



Request for Proposal (RFP)

Scope of Services: myFutureNC invites submission of proposals to provide landscape analysis of educational assistance programs currently provided to employees by North Carolina employers. This will include examination of employee benefit programs and employment policies that encourage and support employees pursuing postsecondary education and review of their effectiveness.

About the organization: myFutureNC promotes a shared vision for an education-to-workforce continuum across North Carolina—from early childhood through adulthood—and aligns and supports local, regional, and state actions that will dramatically increase attainment of industry-valued credentials and postsecondary degrees. myFutureNC promotes work of all sectors and helps find and fill gaps to drive educational access and attainment outcomes that align with and fulfill employer needs. All of these efforts are in service of North Carolina Session Law 2019-55, which established North Carolina’s educational attainment goal that by 2030, 2 million North Carolinians have a high-quality credential or postsecondary degree. To learn more, please visit www.myfuturenc.org.

Deadline for Proposals: A single PDF file may be sent via email to Cory Biggs at cory@myfuturenc.org and Cc: office@myfuturenc.org. Alternatively, one copy of sealed proposals may be *received* in the mail at the address below.* Submissions will be accepted until **5:00 PM EDT on Friday, July 12, 2024**, or such later time as myFutureNC may announce on its website as an addendum to RFP recipients at any time prior to the submittal date. Late proposals will not be accepted.

Questions Regarding This RFP: Cory Biggs is the sole point of contact for all issues pertaining to this RFP. To ensure an equitable opportunity exists for all proposers, no oral interpretations concerning this RFP will be made to any person.

Proposal documents may be mailed as a single PDF file via email or in hard copy to:

myFutureNC
Attn: RFP Submission
P.O. Box 26246
Raleigh, NC 27611
cory@myfuturenc.org and Cc: office@myfuturenc.org

*If mailed, proposals must be received, not postmarked, by submission deadline.

Rules Governing Selection

Examination of the RFP: Proposers should carefully examine the entire RFP, its appendices, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

Proposal Development: All materials submitted in response to this RFP will become the property of myFutureNC.

Proposal Submission Process: Proposals should provide a concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. This solicitation does not commit myFutureNC to select any proposer for the requested services. All costs associated with the respondents' preparations and submission shall be the responsibility of the proposer.

Proposal Content Requirements

The proposal should be organized in a logical and clear manner and should include the following:

- Title Page that notes the RFP subject, the name of the proposer (both individual and multi-person organizations are eligible) and contact information (main contact person, address, email, telephone).
- Table of Contents that clearly identifies the information in the proposal.
- Evidence of experience and expertise that aligns with the RFP evaluation criteria.
- A Certificate of Insurance outlining the firm's coverage limits and types of coverage.

Your proposal should address the following areas:

History and Experience

Provide descriptions of your experience with landscape analysis or similarly structured engagements. Provide contact names and contact information of at least three (3) references. Provide general background information for the proposer including specialized experience, capabilities, and unique qualifications in the complexities of research and landscape analysis.

Organization & Personnel Qualifications: Specify the principal team leader and furnish brief resumes (no more than one page each) for the key persons proposed to provide leadership, management, and/or specialized services including any sub-professionals. Document the specific role and involvement of each person proposed, including sub-professionals. Provide a project organization chart that reflects the reporting structure of your team. Provide a summary of each

team member's tenure and experience. As continuity of staff is important, describe the proposer's efforts to retain staff, where applicable. If using sub-professionals, describe the nature and length of time working with them.

Project Execution: A summary of the role and duties of the consultant providing landscape analysis is included as [Appendix A – Statement of Work \(SOW\)](#). Detail your methodology for achieving the primary duties in myFutureNC's region of work - North Carolina. Include how you and each of the team members or sub-professionals will engage in the work.

Fees: Proposers should provide a fixed fee for the services listed in the SOW, broken down by the main bodies of work described in the SOW. Please identify if expenses, such as travel, are included in the fixed fee amount. If aspects of the fee can be adjusted based on myFutureNC assuming certain administrative responsibilities listed in the SOW, please describe those adjustments in detail in your fee narrative. In addition, provide an hourly fee schedule for each team member and/or sub-professional who will be involved in this engagement for services that may fall outside the SOW.

Contract Terms: If chosen, your engagement will start on or about July 15, 2024. The terms of the engagement are included as [Appendix B – Master Service Agreement](#). The engagement will be for a three-month contract term if chosen.

Disclosures: Describe any pending litigation that has the potential to impact myFutureNC and this proposed engagement.

Evaluation and Selection Process

The timeline of the RFP selection process is outlined below:

- July 12, 2024 – RFP Submission deadline
- July 12 - July 19, 2024 – myFutureNC proposal review with possibility of additional questions asked via email by myFutureNC.

Following evaluation of written proposals, myFutureNC may conduct interviews. Proposer personnel for interviews will be limited to no more than three persons including the principal team leader.

Proposal Acceptance: Once the selection process is complete the parties will execute a contract. Selection of the proposer is anticipated to be announced by July 19, 2024.

Appendices:

- A. [Statement of Work \(SOW\)](#)
- B. [Master Service Agreement](#)



APPENDIX A - SCOPE OF WORK (SOW)

Background

North Carolina Session Law 2019-55 established North Carolina's educational attainment goal that **by 2030, 2 million North Carolinians have a high-quality credential or postsecondary degree**. myFutureNC's efforts to assist North Carolina in meeting this goal are focused on three strategic priorities: monitoring and reporting progress, identifying and advocating for policy solutions, and accelerating action at the state and local levels. North Carolina can improve upon efforts to get more adult learners *access* into pathways and to increase *completion* of industry-valued credentials and degrees. To assist in these efforts, myFutureNC seeks a contractor to provide a landscape analysis—to research and analyze existing data to provide an inventory of educational assistance programs currently provided to employees in North Carolina. This will include examination of employee benefit programs and employment policies to encourage and support employees pursuing postsecondary education and review of their effectiveness.

Project Scope

Proposals must describe strategies and activities to achieve each of the following project objectives:

- Current examples of promising practices in North Carolina and elsewhere that offer educational assistance to employees—particularly, employees without prior postsecondary educational attainment—to pursue postsecondary education, potential opportunities to scale up local or state-level successes, or otherwise leverage existing practices and/or frameworks to increase postsecondary educational attainment of North Carolinians in the workforce. These may include but are not limited to -
 - Tuition assistance
 - Opportunities for career advancement or additional employee compensation tied to postsecondary attainment
 - Wraparound supports such as childcare, transportation, etc.
 - Flexible work scheduling
 - Student debt reimbursement
- Results of various educational assistance offerings by employers. Employers will include businesses, as well as government employers, given that the state government is one of the largest employers in the state.
- Funds or other offerings available for educational assistance, as well as percent leveraged by employees.

- Recommended approaches to proliferation of identified best practices, including any technology or web-based databases where job candidates can search for employer offerings.
- Legal considerations for sharing data and for implementation of recommended approaches.
- Estimates or range of estimates of the cost of implementing recommended approaches as well as any potential sources of available public or private funding.
- Collaboration/coordination with myFutureNC staff serving as state and local subject matter experts, particularly with regard to stakeholder engagement and insights into existing approaches.
- Networks to tap into, and approach that will be used to engage with, key stakeholders.

Narrative

The proposal narrative must describe project goals, strategies, and activities, and how success will be measured. In addition, the narrative should address the following factors:

- A detailed timeline of proposed project work, not to exceed fifteen (15) weeks including preparation of final report.
- Explanation of proposed approaches to obtaining input from a wide variety of employers.
 - ex: How many multiple industry/sector employers do you anticipate contacting and anticipated number of responses?
- Communication needs and an outline of the applicant's approach to communication with myFutureNC and other engaged parties.
- Technical assistance needs.
- Project management capabilities and approach to this project.
- Names and bios of key personnel who will support this contract.
- Any other proposed objectives.

Applicants who have past experience with similar projects are encouraged to provide an overview of outcomes from any such project(s), along with sample reports and presentations.

Proposals will be scored according to responsiveness to the Project Scope outlined above; therefore, proposal narratives should address each of the elements in the Project Scope. Please be succinct. The page limit for the proposal narrative, exclusive of the cover page and bios of personnel, is five (5) pages.

Eligibility

Applicants must meet the following eligibility criteria:

- Demonstrated capacity and experience in developing, publishing, and presenting reports and accompanying analyses for state or federal policymakers.
- Demonstrated capacity and experience in engaging diverse stakeholder sets.
- Extensive understanding, knowledge and experience working in and with the higher education sector.
- Knowledge of federal and state law relating to student privacy.
- Commitment to maintaining a work environment free of discrimination.

- Commitment to equity as a priority in identifying/implementing policy goals.

It is desired that applicants meet the following criteria:

- Familiarity with North Carolina's higher education systems.

Timeline

The scope of work outlined above is expected to take approximately three months to complete, expected to begin July 22, 2024, and conclude no later than October 22, 2024 after study completion and a period of post-study availability and support.

APPENDIX B – MASTER SERVICE AGREEMENT

Master Contracting Services Agreement myFutureNC

This **Contractor Services Agreement** (“**Agreement**”), is entered into and made effective as of _____, 2024 (the “**Effective Date**”), is by and between _____ at address (**Contractor**) and myFutureNC, Inc., (**Client**), and sets forth the terms and conditions for the provision of consulting and/or benchmarking services to be performed by **Contractor** or its Affiliates (collectively, the “**Services**”). For purposes of the Agreement, “**Affiliates**” means any entity that, directly or indirectly, controls, is controlled by, or is under common control of that party. “**Control**” means direct or indirect ownership of 50% or more of the stock or other interests entitled to vote for the election of the board of directors or other governing body of the entity.

Company registered in the City of Raleigh, North Carolina:

- 1. Statements of Work.** This Agreement is applicable to all Services provided by Contractor during the term of this Agreement as set forth in Exhibit A - Statement of Work (“SOW”). Each SOW shall comprise of documents signed by both parties containing at least the following for each engagement: the scope of the Services, the deliverables to be provided by Contractor (the “Deliverables”), specific responsibilities of Client, and the fees and payment schedule for the Services. The parties may make changes to any SOW provided that both parties agree to the changes in writing.
- 2. Term of Agreement.** This Agreement shall remain in effect until terminated by either party on at least 30 days’ prior written notice to the other party.
- 3. Term of SOWs.** Unless otherwise agreed in a SOW, each SOW is non-cancellable and shall remain in effect until the Services have been completed by Contractor and accepted by Client in accordance with this Agreement. Either party may terminate a SOW for material breach by the other party upon 30 days’ prior written notice, if the breaching party does not cure the material breach within the 30-day notice period. Such notice shall set forth in reasonable detail the nature of the asserted breach.
- 4. Effect of Termination.** Upon the effective termination of this Agreement, Contractor shall complete the Services under all SOWs in process as of the effective date of termination. The provisions of this Agreement shall continue to apply to all ongoing SOWs.
- 5. Intellectual Property.** Client shall retain all right, title and interest in any proprietary materials supplied to Consultant (“Client Materials”), and grants Contractor all necessary and proper rights and licenses for Contractor to fulfill its obligations under each SOW. Excluding any Client Materials and Deliverable(s), Contractor shall retain sole and exclusive ownership of Company name tools, methodologies, questionnaires, responses, and proprietary research and data generated in the course of performing the Services, together with all intellectual property rights therein (the Materials”). Contractor grants Client a perpetual, non-exclusive, royalty-free license to use the Deliverables, subject to the limitations set forth in Section 7 (Use of Deliverables). Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Consultant shall not use or disclose any of Client’s confidential information, as defined in Section 8 (Confidentiality).
- 6. Benchmarking Services.** With respect to any benchmarking services performed, Contractor will only use Client’s data in an aggregate and anonymous format. Client acknowledges that the contents of the benchmarking Deliverables are based upon information which is proprietary to Contractor and contained in Contractor database. Client’s data will become part of the database. The database will be used by Consultant in future consulting and benchmarking engagements.
- 7. Use of Deliverables.** Subject to payment in full of the applicable fees, Client grants to Contractor for internal purposes only, a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables.

8. Confidentiality & Data Protection.

a) The parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with each SOW, including the Contractor Materials. The obligation of the parties with respect to the confidential information shall terminate with respect to any particular portion of the confidential information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission.

b) Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.

c) In performing its obligations under this Agreement, Contractor and Client will comply with all applicable data protection legislation. In the event that any personal data is exchanged under this Agreement or any SOW, the parties shall treat such personal data in accordance with their respective privacy policies.

9. Warranties. Client warrants that Consultant use of any materials furnished by Client in connection with a SOW does not infringe any copyright, trademark, trade secret or other right of any third party. Consultant warrants that the Deliverables, in the form provided to Client, do not infringe any copyright, trademark, trade secret or other right of any third party.

EXCEPT AS PROHIBITED BY APPLICABLE LAW OR OTHERWISE SET FORTH ABOVE, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND Contractor DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT Contractor BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE CLIENT. Contractor HAS NO OBLIGATION TO ADVISE CLIENT OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE DELIVERABLES.

10. Limitation of Liability. Neither party shall be liable for any consequential, indirect, special or incidental damages, including but not limited to, lost profits, business failure or loss of use, arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of a party or its employees, or a party's breach of its confidentiality obligations under this Agreement, each party's total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by Client under the SOW under which such liability arises. Unless otherwise prohibited by applicable law, and except for actions by Contractor for payment, no action or proceeding arising out of this Agreement may be brought more than two years after the events giving rise thereto.

11. Fees and Expenses. The fees due to Contractor in connection with each SOW are set forth in Exhibit B - Statement of Work Project Budget, and are exclusive of any applicable taxes. All taxes are the responsibility of the party to which those taxes apply. Client agrees to pay all pre-approved, travel-related and out-of-pocket expenses incurred by Contractor in connection with the Services.

12. Acceptance of Deliverables. All Deliverables provided by Contractor to Client shall be deemed to be accepted within 10 days of actual receipt by Client unless Contractor receives written notice of non-acceptance within 10

days after actual receipt by Client. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the SOW and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables within 10 days of its actual receipt of said notice so that they conform to the SOW. Client shall not unreasonably withhold any payment for Services except for material and substantial non-conformity with the SOW.

13. **Assignment.** The parties may not assign any rights or delegate any obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided (i) Contractor may assign any rights or obligations under this Agreement to any of its affiliates and subsidiaries with the prior written consent of Client, which shall not be unreasonably withheld, and (ii) each party may assign its rights to a successor entity provided that upon the merger or consolidation of such party or the transfer of all or substantially all of its assets to a third party, the surviving entity is controlled by the person(s) controlling such party prior to the date of such merger, consolidation or transaction. Any assignment in violation of this Agreement is void. This Agreement shall be binding upon the successors, legal representatives and permitted assigns of the parties.
14. **Force Majeure.** Neither party shall be in breach of this Agreement to the extent performance is prevented or delayed by natural disasters, war, acts of God or any similar event, that is beyond the reasonable control of either party.
15. **Publicity.** Neither party shall use the name of the other party in any announcements, press releases or advertisements, or for any commercial purpose, without the prior written consent of the other, which shall not be unreasonably withheld, except that Contractor may name Client in client listings.
16. **Independent Contractors.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the employees, agents, joint ventures or partners of the other, and neither party shall have the authority to bind the other. Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services.
17. **Conflict of Interest.** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Client. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; subcontractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the Client.
18. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. The parties agree that no third party shall have the right to (i) rely on the Services provided by Contractor, or (ii) seek to impose liability on Contractor as a result of the Services or any Deliverables furnished to Client.
19. **Entire Agreement.** This Agreement, together with the SOWs, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior documents and agreements, and shall not be effective until accepted by an authorized representative of Contractor and Client.
20. **Amendments/Controlling Document.** Any change to the provisions of this Agreement shall be made by written amendment signed by both parties. The provisions of this Agreement shall control any inconsistencies with SOWs unless otherwise specifically agreed by the parties in writing by referencing the provision of this Agreement being modified. This Agreement and any amendments thereto may be executed in counterparts.
21. **Severability.** If any term of this Agreement or a SOW is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

22. **Notices.** All notices under this Agreement shall be in writing and sent by hand delivery, courier or certified mail, return receipts requested, to the other party's address set forth below. Notices shall be effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Section.

Company Name
Address

myFutureNC, Inc.
P.O. Box 26246
Raleigh, North Carolina, 27611
Attention: Cecilia Knight Holden

23. **Governing Law.** This Agreement, and any dispute arising from it, shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to conflict of law principles.

24. **Survival.** Sections 4 to 12, 17, 22, 23 and 24 shall survive any expiration or termination of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives, to be effective on the Effective Date.

COMPANY NAME

Company Representative

Date

MYFUTURENC, INC.

Cecilia Knight Holden, President & CEO

Date

John Fraley, Board Chair

Date

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

[X] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.