

**STATE OF NORTH CAROLINA  
REQUEST FOR QUALIFICATIONS**

NUMBER: **RFQ 2017-1**

**TITLE:** **Independent Measurability Assessors (IMA)  
to Assess State Programs and Projects**

**CONTRACTING AGENCY:** The Legislative Services Commission of the  
North Carolina General Assembly

**ISSUE DATE:** June 21, 2017 and subject to revision and  
reissuance should there be insufficient  
response

**ISSUING AGENCY:** Program Evaluation Division of the North  
Carolina General Assembly (PED)

**CONTRACT ADMINISTRATOR:** John Turcotte, Director, Program Evaluation  
Division

Responses as specified in this RFQ will be received CONTINUOUSLY through December 17, 2017 for furnishing services described herein. Responders previously notified of non-selection should not resubmit and will not be considered.

SEND ALL RESPONSES DIRECTLY TO THE CONTRACT ADMINISTRATOR AT THE  
EMAIL ADDRESS AS SHOWN BELOW:

[john.turcotte@ncleg.net](mailto:john.turcotte@ncleg.net)

IMPORTANT NOTE: In the email subject line, indicate responder's business or firm name, RFQ number, and the due date, e.g.:

**John Doe Enterprises RFQ-2017-1**

**NOTE:** State law requires Independent Measurability Assessors (IMA) to be independent contractors. Responders must be in business as a sole practitioner, corporation, limited liability corporation or partnership in order to be pre-qualified.

In addition, as a condition of the Contract and within 10 days of the signature of the Contract, an investment may be required by a newly formed business to obtain commercial general liability coverage including automobile coverage. **SEE: SECTION VII: GENERAL TERMS AND CONDITIONS, subsection BB, Insurance in this RFQ.**

Inquiries concerning the RFQ may be submitted **only by email to:**

**John Turcotte**

[john.turcotte@ncleg.net](mailto:john.turcotte@ncleg.net)

*NOTE: Emailed questions concerning the specifications in this RFQ will be will be answered as soon as practicable after receipt and in the order received. Responses to questions will be by email, including an attachment consisting of previous questions and answers without identifying the questioner. Previous questioners will receive updated questions and answers with each new question.*

## SECTION I: INTRODUCTION

### RFQ Synopsis

The Program Evaluation Division (PED) is a non-partisan staff of the General Assembly (GA). The GA by law requires PED to contract with independent contractors to perform “Measurability Assessments” of selected programs and pilot projects when specified by the General Assembly.

This RFQ seeks information submissions continuously through December 17, 2017 from responders who have the necessary technical and policy area(s) of expertise to be included in the Independent Measurability Assessor (IMA) pool. PED will notify those selected and those that were not selected. Those notified of non-selection will not be reconsidered.

State law requires IMA to be independent contractors. The proposed IMA must be in business as a sole practitioner, corporation, limited liability corporation or partnership in order to be pre-qualified. Respondents must submit the business name and an IRS Employer Identification Number to become eligible for consideration as an IMA.

The Contract Administrator will notify an IMA when needed for an assignment and enter into contract with the IMA. An IMA under contract then must provide evidence of adequate liability insurance within 10 days.

State law G.S. 143E-3(b) lists criteria for measurability that IMA will apply during an assignment. Collectively, programs or projects meeting the criteria should have the capacity for good management and are more likely to be able to report whether they are producing results. Preceding the independent assessment, the entity under assessment will use guidelines prepared by PED to conduct a self-assessment report. The agency self-assessment will be available to but not binding upon the IMA.

PED will pay an IMA a comprehensive, all inclusive fee of \$100 per hour for professional services, travel, and non-travel expenses upon satisfactory completion of an assessment. PED will establish a budget estimated from 20 to 100 hours adjusted for location, complexity and size of the program assessed. The assessment should be completed within 6 weeks after the Contract Administrator notifies the assessor to begin including 5 working days for the assessed program to submit a written response.

**Pre-qualification as an IMA by PED does not guarantee or represent any commitment to engage the IMA for any minimum number of assessments or hours.**

Inquiries concerning the RFQ may be submitted only by email to [john.turcotte@ncleg.net](mailto:john.turcotte@ncleg.net) .

## **A. Origin of Request for Qualifications (RFQ) and Time Frames**

The Legislative Services Commission (LSC) requests submission of qualifications from professional practitioners, individuals in practice with a firm or associated with non-profit organizations to provide independent expert services as needed as described in this RFQ. The Legislative Services Commission governs the non-partisan Legislative Services Office headed by the Legislative Services Officer (LSO). The Director of the Program Evaluation Division (PED) of the LSO will administer the program and serve as Contract Administrator.

The General Assembly directed (PED) to contract with Independent Measurability Assessors (IMA) to determine if any proposed or existing State program is or will be capable of reporting performance and return on investment. The General Assembly by law or through the Joint Legislative Program Evaluation Oversight Committee will specify programs for assessment.

From those qualified through this RFQ, PED will build a prequalified pool of sole practitioners or professionals from firms or research organizations as IMA to conduct measurability assessments. PED intends prequalify eminently qualified experts in a technical methodology and one or more subject matter fields capable of working independently with minimum preparation. As necessary, PED will select from the pool the best IMA with the appropriate expertise.

The North Carolina Measurability Act of 2016 (G.S. 143E) quoted in its entirety below describes the purpose of the law and the criteria used to determine measurability. The criteria are not listed in any particular order and each criterion is not weighted as to relative importance.

### **The North Carolina Measurability Assessment Act of 2016**

#### **§ 143E-1. Title.**

This Chapter shall be known and may be cited as the "North Carolina Measurability Assessment Act of 2016." (2016-123, s. 1.)

#### **§ 143E-2. Request for measurability assessment.**

The General Assembly may require a measurability assessment of any proposed or existing State program to determine whether the program is or will be capable of reporting performance and return on investment. (2016-123, s. 1.)

#### **§ 143E-3. Definition of measurability assessment.**

- (a) A measurability assessment is an independent evaluation conducted on a new or existing State program.
- (b) A measurability assessment must include or determine all of the following:
  - (1) Whether and to what degree the program is unique and does not duplicate or negate results of another public or private program or enterprise.
  - (2) The local, regional, or statewide problems or needs that the program is intended to address.
  - (3) Whether there is a program design portrayed by a logic model as defined by the Logic Model Development Guide by the W.K. Kellogg Foundation, including an evaluation of that logic model.
  - (4) Whether there is evidence that the program produces results attributable to the program to remedy the problem or need. The information required by this subdivision shall include the following, as applicable:
    - a. For a proposed program, whether the evidence stems from a formative evaluation of proposed activities through a field trial using a valid and reliable instrument or method to measure changes in a randomized control group that was not subjected to the proposed activities to changes in a randomized group that did receive the proposed activities.
    - b. For an existing program asserting existence of evidence, whether the evidence stemmed from a post-program summative evaluation using an experimental or quasi-experimental research design.
    - c. For both proposed and existing programs, if the evidence had been subjected to alternative interpretations and peer review.
  - (5) The capacity of the administering entity to expand the program based upon existing evidence or results.
  - (6) How the program proposes to engage in strategic planning.
  - (7) How the program proposes to measure performance, including measurement of the following:

- a. Total costs of program services with costs separately reported for each activity associated with each service.
  - b. Outputs or counts of units of services and for individual activities associated with each service.
  - c. Costs per unit of service and for individual activities associated with each service.
  - d. Outcomes or results attributable to each program service, including results upon completion of program service; results still evident one, two, and three years after completion; ultimate or permanent results; and when and how permanent results will be determined by the program.
  - e. Customer or client satisfaction with program services.
  - f. Statewide impacts of program outcomes as evidenced by census data or other statewide data.
  - g. Performance compared to standards and what standards the program intends to use.
- (8) How the program will continuously improve quality of program services and consistency with the strategic plan.
  - (9) Whether the administering entity has conducted an assessment to identify financial and legal risks to the entity or the State and has plans for minimizing risk exposure.
  - (10) Whether the program conducts five-year forecasts of annual recurring costs and sources of funding for each year.
  - (11) Whether the program proposes to share costs with primary beneficiaries through a fee-for-service, co-payment, or tuition basis and the extent to which any expected cost-sharing is or will be means-tested and by what method.
  - (12) How program staffing requirements are determined and an evaluation of those requirements.
  - (13) Whether the program has or proposes to have a financial accounting system capable of accounting for all assets, liabilities, receipts, and disbursements.
  - (14) Whether the program is or will be post-audited and if there are any potential impediments to audits or evaluations by the State Auditor, agency internal auditors, or the Program Evaluation Division of the General Assembly.
- (c) The assessor must submit a written report containing the results of the measurability assessment to the Program Evaluation Division at a time and in a format required by the Program Evaluation Division. (2016-123, s. 1.)

**§ 143E-4. Administration of measurability assessment process.**

- (a) The Program Evaluation Division must use a competitive process to prequalify independent measurability assessors. The assessors will be independent contractors compensated through a uniform fee system established by the Program Evaluation Division, and there will be no guarantee that any prequalified assessor will receive assessment assignments. The Program Evaluation Division shall not assign an assessor to a measurability assessment if the assessor has been employed by or contracted with the entity within five years preceding the assessment.
- (b) The Program Evaluation Division shall establish standards for assessor qualifications, independence, and conducting and reporting measurability assessments. Individuals who do not meet the qualifications may not be used to conduct measurability assessments.
- (c) Whenever a measurability assessment is required, the Program Evaluation Division shall select the assessor and require the agency or institution to reimburse the Program Evaluation Division for the assessor's costs and for a share of the Program Evaluation Division's costs for administering the measurability assessment program. (2016-123, s. 1.)

The Legislative Services Office will compensate IMA for the number of hours recommended by the Contract Administrator and approved by the Legislative Services Officer from 20 to 100 hours unless additional hours are recommended by the Contract Administrator and authorized by the Legislative Services Officer. IMA compensation will be a comprehensive *all inclusive* fee of \$100.00 per hour for contractual services, non-travel and travel expenses applied to actual combined hours spent performing assessments, writing the assessment report, and briefing legislative staff and legislators upon request. IMA will not be guaranteed any minimum number of assessment assignments, hours, or compensation. For more details on compensation, see RFQ SECTION IV page 7.

**B. Purpose of RFQ**

This RFQ serves three functions:

- 1. To specify how a respondent shall submit qualifications.
- 2. To advise a respondent of the parameters of the services being sought by the LSC.
- 3. To provide (together with other specified documents) the terms of any Contract resulting from this RFQ.

**A subsequent contract incorporating the terms and conditions of the RFQ and the response will be executed when a project is assigned to an assessor.**

**C. Mandatory Terminology**

All terms in the RFQ shall be enforceable as Contract terms with any entities selected in accordance with the General Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable Contract conditions. The respondent is cautioned that the requirements of this RFQ can only be altered by written addendum executed by both parties and that verbal communications from whatever source(s) are of no effect.

The terms “assessor,” “contractor,” “expert,” “independent contractor,” “independent measurability assessor,” “IMA,” “independent assessor,” “principal,” “principal assessor,” and “qualified professional” have the same meaning and refer to the person by name responsible for performing the independent measurability assessment work described in the RFQ.

The term “respondent” refers to any person submitting qualifications in response to the RFQ.

**D. Delegation of Authority**

Except as specifically stated in the RFQ, the LSC has delegated authority to the Legislative Services Officer (LSO) to act on behalf of the LSC. This delegation of authority includes, but is not limited to (i) whether a Contractor has satisfied all requirements under the contract sufficiently to receive payment, and (ii) whether a Contractor is in material breach of the contract.

**E. Notifications**

Notifications that must be sent to the LSC and the LSO under this RFQ and the Contract shall be satisfied if delivered to the Contract Administrator.

**SECTION II: CALENDAR OF EVENTS AND CONTRACTOR DELIVERABLES**

Events		Estimated Date**
1	Request for Qualifications released.	June 21, 2017
2	Respondents’ submissions of qualifications due.	CONTINUOUS through December 17, 2017.
3	Staff members of PED will conduct the initial pilot assessment in-house to test methodology and provide a basis for estimating time and expertise level required for future assessments.	Beginning June 2017 and concluding when PED completes the pilot assessment
4	Qualified professionals will receive notification of selection as an IMA in the pool and unsuccessful respondents notified.	Beginning July 2017 and continuing through December 17, 2017
5	PED conducts orientation session(s) for IMA.	As often as necessary
6	PED assigns an IMA to each assessment required by the General Assembly. IMA report and present results through PED to the General Assembly and are available to respond to questions for 30 days after PED publishes the assessment on the PED web page.	Following IMA orientation
7	PED reviews performance of IMA and begins process of requalification of IMA and if necessary to issue another RFQ to obtain replacement or new IMA.	April-June 2018

**\*\*NOTE:** The Legislative Services Commission is not bound by these dates, which are subject to change.

### **SECTION III: STATEMENT OF WORK**

#### **A. Project Scope**

The tasks that follow are intended to express generally what the General Assembly expects from an Independent Measurability Assessor (IMA) under contract.

The State of North Carolina provides services through hundreds of programs housed and administered within numerous agencies and institutions dispersed across the state. Because the Measurability Assessment Act provides that the General Assembly *...may require a measurability assessment of any proposed or existing State program*, the programs to be assessed cannot be determined precisely for the purposes of this RFQ.

The number of and circumstances leading up to any measurability assessment cannot be predicted with certainty. The General Assembly could be considering directing either the Program Evaluation Division or the program itself to conduct a future more in-depth program evaluation of an existing program whose costs and benefits have been inexact or dubious. It may be more expedient and efficient instead to require a measurability assessment to provide the General Assembly sufficient justification to enact laws or appropriate funds to improve management if the program lacks too many of the 14 attributes of measurability enumerated by G.S. 143E-3(b). Or the assessment could have the effect of narrowing the scope of a more extensive formal evaluation to areas found to have measurability faults.

Similarly, an assessment of a pilot project may be conducted before it is undertaken or in some instances after the pilot is in progress. It is likely that the General Assembly may fund a pilot project or startup of a new program conditioned upon the proposing agency or entity undergoing a measurability assessment pursuant to the Measurability Assessment Act of 2016. The assessment would determine if upon completion of the project or end of startup that the General Assembly could or could not rely upon results before deciding to take the project to scale with a larger investment in a permanent program.

#### **B. Assessment Tasks**

1. The Program Evaluation Division (PED) will notify the head of the agency administering the program by an email, which explains the General Assembly's directive and purpose of the assessment, how it will be conducted, and the assessment schedule.
2. PED will request that the program conduct a measurability self-assessment using an electronic form provided by PED and to submit supporting documentation. PED will publish an information guide for use by agencies and may conduct a workshop for State agencies about the assessment process.
3. After reviewing the agency self-assessment, PED will identify the IMA with matching expertise and credibility to conduct an independent measurability assessment.
4. PED will determine the hours required for the assessment and notify the identified IMA.
5. PED will provide the agency the contact information and qualifications of the IMA selected.
6. After receiving a formal "Notice to Proceed" from the Contract Administrator, the IMA will make all necessary off-site preparations and proceed with an independent assessment with minimal support from the Program Evaluation Division (PED) or other legislative

staff. The assessment must be completed after the agency self-assessment and within 6 weeks of the notice to proceed unless the Contract Administrator extends the date of submission. The IMA may consider the agency self-assessment and supporting documentation. However, the IMA is not limited by the self-assessment and may accept or reject it in whole or in part and may conduct any further interviews and data analysis that the IMA deems professionally necessary within the authorized time budget. Although PED may provide some limited guidance upon request by the IMA, PED expects the IMA to independently perform all tasks required by this RFQ and to stand behind and defend the assessment if necessary. Measurability assessments are based upon statutorily-defined attributes that either exist or do not exist to some extent in the expert opinion of the IMA. The IMA must be able to make such determinations confidently and expeditiously.

7. The PED information guide referenced in paragraph 2 above will not prescribe or instruct an independent assessor on what to review and how to form or express assessment conclusions.
8. The IMA will report assessment results on an electronic form provided by PED. By providing the form, PED is in no way prescribing what the IMA may compose, cite or include as necessary documentation to support a conclusion expressed on the form. In most instances, the IMA will indicate on the form for each of the 14 statutory criteria whether the assessed program or project does or does not meet the criterion with brief clarifying comments if required to enable the reader to understand the IMA's conclusion. PED will not revise, edit or attempt to persuade the IMA to change an assessment. PED may, however, comment on the assessment within the space provided for PED comments on the form.
9. The 6-week period for the assessment includes 5 working days for the examined program to submit a written response to the assessment to be published with the final assessment report.
10. The assessment will become public when determined by the Contract Administrator that the assessment is complete in form. When complete, the PED Director as Contract Administrator will notify the General Assembly and post the assessment and agency response on the PED web site [www.ncleg.net/PED](http://www.ncleg.net/PED) for viewing or downloading. After publication, the Program Evaluation Division may request the IMA to explain and in some instances present the assessment to General Assembly members, presiding officers, committees and legislative staff. A public appearance before a legislative committee or subcommittee may also be required.

#### **SECTION IV: COMPENSATION OF CONTRACTOR**

Total project compensation shall be \$100 per hour not to exceed 100 hours. The \$100 hourly fee is comprehensive and inclusive for time, non-travel expenses, travel expenses and out-of-pocket costs. No repetitive, extensive, long distance or overnight travel is anticipated. The Contract Administrator will discuss the assessment project with the IMA from the pre-qualified pool and then establish a budget for the assessment, which is estimated from 20 to 100 hours adjusted for location, complexity and size of the program assessed. The budget will consist of the minimum hours required and the maximum number of hours not to be exceeded unless additional hours are recommended by the Contract Administrator and authorized by the Legislative Services Officer. Estimates in this RFQ are not binding. The total maximum estimated assessment period is 6 weeks including 5 working days for the agency to submit a response.

## SECTION V: REQUIRED CONTENT FOR SUBMITTING QUALIFICATIONS

- Submissions not following formatting or content instructions may be rejected.
- Responses must be submitted via email as a concatenated, single PDF attachment. Follow the directions on page 1 of this RFQ when submitting qualifications.
- Organize the components in the submission in the numerical order listed below using the submission components as headings when providing the written responses requested.
- Number all pages consecutively in the submission, including exhibits or attachments and pages intended to be blank. The submission must be a single PDF document.
- The page number and total number of pages should be located in the bottom right page footer with the responding entity name in the bottom left page footer in the format in the example below:

John Doe Enterprises RFQ-2017-1

Page X of Y

### Components of Submission by Single Comprehensive PDF File

1. **Cover Letter.** The PDF file must begin with a signed cover letter to Contract Administrator at the address below.

John Turcotte  
Director  
Program Evaluation Division  
100 Legislative Office Building  
300 North Salisbury Street  
Raleigh, NC 27603

Attention: RFQ-2017-1

2. **Business Name and IRS Employer Identification Number (EIN).** The proposed IMA must be in business as a sole practitioner, corporation, limited liability corporation or partnership in order to be pre-qualified. Submit the full business name, sole proprietorship by name, partnership or corporate status (Inc., LLC, PC, LLP, etc. if applicable), physical address, mailing address, telephone, and email address of the business entity employing the individual proposed as the principal to conduct a measurability assessment. Respondents must have or obtain an Employer Identification Number (EIN) from the IRS before submission of a response to this RFQ. Respondents not having an EIN who are self-employed may obtain information and register for an EIN at the IRS web site: <https://www.irs.gov/individuals/self-employed>. If the business is a DBA or sole proprietorship, state the full name of the proprietor. If the proposed IMA is a professional practicing as a partner, associate or as an employee of a parent organization, the professional who will function as a principal conducting measurability assessments must submit a separate and free-standing response to this RFQ. Businesses cannot qualify their employees or associates *as a group* to serve as IMA and only the qualifications specific to that principal will be considered. The principal as IMA will be solely responsible for the assessment.
3. **Principal Contact.** Provide the full name, title, physical business address, business mailing address, email address, household physical address, office telephone number, cell phone number, and address of the individual who will perform the assessment and is capable of responding to any questions about the information submitted in response to this RFQ.



3. **Respondent's Resources and Availability.** One page describing office space, computer capability, internet access, office supplies, support staff available, and transportation capacity of the respondent principal performing the assessment and if there will be any impediments to capacity and if so what those impediments would be. In addition, disclose any proposed limitations on days available from Monday through Friday excluding state holidays for work or advance notice required before assignments. Respondents should disclose any potential limitations if they are teachers or in practice as a professional having fixed teaching or office hours or on call or stand-by schedules.
4. **Technical Expertise.** This component of the response should address the respondent principal's technical expertise. Technical expertise represents credible knowledge, skills, and abilities that the principal has applied to problem solving in the private or public sector of equal or greater difficulty than those presented during measurability assessment assignments. The IMA must be able to apply the expertise to determine facts and form conclusions about each of the statutory 14 attributes of measurability enumerated by G.S. 143E-3(b). PED will not consider and IMA for an assignment unless the IMA has asserted expertise in one or more of the technical areas listed below or described by the respondent. Include a description of the specific and verifiable nature and years of experience. Include applicable occupational licenses and title certifications spelling out acronyms (e.g., Master of Business Administration, Certified Public Accountant.) Address each specialty or closely related group in a paragraph headed by the bold text name(s) of the expertise as in the hypothetical below:

**HYPOTHETICAL EXAMPLE OF RESPONDENT ASSERTION OF EXPERTISE**

***Examination and Analysis: Forensic Auditing or Investigation; Internal Auditing, Performance Auditing; and Quality Assurance, Quality Management, TQM, Baldrige***

*Bill Jones is a Certified Fraud Examiner and Certified Internal Auditor. Jones is a licensed Nursing Home Administrator in North Carolina and holds a Master of Public Health degree. He served as a claims auditor and fraud investigator for the State Medicaid Agency from 1992-2000 during which he conducted claims examinations and follow up inquiries for thousands of claims. After leaving the Agency, he served as chief administrator of a skilled nursing facility from 2000-2012. As administrator, the profitability and business survival of the business required advanced proficiency in Medicare and Medicaid service quality and claims reimbursement requirements. The facility underwent numerous announced and unannounced service quality inspections and pre-authorization and post-authorization claims audits. As a result of both of these occupations, he has technical expertise necessary to perform a measurability assessment of any government or third-party financed service or proposed experimental approach or program. In addition, Jones could assess internal auditing and fraud examination.*

- 1) Actuarial Valuation
- 2) Contracting and Procurement
- 3) Econometric Modelling and Forecasting
- 4) Engineering: Type\_\_\_\_\_
- 5) Examination and Analysis: Cost Accounting /Activity Based Costing
- 6) Examination and Analysis: Data Mining, Decision or Predictive Analytics, Cost Benefit Analysis
- 7) Examination and Analysis: Program Evaluation and Policy Analysis
- 8) Examination and Analysis: Systems Design
- 9) Examination and Analysis: Financial Accounting and Payroll Systems
- 10) Examination and Analysis: Financial Statement and Compliance Auditing
- 11) Examination and Analysis: Forensic Auditing and Investigations
- 12) Examination and Analysis: Internal Auditing, Performance Auditing
- 13) Examination and Analysis: Operations Research, Industrial Engineering, Efficiency Modeling, Just in Time (JIT), Optimization, Cost-Reduction, Six Sigma
- 14) Examination and Analysis: Public Budgeting and Finance
- 15) Geography, Cartography, Demography, GPS
- 16) Investment, Cash Management

- 17) Measurement of Government and Non-Profit Performance Including Outputs, Outcomes, and Benchmarks
- 18) Project Management, PERT, GANTT,
- 19) Public Budgeting and Accounting
- 20) Quality Assurance, Quality Management, ISO, Malcolm Baldrige
- 21) Research Methodology: Evidence Basis, Research Validity and Reliability, Meta-Analysis
- 22) Research Methodology: Logic, Experimental and Quasi Experimental Design
- 23) Research Methodology: Scientific Surveying and Opinion Polling
- 24) Science: Biological\_\_\_\_\_
- 25) Science: Physical\_\_\_\_\_
- 26) Technology: Cloud Computing, Networking, Mass Storage
- 27) Technology: Manufacturer or Software Certifications of Competency (List and spell out)
- 28) Technology: Web Sites, HTML
- 29) Other Technical Expertise:\_\_\_\_\_

5. **Policy Expertise.** This component of the response should address the respondent principal's policy expertise. Policy expertise is knowledge related to a specialized area of jurisdiction or service provided by government. PED will not consider a pre-qualified assessor for an assessment assigned unless the IMA has asserted specified policy expertise in the response to this RFQ. The respondent should assert expertise in one or more of the policy areas listed below or described by the respondent. Include a description of the specific and verifiable nature and years of experience. Include applicable occupational licenses and title certifications spelling out acronyms. Address each specialty or closely related group in a paragraph headed by the bold text name(s) of the expertise as in the hypothetical above relative to technical expertise.

- |  |   |
|--|---|
| 1) Agriculture: Farming/Ranching   | 26) Elections: Voter Registration and Election Administration                           |
| 2) Agriculture: Research and Policy  | 27) Emergency and Disaster Response   |
| 3) Architecture, Facility Design, Construction and Facilities Maintenance                                      | 28) Environment and Ecosystem Enhancement   |
| 4) Archives and Historical Preservation  | 29) Ethics  |
| 5) Attractions: Aquariums, Cultural Affairs and the Arts, Entertainment, Fairs and Expositions, Museums, Zoos, | 30) Forestry and Fire Protection  |
| 6) Banking and Lending Regulation  | 31) Gaming Regulation and Lotteries   |
| 7) Child: Adoption and Foster Care   | 32) Health: Dentistry   |
| 8) Child: Infant and Child Development   | 33) Health: General Public  |
| 9) Child: Protection, Abuse Prevention   | 34) Health: Infant Mortality Reduction  |
| 10) Corporate Registration and Regulation  | 35) Health: Long-Term and Home Health Care  |
| 11) Corrections: Adult   | 36) Health: Medicine  |
| 12) Corrections: Juvenile  | 37) Health: Mental  |
| 13) Corrections: Probation and Parole  | 38) Health: Nursing   |
| 14) Economic Development: Business and Industry  | 39) Health: Pharmacy  |
| 15) Economic Development: Tourism  | 40) Health: Solid Waste Disposal  |
| 16) Education: Administration and Governance   | 41) Health: Substance Abuse and Dependency  |
| 17) Education: College and University  | 42) Health: Veterinary and Animal Related   |
| 18) Education: Community College   | 43) Health: Water and Sewer   |
| 19) Education: Exceptional or Disability Related   | 44) Hospitals, Clinics, HMO, Managed Care   |
| 20) Education: Finance   | 45) Insurance and Underwriting  |
| 21) Education: K-12  | 46) Investment Policy   |
| 22) Education: Pre-K   | 47) Law Enforcement and Criminal Justice: Intelligence, Organized Crime (Sworn Service) |
| 23) Education: Professional (Engineering, Law, Nursing, Medicine)  | 48) Law Enforcement and Criminal Justice: Investigation and Evidence (Sworn Service)    |
| 24) Education: Trade and Technical Skills  | 49) Law Enforcement and Criminal Justice: Police and Patrol (Sworn Service)             |
| 25) Elections: Redistricting and Reapportionment   | 50) Law: Adjudication and Mediation   |

- |   |  |
|---|--|
| 51) Law: Civil Litigation   | 72) Public Finance, General Obligation and Revenue Bonds, Notes, COPS, Social Obligation Bonds   |
| 52) Law: Court Administration   | 73) Public Utilities: Certificate of Need and Rate Regulation  |
| 53) Law: Criminal Defense   | 74) Public Utilities: Operation and Management   |
| 54) Law: Prosecution  | 75) Real Estate and Property Management  |
| 55) Medicaid  | 76) Security: Building and Ground Design and Countermeasures   |
| 56) Military Affairs  | 77) Security: Security Guard Services  |
| 57) Occupational Licensing (and Name the Occupation or Profession)  | 78) Security: VIP Protection   |
| 58) Parks, Recreation, Athletic Administration, Stadiums  | 79) Social Work  |
| 59) Personnel: Classification and Compensation  | 80) Tax Assessment and Collection  |
| 60) Personnel: Training and Management Development  | 81) Tax Policy   |
| 61) Personnel: Recruitment, Selection, and Retention  | 82) Tax Revenue Forecasting  |
| 62) Public Administration and Government Operations: County and Municipal   | 83) Technology: Governance, Enterprise Level System Development  |
| 63) Public Administration and Government Operations: Special Districts, Authorities, Enterprises, Privatization and Outsourcing | 84) Transportation: Air  |
| 64) Public Administration and Government Operations: State  | 85) Transportation: Fleet Management   |
| 65) Public Assistance: Elder Affairs  | 86) Transportation: Rail and Mass Transit  |
| 66) Public Assistance: Unemployment Compensation  | 87) Transportation: River and Harbor   |
| 67) Public Assistance: Worker Compensation, Rehabilitative Services   | 88) Transportation: Road and Bridge Construction and Maintenance   |
| 68) Public Assistance: Food, Nutrition, SNAP (Food Stamps)  | 89) Transportation: Toll Roads, Tunnels, Bridges   |
| 69) Public Assistance: Social Services  | 90) Veterans Affairs   |
| 70) Public Assistance: Transfer Payments  | 91) Weights, Measures, Standards Testing   |
| 71) Public Employee Compensation and Benefits   | 92) Wildlife Conservation: Game and Inland Fisheries Management, Marine Fisheries Management, Endangered Species Protection, and Licensing |
|   | 93) Wildlife, Fish and Marine Law Enforcement  |
|   | 94) Workforce Policy   |
|   | 95) Other Policy<br>Expertise_____   |

6. **References.** One page listing the name, mailing address, email address, and telephone contact information of three references that can verify and are familiar with the respondent's technical and policy expertise. Explain how each reference became familiar with the work of the principal.

7. **Potential Conflicting Relationships.** Disclose any current or former employment, or previous or current contractual engagement by the principal with State agencies and universities within the previous five years that may conflict as provided by G.S. 143E-4:

- (a)...The Program Evaluation Division shall not assign an assessor to a measurability assessment if the assessor has been employed by or contracted with the entity within five years preceding the assessment.
- (b) The Program Evaluation Division shall establish standards for assessor qualifications, independence, and conducting and reporting measurability assessments. Individuals who do not meet the qualifications may not be used to conduct measurability assessments.

The disclosure must include service dates and all relationships or projects including projects performed as a subcontractor or as an unpaid volunteer *that could be interpreted as a potential conflict of interest by a critical or skeptical observer*. It is likely that potential North Carolina responders may be or are related to current or retired public employees or are current or former employees of organizations receiving or who have received public funds. Disclose potential conflicts involving the

principal's immediate family. The term "immediate family" includes the principal's spouse (unless legally separated). It also includes members of the principal's extended family (principal's and principal's spouse's children, grandchildren, parents, grandparents, and siblings, and the spouses of each of those persons) who reside in the principal's household. Disclosure of a conflict with an agency will not disqualify the IMA from performing assessments involving agencies with which there are no conflicts in the opinion of the Contract Administrator.

8. **Disclosure of any Litigation.** Respond to the question "Does your business entity or respondent professional who will perform assessments have any pending litigation or binding arbitration with a client?" If yes, describe what is in contention or sought, the name of contending parties and what court or arbitration entity is handling the matter.
9. **Statement of Financial Stability.** The respondent must submit a recent financial statement or a one page statement of assured financial stability signed by an individual or officer with legal authority to bind.
10. **Statement of Approach and Understanding.** Description not exceeding three (3) pages single-spaced of the respondent's understanding of requirements for assessing a program or proposed or active pilot project within the principal's technical and policy expertise using criteria of measurability listed within G.S. 143E (b)(1)-(14) quoted earlier in this RFQ. It is not necessary to quote lengthy passages from the Measurability Assessment Act in the description.

## **SECTION VI: THE PROCUREMENT PROCESS**

This procurement is a competitive qualifications-based selection culminating in pre-qualification as an Independent Measurability Assessor eligible for a contract to perform the necessary services for the agreed compensation and terms. This is not a sole source selection. No firms or business representatives have been contacted or given notice of the requirements of this RFQ before its release.

The Director of the Program Evaluation Division will review responses to this RFQ and will recommend approval by the Legislative Services Officer of the respondents submitting the best qualifications to be pre-qualified Independent Measurability Assessors (IMA).

**Qualifications submitted expressing unwillingness to perform any task specified by the RFQ Statement of Work will be disqualified and not considered.**

**Pre-qualification is Not a Retainer and Does Not Constitute a Guarantee of Work or Compensation.** Pre-qualification does not guarantee or represent any commitment to engage the Contractor for any minimum number of hours during the Contract period. A pre-qualified IMA may or may not be engaged for any work during the contract period.

## **SECTION VII: GENERAL TERMS AND CONDITIONS**

The following section refers to general terms and conditions that are specific for this agreement.

- A. **Contract Term.** The term of this Contract shall begin \_\_\_\_, 2017, continuing until June 30, \_\_\_\_, or until completion of all Contract requirements as determined by the Legislative Services Commission (LSC), whichever is later.
- B. **Renewals or Extensions for Additional Work.** The LSC shall have the option to renew or extend for up to twelve (12) additional months by providing written notice to the Contractor

at least thirty (30) days prior to June 30\_\_\_\_. The Contractor shall be compensated at the same rates as the Contract prior to renewal or extension. However, availability by the Contractor beyond June 30\_\_\_\_ does not constitute an extension or renewal of the contract.

- C. **Acceptance of RFQ Terms and Conditions.** All responses are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions. The submission of other terms and conditions, price lists, catalogs, or other documents or exceptions as part of a Contractor's response shall be waived and have no effect either on this RFQ or on any Contract that may be awarded through this solicitation. By submitting an executed RFQ, the Contractor specifically agrees to the conditions set forth herein.
- D. **Additional Contract Expenses.** The Contract for the project is not a time and materials agreement. Any expenses of the Contractor in addition to those Contracted for or above the Contract amount, are the sole responsibility of the Contractor.
- E. **Administrators for the Contract.** The Contract Administrator for the LSO and the Project Manager for the Contractor are the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. The LSC Contract Administrator is John Turcotte, Director of the Program Evaluation Division, 919-301-1404 and shall be contacted at the mailing or email address below:

John Turcotte  
Program Evaluation Division  
100 Legislative Office Building  
300 North Salisbury Street  
Raleigh, NC 27603  
john.turcotte@ncleg.net

Either party may change its Administrator or his or her address and telephone number by written notice to the other party.

- F. **Advertising.** The Contractor shall not use the award of this Contract as part of any news release or commercial advertising.
- G. **Amendments.** This Contract may not be amended orally or by performance. This Contract may be amended only by written amendments duly executed by the LSC and the Contractor. No changes in scope of work, time for performance, or other Contractual terms shall be effective without a written amendment.
- H. **Applicability of State Government Ethics Act.** The State Government Ethics Act (Chapter 138A of the North Carolina General Statutes) applies to all prequalified assessors because as Contracted consultants of the General Assembly, assessors are "legislative employees." This does not mean that Contractors are "employees" for any other purposes. Upon notification of initial prequalification, assessors will be required to complete an ethics training program, available online, covering requirements of this act. For specific requirements, see G.S. 120C-100(6) and G.S. 138A-3(21). After the principal completes and certifies completion to PED on a form provided by PED, the IMA is eligible to perform assessments.

- I. **Assignment.** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request of the Contractor, the LSO may:
1. Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor.
  2. Include any person or entity designated by the Contractor as a joint payee on the Contractor's payment check(s).
- In no event shall such approval and action obligate the LSC to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all Contract obligations.
- J. **Audits and Access to Records.** The LSC reserves the right to conduct audits of the Contractor's records and files related to the performance or cost of this Contract. The Contractor shall make available to the LSC any person, record, or file deemed necessary by the LSC to validate either performance or cost. The LSC may, in its sole discretion, assign to the State Auditor or other third party its rights to conduct an audit of the Contractor's records and files as provided herein. The Contractor will be accountable for resolving any discrepancy arising from any audit.
- K. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the appropriation, allocation, and availability of funds to the LSC for the purpose set forth in this agreement.
- L. **Beneficiaries.** Except as otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the LSC and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the LSC and Contractor that any such person or entity, other than the LSC or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- M. **Care of Property.** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and shall reimburse the LSC for loss or damage of such property. At the termination of this Contract, the Contractor shall contact the LSO for instructions as to the dispositions of such property and shall comply with these instructions.
- N. **Choice of Law.** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Contractor agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined.
- O. **Confidentiality.** The Contractor shall comply with the provisions of Article 17 of Chapter 120 of the North Carolina General Statutes regarding confidentiality between the Contractor

and members of the General Assembly. For purposes of this Contract, the Contractor shall be considered a “legislative employee” as defined in G.S. 120-129(2). This does not mean that Contractors are “employees” for any other purposes. These confidentiality provisions shall survive termination of this Agreement.

- P. 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.
- Q. Conflict Resolution.** In the event the parties cannot mutually agree to a resolution of any controversies or claims between the parties regarding the provision of services and completion of deliverables, the LSO, at its sole discretion and judgment, shall make the final determination as to whether deliverables have been satisfactorily completed or other services provided in accordance with the Contract.
- R. Contract Documents.**
1. The Contract consists of the following documents, incorporated herein by reference:
    - a. This RFQ, which includes all Exhibits.
    - b. The Addenda to this RFQ, if any.
    - c. The Contractor’s response to the RFQ containing contents specified by Section V. of this RFQ.
  2. In the event of a conflict between or among the terms of the Contract documents, the terms in the Contract with the highest precedence shall prevail. The Addenda to the RFQ (if any), in reverse numeric order, shall have the highest precedence, the RFQ shall have the second highest precedence, and the successful Respondent’s proposal shall have the third highest precedence. These documents constitute the entire agreement between the parties and supersede all prior oral or written statements or agreements.
- S. Copyrights and Ownership of Deliverables.** All deliverable items produced pursuant to this Contract are the exclusive property of the LSC. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.
- T. Data Ownership.** The Contractor understands and agrees that all data provided by the LSC, or by the government sectors, shall be used by the Contractor solely for the purposes described in this Contract. All data created in any form as part of this Contract shall be the property of the LSC and shall be available to the LSC at all times. Upon termination of the Contract, all data associated with this Contract shall be transferred to and accepted by the LSC prior to final payment to the Contractor. Under no circumstances shall the Contractor share the data with any other entity without the LSC's prior written authorization provided by the LSO.
- U. Defined Terms and References.** For purposes of this Contract, the following terms and phrases shall have the following meanings:
1. Conflict of Interest – Situations or circumstances through which the Respondent, or entities or individuals closely affiliated with the Respondent, will derive, or reasonably may be perceived as deriving, direct financial or other pecuniary benefit from its performance of this Contract other than through the compensation received according to the Contract for performance of the Contract, or that might impair, or reasonably be

perceived as impairing, the Respondent's ability to perform this Contract in the best interests of the State. It shall also include any conduct prohibited under Article 4 (Ethical Standards for Covered Persons) of Chapter 138A (State Government Ethics Act) of the North Carolina General Statutes.

2. Contract – Refer to Section VI.R of this RFQ.
3. Contract Administrator – A senior legislative staff person designated by the LSO as the person to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed.
4. Contractor – The Independent Measurability Assessor (IMA) assigned by the Program Evaluation Division to assess measurability of a program or project specified by the General Assembly.
5. Government Sectors – All State agencies, departments, institutions, and the University of North Carolina.
6. Legislative Services Commission – As defined in G.S. 120-31.
7. Legislative Services Officer – (LSO) as defined in G.S. 120-36.
8. Parties to the Contract – The Parties (“Parties”) to this Contract are the Legislative Services Commission and the Contractor(s) selected through this RFQ process.
9. Principal Assessor–The person who will perform the measurability assessments provided for in this Contract and to whom matters relating to administration or interpretation of this Contract shall be addressed.
10. Program Evaluation Division – A staff agency of the North Carolina General Assembly.
11. Report – Any reference to the term "Report" shall be synonymous with the phrase "Measurability Assessment."
12. Total Contract Fee – The product of the hourly rate provided by the contract multiplied by the hours approved by the Contract Administrator.

V. **Disclosure.** The Contractor shall provide all of the following documents, disclosures, and information:

1. A listing of all affiliations, business relationships, or other associations with any of the government sectors that are the subject of this study.
2. An affirmation that the Contractor shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.
3. Any conflict of interest or a potential conflict of interest with any of the government sectors that are the subject of this study.



5. Written notice to the LSC of any actual or imminent legal matters or regulatory compliance actions involving the Contractor and federal, State, or local government entities. Without limitation, notice shall be provided for investigations and legal actions or matters subject to arbitration brought involving the Contractor by a government agency (federal or State) on matters relating to payments from government entities. In providing the notice, the Contractor shall provide the date of initiation, the subject matter, the parties to the matter, and the resolution if resolved at the time of the notice. Notice must include settlement agreements or corporate integrity agreements, unless otherwise confidential.
- W. 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 RFQ, any addenda thereto, and the Respondent's proposal are incorporated herein by reference as though set forth verbatim.
- X. Equal Employment Opportunity.** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.
- Y. Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by 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.
- Z. Independent Contractor.** The Contractor is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed.
- AA. Indemnification.** 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. 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.
- BB. Insurance.**
- Within ten (10) days of signature of the Contract, the Contractor shall obtain a general commercial liability insurance policy with coverage of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The general commercial liability insurance policy shall include automobile liability insurance coverage. The Contractor shall provide proof of the required contract of insurance to the Contract Administrator within ten (10) days of the signature of the contract.
- CC. Invoicing.**

1. No payments will be made unless the LSO has determined after notification by the Contract Administrator that the IMA has completed the written assessment on forms provided by the Contract Administrator.
2. The Contract Administrator shall notify the Contractor by email that the LSO has approved completion of the assessment form and has authorized the Contractor to submit an invoice in the amount stated within the notice.
3. The Contractor shall by email attachment submit the invoice to the Contract Administrator.
4. The LSC will not render payment for incomplete or unsatisfactory work. The LSO at his sole discretion shall determine if work itemized on each invoice has been satisfactorily completed and is authorized by the LSC to withhold payment for incomplete, unsatisfactory, or untimely work.
5. Payment shall be made within thirty (30) days of receipt of the Contractor's invoice, provided that the LSO has determined satisfactory completion of the assessment.
6. The LSC reserves the right to validate any invoice submitted for payment and shall have access to Contractor's supporting documentation necessary to validate the invoice, including, but not limited to timesheets, expense reports, and travel and subsistence receipts.

- DD. Personnel.** All assessor services must be performed solely by the principal assessor. The Contractor shall not substitute any other person in performance of this Contract
- EE. Liability Claims Against the Contractor.** Neither the State of North Carolina nor its employees shall be responsible for any liability claims against the Contractor.
- FF. Record Retention.** The Contractor shall retain all records for a minimum of five (5) years following completion or termination of the Contract; however, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
- GG. Rejection of Responses.** Any submission that is deemed by the LSO to be incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the LSO. The LSO will not accept reservations to these terms and conditions in responses. The responder is responsible for assuring the timely delivery of a submission. Late responses will be rejected without review. Any unsolicited change to a submission that is received after the closing date of this RFQ will be rejected.
- HH. Right to Accept Part of Proposal and Negotiate Content and Cost.** The LSC reserves the right to accept part of any submission and to divide any submission into parts deliverable in stages over an extended time period. The LSC reserves the right to negotiate and alter the content, form, schedule, and deliverables of any proposal or portion of a proposal accepted. The LSC reserves the right to negotiate the cost of any proposal or portion of a proposal accepted.
- II. Sales/Use Tax Refunds.** If eligible, the Contractor and all subcontractors shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

- JJ. Survival of Promises.** 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.
- KK. Termination without Cause.** The Legislative Services Officer may terminate this Contract without cause by giving **five (5) days written notice** 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 LSC, become its property. If the Contract is terminated during any ongoing task of the Contractor, the Contractor shall be paid an amount equal to the sum of the Contractor's reasonable hours demonstrably incurred for work performed in connection with that task prior to receipt of the notice of termination, but in no event shall the amount be greater than the amount that the LSC would have been obligated to pay if the task had been completed and its associated deliverables had been accepted. If an interrupted task is one of several tasks to which a deliverable payment would have applied, the limit to the compensation to be paid for the interrupted task shall be proportionate to the amount of work completed by the Contractor toward the deliverable in relation to the total work required to provide the deliverable.
- LL. Termination with Cause.** If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the LSC shall 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 prepared by the Contractor under this Contract shall, at the option of the LSC, become its property. If the Contract is terminated during any ongoing task of the Contractor, the Contractor shall be paid an amount equal to the sum of the Contractor's reasonable labor, materials, and overhead costs demonstrably incurred for work performed in connection with that task prior to receipt of the notice of termination, but in no event shall the amount be greater than the amount that the LSC would have been obligated to pay if the task had been completed and its associated deliverables had been accepted. If an interrupted task is one of several tasks to which a deliverable payment would have applied, the limit to the compensation to be paid for the interrupted task shall be proportionate to the amount of work completed by the Contractor toward the deliverable in relation to the total work required to provide the deliverable. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the LSC for damages sustained by the LSC by virtue of the Contractor's breach of this agreement, and the LSC may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the LSC from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the LSC may procure Contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this Contract.
- MM. Time of the Essence.** Time is of the essence in the performance of this Contract.
- NN. Waiver of Default.** Waiver by the LSC of any default or breach in compliance with the terms of this Contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the LSC and the Contractor, and attached to this Contract.

**SECTION VIII: EXECUTION OF PROPOSAL BY RESPONDENT**

Execution of Proposal – By submitting this proposal, the Respondent certifies the following:

1. This proposal is signed by the principal or by an authorized representative of the firm with which the principal is associated.
2. The Respondent may obtain insurance certificates as required within 10 calendar days after receiving formal notice to proceed (if applicable).
3. The Respondent has read and understands the conditions set forth in this RFQ and agrees to them with no exceptions.
4. The Respondent shall sign an Execution of Contract Agreement with the LSC as indicated in Exhibit D.

Therefore, in compliance with this RFQ, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within ninety (90) calendar days from the date of the opening, to furnish the subject services described herein.

RESPONDENT: \_\_\_\_\_

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

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

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Principal Place of Business if different from above: \_\_\_\_\_

Will any of the work under this Contract be performed outside the United States?

Yes       No (If yes, describe in the response.)

By:

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Print Name)

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR SUBMISSION**

## SECTION IX: GENERAL INFORMATION ON SUBMITTING RESPONSES

- A. **CERTIFICATION.** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion, that none of the 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, and that they are not an ineligible vendor as set forth in G.S. 143-59.1 or G.S. 143-59.2. False certification is a Class I felony.
- B. **CONFIDENTIALITY OF RESPONSES.** In submitting its proposal, the Respondent 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 this Contract. Respondents not in compliance with this provision may be disqualified, at the option of the LSO, from Contract award. Only discussions authorized by the issuing agency are exempt from this provision.
- C. **COST FOR PROPOSAL PREPARATION.** Any costs incurred by the Respondent in preparing or submitting offers are the Respondent's sole responsibility; the LSC will not reimburse any Respondent for any costs incurred prior to award.
- D. **ELABORATE RESPONSES.** Elaborate responses in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- E. **EXCEPTIONS.** All responses 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 a Respondent's response will be waived and have no effect either on this RFQ or on any Contract that may be awarded resulting from this solicitation. The Respondent specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- F. **HISTORICALLY UNDERUTILIZED BUSINESSES ("HUB").** Pursuant to G.S. 143-48, the LSC and the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and nonprofit work centers for the blind and severely disabled. Respondents may register at the HUB website: <http://www.doa.state.nc.us/hub/>
- G. **RESPONDENT'S REPRESENTATIVE.** Each Respondent shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the company or firm and answer questions or provide clarification concerning the proposal.
- H. **PROPRIETARY INFORMATION.** Trade secrets or similar proprietary data which the Respondent does not wish disclosed to other than personnel involved in the evaluation or Contract administration will be kept confidential to the extent permitted by G.S. 132-1.2 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. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

- I. **REFERENCE TO INFORMATION IN OTHER RESPONSES.** Only information which is received in response to this RFQ will be evaluated; references to information submitted in other responses or documents shall not be considered.
- J. **RIGHT TO SUBMITTED MATERIAL.** All responses, inquiries, or correspondence relating to or in reference to the RFQ, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondents shall become the property of the State when received.
- K. **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 this Contract is expected to be awarded prior to that time, the ninety (90) day period is requested to allow for unforeseen delays.
- L. **TITLES.** Titles and headings in this RFQ and any subsequent Contract are for convenience only and shall have no binding force or effect.

## **SECTION X: EXHIBITS**

### **Exhibit A**

#### **EXECUTION OF CONTRACT**

##### **Independent Measurability Assessors to Assess State Programs and Projects**

This EXECUTION OF CONTRACT by and between the Legislative Services Commission (hereinafter "LSC") and <NAME OF CONTRACTOR> (hereinafter "Contractor"), collectively referred to as the Parties ("Parties") is made effective the <DATE>. By executing this document, the Contractor certifies the following:

- A. The **Independent Measurability Assessors to Assess State Programs and Projects** Request for Qualifications ("RFQ") 2017-1, submitted by the LSC, any exhibits attachments and addenda thereto, and submitted by the Contractor, shall collectively be considered the Contract ("Contract").
- B. The Contractor has read and understands the conditions set forth in the **Independent Measurability Assessors to Assess State Programs and Projects** RFQ 2017-1, submitted by the LSC, and fully agrees to the terms and conditions provided therein with no exceptions.
- C. The cost, including direct and indirect, and availability of all equipment, materials, and supplies associated with performing the services described in the **Independent Measurability Assessors to Assess State Programs and Projects** RFQ 2017-1, submitted by the LSC, have been determined and included in the Contractor's proposed cost for the services and time periods specified in the format required by Exhibit B.
- D. The Contracted **Independent Measurability Assessors to Assess State Programs and Projects** shall begin effective upon the date of Contract execution unless otherwise agreed upon by the Parties.
- F. The term(s) of the Contract shall be that set forth in the **Independent Measurability Assessors to Assess State Programs and Projects** RFQ 2017-1.

The LSC and the Contractor have executed this EXECUTION OF CONTRACT in duplicate originals, one of which is retained by the Contractor and one by the LSC, the day of the year first above written.

Approved by the Legislative Services Commission

WITNESS:

\_\_\_\_\_ BY: \_\_\_\_\_  
Senator Phil Berger, Cochair  
Legislative Services Commission

Date: \_\_\_\_\_

WITNESS:

\_\_\_\_\_ BY: \_\_\_\_\_  
Representative Tim Moore, Cochair  
Legislative Services Commission

Date: \_\_\_\_\_

<INSERT CONTRACTOR NAME>

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_