

**NORTH CAROLINA BOARD OF LICENSED PROFESSIONAL COUNSELORS
REQUEST FOR PROPOSALS**

RFP Number	NCBLPC 2014-01
RFP Issued On	January 7, 2014
Deadline for Questions	January 22, 2014
Deadline for Filing Proposals	February 11, 2014 (hard copy must be received by 5:00 pm this date)
Proposals Will Be Opened On	February 12, 2014
Commodity or Service	Licensing Board Management Services
Email Questions to	spanico@ncdoj.gov
Mail Proposals to	Denauvo Robinson, 604 Small Drive, Elizabeth City, NC 27909

THIS REQUEST FOR PROPOSALS (RFP) advertises the Board’s need for the goods or services described herein and solicits proposals offering to sell such goods or services pursuant to the terms of the RFP. **All proposals received shall be treated as offers to contract.** If the Board decides to accept an offer, an authorized representative of the Board will sign the Vendor’s proposal and best and final offer, if any, in the spaces provided in those documents. Acceptance shall create a contract that is effective as of the date of acceptance. **This RFP is available electronically on the Board’s website at www.ncblpc.org**

THE CONTRACT DOCUMENTS shall consist of the RFP; the addenda to the RFP, if any; the Vendor’s proposal; and the Vendor’s best and final offer, if any. In the event of a conflict between the terms of the contract documents, the terms in the document with the highest precedence shall control. The addenda to the RFP, if any, shall have the highest precedence; the RFP shall have the second highest precedence; the Vendor’s Best and Final Offer, if any, shall have the third highest precedence; and the Vendor’s proposal shall have the fourth highest precedence. These documents shall constitute the entire agreement between the parties and shall supersede all other prior oral or written statements or agreements.

OFFER: Pursuant to the above-referenced Request for Proposals, and subject to all the terms and conditions contained therein, the undersigned offers and agrees to furnish any or all of the goods or services upon which prices are bid, at the prices and within the times specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion and that this offer is valid for 90 days after the date the bids are opened.

To be filled out and signed by the bidder:

VENDOR NAME:	E-MAIL ADDRESS:	
STREET ADDRESS:	P.O. BOX:	P.O. Box ZIP:
CITY, STATE & STREET ADDRESS ZIP:	TELEPHONE NUMBER:	
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	

An unexecuted proposal is invalid and shall not be reviewed.

<p>FOR AGENCY USE ONLY: Offer accepted and contract awarded this ___ day of _____, 2014. By: _____</p>

FILING INSTRUCTIONS: Deliver **one original** signed paper copy of your proposal plus **three photocopies** of your proposal to the Board Chairperson: Denauvo Robinson at 604 Small Drive, Elizabeth City, NC 27909 **and** email a **PDF copy** of your application to: dr.denauvorobinson@gmail.com.

FILING DEADLINE: The paper and PDF copies of the Proposal must all be received by the Board by 5:00 p.m. on February 11, 2014. **Proposals received after that time and date will not be reviewed.**

WRITTEN QUESTIONS: All written questions regarding this RFP must be submitted to the Board via e-mail at spanico@ncdoj.gov by no later than 5:00 pm on January 22, 2014. The Board will not respond to questions submitted thereafter. A copy of all questions and answers regarding this RFP shall be emailed on or before January 27, 2014 to each person who received a copy of this RFP. The written questions and answers shall constitute an addendum to this RFP. The requirements of this RFP can be altered only by written addendum. Verbal questions and answers shall not be binding upon the Board.

When submitting questions, please insert the phrase, “**Questions Regarding RFP Number LPC 2014-01**” in the subject matter of your e-mail and use the Question Format shown in Table 1, below.

Table 1: Question Format

Question Number	Vendor Name	RFP Section No.	RFP Page Number	Question

PROHIBITED COMMUNICATIONS: Except for: (1) the written Vendor questions authorized above; (2) any oral presentations or written clarifications requested by the Board pursuant to RFP Section 9.3, below; or (3) inquiries about the status of contract award, no Vendor may have any written or oral communication with any member of the Board or its agents about this RFP, the Vendor’s proposal, or any other Vendor’s proposal, from the date this RFP is issued until the date the contract is awarded. Vendors who violate this prohibition shall be disqualified from contract award, unless it is determined that the best interest of the Board would not be served by the disqualification.

BASIS FOR REJECTION: The Board 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; errors in specifications or indications that revision would be advantageous to the Board; 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 Board.

NOTICE TO VENDORS: The Board objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s response. By execution and delivery of a proposal in response to this Request for Proposals, the Vendor agrees that any additional terms and conditions in the proposal, 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 be returned to the Vendor at the Vendor’s expense or destroyed at the Vendor’s request.

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SECTION 1 INSTRUCTIONS

- 1.1 **Acceptance of RFP Terms & Conditions:** 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, or other documents as part of an Vendor's response shall be waived and have no effect either on this Request for Proposals or on any contract that may be awarded through this solicitation. By submitting an executed proposal, the Vendor specifically agrees to the conditions set forth in this paragraph.

- 1.2 **Certifications:** By executing and submitting a proposal, the signer certifies that the proposal is submitted competitively and without collusion (G.S. § 143-54); that none of the Vendor’s officers, directors, or owners (if the Vendor is an unincorporated business entity) have been convicted of any violation of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. § 143-59.2); and that the Vendor is not an ineligible Vendor as set forth in G.S. § 143-59.1. False certification is a Class I felony.

- 1.3 **Oral Explanations:** The Board shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

- 1.4 References To Information In Other Proposals:** Information submitted in one proposal may not be incorporated by reference in another proposal. Vendors must include within their proposals all of the information they want the Board to review and consider.
- 1.5.1 Elaborate Proposals Not Desired:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective bid are not desired. The Board prefers that all proposals are submitted in a format which allows for easy removal and recycling of paper materials.
- 1.6 Bid Costs:** Vendors shall be responsible for all costs incurred by them in preparing and submitting their proposals. The Board will not reimburse any Vendor for the cost of preparing and submitting a proposal.
- 1.7 Time For Acceptance:** Each proposal must state that it is a firm offer that may be accepted by the Board at any time within 90 days following the deadline for submitting the proposal.
- 1.8 Confidentiality Of Proposals:** By executing and submitting a proposal, the Vendor agrees that it will not disclose the contents of its proposal to any person or entity other than the Board until after contract award, except as authorized in writing by the Board. Violators may be disqualified from contract award.
- 1.9 Ownership of Submitted Materials:** All materials submitted in response to this RFP, including all proposals, reports, charts, displays, schedules, exhibits, samples, and correspondence, shall become the property of the Board when received by the Board.
- 1.10 Vendor's Representative:** Each Vendor shall submit with its proposal the name, address, and telephone number of one or more persons authorized to bind the Vendor and to answer questions, or provide clarification, regarding the Vendor's proposal.
- 1.11 Historically Underutilized Businesses:** Pursuant to G.S. § 143-48 and Executive Order Number 13, the Board invites and encourages participation in this procurement by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. For more information, go to: <http://www.doa.state.nc.us/hub/>.
- 1.12 Preference May Be Given To North Carolina Products And Citizens:** G.S. § 143-59 establishes the circumstances and ways in which preference may be given to North Carolina products and citizens.
- 1.13 Interpretation of Certain Phrases:** This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Board and (2) to provide (together with other specified documents) the terms of the contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms 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. In determining whether proposals should be evaluated or rejected, the Board will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Board's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Board exercising its discretion to reject a proposal in its entirety.

SECTION 2 GENERAL TERMS & CONDITIONS

- 2.1 Contract Documents:** The Contract that is awarded as a consequence of this RFP shall consist of the following documents:

- (a) The Addenda to this RFP, if any;
- (b) This RFP;
- (c) The Vendor's Best and Final Offer, if any; and
- (d) The Vendor's Proposal.

In the event of a conflict between or among the terms of the Contract Documents, the term in the Contract Document with the highest precedence shall prevail. The Addenda to the RFP (if any) shall have the highest precedence, the RFP shall have the second highest precedence, the Vendor's Best and Final Offer ("BAFO") shall have the third highest precedence, and the Successful Vendor's proposal shall have the fourth highest precedence. These documents shall constitute the entire agreement between the parties and supersede all other prior oral or written statements or agreements.

2.2 Contract Administrators: The Contract Administrators are the persons to whom all required notices shall be given and to whom all matters relating to the administration or interpretation of this Contract shall be addressed. The Vendor shall designate a single Contract Administrator, who shall be the Vendor's primary contact with Board for all issues regarding this Contract. The Vendor shall identify its initial Contract Administrator in its proposal and shall confirm the name, title, address, telephone number, facsimile number, and email address of its Vendor Administrator within 5 business days after the Effective Date of the Contract. The Vendor's Contract Administrator shall be available by phone, facsimile, or e-mail, upon 24 hours notice. The Board's contract administrator shall be: Denauvo Robinson, Board Chair.

Either party may change the identity of its Contract Administrator or change the contact information for its Contract Administrator by giving timely written notice of the change to the other party.

2.3 Independent Vendor: The Vendor is and shall be deemed to be an independent Vendor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Vendor represents that it has, or shall 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 Board.

2.4 Subcontracting: The Vendor shall not subcontract any of the work contemplated under this contract without prior written approval from the Board. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Board shall not be obligated to pay for any work performed by any unapproved subcontractor. The Vendor shall be responsible for the performance of all of its subcontractors.

2.5 Assignment: No assignment of the Vendor's obligations or the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the Board may:

- (a) Forward the Vendor's payment checks directly to any person or entity designated by the Vendor;
or
- (b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment checks.

In no event shall such approval and action obligate the Board to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all contract obligations.

2.6 Beneficiaries: Except as herein specifically provided otherwise, 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 Board and the named Vendor. 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 Board and Vendor that any such person or entity, other than the Board or the Vendor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

2.7 Indemnification: The Vendor agrees to indemnify and hold harmless the Board, and any of its officers, members or agents, from any claims of third parties arising out or any act or omission of the Vendor in connection with the performance of this contract.

2.8 Insurance

(a) During the term of the contract, the Vendor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits:

- (1) **Worker's Compensation Insurance:** The Vendor 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 Vendor's employees who are engaged in any work under the contract. If any work is subcontracted, the Vendor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- (2) **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 costs shall be in excess of the limit of liability.
- (3) **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 Vendor 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 Vendor 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 North Carolina law. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the contract.

(b) The Vendor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the

coverage and limits specified in subparagraph (a). The Board shall be the sole judge of whether such a waiver should be granted.

- (c) The Vendor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Board shall be the sole judge of whether such a waiver should be granted.
- (d) The Vendor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (e) The Vendor shall require its subcontractors to comply with the requirements of this paragraph.
- (f) The Vendor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the Board before the Vendor begins work under this contract.

2.9 Liability Claims Against The Vendor: The Board shall not be responsible for any liability claims against the Vendor.

2.10 Termination Without Cause: The Board may terminate this contract without cause by giving **30 days written notice** to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the Board, become its property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

2.11 Termination for Cause: If, through any cause, the Vendor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Board shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the Board, become its property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Vendor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of the Vendor's breach of this agreement, and the Board may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the Board from such breach can be determined. In case of default by the Vendor, without limiting any other remedies for breach available to it, the Board may procure the contract services from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Vendor shall be an act of default under this contract.

2.12 Waiver of Default: Waiver by the Board of any default or breach in compliance with the terms of this contract by the Provider 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 Board and the Vendor and attached to the contract.

2.13 Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Board.

- 2.14 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.
- 2.15 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.
- 2.16 Compliance with Laws:** The Vendor 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.
- 2.17 Equal Employment Opportunity:** The Vendor shall comply with all federal and State laws relating to equal employment opportunity.
- 2.18 Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Vendor 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 Board. The Vendor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract. The Vendor shall protect the confidentiality of finger print cards and criminal history record information as directed by the SBI.
- 2.19 Data Ownership:** The Vendor understands and agrees that all data provided by the Board to the Vendor is owned by the Board and shall be used by the Vendor 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 Board and shall be available to the Board at all times. At the end of the contract, all data associated with this contract shall be transferred to and accepted by the Board prior to final payment to the Vendor. Under no circumstances shall the Vendor share the data with any other entity without the the Board Contract Administrator's prior written authorization.
- 2.20 Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the Board. The Vendor shall not assert a claim of copyright or other property interest in such deliverables.
- 2.21 Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Board shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n), and any amendments thereto.
- 2.22 Access to Persons and Records:** The State Auditor shall have access to all 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.
- 2.23 Record Retention:** The North Carolina Board of Licensed Professional Counselors has a record retention policy. Records concerning contracts are to be maintained in accordance with that policy. Upon the expiration or termination of the contract, the Vendor shall deliver all such records to the Board or to the board's new management company, as directed by the Board. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this contract has been started before

expiration of the retention period set out in the record retention policy 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 three year period described above, whichever is later. Therefore, records shall not be destroyed, purged or disposed of without the express written consent of the Board.

- 2.24 Certification Regarding Collection of Taxes:** G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. § 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Vendor certifies that it and all of its affiliates (if any) collect all required taxes.
- 2.25 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 Vendor, by signing this contract, 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 shall be determined.
- 2.26 Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Board and the Vendor.
- 2.27 Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
- 2.28 Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
- 2.29 Time of the Essence:** Time is of the essence in the performance of this contract.
- 2.30 Key Personnel:** The Vendor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Board. The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties, including the person designated as the “Administrator/Executive Director” of the Board.
- 2.31 Care of Property:** The Vendor 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 will reimburse the Board for loss of, or damage to, such property. At the termination of this contract, the Vendor shall contact the Board for instructions as to the disposition of such property and shall comply with these instructions.
- 2.32 Travel Expenses:** The Board shall not reimburse the Vendor for any international travel. Furthermore, the Board shall not reimburse the Vendor for any travel within the United States unless such payment is

expressly authorized in the Scope of Work, in which case the reimbursement rates paid shall not exceed the rates paid to State employees pursuant to N.C. Gen. Stat. § 138-6(a)(5).

- 2.33 Sales/Use Tax Refunds:** If eligible, the Vendor 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.
- 2.34 Advertising:** The Vendor shall not use the award of this contract as a part of any news release or commercial advertising.

SECTION 3 PURPOSE, BACKGROUND, AND DEFINITIONS

3.1 Purpose: The North Carolina Board of Licensed Professional Counselors, (hereinafter referred to as the Board) is soliciting sealed proposals to establish a contract through competitive negotiations. The purpose of this RFP is to acquire the services of a qualified professional management company or person (“Vendor/Contractor”) to provide the duties of executive director/administrator and to serve as the Board Office for all of its staffing/management needs.

The management of this organization requires an individual with experience in managing or working within an association or licensure board; strong interpersonal and public relation skills; ability to manage and execute all administrative, financial, budgetary functions; licensee and data base maintenance/development; strong organizational skills; proficiency in MS Word, Quick Books, Excel, Powerpoint and other database electronic managing systems; website maintenance, and understanding of emerging electronic communication tools. Must have experience in working through the rules review process; meeting planning; and be someone who is articulate, personable and diplomatic.

3.2 Background: The Board is responsible for receiving and reviewing applications for licensure under the North Carolina Licensed Professional Counselors Act, monitoring compliance with continuing education and licensure renewal requirements, investigating complaints and making final agency decisions concerning complaints made. These functions require reviewing materials, managing a website, paper files, and an electronic data base, making rules, and holding hearings. There are currently approximately 6200 Licensed Professional Counselors. The Board processes approximately 300 applicants per quarter on average.

The Licensed Professional Counselors Act, Board rules and American Counseling Association Code of Ethics can be found on the Board website at www.ncblpc.org.

3.3 Definitions

NC: the State of North Carolina

N.C.A.C.: the North Carolina Administrative Code

Proposal: A Vendor’s written response to this request for proposals; a bid. The terms “proposal” and “bid” are used interchangeably in this RFP.

State Business Day: Monday through Friday 8:00am – 5:00pm, except State Holidays as defined by the Office of State Personnel at, <http://www.osp.state.nc.us/holsched.htm>.

RFP: Request for Proposal

SOW: Scope of Work

SECTION 4 SCOPE OF WORK

4.1 The Vendor's Responsibilities

4.1.1 HEADQUARTERS:

The Vendor shall:

1. Maintain a physical address as the mailing address and will provide the physical facility in or near Raleigh, North Carolina, that is open to the public, to house the Board's operation to include an office facility with adequate space for the assigned staff, files, equipment, in-house storage, and off-site storage. A conference room must be available for meetings of the board, committees, auditor, or board attorney. The conference room must hold at least 10 people.

2. Staff the office from 8 am to 5 pm each State Business Day. With the Board's approval, the office may open as late as 9 am so long as the office remains open for nine hours each State business day.

3. Provide the standard office equipment needed by the staff assigned to the contract, including personal computers, a suite of software applications compatible with Microsoft Office, laser printers, photocopies, scanners, facsimile machines, and telephones;

4. Obtain and maintain, at the Board's expense, adequate dedicated telephone and facsimile lines in the Board's name that can be transferred to successor management companies.

5. Obtain and maintain, at the Board's expense, an email address in the board's name that can be transferred to successor management companies.

4.1.2. AUTOMATION: The Vendor shall be responsible for automating the application process for licensing and for renewals of licenses. The Vendor shall also automate all required forms that applicants and licensees are required to submit, including supervision forms. The Vendor shall begin the automation process within 3 months of the effective date of the contract. The automation process shall be current and regularly updated according to industry standards.

4.1.3. DATA MANAGEMENT/WEBSITE MAINTENANCE:

The Vendor shall:

1. Maintain, update and manage current and accurate files on all licensees, former and current, in the data base and as paper files, as required by law and the Board's record retention schedule.

2. Maintain and manage all files on applications for licensure in the data base and as paper files, as required by law and the Board's record retention schedule.

3. Maintain and manage all complaints against licensees in the data base and as paper files, as required by law and the Board's record retention schedule.

4. Maintain data on potential licensees in the applicant's file as information is received, as required by law and the Board's record retention schedule.

5. Mail forms and letters as required relative to complaints, licensure and renewal, and general correspondence. Inquiries from mail and emails to the Board office must be maintained in accordance with the record retention schedule.

6. Maintain data in hard files as well as electronic files where information is updated weekly and stored offsite for protection of the Board's data, pursuant to the Board's record retention schedule. The Vendor's staff will be responsible for keeping the website properly up to date and accurate.

4.1.4. ADMINISTRATIVE SERVICES: Vendor will provide the Board with adequate staff representatives to handle the current day-to-day administrative requirements of the Board. One staff member shall be designate as the Board Administrator and is designated as “Key Personnel.”

At least two staff, in addition to the designated Board Administrator shall be full time staff only assigned to this Board. At least one other staff members shall be responsible for accounting services (as set forth in financial management section). The Board will not share these three full time staff with other clients of the Company. In the event of unexpected or unusual work volume, the Board can also approve the hiring of temporary staff on an as needed basis as determined by the Board at a per hour fee set by the Board.

Day to day administrative services include, in addition to tasks set forth in 4.1.3:

1. Opening, stamping with date received and filing all mail.
2. Responding to written, email and telephone communication
3. Maintaining application and complaint files, keeping them current with information as it is received.
4. Updating the data base with current information on applications, licensees, and complaints.
5. Answering phone calls and emails in a timely manner to assist members of the public with inquiries.
6. Processing applications, license renewal materials, and complaints on a timely basis, as required by the Board’s rules and procedures. Certified mail will be utilized where appropriate.
7. Monitoring all board action in consent orders, or final decisions to ensure compliance on a timely basis.
8. Protecting the Board’s electronic and paper records from unauthorized access and disclosure.
9. Complying with the requirements of the NC Identify Theft Protection Act, as found in G.C. § 75-60 *et. seq.*

4.1.5. PERFORMANCE STANDARDS:

- 1) Telephone calls to the Board’s telephone line shall roll over to voice mail if not answered by the sixth ring;
- 2) Vendor staff shall return all unanswered telephone calls within 2 business days, at the latest.
- 3) Vendor staff shall respond to all email correspondence within 3 business days, at the latest.
- 4) Vendor staff shall respond to all postal correspondence within 5 business days, at the latest.
- 5) If Vendor staff cannot provide a substantive response to an email or postal correspondence by the deadlines above, the Vendor staff shall send a response acknowledging receipt and specifying when a substantive response can be expected.
- 6) Vendor staff shall acknowledge receipt of licensure application by placing a written acknowledgement addressed to the applicant in the custody of the United States Postal Service within five business days of receipt of the application or via electronic mail, if an email address has been provided.

4.1.6. FINANCIAL MANAGEMENT: Vendor will provide accounting services by an accountant, either in house or by contract. Accounting services will include detailed quarterly income and expense reports, monthly billings, check preparation for payment of expenses, as well as providing proper data required by the Certified Public Accountant under contract with the Board to perform the annual audit of financial records required by law.

4.1.7. ACCOUNTS PAYABLE/RECEIVABLE:

Vendor shall open and maintain checking and savings accounts in financial institutions, as directed by the Board, and shall deposit receipts in the Board’s checking and savings account as directed by the Board.

Vendor will prepare monthly billings for the Board for the Board’s accountant to process. The accountant will forward the billings to the Treasurer for approval and payment. Deposits will be made to the

appropriate account (s) for the Board. Source of income will be identified and sent to the accountant. These financial reports will be used for the year-end reporting requirements in preparation of the annual audit.

Vendor shall prepare and file all reports required by G.S. § 93B-2, and other application State laws, the State Controller, the Director of the Office State Budget and Management, and other State officers.

Provide any other similar services reasonably necessary to assist the Board perform its statutory duties.

Accountant fees provided pursuant to this section and section 4.1.6. are to be included in this contract. The Certified Public Accountant that performs the annual audit is under a separate contract with the Board.

4.1.8. ANNUAL REPORTING REQUIREMENTS/AUDIT: Vendor staff associates will fulfill all reporting requirements as mandated by the State of North Carolina, maintain copies, and forward reports to the appropriate entity.

Vendor staff will work with the contracted CPA firm to ensure the annual audit of financial records is performed in conjunction with the items requested in the auditor's contract. The auditor will perform the audit at the Board headquarters established by the Vendor with staff assistance as required.

4.1.9. MEETINGS OF THE BOARD:

Vendor staff will:

- 1) Schedule and provide staff to attend each Board meeting as requested by the Board.
- 2) Post notice of all public meetings as required by G.S. § 143-318.12. The Board meets quarterly.
- 3) Prepare an agenda as directed by the Board Chairperson, set up the room for the meeting, take minutes of the meeting, and distribute them to the Board.
- 4) Handle all follow-up assignments from each board meeting in a timely manner.
- 5) Secure a court reporter when required for hearings. Staff will work with the Board Attorney for preparation of exhibits for Board hearings.

4.1.10. ADDITIONAL MEETINGS: At the direction of the Board, staff will attend in and out-of-state meetings. Expenses for these meetings will be paid by the Board in accordance with State Budget guidelines for State employees.

4.2 BOARD RESPONSIBILITIES:

- (a) **Payment:** The Board will pay the Vendor net thirty (30) days after the Board's Contract Administrator and Treasurer approve the Vendor's monthly invoices.
- (b) The Board will be invoiced for the following expenses which are NOT considered part of the administrative services fees of Vendor:
 1. Postage, including certified mail and any express mail.
 2. Long distance telephone calls
 3. Other expenses as approved by the Board.

SECTION 5 DURATION

- 5.1 Initial Term:** The Contract shall have an initial term of two (2) years, beginning about July 1, 2014, or the date of contract execution (the “Effective Date”). The Vendor shall begin work immediately upon the effective date of the Contract.
- 5.2 Option Years:** At the end of contract year two (2), the Board shall have the option, in its sole discretion, to extend the Contract for one (1) additional year. The Board will give the Vendor written notice of its intent to exercise this option no later than 90 days before the end of contract year two (2).

Similarly, at the end of contract year three (3), the Agency shall have the option, in its sole discretion, to extend the Contract for one (1) further additional year. The State will give the Vendor written notice of its intent to exercise this option no later than ninety (90) days before the end of contract year two (2).

SECTION 6 INVOICING, COMPENSATION & PRICE INCREASES

- 6.1 Invoicing:** Invoices for monthly administrative services under this contract and any other invoices for expenses as set out in this contract shall be presented to the Board Treasurer for approval and payment. Payment shall be made within 30 days of invoice.
- 6.2 Compensation:** The Board shall pay the Vendor monthly for the services performed under this contract, in the amount set out in Vendor’s cost proposal.
- 6.3 Price Increases**

The reimbursement terms in the winning proposal shall be binding upon the parties for the life of the Contract, which could be as long as four years if the Board exercises both options to extend. The Board will not consider any requests for increases in reimbursement during the initial two years, and the first option year, of the Contract. If the Board exercises both options to extend the contract, the Board will consider requests for increases in reimbursement in year four (4) in the event of unusual, unforeseen circumstances. Requests for increases in year three must clearly document the need for the increases. The Board reserves the right to decline any such request.

In no event shall the reimbursement rate in optional year four exceed the reimbursement rates in years one through three by more than the rate of inflation experienced during the twelve months immediately preceding the Vendor’s request for an increase, or five percent, whichever is less. The applicable rate of inflation shall be the rate reflected in the “Consumer Price Index for All Urban Consumers (CPI-U): Selected Areas, All Items Index”, as published by the United States Department of Labor, Bureau of Labor Statistics. A link to this index can currently be found at:

<http://www.bls.gov/news.release/cpi.toc.htm>.

SECTION 7 VENDOR QUALIFICATIONS

Please answer the following questions so that the Board may have a better understanding of your capabilities and the likelihood that you can offer the breadth and scope of services they seek. Feel free to include supporting material.

7.1. General Background

Please provide answers to the following questions in your proposal.

1. Are you familiar with the Board? If so, please explain.
2. Please provide a list of current clients and a short description of the work you provide for them.
3. Please list three client and/or professional references.
4. Describe any experience your company has working with other state licensing boards or agencies.

7.2. Administration

1. What is the largest budget your company has managed?
2. What is the smallest budget your company has managed?
3. Have you had experience in working with an outside accounting firm? With working with an outside auditor? If so, please explain.
4. Please detail your experience in database management.
5. Please detail your experience in financial reporting.
6. Please describe your experience/computer capabilities.
7. What kind of computer hardware and software programs do you own and operate?

7.3. Association Management

1. Briefly describe your professional background as it relates to duties outlined in this RFP.
2. Have you had experience managing an association or licensure board the size of the Board? If yes, please explain. If no, please detail how your qualifications match the outlined duties.
3. Please describe your experience in managing conferences/meetings.
4. If you were to accept this contract, what skills/tools would you need to acquire to meet the requirements outlined in this RFP?

7.4 SPECIFIC QUALIFICATIONS

1. Vendor must have an office in or near Raleigh, North Carolina.
2. Vendor must have a minimum of two years experience with a state-wide association with at least 4, 000 members or with a state occupational licensing Board.

SECTION 8 CONTENTS OF PROPOSALS

8.1 Technical Proposal

- (a) At a minimum, the Vendor's Proposal must contain the items listed below. Those items must be arranged in the order and numbered as shown below.
 - (1) A Transmittal Letter and an Execution Page (RPF p. 1), each signed by an individual authorized to bind the Vendor;
 - (2) Response to the questions and requirements in Vendor qualifications set out in RFP Section 7.0;
 - (3) The names, addresses and telephone numbers of all State licensing boards that have been managed by Vendor;

- (4) The name, address, telephone number and email address of each board chairperson at the time the Vendor managed the board (if available).
- (5) The name and resume of the person who will be assigned to serve as the Board Administrator.
- (6) A description of the Vendor's organization, including:
 - (A) The names and resumes of Key Vendor Personnel, whether those Key Vendor Personnel are the Vendor's employees or independent contractors;
 - (B) Evidence that the Vendor is financially stable and that it has the necessary infrastructure to complete this Contract as described in the Vendor's Proposal; and
 - (C) A short description of Vendor's business history
 - (D) An organization chart
 - (E) The street address of Vendors' office that will be used to provide the contract services
 - (F) A description of the office equipment that will be provide by Vendor
- (7) The details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely on the basis of this information;
- (8) Evidence of financial stability for the last three (3) years;
- (9) How Vendor proposes to accomplish the scope of work listed in Section 4.

8.2 Cost Proposal

- (a) The Vendor's Cost Proposal must be submitted in the format shown in RFP Attachment A. **Submission of cost in a format other than Attachment A may be cause for the Vendor's proposal to be rejected.**

SECTION 9 EVALUATION OF PROPOSALS

9.1 Introduction:

The Board shall conduct a comprehensive, fair, and impartial evaluation of the proposals received in response to this RFP. Contract award will be based on the lowest and best bid (most advantageous to the Board). Cost is important but is not an overriding consideration. In addition to cost, the Board will evaluate:

- (a) The Vendor's business history;
- (b) The Vendor's financial stability;
- (c) The details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors;
- (d) The Vendor's experience and performance managing state licensing boards;
- (e) The qualifications and experience of the persons who will be assigned to provide services under this contract;
- (f) The clarity and thoroughness of the Vendor's description of how it proposes to perform the tasks described in Section 4 and the effectiveness of that proposal;
- (g) The Vendors responses to the questions in Section 7; and
- (h) The quality of the Vendor's internal quality control standards and processes.
- (i) The references submitted

9.2 Evaluation

A quorum of the full Board will read the proposals, conduct corporate and personal reference checks, and score the proposals and select the vendor.

- (1) The Vendor whose proposal is determined to be in the best interest of the Board will be selected as the successful Vendor.
- (2) When the selection is made, the Board will notify the competing Vendors. If the Board rejects all proposals, it will notify all Vendors. The Board will post the award on the Board website at www.ncblpc.org. The award will be posted under the applicable RFP number.
- (3) The Contract between the Board and the selected Vendor shall be effective as of the date on which the Board's authorized agent signs the Vendor's proposal. The selected Vendor shall perform no work for the Board before that date.

9.3 Oral Presentations & Clarifications

- (a) During its evaluation of the competing proposals, the Board may ask the Vendors to make oral presentations to the Board regarding the contents of their Technical Proposals. These oral presentations will be scheduled and conducted solely for the purpose of clarifying the information in the proposals. The Vendors may not use these presentations to submit new information that was not submitted in the proposals under review.

- (b) Board may contact a Vendor during the evaluation period to obtain clarification regarding the Vendor's proposal.

ATTACHMENT A

Cost Proposal

RFP Name and Number:

Vendor Name:

The above-named Vendor hereby offers to provide all of the services described in the above-named RFP pursuant to the terms and conditions specified in that RFP as detailed below:

Monthly fee to include all services and duties set forth in the RFP:

\$ _____

Signature

Date

Printed Name

Title

[The Cost Proposal Must Be Signed By The Same Individual Who Signed The Proposal Execution Page]

Instructions

1. Enter your Cost Proposal on this form. Do not use any other form.
2. The cost to the Board quoted above must cover all of the Vendor's costs. No other payments will be made by the Board for the services rendered.
3. All prices shall be firm and fixed for the term of the contract, except as provided in RFP Section 6.3.
4. Any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies will be rejected by the Board.
5. At the option of the Board, Vendors may be contacted for clarification purposes during the evaluation period.