STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS

RFP # 59-P2231

TITLE: Asbestos Abatement in Price Hall Annex and in 7 Residential Dwellings

USING AGENCY: North Carolina A&T State University

ISSUE DATE: September 11, 2012

ISSUING AGENCY: N.C. A&T State University
1601 East Market Street
Greensboro, NC 27411
Guilford County

Sealed proposals will be received by North Carolina A & T State University, Greensboro, North Carolina in the Conference Room # 210 in the Dowdy Building located at 1601 E. Market Street at 3:30 PM on Thursday September 27, 2012, and immediately thereafter publically opened and read for the furnishing of labor and materials for performing Asbestos Abatement on Price Hall Annex and 7 Residential Dwellings. Place the following in the lower left hand corner of the cover envelope: “Asbestos Abatement.

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

<table>
<thead>
<tr>
<th>DELIVERED BY US POSTAL SERVICE</th>
<th>DELIVERED BY ANY OTHER MEANS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RFP NO. 59-P2231</strong></td>
<td><strong>RFP NO. 59-P2231</strong></td>
</tr>
<tr>
<td>N.C. A&amp;T State University</td>
<td>N.C. A&amp;T State University</td>
</tr>
<tr>
<td>1601 E. Market Street</td>
<td>1601 E. Market Street</td>
</tr>
<tr>
<td>Greensboro, NC 27411</td>
<td>Greensboro, NC 27411</td>
</tr>
<tr>
<td>Attn: Stephen Pass</td>
<td>Attn: Stephen Pass</td>
</tr>
</tbody>
</table>

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.

IMPORTANT NOTE: Indicate firm name, and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct all inquiries concerning this RFP to: Stephen Pass
N.C. A&T State University
1601 East Market Street
Greensboro, NC 27411
Office: 336-334-7555
Fax: 336-334-7013
swpass@ncat.edu

NOTE 1: A mandatory pre-bid conference/site visit for all prospective offerors is scheduled for Mandatory Pre-Bid Conference will be held on Wednesday September 19, 2012, at 10:00 AM in the Facilities Conference Room in the Clyde DeHuguley Building at the corner of North Benbow Road and Sullivan Street on the NC A & T Campus. Prospective Offerors are encouraged to submit written questions in advance. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP #59-P2231 being modified. Proposers should take any necessary measurements at the site-visit.
NOTE 2: Questions concerning the specifications in this Request for Proposals must be submitted in writing and will be accepted until 12:00 p.m. on Sept. 20, responses posted by 5:00pm Sept. 20th.

A summary of all questions and answers will be posted on the internet as an addendum located under the RFP # 59-P2231 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.doa.state.nc.us/pandc/

INTRODUCTION

North Carolina Agricultural and Technical State University ("N.C. A&T") is a public, comprehensive, land-grant University committed to fulfilling its fundamental purpose through exemplary undergraduate instruction, scholarly and creative research, and effective public service. The University offers degree programs at the baccalaureate, master’s and doctoral levels with emphasis in engineering, science, technology, journalism and other academic areas.

As one of North Carolina’s three engineering colleges, the University offers Ph. D programs in Engineering. Basic and applied research is conducted by faculty in University centers for excellence, institutional relationships, and through significant involvement with several public and private agencies. The University also conducts major research through transportation, and its extension programs in agriculture.

The purpose of the University is to provide an intellectual setting where students in higher education may find a sense of identification, belonging, responsibility, and achievement that will prepare them for roles of leadership and service in the communities where they will live and work. In this sense, the University serves as a laboratory for the development of excellence in learning, discovery, and engagement.

BACKGROUND

The University's mission is to provide undergraduate and graduate instruction, scholarly, creative research, and effective public service. The University offers undergraduate and graduate programs with an emphasis on engineering, technology, science, mathematics, business, arts, agriculture, teaching, and nursing.

PROJECT #1

Scope of Work:

The scope of this project is to remove and properly dispose of all asbestos containing materials in Price Hall Annex. The University had an Asbestos Survey made by a NC Licensed Bulk Asbestos Inspector per NESHAP regulations on May 1, 2011. A copy of the report of the Survey will be available to each interested contractor at the Pre-Bid meeting.

Since this project requires the handling and disposal of regulated materials, the contractor shall be properly licensed and all persons working for the contractor shall be properly trained and certified to do Asbestos Abatement work. Also a permit application must be filed with the State of North Carolina by the selected contractor. This permitting process requires a full two weeks’ notice from the contractor receiving a Notice to Proceed from the Owner to the start of any Abatement work. Third party Air Monitoring for final PCM air clearances are to be included in the Bid. The Bid should also include all permitting fees and the air monitoring fees. A Waste Manifest is to be provided to the Owner as proof of proper disposal of all asbestos containing materials.

The following terms and conditions will apply to this project:

1. No work shall be started until a Purchase Order from the Owner has been issued and received by the Contractor.
2. **Insurance:** The Contractor will show proof of having all statutory insurance as required by the State of North Carolina including Workman’s Compensation, Vehicle Liability and Collision and General Liability Insurance including coverage for Asbestos Exposures with Standard Policy Limits of $1,000,000 and an Umbrella Policy with Limits of $1,000,000.

Price Hall Annex has been out of service and unoccupied for more than 18 months due to structural, Asbestos and mold problems which have led to some inherent safety issues therefore, a Mandatory Pre-Bid Conference will be held on Wednesday September 19, 2012, at 10:00 AM in the Facilities Conference Room in the Clyde DeHuguley Building at the corner of North Benbow Road and Sullivan Street on the NC A & T Campus.

The Pre-Bid Conference will address the Project Scope and description, bidding procedures and forms for submitting proposals including MBE forms as well as answer questions and concerns that any of the contractors may have. All qualified Abatement contractors that are interested in submitting a Proposal for this Project **MUST** attend this Pre-Bid Conference. A tour of the project site will also be provided.

All Bids are to be good for a period of 90 days from the date submitted. It is the Owner’s intent to issue a Purchase Order within 30 days of receiving bids and that the work would start within 30 days of receipt of the PO and be completed within 60 days of receipt of the Purchase Order (completion of the work to be no later than December 31, 2012, barring any unforeseen delays).

There will not be any bonding required on this project because it is estimated that the cost will be under any required Bonding limits.

No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of 90 days.

### PROJECT #2

**Scope of Work:**

The scope of this project is to remove and properly dispose of all asbestos containing materials in 7 Residential Dwellings as follows:

1. One house on Stewart Street
2. 921 Bluford Street
3. 927 Bluford Street
4. 1001 Bluford Street
5. 1003 Bluford Street
6. 1003 Bluford Street (Garage behind house)
7. 1015 Bluford Street

The University had an Asbestos Survey made by a NC Licensed Bulk Asbestos Inspector per NESHAP regulations on April 20, 2011. A copy of the report of the Survey will be available to each interested contractor at the Pre-Bid conference.

Since this project requires the handling and disposal of regulated materials, the contractor shall be properly licensed and all persons working for the contractor shall be properly trained and certified to do Asbestos Abatement work. Also a permit application must be filed with the State of North Carolina by the selected contractor. This permitting process requires a full two weeks’ notice from the contractor receiving a Notice to Proceed from the Owner to the start of any Abatement work. **Third party Air Monitoring for final PCM air clearances are to be included in the Bid. The Bid should also include all permitting fees and the air monitoring fees. A Waste Manifest is to be provided to the Owner as proof of proper disposal of all asbestos containing materials.**
The following terms and conditions will apply to this project:

3. No work shall be started until a Purchase Order from the Owner has been issued and received by the Contractor.
4. **Insurance:** The Contractor will show proof of having all statutory insurance as required by the State of North Carolina including Workman’s Compensation, Vehicle Liability and Collision and General Liability Insurance including coverage for Asbestos Exposures with Standard Policy Limits of $1,000,000 and an Umbrella Policy with Limits of $1,000,000.

The 7 residential structures have been unoccupied for more than a year since they were purchased by the University. Being unoccupied for this period of time has contributed to some degradation inside the structures that raise questions of inherent safety issues therefore, a Mandatory Pre-Bid Conference will be held on Wednesday September 19, 2012, at 10:00 AM in the Facilities Conference Room in the Clyde DeHuguley Building at the corner of North Benbow Road and Sullivan Street on the NC A & T Campus.

The Pre-Bid Conference will address the Project Scope and description, bidding procedures and forms for submitting proposals including MBE forms as well as answer questions and concerns any of the contractors may have. All qualified Abatement contractors that are interested in submitting a Proposal for this Project **MUST** attend this Pre-Bid Conference. A tour of the project site will also be provided.

All Bids are to be good for a period of 90 days from the date submitted. It is the Owner’s intent to issue a Purchase Order within 30 days of receiving bids and that the work would start within 30 days of receipt of the PO and be completed within 60 days of receipt of the Purchase Order (completion of the work to be no later than December 31, 2012, baring any unforeseen delays).

There will not be any Bonding required on this project because it is estimated the cost will be under any required Bonding limits.

No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of 90 days.

**AWARD**

All qualified proposals will be evaluated and acceptance made on the proposal judged by NC A&T SU to constitute the best value offered for the purpose intended. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that all factors considered, the selected proposal(s) were deemed most beneficial to NC A&T State University. Evaluation will be based on the following:

- Completeness
- Contractor's qualifications (Licenses and Certifications)
- Conformity with intent of specifications
- Conformity with Terms and Conditions
- Past performance
- References
- Location
- Price
- Overall ability to perform the service required

Note: Cost may or may not be a determining factor in making an award when additional evaluation criteria are listed.

**GENERAL**
**Qualification:** The successful bidder must have at least THREE (3) years of experience as a licensed. Bidder shall be one regularly engaged in the specified business.

**Training:** All workers shall be familiar with standard practices and methods related to the specified work herein. Contractor shall provide the necessary training and supervision to accomplish this task. Contractor shall include all training as required by Local, State, and Federal Law including the “Right to Know Training” and OSHA Safety requirements. Contractor shall provide all workers with safety equipment and safety gear.

**Workmanship:** All workmanship, parts, and equipment necessary for this job shall be of high quality to be acceptable. N.C. A&T State University reserves the right to be the sole judge as to what constitutes a satisfactory job.

**Warranty:** The manufacturers’ standard warranty on all parts, supplies, and equipment shall apply.

**References:** List below references where your company has performed similar services for state agencies and/or private firms. This list should include the length of time your company has been performing the work. North Carolina A&T State University will contact these references to determine the quality of services rendered. Such information will be considered in the evaluation of the bid.

<table>
<thead>
<tr>
<th>NO.</th>
<th>Company Name</th>
<th>Contact Name</th>
<th>Telephone Number</th>
<th>Email Address</th>
<th>Services Rendered</th>
<th>Date of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ORAL EXPLANATIONS:**
The University at its option may request oral presentations, or discussions with any or all Offerors for the purpose of clarification or to amplify the material presented in any part of the proposal. However, Offerors are cautioned that the University is not required to request clarification; therefore, all proposals should be complete and concise and reflect the most favorable terms available from the Offeror. The University shall not be bound by oral explanations or instructions given at any time during the competitive process prior to award.

**DUTIES AND RESPONSIBILITIES OF CONTRACTOR:**

1) Contractor agrees to read this proposal package thoroughly and in its entirety.
2) The Contractor agrees to work directly with NC A&T State University via the Contract manager or his assignee in connection with carrying out and conducting all of the duties and responsibilities stated in this contract.
3) The contractor’s personnel shall adhere to all specifications of the contract and abide by all policies and regulations set forth by NC A&T State University.
4) The contractor must provide a written work schedule to the Contract manager prior to commencing any work.
5) Travel expenses incurred by the contractor shall be the responsibility of the contractor.

5 | P a g e
6) Parking Regulations: Vehicles belonging to the Contractor and/or their employees should only be driven on streets and service drives. Vehicles should not be parked at anytime on the sidewalks or grass. Parking permits may be purchased from the University Police Office located at the Parking Deck. Contractors and/or their employee’s vehicles ticketed or towed for violation of campus parking regulations are the sole responsibility of the Contractor and/or their employees.

ADDITIONAL:

Taxes: NC State is tax exempt.

Payment Terms: Payment will be made within 30 days after proper invoice is submitted for payment.

II. EVALUATION CRITERIA & PROCESS:
Evaluation Criteria: The criteria used in evaluating the RFP responses is based on the scope of services as outlined in the RFP. The information shall be reviewed by an Evaluation Committee to determine whether the responses meet the qualifications and demonstrate the company’s ability to provide the scope of services as required at this time by the University. All information is confidential and cannot be made public until after the complete RFP process.

A maximum of 100 points may be awarded based upon the quality and thoroughness of the offeror’s response to each evaluation factor. RFP responses shall be evaluated in four phases. Responses that are evaluated and score a minimum number of points in each phase may be evaluated in the consecutive phase.

- Required Years in Business: 5 points available
- MBE Certification: 5 points available
- References: 5 points available
- Technical Approach: 10 points available
- Copy of all Licenses and Certifications requested: 15 points available
- Cost: 55 points available
# Evaluation Scorecard

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>Maximum Points</th>
<th>Points Received</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Previous Experience</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company has been in business a minimum of 3 years.</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>or more = <strong>5 points</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than 2 years = <strong>0 points</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Requested Documentation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completed RFP all addendums and entire document = <strong>5 points</strong></td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous Experience = <strong>5 points</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE Certification = <strong>5 points</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has provided 5 references as requested in this document= <strong>5 points</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Certificates and Licenses</strong></td>
<td></td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Provided Copies of all Licenses and Certification required in the performance and completion of the work in this document</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Technical Approach</strong></td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Provided a detailed timeline and approach as to how they will complete requested work detailed in document.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>COST</strong></td>
<td></td>
<td>55</td>
<td></td>
</tr>
<tr>
<td>Lowest Responsive Offer Total Cost x <strong>55</strong>= <strong>Points Awarded</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This Vendor’s Total Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>100</strong></td>
<td></td>
</tr>
</tbody>
</table>
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 pre-proposal conference and/or deadline for written questions are set. **(See cover sheet of this RFP for details.)**

3. Proposals - **one (1) original and one (2) copy will be received from each offeror in a sealed envelope or package.** The 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 N.C. A&T State University 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 opened publicly and the name of the offeror and cost(s) offered will be announced. **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.**

6. 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.**

7. **Proposal Evaluation:** **Bidder(s) are cautioned that any/all information furnished or not furnished on this proposal may be used as a factor in determining the award of this contract.** The University will review all qualified proposals with particular emphasis on the following (these items are not listed in any ranking order of importance):
   - ____ Completeness (All requested information is included in your package)
   - _____Contractor's qualifications (You meet the minimum qualifications)
   - _____Experience with similar contracts of this size and magnitude (You have included details of similar contracts in your package)
   - _____Acceptability of proposed equipment (Your proposed equipment is compatible)
   - _____Conformity with intent of specifications (You can and will adhere to the specifications)
   - _____Conformity with Terms and Conditions (You can and will adhere to the Terms and Conditions)
   - _____Past performance (You can demonstrate satisfactory past performances)
   - _____References (You have included at least five (5) references)
   - _____Overall ability to perform the service required (You can demonstrate your ability to perform the described services)
   - _____Price
   - _____Presentation

8. Offerors are cautioned that this is a request for offers, not a request to contract, and that N.C. A&T State University reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of N.C. A&T State University.
North Carolina Agricultural and Technical State University actively supports doing business with historically underutilized suppliers. If appropriate, be sure to complete this certification section.

Indicate whether any of the following apply to your company/firm:

Minority-owned business: Yes __  No __
(Note: Minority definition is any business with at least 51% of the business owned and controlled by minority group members)

Please indicate the specific minority group:

______ African American
______ Hispanic (Mexican, Puerto Rican, Cuban, Caribbean Island, Central of South American, Or other Spanish origin (regardless of race)).
______ Asian (including Pacific Islander)
______ American Indian (including Alaska native)

Woman-owned: (Note: Women-owned definition is any business with at least 51% of the business owned and controlled by women.

Yes __  No __

Disabled-owned: (Note: Disabled-owned definition is any business with at least 51% of the business owned and Controlled by a physically or mentally impaired person.

Yes __  No __

List Disability: __________________________________________
PROPOSAL REQUIREMENTS

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

Corporate Background and Experience
License and Certifications
Technical Approach
Project Staffing and Organization
Outsourcing
Insurance Certificate
Cost Proposal

1. Corporate Background and Experience

This section shall include information on the organization and should give details of experience with similar projects. Five (5) references including contact persons and telephone numbers and email addresses for whom similar work has been performed shall be included.

#2. Technical Approach

The offeror's should provide a detailed approach of how they will complete project giving timeline of dates and schedule.

3. Project Staffing and Organization

This section must include the proposed staffing of personnel and the responsibilities of each person to be assigned to this project.

The offeror shall provide information as to the qualifications and experience of all personnel to be assigned to this project.

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. Insurance Certificate
6. Cost Proposal

Cost proposal shall include all costs associated with the project:

- Labor costs including overhead
- Travel and Subsistence Expenses
- Shipping and Freight cost
- Subcontractor Costs
- All Other Costs associated with providing a complete service

*NOTE: You may include a cost summary sheet and/or cost breakdown for clarity. # may be requested if deemed to be in the best interest of the University*

**COST 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 has attended the conference/site visit and is aware of prevailing conditions associated with performing these Services.

_____ The offeror can and will provide the specified performance bond or alternate performance guarantee.

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

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 for the cost listed below:

**Pricing Project #1 (Price Hall Annex) $ _______________________**

**Pricing Project #2 (University Dwellings) $ _______________________**

**OFFEROR: ___________________________________________________________**

**ADDRESS: __________________________________________________________**

**CITY, STATE, ZIP: _________________________________________________**

**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)

(NC A&T STATE UNIVERSITY)  

BY: _________________________________ TITLE: ___________________________ DATE: 

__________________________

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.
SERVICE CONTRACTS

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: North Carolina A & T State University, Solicitation #59-P2231
Agency Contact: Stephen Pass (336-334-7555)
Solicitation Title: Abatement of Price Hall Annex and 7 University Dwellings
Type of Services:

OFFEROR: ____________________________ City & State: ______________________________

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

Service City/Province/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/Province/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

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: N.C. A&T State University 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 ninety (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.

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 N.C. A&T State University, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of N.C. A&T State University, from contract award. Only discussions authorized by N.C. A&T State University 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 N.C. A&T State University 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, NCA&TSU 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:** A party wanting to protest a contract award handled by N.C. A&T State University must submit a written request for a protest meeting to the Director of Purchasing, which must be received in Purchasing within thirty- (30) consecutive calendar days from the date of the protested contract award. This letter must contain specific sound reasons and any supporting documentation for why the party is protesting the award or the protest will be promptly rejected. A final decision for this protest will be reached within twenty - (20) working days. If we are unable to inform you by this date, a written letter will be sent to you advising you of the reason and the date. If not, the Director of Purchasing will schedule a meeting with the protesting party to hear their complaint. This meeting will be held within thirty - (30) consecutive calendar days after receipt of the written protest. The Director of Purchasing will respond to the protesting party in writing with a decision within the thirty- (30) consecutive calendar days from the date of the protest meeting. If the protesting party is not agreeable to the decision of the Director of Purchasing they may appeal, following the same procedures as described above, to the Assistant Vice Chancellor for Business and Finance/Business Manager. The protesting party may make a final appeal to the Vice Chancellor for Business and Finance following the same procedures.

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/](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.doa.state.nc.us/pandc/](http://www.doa.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.
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 is 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, N.C. A&T State University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. N.C. A&T State University reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to N.C. A&T State University.

   In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

   Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the 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 with the State.

   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 (thirty) 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 N.C. A&T State University 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, N.C. A&T State University may:
   a. Forward the contractor’s payment check(s) directly to any person or entity designated by the Contractor, or
   b. Include any person or entity designated by Contractor as a joint payee on the Contractor’s payment check(s).

In no event shall such approval and action obligate N.C. A&T State University 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
X150,000.00, 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 X500,000.00 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 X150,000.00 bodily injury and property damage; X150,000.00 uninsured/under insured motorist; and X1,000.00 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:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name the State of North Carolina as part of any 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 bid 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 N.C. A&T State University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that N.C. A&T State University 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 N.C. A&T State University. 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.