

Solicitation (IFB, RFP, RFQ) No. _____

Bidder/Offeror: _____

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

STATE OF NORTH CAROLINA Western Piedmont Community College Due Date: April 7, 2010	REQUEST FOR PROPOSAL NO.	
	Bids will be publicly opened: April 14, 2008	
Refer ALL Inquiries to: Linda Carswell 1001 Burkemont Ave, Morganton, NC 28655 Telephone: 828-448-3110	Contract Type: Agency Specific Service Contract	
	Date Issued: March 30, 2010 Commodity Number: Commodity:	
E-Mail: lcarswell@wpcc.edu	Using Agency Name: Western Piedmont Community College	
(See page 2 for delivery instructions.)	Agency Requisition Number:	

OFFER AND ACCEPTANCE: This solicitation advertises the College's needs for the services and/or goods described herein. The College seeks proposals comprising competitive bids offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. The College's acceptance of any proposal must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the State's General Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, Best and Final Offers, if any and the awarded Vendor's proposal.

EXECUTION: In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion.

Failure to execute/sign bid prior to submittal shall render bid invalid.

Vendor:		Federal ID or Social Security No.:	
Street Address:		PO Box:	Zip:
City, State & Zip		Telephone Number:	Toll Free Tel. No.
Will any work under this contract be performed outside the United States? Yes _____ No _____			
Where will services be performed: _____			
Type or Print Name & Title of Person Signing:			Fax Number:
Authorized Signature:	Date:	E-Mail:	

Offer valid for ninety (90) days from date of bid opening unless otherwise stated here: _____ days

ACCEPTANCE OF BID: If any or all parts of this bid are accepted, an authorized representative of Western Piedmont Community College shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this Request for Proposal, the specifications, and the Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR OFFICE USE ONLY Offer accepted and contract awarded this _____ day of _____, 2010, as indicated on attached certification, by _____ (Authorized representative of _____).
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ISSUING AGENCY: Western Piedmont Community College
1001 Burkemont Ave.
Morganton, North Carolina 28655

USING AGENCY: Western Piedmont Community College
1001 Burkemont Ave.
Morganton, North Carolina 28655

DELIVERY INSTRUCTIONS: Deliver one (1) **signed original** and two (2) copies of the Proposal to Issuing Agency in a sealed package with Company Name and RFP Number clearly marked on the front.

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
BID NUMBER: 80-WPCC03 Employment & Position Mgmt. System Attn: Linda Carswell, Purchasing Director 1001 Burkemont Ave. Morganton, NC 28655	BID NUMBER: 80-WPCC03 Employment & Position Mgmt. System Attn: Linda Carswell, Purchasing Director 1001 Burkemont Ave. Morganton, NC 28655

Sealed bids, subject to the conditions made a part hereof, will be received at 1001 Burkemont Ave., Morganton, NC 28655 until 1 p.m. on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Proposals for this RFP must be submitted in a sealed package with the Execution of Proposal signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed execution of proposal shall result in disqualification. All proposals must comply with Section VI, Proposal Content and Organization.

Proposals **will not** be accepted by electronic means such as fax or email. This RFP is available electronically at <http://www.wpcc.edu> All inquiries regarding the RFO requirements are to be addressed to the contact person listed on Page One.

Basis for Rejection: Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

NOTICE TO VENDORS: The College and the State of North Carolina objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Bidder's response. This applies to any language appearing in or attached to the document as part of the Bidder's response. By execution and delivery of this Request for Proposal and response(s), the Bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

Late Proposals: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

NOTE: Questions concerning the specifications in this Request for Proposals will be received until 12 Noon on April 7, 2010.

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

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

Please review the new additions to the Instructions for Quotes, which are found in new paragraphs 18 (“Confidentiality of Bids,” which prohibits certain types of communications during the procurement process and any violation of this provision may subject offeror’s quote to disqualification) and 19 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 7 (Award of Contract - The Procurement Process)) and 14 (Protest Procedures) in the Instructions for Quotes, which are required to implement Executive Order 50.

EXECUTIVE ORDER NO. 50 (PRICE-MATCHING PREFERENCE):

Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled “Enhanced Purchasing Opportunities for North Carolina Businesses,” a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder’s price is within five percent (5%) or \$10,000, whichever is less, of the nonresident bidder’s price. If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder’s price.

Executive Order #50 applies to procurements from the Governor’s Office, Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation), Universities and Community Colleges and all procurements handled by the Division of Purchase and Contract. All other State Agencies are encouraged to implement the requirements of the Executive Order #50 and vendors should contact these State Agencies to determine whether they have adopted and implemented Executive Order #50.

ANY RESIDENT BIDDER REQUESTING THIS PREFERENCE SHOULD CAREFULLY REVIEW PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, WHICH PROVIDES MORE INFORMATION REGARDING THE DEFINITION OF RESIDENT AND NONRESIDENT BIDDERS; THE QUALIFICATION PROCESS FOR GRANTING THE PREFERENCE AND HOW THE CONTRACT WILL BE AWARDED IF THE PREFERENCE IS APPLICABLE.

ALL BIDDERS (RESIDENT AND NONRESIDENT) MUST ANSWER THE FOLLOWING QUESTION:

1. **Bidder is a resident of North Carolina as defined in G.S. § 143-59:** YES / NO (circle one)
(Bidder may be deemed a **nonresident bidder**, if it failed to circle any choice.)

ALL RESIDENT BIDDERS REQUESTING A PRICE-MATCHING PREFERENCE MUST ANSWER THE FOLLOWING QUESTION AND MUST COMPLETE “RESIDENT BIDDER’S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50” INCLUDED AT THE END OF THIS SOLICITATION.

2. **Resident Bidder requests the price-matching preference:** YES / NO (circle one)
(Bidder shall be deemed **not** to have requested the preference, if it failed to circle any choice.)

ABOUT WESTERN PIEDMONT COMMUNITY COLLEGE

Western Piedmont Community College is a two year, public institution providing an open door to education and training for the citizens of Burke County and surrounding communities. Western Piedmont Community College was chartered April 2, 1964, as a member of the NC Community College System. In 2008, it was one of seven community colleges in the state to receive recognition for Exceptional Institutional Performance based on standards established by the NC General Assembly.

The College provides a comprehensive array of learning opportunities. Approximately 4,000 students enroll each year to pursue college transfer degrees, two year associate degrees, and diplomas. More than 10,000 students enroll in continuing education for professional development and personal enrichment. The College also provides programs for high school completion. In addition, Western Piedmont Community College provides customized workforce training for new and expanding industries and a cooperative education program that interfaces with the corporate community. For more information, please visit <http://www.wpcc.edu>.

INTRODUCTION/BACKGROUND

Western Piedmont Community College, located at 1001 Burkemont Ave., Morganton, North Carolina, has approximately 169 staff positions and 429 faculty positions – both part-time and full-time.

On average, approximately 2,000 applications are processed yearly, which equates to over 10,000 documents per year. The need to reduce the time and costs associated with the employment application and position management process while increasing control and oversight has become a priority within the College. The addition of an on-line system that will improve the service level to managers and applicants will aid in accomplishing these demands.

SCOPE OF SERVICE

The on-line employment and position management goals and objectives shall include:

- Job posting options that connect to job boards and are specifically tailored to the needs of the College
- Job posting slots must be visible for various time frames with the flexibility of interchanging postings as necessary
- Provide automated status notification, and reduce complexity by keeping all communications, notes and follow-ups in one place
- Filter questions for advanced screening to attract and identify qualified applicants and avoid stacks of unwanted resumes
- Screening tools to focus on qualified applicants using job specific screening questions and key word searches
- Automate diversity efforts ensuring they comply with Equal Employment Opportunity laws, and provide performance metrics and diversity efforts per advertised position ensuring all are compliant with employment law
- Streamline and automate the application and hiring process
- Reduce complexity by keeping all communications, notes and follow-ups in one place
- An on-line system that assures the protection and availability of data and storing it in a secured, off-site location with the option to integrate with the College's Administrative system
- An Applicant Tracking Module is required
- A Position Description Module is required
- A Performance Management Module is required
- Provide continuous training and support

Services to the College shall include:

- Advertising system should enable posting approved positions in an automated fashion. The system should have the option to connect to job boards and offer the capability of tailoring the applications to meet the needs of the College.
- Position postings will need to be viewed during variable time frames and have the flexibility of interchanging positions as required by the College.
- The ability to post and track responses to the applicant is required at various times during the process. Also, the applicants should have the capability to check their status throughout the process.
- The system will need to offer built-in job-specific screening that is end-user friendly and will not clog our inbox with viruses, spam and other unwanted information. Screening questionnaire should be short with simple questions that provide good, actionable information reassuring top candidates are applying for the appropriate job level. This process should be streamlined allowing only the best possible candidate selection in an effective and convenient way.

- To narrow the applicant pool and focus on the top candidates, a component is necessary to rate applications by identifying industry specific key words. Once the top applications are identified by the hiring personnel and further contact is desired, the candidate will need to receive a unique and automated response informing them to submit further information.
- The option to post positions to diversity sites automatically without any extra effort is desired. Diversity efforts will need to be measured early and provide a strong statistical base for reporting. The need for an EEOC component that can be implemented easily is required. It will need to track information from each advertised position regarding the diversity of the applicant pool. It is imperative that it be compliant with employment law and include data required for a strong statistical database which should include, but is not limited to, EEOC coding, source from where applicant viewed posting, and an advertising matrix per job posting.
- The automated process should ensure that applicants from all sources are able to reach the application page quickly and is user-friendly. The interface should be easy for busy professionals to apply and capture all required information the process entails allowing them to apply in a short amount of time.
- To facilitate the hiring process and meet the special hiring needs of the college, the system should store applications in their original format making the process less troublesome to the hiring managers viewing them and allow approvals online. Notes and feedback from all viewers associated with each application will need to be visible. The capability of specifying required approvers for positions and adding new ones should be accomplished easily.
- An integrated workflow that recognizes DATATEL/COLLEAGUE is desired. The off site Data Center that hosts all of the College's information along with the suppliers' computer and networking hardware is required to provide, but is not limited to, redundant power, redundant internet access, strict climate control, and physical security. The first line of defense in security needs to consist of firewalls, data encryption, web server security, and intrusion detection. Also, in the event of destruction to the data center, a disaster recovery plan is required.
- An applicant tracking module is required to eliminate the need for the campus to collect, process, and distribute paper employment applications. Applications, resumes and cover letters need to be submitted on-line eliminating data entry. Screening applications electronically using a series of job specific qualification questions to reduce the need for the Human Resources Office to screen applicants manually along with distributing them electronically to the hiring managers is required. Immediate communication to qualified candidates informing them if the minimum position qualifications are met along with their continuous status in the job search process is needed. Finally, this module must submit self reported EEO information online at the time the applicant applies for a position.
- A Position Description Module is required to automate many of the most time consuming functions of the classification/compensation process. It is to include the ability to update position descriptions online, have a searchable data base of the position descriptions, process change requests, and the ability for managers to submit salary recommendation forms online for new hires. It will also need to allow departmental managers to review the status of change requests online and permit them to access current job descriptions. The ability to create a job vacancy announcement from the position descriptions within this module is necessary.
- A Performance Management Module will need to automate and structure employee evaluation forms and performance management. With this online tool it should allow managers to create annual and probationary performance evaluations, and submit them online to their employees for review, and track employee goals and objectives. It will need to supply Human Resources with the ability to communicate and provide automated email status updates to managers notifying them when specific evaluations are due. It must also allow Human Resources and managers with the capability to access historic employee performance evaluations and goals and objectives online. Overall, this module is required to improve control and oversight.
- Onsite training to instruct staff on system usage is required along with user-friendly reference manuals. Continuous, courteous follow-up support is necessary through telephone and web-based contact.

REQUIREMENTS

To be considered for the work, interested firms should submit the following in duplicate:

- A description of the firm's qualifications and the names of key contact personnel
- A brief description of previous and existing firms currently using your employment and position management system along with a synopsis of the organization's success in implementing your recommended plan
- Provide contact names and telephone numbers of references from these organizations
- Outline the general approach to complete this effort
- Provide project timing and cost. Include project beginning and end dates for each aspect of work, final implementation date, and a cost breakdown for each aspect of work

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 preproposal conference and/or deadline for written questions is set. (See cover sheet of this RFP for details.)
3. Proposals in one original and 2 copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At 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. Award of Contract: 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 College 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

Proposals will be evaluated and scored based on the following:

The total cost to the College	45%
Technical response to specifications	55%
Value add to College	5%

After the foregoing evaluation, the quotes will be reviewed to determine if there are any North Carolina resident offerors that submitted responsive quotes and requested the price-matching preference pursuant to Executive Order #50 and G.S. § 143-59. If such offerors are found, the evaluators and/or purchaser will then determine whether any of the North Carolina resident offerors qualify for this preference and, if so, make the contract award pursuant to Paragraph 19 (General Information on Submitting Proposals). below.

8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

PROPOSAL REQUIREMENTS

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

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

1. Corporate Background and Experience

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

2. Financial Statement

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

3. Project Organization

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

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

4. Technical Approach

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

5. 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.

6. Cost Proposal

The Cost Proposal shall be submitted (in a separate, sealed package, if applicable) and contain:

Personnel costs (including hourly rates and total hours)

Travel and Subsistence Expenses

Subcontractor Costs (if any)

Other Costs (e.g., office expenses)

TOTAL COST A total not to exceed cost representing the maximum

amount for all work to be performed must be clearly indicated under this heading.

COST PROPOSAL/EXECUTION OF PROPOSAL

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

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

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

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

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

The offeror has attended the conference/site visit and is aware of prevailing conditions associated with performing these services (*if applicable*).

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

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

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

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted, to furnish the subject services for a cost not to exceed _____.

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)

COST PROPOSAL

All items shall be reflected in the grid below. It should include all service and deliverable goods with each cost indicated.

Qty	Description	Svc/Good	Unit Cost	Total
	Maintenance: Year 1			
	Year 2			
	License Fee:			
			Grand Total	\$

ACCEPTANCE OF PROPOSAL

(Using Agency Name)

By: _____ Title: _____ Date: _____

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 30 days. Although the contract is expected to be awarded prior to that time, the 30 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.

11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

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.doa.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.)

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident offeror awarded a contract pursuant to Executive Order #50 (price-matching preference), the State Purchasing Officer or procurement officer may request the North Carolina resident offeror to produce documentation substantiating the North Carolina resident offeror's qualification for the subject preference. The State Purchasing Officer or procurement officer should request the supporting documentation within the 10-day period he or she has to make the decision on whether to deny or grant a protest meeting and the protest meeting should be scheduled after the anticipated receipt of the documents from the North Carolina resident offeror. Pursuant to Paragraph 23 below, the North Carolina resident offeror is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents by the end of that time period may result in the cancellation of the contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident offeror submits to the State in connection with the resolution of a protest shall not be disclosed to the protester pursuant to G.S. §§ 132-1.1 and 105-259(b) and the State shall preserve the confidentiality of such documents.

15. **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.doa.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.
16. **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/>.
17. **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.

18. **CONFIDENTIALITY OF BIDS:** In submitting its quote, the offeror agrees not to discuss or otherwise reveal the contents of the quotes to any source outside of the using or issuing agency, government or private, until after the award of the contract. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the State's purchaser contacts the offeror(s) for purposes of seeking clarification. A offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other offeror to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other offeror's quote and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this Quote. Offerors not in compliance with this provision may be disqualified, at the option of the State, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
19. **EXECUTIVE ORDER #50-PRICE-MATCHING PREFERENCE:** Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the non-resident bidder's price. G.S. § 143-59(c) (1) defines a "resident bidder" as a "bidder that has paid unemployment taxes or income taxes in this State and whose principal place of business is located in this State. G.S. § 143-59(c)(2) defines a nonresident bidder as a bidder that does not meet the definition in G.S. § 143-59(c)(1). G.S. § 143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the bidder is directed or managed." For purposes of this RFQ, "bidder" as used in G.S. § 143-59 and Executive Order #50 shall also mean "offeror".

In order to qualify for this preference, a resident offeror must: (1) request the preference; and (2) complete "Resident Offeror's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification") included at the end of this solicitation. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the offeror agrees to provide any additional information or documentation requested by the State to confirm the above certifications and statements within five (5) business days of request (including tax filings, banking statements, financial and accounting statements reflecting Offeror's payment of the subject taxes and such other information regarding offeror's management or directors of its business or trade of its principal place of business).

The State will evaluate the quotes in accordance with the award criteria stated in this RFQ to determine the lowest responsible offeror. If the lowest responsible offeror is a North Carolina resident offeror, then there will be no consideration of the price-matching preference. If the lowest responsible quote was submitted by nonresident offeror and there are no North Carolina resident bidders that submitted a price that was within 5% or \$10,000 of the nonresident offeror's price, then none of the North Carolina resident bidders qualified for the price-matching preference and no review of the Resident Offeror's Certifications is required.

If the lowest responsible quote was submitted by nonresident offeror and there are one or more North Carolina resident bidders that submitted a price that was within 5% or \$10,000 of the nonresident offeror's price, then the evaluators shall review the Certification(s) of the resident offeror(s) to determine whether the resident bidders have certified compliance with G.S. § 143-59(c)(1), (3) and the information and documentation provided in or with the Certification supports the resident offeror(s) certifications. The evaluators may seek clarification of the certifications and/or information in a resident offeror's Certification and request documentation (including but not limited to income tax or unemployment tax returns, reports and/or filing (annual and/or quarterly); banking statements or financial/accounting statements reflecting offeror's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding offeror's management or directors of its business or trade of its principal place of business). If the resident offeror's Certification for the price-matching preference is challenged in a protest, the resident offeror shall provide the foregoing information and/or documentation to the State within five (5) business days of receiving a request from the State for such information and/or documentation. Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 16 of the Instructions to Bidders, the State is prohibited from making public disclosures of the offeror's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a protest challenging resident offeror's qualification for the price-matching preference). In order to further preserve the confidentiality of offeror's tax information and documentation provided the State, the offeror shall comply with Paragraph 16 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. After review of the Certification(s) and any clarification, the evaluators shall include in their recommendation for award a finding that the North Carolina resident offeror(s) was or was not qualified for the price-matching preference.

If more than one North Carolina resident offeror qualified for the price-matching preference, then the evaluators shall prioritize the qualified North Carolina resident bidders according to their original quotes, from lowest to highest, so that qualified North Carolina resident offeror that submitted the lowest quote should get the first opportunity to match the quote of the nonresident lowest responsible offeror. If the lowest responsible and qualified North Carolina resident offeror declines to accept contract award, then the contract should be offered to the next lowest qualified North Carolina resident offeror and to continue in this manner until either a qualified North Carolina resident offeror accepts to contract award or the award is made to nonresident offeror, if no qualified North Carolina resident offeror accepted the award. If two responsible North Carolina resident bidders qualify for the price-matching preference, both had the same quote, then the evaluators may: (1) consider the information provided in these bidders' Certifications or publicly available information to determine, which offeror the contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the contract should be awarded to the resident manufacturer); (2) consider the unemployment rate in the municipality or county where each offeror's principal place of business is located; or (3) seek clarification from the bidders to ascertain the impact on their respective businesses if offered the award of the contract.

If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

If at any time during or after the procurement process (including but not limited to clarifications and resolution of protests), the State determines that: the certifications or information in the Certification were false, substantially inaccurate, materially misleading; or the Offeror failed to provide, within the specified time period, the information and documentation the State requested, then the State may:

- (1) Cancel the resident offeror's contract and/or purchase order that was awarded based on the price-matching preference and resident offeror shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State may incur by awarding the contract to the next lowest offeror;
- (2) Offeror will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Offeror from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

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 College.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the College'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 College'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 College 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 College, 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 College for damages sustained by the College by virtue of any breach of this agreement, and the College may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the College 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.

7. **The contractor shall be in default, if its Certification submitted for a price-matching preference under Executive Order #50 and G.S. § 143-59 was false and/or contained materially misleading or inaccurate information, and/or contractor failed to provide information and documentation requested by the State to substantiate contractor's Certification.**

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

8. **The State may take action against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties)..**
9. 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.

10. **TERMINATION:** The College may terminate this agreement at any time by *30 days* notice in writing from the College 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 College, become its property. If the contract is terminated by the College as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
11. **CANCELLATION (EXECUTIVE ORDER #50 CONTRACTS):** A contract awarded to a North Carolina resident bidder pursuant to Executive Order #50 and G.S. § 143-59 may be cancelled by the State, if the State determines that the Bidder's certification or information in Resident Bidder's Certification for Price-Matching Preference under Executive Order #50 is false, materially inaccurate or misleading. The contractor shall bear all losses and liability resulting from the cancellation of the contract and/or any purchase order and the contractor shall be liable for any additional costs the State may incur by contracting with another supplier of the goods or equipment.
12. **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 College 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.
13. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the College for the purpose set forth in this agreement.
14. **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 College.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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 or 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.

22. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
23. **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.
24. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the College and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
25. **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.
26. **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.

27. **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.
28. **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.

29. **Executive Order 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the **Office of the Governor and Governor's Cabinet Agencies** (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

GENERAL LIABILITY INSURANCE REQUIREMENTS

Commercial General Liability

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	2,000,000
Personal/Advertising Liability Limit:	1,000,000
Occurrence Limit:	1,000,000
Premises Rented to Others Limit:	50,000
Medical Payments Limits:	5,000

Worker's Compensation

Employers' Liability Limits:	
Each Accident:	1,000,000
Disease Limit Each Employee	1,000,000
Disease Policy Limit:	1,000,000

Commercial Auto Liability

Combined Single Limit:	1,000,000
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Umbrella/Excess Liability

Occurrence Limit:	2,000,000
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(You must include CURRENT CERTIFICATE OF INSURANCE)

**RESIDENT OFFEROR'S CERTIFICATION FOR
PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50**

NOTICE: The Price-Matching Preference will only be given to bidders that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the bidder and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any required attachments.

Affidavit of _____ (name of resident bidder, hereinafter the "OFFEROR")

PART I

Please check the box applicable to the Offeror's business in order for the Offeror to be considered for the price-matching preference established by Executive Order #50 and North Carolina General Statute § 143-59(c)(1).

I hereby certify that the Offeror paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.

OR

I hereby certify that the Offeror paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

AND

PART II

1. I hereby certify that the Offeror is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(1), in that, Offeror's principal place of business is located in North Carolina.

YES / NO (circle one)

A. **Business Type** (circle one of the following): CORPORATION (ALL TYPES); LIMITED LIABILITY COMPANY; GENERAL PARTNERSHIP; LIMITED PARTNERSHIP; LIMITED LIABILITY PARTNERSHIP; SOLE PROPRIETORSHIP; INDIVIDUAL; UNINCORPORATED ASSOCIATION; OR OTHER.

B. Provide address of principal place of business/principal office in North Carolina:

Street Address (no P.O. Box number)

City, State, Zip Code

Is the above address the location of Offeror's headquarters? YES / NO (circle one)

If Offeror has a public website, provide the link/address: _____

C. **ATTACH A COPY OF BIDDER'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Offeror's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Offeror).

OR (check the box below)

Offeror certifies that its business is **not** required to make filings with the North Carolina Secretary of State.

2. I hereby certify that the Offeror is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(3), in that, Offeror directs or manages its trade or business from its principal place of business in North Carolina.

YES / NO (circle one)

A. State the number of Offeror's employees that work at the North Carolina principal place of business:

B. State the total number of employees in Offeror's entire workforce:

C. Briefly describe in the box below how Offeror manages or directs its business or trade from its North Carolina principal place of business:

IF BIDDER DESIRES TO KEEP CONFIDENTIAL ITS ANSWERS TO QUESTION 2.A, B AND C ABOVE PURSUANT TO PARAGRAPH 16 OF THE INSTRUCTIONS TO BIDDERS, THEN PLEASE CIRCLE YES OR NO IN THE BOX. IF BIDDER FAILS TO CIRCLE YES FOR ANY REASON, THEN BIDDER'S ANSWERS MAY BE SUBJECT TO PUBLIC DISCLOSURE.

YES / NO

PART III

By executing this affidavit, the Offeror agrees to provide any additional information or documentation requested by the State (during the procurement process seeking clarification of the request for the Price-Matching Preference or after contract award to resolve any protest) to confirm the above certifications and statements within five (5) business days of request (including tax filings in North Carolina, banking statements, financial and accounting statements reflecting Offeror’s payment of the subject taxes, and any other documentation that may establish Offeror’s principal place of business in North Carolina, including but not limited to information regarding the amount of income and unemployment taxes paid to other states and number of employees in North Carolina and number of employees in other states). Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 16 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder’s tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a protest challenging resident bidder’s qualification for the price-matching preference). In order to further preserve the confidentiality of bidder’s tax information and documentation provided the State, the bidder shall comply with Paragraph 16 of the Instructions to Bidders and mark “CONFIDENTIAL” at the top and bottom of each page of the information and documentation. Offeror further understands and agrees that if Offeror fails to provide the State with the additional information and documentation within five (5) business days of the request; or the State determines that certifications or information in this Affidavit are false at any time after the contract is awarded to Offeror, the State may:

- (1) Cancel the Offeror’s contract and/or purchase order that was awarded based on the price-matching preference and Offeror shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State by awarding the contract to the next lowest bidder;
- (2) Offeror will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Offeror from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

The undersigned hereby certifies that he or she has read this certification and is an officer, member, partner, owner or such managing employee of the Offeror (the “Authorized Representative”) that is authorized to execute this affidavit and to bind the Offeror to the certifications, statements and agreements herein.

Name of Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public: _____

My commission expires _____

