

WESTERN CAROLINA UNIVERSITY**REQUEST FOR PROPOSALS NO. 73-RFP12557****Bid will be publicly opened: 08-17-2009 @ 2:00pm ET**

OFFEROR:
FEDERAL ID OR SOCIAL SECURITY NO.:

**THIS COVER PAGE IS FOR OFFICE USE ONLY AND
WILL BE REMOVED AND DESTROYED AT
AWARD OF BID.**

73-RFP12557
STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS

TITLE: Consultant for Evaluation of Student-Athlete Health, Welfare and Conditioning Programs

USING AGENCY: Western Carolina University

ISSUE DATE: August 6, 2009

ISSUING AGENCY: Western Carolina University
Purchasing Department
340 H. F. Robinson Administration Bldg.
Cullowhee, NC 28723
Attn: Arthur Stephens, Director of Purchasing
(828) 227-7203

Sealed Proposals subject to the conditions made a part hereof will be received until August 17, 2009, 2:00 p.m. ET, for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

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

Direct all inquires concerning this RFP to: Arthur Stephens
Western Carolina University
Cullowhee, NC 28723
(828) 227-7203
stephensa@email.wcu.edu

NOTE: Questions concerning the specifications in this Request for Proposals will be received until August 11, 2009 at 2:00 p.m. ET. All questions must be submitted in writing to the individual indicated above. A summary of all questions and answers will be posted on the Internet at <http://www.pandc.nc.gov/> as an addendum, located under the RFP # being modified. It is the offeror's responsibility to assure that all addenda have been reviewed and, if needed, signed and returned.

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EXECUTION OF PROPOSAL

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

1. This proposal is signed by an authorized representative of the firm.
2. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
3. All labor costs, direct and indirect, have been determined and included in the proposed cost.
4. The potential contractor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

Will any of the work under this contract be performed outside the United States? ☐ Yes ☐ No

(If yes, describe in technical proposal.)

BY: _____ TITLE: _____
(Signature)

(Typed or printed name) DATE: _____

ACCEPTANCE OF PROPOSAL

This proposal was accepted by Western Carolina University.

BY: _____ TITLE: _____
(Signature) DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Where Service Contracts Will Be Performed

In accordance with NC General Statute 143-59.4 (Session Law 2005-169),
this form is to be completed and submitted with the offeror's (technical) proposal/bid.

Issuing Agency: Western Carolina University

Solicitation # 73-RFP12557

Agency Contact Person & phone #: Arthur Stephens 828-227-7203

Solicitation Title / Type of Services: Consultant for Evaluation of Student-Athlete Health,
Welfare and Conditioning Programs

OFFEROR: _____

City & State: _____

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

Service	City/Province/State	Country
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

_____	_____	_____
_____	_____	_____

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

Service	Subcontractor	City/Province/State	Country
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

DUE DATE

Proposals must be submitted by August 17, 2009, no later than 2:00 p.m. ET. See “Instructions” in the Submission Requirements section of this document for details.

Schedule of Events

• Request for proposal issued	August 6, 2009
• Written questions due	August 11, 2009
• Summary of questions and responses posted	August 12, 2009
• Proposals due by	August 17, 2009
• Proposal evaluation	August 17 – 20, 2009
• Award of contract	August 26, 2009 (approximate)
• Final Presentation and Project completion	November 30, 2009

PROJECT OVERVIEW

Purpose

Western Carolina University Department of Athletics seeks assistance in the review and evaluation of its Athletic Training Department and Strength and Conditioning policies, procedures and practices. We anticipate this review will be a comprehensive evaluation to include both current and recommended best practices in the area of student-athlete health and welfare.

PROJECT REQUIREMENTS

The following items demonstrate our expectations:

- 1) Evaluate the current practice, policies and procedures for documenting injuries and illness including reporting lines and information to coaches.
- 2) Evaluate the current practices and procedures utilized by the health care team to include Athletic Trainers, WCU Health Services, consulting physicians and profession medical facilities.
- 3) Evaluate the current practices and policies for Emergency Action Plans, Departmental Policies, Handling of Prescription Medications (including samples), Drug Testing Program, Lighting Plan, and Infectious Disease – Anti-microbial Plans.
- 4) Evaluate the current policies and procedures for health screenings and recommended national practices.
- 5) Evaluate policies and practices medical insurance administrating. Recommend cost saving measures.
- 6) Evaluate the current policies and procedures of the Strength and Conditioning Program.
- 7) Evaluate the integration procedures and communication between the Athletic Training Program and the Strength and Conditioning Program.

COST AND SCHEDULES

Provide specific work scopes, schedules and cost for the project.

EVALUATION CRITERIA

The Western Carolina University will use the following criteria in evaluating proposals received in response to this RFP. The successful proposal will be the proposal submitted in response to this RFP by the submittal deadline that is the most advantageous to the State of North Carolina. Western Carolina University personnel will evaluate proposals. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by the Proposer in its proposal, including without limitation responses to the Proposer's qualifications. Consideration may also be given to any additional information helpful to the University. The State of North Carolina is not bound to accept the lowest priced proposal if that proposal is not the most advantageous to the State as determined by Western Carolina University.

Completeness of Proposal: Any proposal that does not contain each element described in this RFP, fully completed, initialed or executed, as appropriate, may be judged to be nonresponsive and may not be considered further.

A maximum of 10 points may be achieved for each criterion.

Scoring Criteria:

- 50% Firm experience and staff (10 points)
- 10% Sample deliverables (10 points)
- 10% Proposed schedule (10 points)
- 30% Proposed fee (10 points)

Oral Presentation: If an oral presentation is requested by Western Carolina University, Proposers will be awarded up to 10 points for such oral presentation based upon clarity of presentation, ability to answer both technical and application questions, and demonstrated understanding of the project.

PROPOSAL REQUIREMENTS

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

1. Corporate Background and Experience
2. Financial Statement
3. Technical Approach
4. Outsourcing
5. Cost Proposal

1. **Corporate Background and Experience**

This section shall include background information on the organization and should give details of experience with similar projects. A list of a minimum of three references (including contact persons and telephone numbers) for whom similar

work has been performed shall be included. This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. The offeror shall provide information as to the qualifications and experience of all executive, managerial, legal and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

2. Financial Statement

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

3. Technical Approach

This section shall include in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Scope of Work of this RFP. A broad brush plan with a description of each task and deliverable and the schedule for accomplishing each shall be included. Please list any local resources the University will be expected to provide.

4. Outsourcing

The Vendor must detail the manner in which it intends to utilize resources or workers located outside of the United States, and the State of North Carolina will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of the State.

For any proposed or actual utilization or contract performance outside of the United States, the offeror's proposal must include:

- a) The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractors.

The State may initiate proceedings to debar a vendor from participation in the bid process and from contract award as authorized by North Carolina law, if it is determined that the vendor has refused to disclose or has falsified any information provided herein.

5. Cost Proposal

Itemized project costs must be provided. In addition, complete the attached **Fee Proposal** form for a summarized not to exceed proposed cost of services. The offeror is encouraged to provide a daily rate for extending services in the event that additional consulting services are identified in the process of completing the project deliverables.

THE PROCUREMENT PROCESS

1. Request for Proposals (RFP) is issued.
2. Proposals in **one original and four copies** will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
3. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
4. At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness, and therefore may not be an exact indicator of an offeror's pricing position. At their option, the evaluators may request oral presentations or discussion with any or all offeror's for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offeror's are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
5. Proposals will be evaluated according to the weighted criterion shown in the **EVALUATION CRITERIA** section.

Award of a contract to one offeror does not mean that the other proposals lacked merit, but that all factors considered, the selected proposal was deemed to provide the best value to the State.

Payment: Payment will be made after receipt of an invoice(s) which describes services billed and all deliverables or portions thereof are received and approved by the University. Partial payments may be made as specific phases of the project are completed if agreed on by the University. Each payment is subject to the approval of the Contract Administrator/Project Liaison. Final payment will not be made until all deliverables are received and approved by the University.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

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

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

It is desirable that all responses meet the following requirements:

1. All copies are printed **double sided**.
2. All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
3. Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of nonrecyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.

4. Materials should be submitted in a format that allows for **easy removal and recycling** of paper materials.
7. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offeror's in preparing or submitting offers are the offeror's' sole responsibility; WCU will not reimburse any offeror for any costs incurred prior to award.
8. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer that may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.
9. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
10. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal, the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of WCU, government or private, until after the award of the contract. Offeror not in compliance with this provision may be disqualified, at the option of WCU, from contract award. Only discussions authorized by WCU are exempt from this provision.
11. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offeror shall become the property of WCU when received.
12. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
13. **SUBCONTRACTING:** Offeror may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
14. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
15. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #77, WCU invites and encourages participation in this

procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

16. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
17. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.
19. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offeror. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

FOR WESTERN CAROLINA UNIVERSITY (WCU)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with WCU.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by WCU's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of WCU's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, WCU shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of WCU, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to WCU for damages sustained by WCU by virtue of any breach of this agreement, and WCU may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due WCU from such breach can be determined.

In case of default by the Contractor, WCU may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. WCU reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to WCU.

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

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** WCU may terminate this agreement at any time by 30 days notice in writing from the WCU to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of WCU, become its property. If the contract is terminated by WCU as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to WCU for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of WCU.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse WCU for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, WCU may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
 In no event shall such approval and action obligate WCU to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00

uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

18. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name Western Carolina University (WCU), or the name of the State of North Carolina as part of any commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals (if one has been used), any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by WCU and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

7/7/2009

Attachment 1: Fee Proposal

Firm name: _____

Date of proposal: _____

Base services:

Fee Total _____

Expenses: Misc. travel, office expenses, etc. _____

TOTAL NOT-TO-EXCEED THIS PROPOSAL: _____

Signature of officer

Date