

**STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS**

RFP #600279

TITLE: Eliminating Health Disparities Paid Media and General PR Support

USING AGENCY: NC Health and Wellness Trust Fund Commission

ISSUE DATE: March 29, 2006

ISSUING AGENCY: Department of Administration

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m. April 19, 2006**, for furnishing services described herein.

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

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	RFP NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET, ROOM 4062 RALEIGH NC 27603-8002

IMPORTANT NOTE: Indicate firm name "Technical Proposal" or "Cost Proposal" 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 to:

Mildred C. Christmas
State Procurement Specialist
Division of Purchase and Contract
116 W. Jones St.
Administration Building, 4th Floor
<http://www.doa.state.nc.us/PandC/>
Raleigh, NC 27603
919-807-4525
919-807-4509 (FAX)
mildred.christmas@ncmail.net

NOTE: Questions concerning the specifications in this Request for Proposals will be received until April 7, 2006. 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 offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

<http://www.state.nc.us/pandc/>

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

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 posted on the internet via the State's Interactive Purchasing System.
2. A deadline for written questions is set for April 7, 2006.
3. Proposals in one (1) original and eight (8) copies will be received from each offeror in two separate sealed packages - the Technical Proposal and the Cost Proposal. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. **NOTE:** No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. If any cost information is included in the technical proposal and/or if any technical information is included in the cost proposal, the offeror's entire proposal shall be rejected.
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 that date and time the package containing the proposals from each responding firm will be publicly opened and the name of each offeror announced publicly. A notation will also be made whether a separate sealed cost proposal has been received. Cost proposals will be placed in safekeeping until opened at a later date.
6. Technical proposals will be evaluated first.
7. Upon completion of the technical evaluation, the cost proposals of those firms whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each firm will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
8. 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. No additional materials may be added to the proposal or left behind at the oral presentation other than those required by this RFP.

Proposals will be evaluated according to:

1. Completeness, content, and depth of experience with similar social marketing projects in North Carolina.
2. A demonstrated grasp of HWTFC's goals and objectives and the ability to provide the comprehensive services necessary to meet those objectives.
3. Strength of account management capability.
4. A clear capacity to communicate with minority audiences.
5. Experience working in a state government environment.
6. Cost, with a particular emphasis on efficiency.

Each Offeror shall demonstrate in its proposal that the Offeror, its management and employees are experienced and competent and that it has the background and training to perform the services required by this RFP. Award of a contract to one (1) Offeror does not mean that the other proposals lack merit, but that, all factors considered, the selected proposal was most advantageous to the State.

Work previously performed by the Offeror that is related to the requirements of this RFP, including especially any social marketing campaigns conducted in North Carolina may be considered in the evaluation. The Offeror should present the **best** example that demonstrates a capability to develop, implement and manage an awareness and social marketing campaign that addresses specific public health issues. The Offeror should identify any personnel responsible for the past campaign, their role in that campaign, and their proposed role in supporting HWTFC. Offerors should submit materials from **one (1) such campaign that has been fully developed and initiated**. The submitted materials should demonstrate the following:

1. Budget Maximization – The Offeror should provide examples of how they maximized the budget they were working with and how it was accomplished.
 2. Advertising Effectiveness – The Offeror should document the campaign's effectiveness and describe how the effectiveness was measured.
 3. Creative Ability – The campaign should demonstrate the Offeror's creative capabilities.
 4. Samples – The Offeror is strongly encouraged to submit samples of campaign materials. Any such samples shall be at the Offeror's expense by the Offeror's organization. **Any samples provided may remain confidential at the option of the Offeror. Samples should be clearly marked or otherwise indicated as CONFIDENTIAL. Only members of the review panels will have access to this information.**
9. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. 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.

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:

- Total cost to the State
- Level of quality provided by the vendor
- Process capability across multiple jurisdictions
- Protection of the State's information and intellectual property
- Availability of pertinent skills
- Ability to understand the State's business requirements and internal operational culture
- Risk factors such as the security of the State's information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

10. 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.

1.0 INTRODUCTION

The North Carolina Health and Wellness Trust Fund Commission (HWTFC) is seeking the professional services of a full-service social marketing and advertising Contractor to work as a collaborative partner in the development, implementation, management and evaluation of a statewide awareness and social marketing campaign that will serve as a critical component of a preventive health initiative to address health disparities in North Carolina. In addition, the Contractor will, from time to time, be tasked with supporting HWTFC's general need for public relations services, events coordination / promotion, and production of collateral materials. Current initiatives are described on the HWTFC Web site, www.healthwellnc.com.

1.1 Contract Term

The term of this contract will be for three (3) years. The initial term will be for twelve (12) months from date of award with the option to renew for two (2) one-year periods. Contractor performance will be reviewed annually by the Contract Administrator prior to the execution of the designated annual renewal options. If the Contractor's performance is deemed unsatisfactory, subsequent renewal options will not be executed.

1.2 Contract Amount

Maximum funding available for execution of this contract will be \$500,000 annually, the majority of which will be passed through to North Carolina media outlets for placement of advertising connected with the Eliminating Health Disparities (EHD) initiative. The annual amount of the contract will vary from year to year depending upon the availability of funds for social marketing as authorized by HWTFC Commissioners and receipts from the Master Settlement Agreement. Additionally, the amount may be adjusted during the contract year depending upon the availability of funds from federal or private sources as well as evolving priorities established by the Commissioners.

1.3 Contract Administrator

HWTFC shall designate one person as the Contract Administrator for this contract after award. This person will be responsible for the following duties:

- A. The Contract Administrator will approve the contract work schedule. Any deliverables generated as a result of this contract will be submitted to the Contract Administrator for approval.
- B. Determination as to whether the Contractor is satisfactorily performing the services specified in the contract shall be at the discretion of the Contract Administrator. In the event performance is unsatisfactory, the Contract Administrator shall be responsible for initiating notifications to the Contractor as outlined in the contract. Any desired change in the contract must be approved first by the Contract Administrator and by the NC Department of Administration, Division of Purchase and Contract, if required under State purchasing policies.

2.0 BACKGROUND

HWTFC was established by the North Carolina General Assembly to develop a comprehensive plan to finance programs and initiatives to improve the health and wellness of the people of North Carolina. The Commissioners have placed a priority on preventive health initiatives including teen tobacco use prevention and cessation, youth overweight and obesity prevention and reduction, and medication management and prescription assistance services. The Eliminating Health Disparities Initiative (EHD) is the Commission's newest preventive health program that addresses disparities that exist in the incidence, prevalence and morbidity of certain chronic diseases based upon socio-economic, ethnic and racial factors. Components of the initiative include:

- Grants: \$8.9 million will be awarded to community based, regional and statewide projects that specifically focus on reducing disparities, for both youth and adults relating to obesity and/or chronic diseases, including but not limited to: cardiovascular disease, diabetes and cancer. These three chronic diseases have been identified as three of the six major areas of health disparities in North Carolina. Grantees will initiate new or expand existing services / programs through collaborative partnerships to reduce the gap in health status that exist as a result of race, ethnicity and socio-economic status, using a comprehensive approach including outreach, intervention and policy goals to address the identified health disparity in the target population. Grant awards will be for the period July 1, 2006 through June 30, 2009. Vendors are encouraged to review the separate RFP that is being used to solicit grant applications posted to HWTF's Web site www.HealthWellNC.com for more details about the grant program.
- Technical Assistance: The North Carolina Central University, Department of Health Education has been selected to assist in the development of the EHD initiative and the solicitation of proposals and will provide intensive, programmatic and infrastructure-related technical assistance to grantees selected for funding.
- Outcomes Evaluation: An outcomes evaluator for the initiative will be selected to conduct an ongoing assessment of the impact of all components of the EHD initiative on the target population specifically as they relate to accomplishment of the goals and objectives identified by HWTF. The assessment will also include recommendations for improvements to specific components of the overall initiative.
- Social Marketing: Section 3.0 of this RFP outlines the scope of work.

3.0 SCOPE OF WORK

HWTF is seeking the professional services of a full service social marketing and public relations contractor to work as a collaborative partner in the development, implementation, management and evaluation of a statewide awareness and social marketing campaign, featuring both paid and earned media, in support of its initiative to address health disparities in North Carolina.

The Centers for Disease Control and Prevention cites effective use of communications media as a key component of successful preventive health programs. Effective social marketing is an integral component of preventive health. The selected Contractor therefore will be expected to rapidly grasp HWTF's internal work methods as well as its substantive, public interest goals and to consistently provide a high level of quality account service regardless of imposed deadlines.

This Contractor will also be required to work closely with multiple organizations that comprise HWTF's EHD initiative including, but not limited to: HWTF grantees; technical assistance providers and outcomes evaluators; corporate partners; health-related non-profit organizations; and media vendors.

Under the direction of HWTF and in cooperation with expert advisors retained by HWTF, the selected Contractor shall be expected to complete the Scope of Work described below:

- A. Develop, implement, manage, and evaluate a strategic social marketing plan that achieves the following goals, at a minimum:
 1. Evaluate research conducted by HWTF on communicating effectively with target audiences on the subject of health disparities and incorporate the results in the communications plan developed for this contract. The research can be found on the HWTF Web site at the following address: (www.HealthWellNC.com)
 2. Develop creative concepts to reach a target audience of North Carolinians that experience health disparities as a result of race, ethnicity and socio-economic status. Such communications must be coordinated with grants awarded under this initiative in order to reinforce the impact of grassroots programs.
 3. Test messages with target audiences prior to placement to ensure their effectiveness and cooperate closely with HWTF's technical support contractors who possess expertise in this area. The target population for the EHD initiative requires that a special emphasis must be placed on communicating with North Carolina's minority and low-income populations.
 4. Develop a media campaign strategy that includes timing, placement and method of message delivery.
 5. Negotiate rates and place media with selected outlets targeting minority and low-income populations. The vendor will be expected to attract the participation of statewide and local media outlets, including commitments to provide public service or "bonus" announcements that expand the reach of paid media placed at each outlet. Data on when and where both paid and public service media were placed must be shared with the HWTF and the evaluation contractor.
 6. Create, produce and execute a complete mass media campaign including a public education component that supports and deepens the impact of the paid mass media campaign. In addition, the vendor will provide adequate advance information and regional briefings to local health disparities grantees prior to each campaign release. The advance information and regional briefings must include a media literacy / advocacy instruction / training component for the EHD grantees. Such local earned media activities shall be conducted in coordination with HWTF's technical support contractors and grantees. Final approval of all aspects of the mass media and public education campaign will be made by HWTF.
 7. Research and create / design collateral materials in support of the awareness and social marketing campaign for use by HWTF grantees. Grantees will use funds from their individual HWTF grant budgets to print / produce needed collateral materials, therefore all materials developed by the Contractor must be provided in a final format (i.e. camera ready, final dub) that is ready for placement in media outlets. Grantees will also have the option of using their grant budgets to place paid media developed by the Contractor as a supplement to the Contractor's overall media campaign.

8. Provide direct support to HWTFC grantees in the areas of event promotion and logistics, development of counter-marketing messages for local use, and generation of local earned media that will create a public sense of pride in, and ownership of, community-based programs funded by HWTFC. Direct support to grantees will be cyclic in nature and will be required an average of 10-15 times per month for local earned media support.
9. Identify and incorporate partnership and sponsorship opportunities in support of individual grantees and overall initiatives.
10. Work closely with all of HWTFC's expert advisors, technical assistance providers, outcomes evaluators, and media vendors – all of whom make important substantive contributions to the design and execution of HWTFC's Eliminating Health Disparities initiative.
11. Support HWTFC's general need for public relations services, events coordination and production of collateral materials, as directed.
12. During the contract period, the Contractor must receive prior written approval of individual components of the media campaign from the Contract Administrator, detailing the purpose of the component, its relationship to the overall media campaign and a cost estimate for the component. Once approved by the Contract Administrator, each component will be assigned a unique project number that will be referenced on all communication between HWTFC and the Contractor including invoices submitted to HWTFC. Invoices must include detailed supporting documentation for all charges.
13. Comply with the following directive from the North Carolina Purchasing Manual: Every agency of this State publishing a public document, other than one published for the principal purpose of sale to the public, shall include the following statement adjacent to the identification of the agency responsible for the publication.

"(Number of copies) copies of this public document were printed at a cost of \$_____, or \$_____ per copy."

The term "cost" shall include printing costs in the form of labor and materials, and other identifiable design, typesetting, and binding costs.

4.0 PROPOSAL CONTENT

All proposals must be typed, doubled-spaced and should not exceed thirty (30) pages, not including appendices. Offerors are required to number all pages. Offerors can submit only one (1) proposal. Copies of North Carolina General Contract Terms and Conditions and General Information on Submitting Proposals are included in this RFP and are therefore incorporated into any resulting contract.)

The response to this RFP shall contain the following sections in the following order:

Executive Summary
 Corporate Background and Experience
 Financial Statement
 Project Staffing and Organization
 Technical Proposal
 Cost Proposal
 Execution of Proposal

A. **Executive Summary**

The Executive Summary will consist of the proposal cover letter highlighting the contents of this proposal.

B. **Corporate Background and Experience**

This section will include background information on the Offeror's organization and should give details of experience with similar projects with a particular emphasis on reaching North Carolina markets. A list of references (including contact persons and telephone numbers) for whom similar work has been performed must be included. Samples of work performed by the Offeror related to a previously implemented campaign may be submitted (refer to Section 4.0 Procurement Process, Item I).

C. **Financial Statement**

The Offeror's most recent audited financial statement or similar evidence of financial stability must be provided.

D. **Project Staffing and Organization**

This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this account. Refer to Item 4 of the North Carolina General Contract Terms and Conditions prior to completing this section. A copy of these terms and conditions is included in this RFP and are therefore incorporated into any resulting contract. At any point after contract award, staffing changes can be made through the mutual consent of the selected Contractor and the Contract Administrator.

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 resumes citing experience with similar projects with a particular emphasis on reaching North Carolina markets and the responsibilities to be assigned to each person as follows:

1. Contract or Account Manager. Identify one (1) individual who will manage the contract work. Document overall experience in advertising, public relations and event management, demonstrating a minimum of five (5) years of service in this area. Attach a current resume/biography. Provide detail on the Contract or Account Manager's experience, education, affiliations, memberships, awards, and recognitions received for similar services. Define this individual's work ethic and philosophy. Define the percent of the Contract or Account Manager's time that will be devoted exclusively to managing HWTF's account.
2. Account Team. Identify by name, title and role each proposed Account Team member on HWTF's account. Include relevant experience, including that which may be outside of your firm and/or outside the advertising field. Identify individual experience in social marketing campaigns for preventive and public health programs.
3. Identify other staff member(s) who will work on HWTF marketing strategies and plans, and how much time would be spent on the HWTF account.
4. Identify the staff member who will take primary responsibility for, and have final authority over, the HWTF account. How much time would this individual devote to issues pertinent to HWTF? List all other client accounts that this individual would have concurrent primary responsibility for, and final authority over.
5. Submit an organizational chart showing the hierarchy of key personnel to be assigned to this account and project(s). Show the relationship between Account Manager, Account Team, and key personnel of the Offeror's organization and all other parties (subcontractors) to the proposal.
6. If you were to receive this account, what personnel changes would you have to make? How many new employees would you have to hire and for what positions?
7. Detail your organization's business and marketing philosophies. Describe your organization's work environment and internal culture, including the method by which your clients' communications needs are understood and integrated into the creative process.
8. Discuss how research reports from HWTF's subject-matter experts (i.e., technical assistance provider and outcomes evaluator) will be integrated or incorporated into overall marketing strategies.

E. Technical Proposal

Note: No cost information shall be contained in the Technical Proposal. If any cost information is included in the Technical Proposal, the Offeror's entire proposal shall be rejected. The Technical Proposal shall be submitted in a separate, sealed package.

This section shall include, in narrative, outline, and/or graph form, the strategic plan proposed to accomplish the Scope of Work in Section 3.0.

F. Cost Proposal

Note: No technical information shall be contained in the Cost Proposal. If any technical information is included in the Cost Proposal, the Offeror's entire proposal shall be rejected. The Cost Proposal shall be submitted in a separate, sealed package in the format provided and must contain:

- Net Media and Placement Costs**
- Personnel Costs**
- Collateral Material Production Costs**
- Travel Expenses**
- Operational Expenses**
- Miscellaneous Expenses**

All Cost Proposals shall be signed in ink, as follows:

- As an individual – Sign with full name and business address.
- As a partnership – Partners shall sign with full names and business address.
- As a corporation – An officer of the corporation shall sign with full name and title and shall include the name and address of the corporation.

No additions, conditions, amendments or wording changes to the Cost Proposal Form are permitted, with the following exceptions:

- Attachments explaining the Offeror's rationale for Items 3-6 are permitted.
- Additional lines under Personnel may be inserted in order to include all staff assigned to the project.

1. Net Media and Placement Costs

- a. The Offeror is to identify the net paid media cost necessary to implement the proposed Technical Proposal.
- b. The Offeror is to identify the cost of placing paid media, which must be expressed as a flat percentage of the above net *paid media* cost, and which should account for the following functions:
 - i. Developing media plans.
 - ii. Market price and ratings research.
 - iii. Evaluating media vehicles.
 - iv. Price negotiations including bonus spots and/or public service placements.
 - v. Scheduling buys.
 - vi. Client notifications.
 - vii. Securing proof of advertising.
 - viii. Scheduling make-goods.
 - ix. Negotiating and managing value-added partnerships.

2. Personnel Costs

The Offeror is to submit hourly rates for services by function; distinguish between in-house and subcontracted personnel; and calculate the total costs required to execute the proposed program. Functions to be performed should include, but not be limited to, the following categories:

- a. Production of paid media including creative.
- b. Account management.
- c. Media relations including generation of earned media.
- d. Event management.
- e. Research including focus group testing of ads.

3. Collateral Material Research, Creation / Design

The Offeror is to identify all costs related to the research, create / design collateral materials described in Section 3.0 Scope of Work (Item A.7.).

4. Travel Expenses

The Offeror is to submit its expense reimbursement policy for travel incurred on behalf of and at the direction of HWTFC. A travel expense is defined as other than that required for normal account service. Identify all reimbursable travel expenses and detail how the expenses will be verified.

5. Operational Expenses

The Offeror is to identify all operational expenses that will be incurred in the performance of this contract, such as packaging, postage, express photocopying, telephone, shipping, and delivery. Identify and submit rates for operation-related expenses. Detail how the expenses will be verified.

6. Miscellaneous Expenses

The Offeror is to identify all miscellaneous expenses that will be incurred in performance of this contract, not previously covered in Items 1-5, listed above. Submit rates for each miscellaneous expense identified. Any costs associated with the HWTFC account outside the scope of this price proposal should also be listed. Detail how the expenses will be verified.

5.0 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 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 ninety (90) days from the date of the opening, to furnish the subject services.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

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.)

BY: _____ TITLE: _____ DATE: _____
(Signature)

(Typed or printed name)

ACCEPTANCE OF PROPOSAL

(Using Agency Name)

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Where Service Contracts Will Be Performed

In accordance with NC General Statute 143-59.4 (Session Law 2005-169), this form is to be completed and submitted with the offeror's (technical) proposal/bid.



Issuing Agency: Department of Administration Solicitation # 600279
Agency Contact Person & phone # Mildred C. Christmas, (919) 807-4525

Solicitation Title / Type of Services: *(agency fill in)*



OFFEROR: _____
City & State: _____

Location(s) from which services will be performed by the contractor:

Service	City/Providence/State	Country
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

_____	_____	_____
_____	_____	_____

Location(s) from which services will be performed by subcontractor(s):

Service	Subcontractor	City/Providence/State	Country
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

GENERAL INFORMATION ON SUBMITTING PROPOSALS

- 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.
- 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.
- ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- 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.
- 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.
- 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.
 - TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.
 - TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 - 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 issuing agency are exempt from this provision.
 - 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.
 - 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.
 - 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.
 - 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.state.nc.us/pandc/>. 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.doa.state.nc.us/PandC/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.state.nc.us/pandc/>. 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.state.nc.us/pandc/>.
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 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 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. The Contractor shall retain all records for a period of three years following completion of the contract.
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.

2/14/2006