opening Date: January 13, 2026**

**At 4:00 PM ET**

**Direct all inquiries concerning this RFP to:**

**Dave Belkoski**

**Vice President for Administrative Services and CFO**

**Email: [dabelkoski@richmondcc.edu](mailto:dabelkoski@richmondcc.edu)**

**Phone: 910-410-1806**



## STATE OF NORTH CAROLINA

### Request for Proposal #

12-2025-01

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For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

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Vendor Name

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Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://evp.nc.gov/SignIn>

**STATE OF NORTH CAROLINA**  
**Division of Richmond Community College**

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> <i>Dave Belkoski</i> <i>dabelkoski@richmondcc.edu</i>	<b>Request for Proposal #: 12-2025-01</b>
	<b>Proposals will be publicly opened: January 13, 2026</b>
<b>Using Agency:</b>	<b>Commodity No. and Description:</b>
<b>Requisition No.:</b>	

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:
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STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><b><u>FOR STATE USE ONLY:</u></b> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;"><b>(Authorized Representative of Richmond Community College)</b></p>
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**RICHMOND COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS**

**RFP # 12-2025-01**

**TITLE:** Auditing Services  
**USING AGENCY:** Richmond Community College  
**ISSUE DATE:** December 5, 2025  
**ISSUING AGENCY:** Richmond Community College  
Richmond County

Sealed Proposals subject to the conditions made a part hereof will be received until 4:00pm **January 13, 2026** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

RFP No. 12-2025-01  
Richmond Community College  
1042 W Hamlet Ave  
Hamlet, NC 28345  
Attn: Dave Belkoski, Dewitt Building

IMPORTANT NOTE: Indicate firm name ("Technical Proposal" or "Cost Proposal") (*if applicable*), and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable.

Direct all inquiries concerning this RFP by

**EMAIL ONLY:**

**Dave Belkoski**  
dabelkoski@richmondcc.edu

**NOTE: Questions concerning the RFP requirements must be submitted by e-mail only (NO PHONE CALLS). Questions must be submitted not later than 2:00 P.M. December 17, 2025. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # being modified. It is the vendor responsibility to check the site. (No exceptions)**

**It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

<http://www.pandc.nc.gov/>

**If the vendor have not registered as a vendor in the NC E-Procurement system you must within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).**

## **SCHEDULE OF EVENTS SECTION:**

### **SCHEDULE OF EVENTS**

<b>Release of RFP</b>	<b>December 5, 2025</b>
<b>Questions Due:</b>	<b>December 17, 2025 @ 2:00 PM</b>
<b>Reply Date:</b>	<b>January 6, 2022</b>
<b>RFP Due Date:</b>	<b>January 13, 2026</b>
<b>Time:</b>	<b>4:00pm</b>
<b>Award Date:</b>	<b>Preliminary January 23, 2026, final by February 13, 2026 (pending NC Office of the State Auditor's approval)</b>

## INTRODUCTION

Richmond Community College (RichmondCC) is seeking the Auditing and Reviewing services for its fiscal year ending June 30, 2026. The contract shall commence on February 13, 2026 (Pending State approval), and continue, unless terminated in accordance with this section, until June 30, 2027. Thereafter, unless either party notifies the other in writing at least 90 days before expiration of the initial term, or then the current renewal term, of its intention not to renew, RichmondCC reserves the right to renew for up to two (2) additional one (1) year renewal periods under the same terms and conditions prevailing at the end of the initial term or the immediately preceding renewal term, as the case may be. The College is required to have its financial statements audited every other year, therefore the intent would be to utilize this contract for only 2 of the possible three years (years 1 and 3), unless otherwise required. This renewal will be based on the successful performance of the contractor.

## BACKGROUND

Richmond Community College was established in 1964. RichmondCC is a comprehensive public two-year college serving approximately 9,500 community residents annually and has approximately 500 full and part-time employees in Richmond and Scotland Counties. RichmondCC offers a broad range of college-transfer, associate and technical degree programs.

RichmondCC is part of North Carolina's Community College System (NCCCS), which includes 58 community colleges across the State. As a member of the NCCCS, RichmondCC is required to submit an annual Comprehensive Annual Financial Report (CAFR) to the Office of the State Controller. RichmondCC's financial year-end is June 30. It is preferred that the audit be completed prior to December 31, but required to be completed prior to January 15. The financial statements and associated notes will be prepared by the College. The financial statements are presented in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The most recent audited financial statements were for FY 2023-2024 and contained no findings.

The Richmond Community College Foundation, Inc. is a legally separate not-for-profit corporation and is reported as a discretely presented component unit based on the nature and significance of its relationship to RichmondCC. Its fiscal year-end is June 30. The Foundation is a legally separate, tax-exempt component unit of RichmondCC. The Foundation acts primarily as a fund-raising organization to supplement the resources that are available to RichmondCC in support of its programs. The Foundation board consists of 38 directors and is not controlled by College employees or trustees. No College employee or trustee serves as an executive officer of the Foundation. Although RichmondCC does not control the timing or amount of receipts from the Foundation, the majority of resources, or income thereon, that the Foundation holds and invests are restricted to the activities of RichmondCC by the donors. Because these restricted resources held by the Foundation can only be used by, or for the benefit of RichmondCC, the Foundation is considered a component unit of RichmondCC and is reported in separate financial statements because of the difference in its reporting model, as described below. The Foundation is a private not-for-profit organization that reports its financial statements in accordance with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board (FASB). As such, certain revenue recognition criteria and presentation features are different from the Governmental Accounting Standards Board (GASB) revenue recognition criteria and presentation features. **The audit for the RichmondCC Foundation is not included as a part of this solicitation.**

## SCOPE OF WORK

All items below are for the financial statements for the year ended June 30, 2026.

### 1. Deliverables:

- a. An audit opinion on RichmondCC consolidated financial statements (GASB based financials).
- b. The audit must be conducted in accordance with the auditing standards generally accepted in the United States of America **and** the standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States. Statewide accounting policies are established by the North Carolina Office of the State Controller

### 2. The timing for onsite work for planning and control testing may be negotiated.

### 3. The timing for onsite work for fieldwork may be negotiated.

4. **Due Date:** Audit opinion on RichmondCC's consolidated financial statements issued no later than January 15, 2027.

### 5. Other Required Contract Provisions:

1. The financial statements will be audited in accordance with auditing standards generally accepted in the United States of America. If the organization spends more than \$750,000 in combined federal and/or state financial assistance (e.g., contracts and grants), the audit must also be conducted in accordance with the standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States.

2. The audit scope will include a determination as to whether the financial statements are presented in accordance with the appropriate accounting principles for the organization (i.e., GASB or FASB). The contract shall also acknowledge that statewide accounting policies are established by the Office of State Controller, and thus, apply to the organization.

3. Audit contracts **will** include the following requirement from *North Carolina General Statutes* §147-64.6D:

**"Each audit report prepared for a State agency by a Certified Public Accountant shall itemize the number of hours used in conducting the audit and in preparation of the audit report and the total cost of conducting the audit and preparing the audit report."**

For purposes of consistency, this cost disclosure must be presented **on the last page** and **not as the final note in the Notes to the Financial Statement section** of the audit report. It must be in the following format:

**"This audit required \_\_\_\_\_ audit hours at a cost of \$ \_\_\_\_\_."**

Additional information may be provided in the hours/cost disclosure so long as the above sentence is included.

4. Pursuant to N.C.G.S. § 147-64.7(a)(4), the Office of State Auditor will be permitted to review the audit documentation for the engagement and such audit documentation will be retained for a period of at least three years after completion, termination, or expiration of the contract, or other record retention requirements set by State Archives of North Carolina in the North Carolina Department of Natural and Cultural Resources. Contractor shall make available to the Office of the State Auditor any person, record, or file deemed necessary by the Office of the State Auditor to validate either performance or cost.

5. An electronic copy of all audit reports will be submitted to the Office of the State Auditor at [osa.reports@ncauditor.gov](mailto:osa.reports@ncauditor.gov) and an additional electronic copy will be submitted to the Office of State controller (hard copies are no longer required). The Office of State Controller's policy on *Submission of Audit Reports* is available at: <https://www.osc.nc.gov/1054-statewide-accounting-policy-submission-audit-reports>.

6. 25 hard copies of the audit report will be submitted to the College upon completion, and one electronic copy.

7. Attendance at RichmondCC Board of Trustees meeting to discuss the results of the audit.

**Prohibited Communications:** FROM THE ISSUANCE DATE OF THIS RFP THROUGH THE DATE THE CONTRACT IS AWARDED, EACH OFFEROR (INCLUDING ITS SUBCONTRACTORS AND/OR SUPPLIERS) IS PROHIBITED FROM HAVING ANY COMMUNICATIONS WITH ANY PERSON INSIDE OR OUTSIDE THE USING AGENCY, ISSUING AGENCY, OTHER GOVERNMENT AGENCY OFFICE, OR BODY (INCLUDING THE PURCHASER NAMED ABOVE, DEPARTMENT SECRETARY, AGENCY HEAD, MEMBERS OF THE GENERAL

ASSEMBLY AND/OR GOVERNOR'S OFFICE), OR PRIVATE ENTITY, AND THE COMMUNICATION DISCUSSES THE CONTENT OF OFFEROR'S PROPOSAL OR QUALIFICATIONS, THE CONTENTS OF ANOTHER OFFEROR'S PROPOSAL, ANOTHER OFFEROR'S QUALIFICATIONS OR ABILITY TO PERFORM THE CONTRACT, AND/OR THE TRANSMITTAL OF ANY OTHER COMMUNICATION OF INFORMATION THAT HAS THE EFFECT OF DIRECTLY OR INDIRECTLY INFLUENCING THE EVALUATION OF PROPOSALS AND/OR THE AWARD OF THE CONTRACT. OFFERORS NOT IN COMPLIANCE WITH THIS PROVISION SHALL BE DISQUALIFIED FROM CONTRACT AWARD, UNLESS IT IS DETERMINED THAT THE BEST INTEREST OF THE STATE WOULD NOT BE SERVED BY THE DISQUALIFICATION. AN OFFEROR'S PROPOSAL MAY BE DISQUALIFIED IF ITS SUBCONTRACTOR AND SUPPLIER ENGAGE IN ANY OF THE FOREGOING COMMUNICATIONS DURING THE TIME THAT THE PROCUREMENT IS ACTIVE (I.E., THE ISSUANCE DATE OF THE PROCUREMENT TO THE DATE OF CONTRACT AWARD). ONLY THE DISCUSSIONS, COMMUNICATIONS OR TRANSMITTALS OF INFORMATION AUTHORIZED BY THE ISSUING AGENCY IN THIS RFP OR GENERAL INQUIRIES TO THE PURCHASER REGARDING THE STATUS OF THE CONTRACT AWARD ARE EXEMPT FROM THIS PROVISION.

**Richmond Community College**  
**Audit RFP Frequently Asked Questions**

**1. Does the College have any significant new, anticipated or proposed joint venture projects, agreements, contracts or leases with the Municipalities or other key entities or employers within the county that would impact the planning or risk assessment of the audit for June 30, 2026?**

None known at this time.

**2. In addition to the state, federal, and county funding, does the College have any other major private or foundation based grant revenue sources?** We have multiple grant funds that vary by amount, but they are not typically funded on a recurring basis.

**3. The Richmond Community College Foundation (the Foundation) is to be reported as discretely presented component unit. Will the auditors for the College be provided with timely access to, and support from the financial statement auditors for the Foundation?** Yes, access and support will be available.

**4. Has the College successfully implemented the EAGLE program (Enhancing Accountability in Government through Leadership and Education), under Chapter 143D of the State Governmental Accountability and Internal Control Act?** Yes, we utilize the EAGLE program annually.

**6. The cost amount for providing the most recent audit:** \$23,100.00

**7. Number of professional hours for providing the most recent audit:** 190 billable hours.

**8. During the College's most recent audit, were there any significant issues, or complex transactions that adversely impacted the timely delivery of the audit report? If yes, have such issues or transactions been resolved?** None.

**9. Does the College have any new, proposed or anticipated issues or complex transactions impacting the planning and risk assessment for the audit?** None known.

**10. Does the College have any pending or threatened litigation or known or suspected instances of fraud or defalcation that would impact the planning and risk assessment for the audit?** None known.

**11. Has the College experienced any turnover of its key financial staff, or others with responsibilities for the Datatel, Inc. software products, specifically Datatel Ellucian for its CF (Colleague Finance) component that would materially impact the planning or risk assessment for the audit?** None.

**12. Will the College provide dedicated work space and security for the audit team?** Yes, dedicated, secure space will be available.

**13. Does the College have any significant new, anticipated or proposed joint venture projects, agreements, contracts or leases with the Municipalities or other key entities or employers within the county that would impact the planning or risk assessment of the audit for June 30, 2026?** None known at this time.

**14. Can we obtain a copy of the most recent audited financial statements and management letters?** Yes. Email [btbarbee@richmondcc.edu](mailto:btbarbee@richmondcc.edu) to request a copy

**15. What preparation has been performed for the implementation of GASB 87?** RichmondCC has received guidance from the North Carolina Community College System office regarding GASB 87 and should have no issues implementing GASB 87.

**16. Have there been any internal control deficiencies reported in FY2024?** No

17. Were there any audit adjustments or uncorrected misstatements in FY2024 or FY2022? No
18. Is RCC anticipating the audit to be performed on-site, virtually or a hybrid model? Hybrid, but onsite will be required.
19. What is RCC's preferred timing for audit fieldwork? Periodically, April through September
20. Have there been any changes in your accounting system or software since last year or are changes expected in the near future? No
21. What has prompted for change in auditor? There is no change required for the auditor. The NC State Auditor's office regulations require the audit to be publically bid every 3 years (if not using the NC State Auditor's office to perform the audit)
22. What is the expected timing of fieldwork? Periodically, April through September

<b>FEE PROPOSAL</b>	
<b>SERVICE</b>	<b>FEE</b>
<i>Audit of the financial statements of Richmond Community College for the year ended June 30, 2026</i>	
<b>Total</b>	
<b>2<sup>ND</sup> YEAR OPTIONAL (FY Ending June 30, 2027)</b>	
<i>Audit of the financial statements of Richmond Community College for the year ended June 30, 2027</i>	
<b>Total</b>	
<b>3<sup>rd</sup> YEAR OPTIONAL (FY Ending June 30, 2028)</b>	
<i>Audit of the financial statements of Richmond Community College for the year ended June 30, 2028</i>	
<b>Total</b>	

## THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A proposal conference and/or deadline for written questions is sent (See cover of this for details).
3. Proposals in one original and 2 copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At their option, the evaluators may request oral presentations or discussion with 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.
6. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. The evaluators will randomly select at least three of offeror's references, but the evaluators' reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal. 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 most advantageous to the State.
7. In addition to any other evaluation criteria identified in the State agency's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:
  - a. Total cost to the State
  - b. Level of quality provided by the vendor
  - c. Process capability across multiple jurisdictions
  - d. Protection of the State's information and intellectual property
  - e. Availability of pertinent skills
  - f. Ability to understand the State's business requirements and internal operational culture including (Datatel and other relevant information systems).
  - g. Risk factors such as the security of the State's information technology
  - h. Relations with citizens and employees
  - i. Contract enforcement jurisdictional issues
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

## PROPOSAL REQUIREMENTS

The response to this RFP shall consist of the following sections:

Corporate Background and Experience  
Project Staffing and Organization  
Technical Approach  
Cost Proposal

### 1. Corporate Background and Experience

This section shall include:

- a) An executive summary of the company
- b) Background information on the organization and should give details of experience with similar projects.
- c) A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included and the list shall include all similar contracts performed by the offeror in the past three years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal.
- d) The firm's most recent peer review report and letter of comments
- e) A description of any regulatory actions taken against the firm or key personnel in the last three years.

### 2. Project Organization

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project.

The offeror shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including the personnel's experience with similar projects and the responsibilities to be assigned to each person.

### 3. Technical Approach

This section shall include, in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

### 4. Outsourcing

The Vendor must detail the manner in which it intends to utilize resources or workers located outside of the United States, and the State of North Carolina will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of the State.

For any proposed or actual utilization or contract performance outside of the United States, the offeror's proposal must include:

- a) The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractors.

The State may initiate proceedings to debar a vendor from participation in the bid process and from contract award as authorized by North Carolina law, if it is determined that the vendor has refused to disclose or has falsified any information provided herein.

### 5. Cost Proposal

The Cost Proposal shall be presented in the order indicated below and contain:

Billing frequency and dates  
Personnel costs (including hourly rates and total hours)  
Travel and Subsistence Expenses  
Subcontractor Costs (if any)  
Other Costs (e.g., office expenses)  
TOTAL COST

**COST PROPOSAL/EXECUTION OF PROPOSAL**

By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror can and will provide the specified performance bond or alternate performance guarantee *(if applicable)*.

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within **30** days from the date of the opening, to furnish the subject services for a cost not to exceed \$ \_\_\_\_\_.

OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

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

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

**Will any of the work under this contract be performed outside the United States?**                      **Yes**                      **No**

**(If yes, describe in technical proposal)**

**N.C.G.S. § 133-32 and Executive Order 24** prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)



**ACCEPTANCE OF PROPOSAL**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.**

Unsigned proposals will not be considered.

## 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. CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), 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 vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
- 3. ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- 4. 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.
- 5. 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 solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
  - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
  - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
- 6. COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
  - 7. TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 30 days. Although the contract is expected to be awarded prior to that time, the 30 day period is requested to allow for unforeseen delays.
  - 8. TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
  - 9. 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. . Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the State's purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offerors' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

10. **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.
11. **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.
12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if 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 may not be deemed 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.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State 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.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific 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. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. 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. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors 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 our Internet web site: <http://www.pandc.nc.gov/>.
18. **RECIPROCAL PREFERENCE:** 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.

## **NORTH CAROLINA 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 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 Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency'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 Agency's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency 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 Agency, 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 Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

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

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 State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business

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.

7. **TERMINATION:** The Agency may terminate this agreement at any time by 30 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment

by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.

9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
10. **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 Agency.
11. **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.
12. **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.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State 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 State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **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.
16. **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.
17. **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 \$150,000.00, 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 \$500,000.00 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 \$150,000.00 bodily injury and property damage; \$150,000.00 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.

**18. ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.

**19. 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 Proposals, any addenda thereto, and the offeror's proposal 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.

**20. AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

**21. TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of 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 vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

**22. YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.

**23. GENERAL INDEMNITY:** The contractor shall hold and save the State, 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 State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

**24. OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the 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 State agency responsible for the contract. Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

