

REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 65-RFPB641099

ISSUE DATE: February 18, 2010

TITLE: DIGITAL FORENSICS SERVICES CONTRACT
FOR THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

ISSUING AGENCY: UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
PROCUREMENT SERVICES
104 AIRPORT DRIVE, SUITE 2700, CB #1100
CHAPEL HILL, NORTH CAROLINA 27599-1100
ATTENTION: Mr. Mark Sillman
Phone: 919.962.9463 Fax: 919.962.0636

USING DEPARTMENT: INFORMATION TECHNOLOGY SERVICES
INFORMATION SECURITY OFFICE

IMPORTANT: This is a **TWO-STEP RFP** process. Technical and cost proposals shall be placed in separately sealed envelopes with the following information printed on the outside of each envelope; complete name of the Offerors company/firm, the Request For Proposal (RFP) number and whether it is the “technical proposal” or the “cost proposal” enclosed. The two envelopes may then be placed into one envelope/package for delivery purposes. Ensure that you have the RFP number printed on your address label so that it can be properly identified upon arrival at the Issuing Agency address.

Sealed proposals shall be received until **3:00 p.m.** on **March 12, 2010** for furnishing the services described herein at the address indicated above as the Issuing Agency. Proposals not received by **3:00 p.m.** on **March 12, 2010** shall not be considered. No details of the proposals will be divulged at the time of opening.

All questions concerning this RFP must be submitted via email as a Microsoft word document to **mark_sillman@unc.edu**, no later than **4:00 p.m.** on **February 25, 2010**. Please ensure that the subject line of your email says something like “Questions for **RFP 65-RFPB641099**” so that your questions will be properly identified and not discarded as possible spam. A summary of all questions and answers will be posted on the Internet or emailed as an addendum, located under the RFP number being modified.

It is the Offerors responsibility to assure that all addenda, if any have been reviewed, signed and returned.

ARTICLE I GENERAL PROVISIONS

Section 1.01 PURPOSE:

This Request for Proposal (RFP) is being issued to obtain a contract to provide Digital Forensic services for the University of North Carolina at Chapel Hill, Information Technology Services, Information Security Office (Its, Iso). It is the intent of the University to establish contracts with one or more responsible Contractors for these services.

Section 1.02 BACKGROUND:

Authorized by the North Carolina Constitution in 1776, UNC–Chapel Hill (UNC-CH) was chartered in 1789 and opened its doors for students in 1795 as the nation’s first public university. Today the University’s sixteen colleges and schools offer instruction in over 100 fields, awarding bachelors, masters, doctoral and professional degrees as well as certificates in academic specialties that are critical to the future of North Carolina.

The Information Technology environment at UNC–Chapel Hill is highly diverse and distributed. There are several major IT organizations on campus that provide enterprise-wide, commodity computing services to the campus, but there are also dozens of smaller units that provide support for specialized applications and research groups and services at a departmental level. All of these groups share a centrally managed network resource that is controlled to the port-level by a single organization, Information Technology Services (“ITS”).

Section 1.03 UNIVERSITY PROVIDED MATERIALS:

The University shall provide the following:

1. Forensically sound copies of original materials (including hard drives). ITS, ISO will maintain the originals.
2. A copy of chain of evidence documentation to the Contractor (vendor of digital forensic services)
3. Coordination of communication and contacts within the UNC-CH community, unless otherwise specified on a specific project in written form by ITS, ISO staff to the Contractor.

Section 1.04 DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY:

The general responsibility of the University is to aid and assist the Contractor in facilitating the work to be performed under this contract as specified. Specific responsibilities are limited to the following:

1. The University shall prepare and make available to the Contractor, materials including hard drives, logs, data and other materials to be analyzed and reported upon.
2. The University shall provide adequate staff for providing materials to be analyzed, facilitating communications and clarifying questions to be answered by investigatory activities of Contractor.
3. In some cases UNC-Chapel Hill Information Technology Services staff may choose to provide a verified, EnCase image rather than the original media. If the Offeror anticipates a problem with the above approach, the Offeror should specify any relevant requirements within the RFP process.

ARTICLE II DEFINITIONS

As used in this agreement, the following terms shall have the meanings indicated below:

Section 2.01 UNIVERSITY: "University" shall mean, The University of North Carolina at Chapel Hill for its Information Technology Services, Information Security Office.

Section 2.02 OFFEROR: "Offeror" shall mean a company/firm submitting a proposal in response to this Request for Proposals.

Section 2.03 CONTRACTOR: "Contractor" shall mean the Contractor that will provide the professional services for the University.

Section 2.04 TERM: "Term" shall refer to the length of time the contract will be valid.

Section 2.05 CONTRACT ADMINISTRATOR: "Contract Administrator" shall mean the University representative who shall be the direct liaison between the Contractor and the University for this contract. That representative will be Kevin Lanning, Information Security Analyst.

Section 2.06 UNIVERSITY HOLIDAY SCHEDULE: The University's Holiday Schedule is maintained at <http://hr.unc.edu/Data/SPA/records/schedules/holidayschedule> and shall be considered the official posting for all University recognized holidays.

ARTICLE III DUTIES AND RESPONSIBILITIES OF CONTRACTOR

The Contractor hereby agrees to work directly with the University, or its designated Contract Administrator, in connection with carrying out and conducting all of the following duties and responsibilities during the term of this agreement.

Section 3.01 The Contractor shall furnish all labor, hardware, software and tools necessary to complete digital forensic analysis for the University. The Contractor shall provide market pricing for any materials necessary for the completion of the forensic analysis.

Section 3.02 The Contractor shall be responsible for providing secure storage space for all work performed with the data. Secure transfer of materials will be coordinated between the Contract Administrator and Contractor.

Section 3.03 The Contractor shall ensure that proper chain of custody documentation is up to date and complete. The Contractor shall also be responsible for the return shipping of any materials to be processed by certified registered U.S. mail with an appropriate insurance value applied.

Section 3.04 The Contractor shall be responsible for maintaining confidentiality of all aspects of any contracted investigation.

Section 3.05 The Contractor shall comply with all applicable laws in connection with these services, including but not limited to N.C.G.S. § 90-210 and HIPPA requirements regarding privacy and security.

Section 3.06 Before the contract is awarded, the Contractor will have to sign the attached Business Agreement. Do not submit a proposal if the Contractor agency will not be able to sign this agreement as is.

Section 3.07 The Contractor shall be required to conduct extensive criminal checks on all employees and share all results with the Contract Administrator by providing a letter of certification to the Contract Administrator. The information to be provided in the certification letter shall be mutually agreed upon by the Contractor and Contract Administrator after the award of contract. This shall also apply to any new employees or subcontractors hired after the contract has been awarded.

Section 3.08 The Contractor shall be responsible for ensuring that their employees become efficient at providing the requested services. To ensure that this process takes place the University requests that the Contractor offer discounted services for high volume cases.

ARTICLE IV THE PROCUREMENT PROCESS

Section 4.01 PROPOSALS

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 and other documents as part of an Offeror's response will be waived and have no effect either on this RFP or any contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by an Offeror may be grounds for rejection of the Offeror's proposal. Offeror specifically agrees to the conditions set forth in this paragraph by the signature of its authorized representative on the execution of the proposal page contained herein.

Section 4.02 PRE-PROPOSAL CONFERENCE

The Pre-proposal Conference/Site Visit is **MANDATORY** for all prospective Offerors who wish to have their proposals considered. Proposals from prospective Offerors not attending, or who are not present for the **entire** pre-proposal conference/site visit will not be considered for award. The pre-proposal conference/site visit shall serve as the cut-off date for submission of questions. The opportunity to ask questions of the using department will be provided at this time only. No other contact (regarding this RFP) with the using department during the bid process is allowed. Unauthorized contact with the using department during the bid process may subject your proposal to rejection. Answers to questions regarding the content and interpretation of this RFP shall be valid only when provided at the pre-proposal conference/site visit. **This only applies if a mandatory pre-proposal conference/site visit has been called for on the cover of the RFP.**

Section 4.03 SELECTION PROCESS

Following is a general description of the process by which a Contractor will be selected to provide required services:

- A. Request for Proposal (RFP) is issued.
- B. Offerors attend the pre-proposal conference/site visit. Or if one is not required, Offerors shall submit in writing any questions they may have.
- C. **Proposals shall be received from each Offeror in two (2) separately sealed envelopes; one (1) original and two (2) copies of the technical proposal; and one (1) original and two (2) copies of the cost proposal. The entire proposal (technical and cost) may be placed together in one package for mailing purposes.**
- D. The proposal must be received by the Issuing Agency no later than the date and time specified on the cover of the RFP.
- E. At that date and time all technical proposals from each responding firm shall be publicly opened and the name of each Offeror shall be announced publicly and annotated on a bid tabulation form.
- F. The technical proposal is checked to ensure that the Execution of Proposal page is present and has been signed and dated by an official authorized to bind the firm.
- G. After all technical proposals have been evaluated, only the cost proposals of those Offerors meeting the specifications shall be publicly opened.
- H. The Offerors with acceptable technical proposals shall be notified of the time and place for the opening of the cost proposals. At least two (2) working days notice shall be given prior to the opening.
- I. Award shall be made to the responsible, responsive Offeror(s) whose proposal is most advantageous to the University in accordance with the specifications set forth in this RFP.

Section 4.04 REQUIRED PROPOSAL CONTENT

Qualified firms are encouraged to submit a proposal for performing the services described herein. All proposals must be submitted strictly in accordance with the requirements of this RFP. **Failure to include any required information in the proposal may disqualify an Offeror as a potential Contractor.** Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Offeror's abilities to satisfy the requirements of this RFP. Emphasis shall be on completeness and clarity of content. The information shall be prepared, tabbed and submitted in the order given below. The proposal shall be of sufficient detail to describe the following:

TECHNICAL PROPOSAL

- A. The Offeror shall provide a list of forensic applications they most commonly use to provide forensic services.
- B. The Offeror shall provide a list of forensic applications for which they employ or contract with forensic examiners who are certified by the vendor in the use of the relevant forensic application.
- C. The Offeror shall provide a list of operating systems and applications on which they have experience providing forensic services. For example, Solaris 10, Solaris 9, and Red Hat Enterprise Linux operating systems and Oracle or MS SQL databases.
- D. The Offeror shall list a minimum of three (3) references, including point of contact, phone number and address.
- E. The Offeror shall provide copies of insurance certificates with respect to each of the insurance policies to be maintained in compliance with the provisions of **Article V**.
- F. The Offeror shall provide a signed copy of the **Execution of Proposal** page with the technical proposal. The Execution of Proposal page is located directly after Article VII, Terms and Conditions.
- G. The Offeror shall provide a completed copy of the **WHERE SERVICE CONTRACTS WILL BE PERFORMED** page with the technical proposal. The WHERE SERVICE CONTRACTS WILL BE PERFORMED page is located directly after the Execution of Proposal page.
- H. The Offeror shall provide a completed copy of the **CRIMINAL BACKGROUND STATEMENT** page with the technical proposal. The CRIMINAL BACKGROUND STATEMENT page is located directly after the WHERE SERVICE CONTRACTS WILL BE PERFORMED page.

COST PROPOSAL

Section VI, **PRICING SCHEDULE**, shall be completed and included in the proposal. All blanks in Section VI, **PRICING SCHEDULE**, must be filled in.

Section 4.05 PROPOSAL SUBMISSION AND OPENING

The technical and cost proposals must be received by the Issuing Agency no later than the date and time specified on the cover of this RFP. Each technical and cost proposal shall be placed in separately sealed envelopes with the following information printed on the outside of each envelope; complete name of the Offeror's company/firm, the RFP number and whether it is the "technical proposal" or the "cost proposal" that is enclosed. The two envelopes may then be placed into one envelope/package for delivery purposes. The Offeror should ensure that the RFP number is printed on its address label so that it can be properly identified upon arrival at the Issuing Agency address.

Section 4.06 EVALUATION OF PROPOSALS

The Offeror's proposal shall be submitted at the time specified. Designated University staff members shall evaluate the proposals received and will consider the following factors in recommending award to a qualified firm. These factors are not necessarily listed in order of priority.

- A. Overall experience and qualifications of the Offeror and proposed personnel
- B. Experience and/or credentials in providing the professional services required
- C. Performance of the Offeror as evaluated by the references supplied
- D. Pricing.

Offeror's are cautioned that this is a request for proposal, not a request to contract, and the University reserves the unqualified right to reject offers for any contract when such rejection is deemed to be in the best interest of the University. The award of a contract to one Offeror does not mean that the other proposals lack merit, but that with all factors considered, that proposal was most advantageous to the University. Requirements of this proposal are the minimum acceptable.

Section 4.07 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 University we solicit your cooperation in this endeavor.

It is desirable that all responses meet the following requirements:

- All copies are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30% and indicate this information accordingly on the response.
- Unless absolutely necessary, all submittals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal and recycling of paper material.

Section 4.08 ORAL EXPLANATIONS

The University at its option may request oral presentations, or discussions with any or all Offerors for the purpose of clarification or to amplify the material presented in any part of the technical proposal. However, Offerors are cautioned that the University is not required to request clarification; therefore, all proposals should be complete and concise and reflect the most favorable terms available from the Offeror. The University shall not be bound by oral explanations or instructions given at any time during the competitive process prior to award.

Section 4.09 REFERENCE TO OTHER DATA

Only information which is received in response to this RFP shall be evaluated; references to information previously submitted shall not be evaluated.

Section 4.10 RIGHT TO SUBMITTED MATERIALS

All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Offerors shall become the property of The University when received.

Section 4.11 COST OF PROPOSAL PREPARATION

Any costs incurred by the Offeror in preparing or submitting proposals are the Offeror's sole responsibility; the University shall not reimburse any Offeror for any costs incurred prior to award.

Section 4.12 CONFIDENTIAL INFORMATION

To promote maximum competition and to protect the public bidding procedure from being used to obtain information that would normally not be available otherwise, the University shall maintain the confidentiality of certain types of information (i.e., trade secrets) in accordance with North Carolina law. All such information which are intended to be kept confidential must be designated by the Contractor in writing "Confidential." The obligations of non-disclosure shall not apply to the following:

- A. Information which, at the time of disclosure is in the public knowledge;
- B. Information which, after disclosure becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement;
- C. Information which was in the possession of the University at the time of disclosure and which was not acquired, directly or indirectly by recipient from the disclosing party, and which prior possession can be proven by documentary evidence;
- D. Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis;
- E. Information which is independently developed by the University's personnel not privy to the Information.
- F. Information contained in the Pricing Schedule, **Article VI**.

Section 4.13 ADVERTISING

In submitting the proposal, the Offeror agrees not to use the results there from as a part of any news release or commercial advertising without prior written approval of the University.

Section 4.14 TITLES

Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

Section 4.15 OFFEROR'S REPRESENTATIVE

Offerors shall submit the name, address, and telephone number of the person(s) with the authority to bind the Offeror and answer questions or provide clarification concerning the Offeror's proposal.

Section 4.16 COMPETITIVE OFFER

Under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that its proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws. In submitting the proposal, the Offeror agrees not to discuss or otherwise reveal its technical or cost information to any other sources, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified.

Section 4.17 DECLINE TO OFFER

Any Offeror which received a copy of the RFP through the mail, but which declines to make an offer is requested to send a formal "Decline to Offer" to the University. Failure to respond as requested may subject the Offeror to removal from consideration on future requirements. If the RFP is received electronically a formal "Decline to Offer" is not necessary.

Section 4.18 AWARD OR REJECTION

All qualified proposals will be evaluated and award made to that Offeror whose proposal is deemed to be the most advantageous to the University. The University reserves the unqualified right to reject any or all offers, waive any informality in the proposal and unless otherwise specified by the Offeror, to accept any item or part of the proposal if determined to be in the best interest of the University.

Section 4.19 SUBCONTRACTING

Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

Section 4.20 PROPOSAL ACCEPTANCE PERIOD

This proposal shall be binding upon the Offeror for sixty (60) calendar days following the bid opening date. Any proposal on which the Offeror shortens the acceptance period may be rejected.

Section 4.21 HISTORICALLY UNDERUTILIZED BUSINESS

Pursuant to G.S. 143-48 and Executive Order No. 150, the University invites and encourages participation in this procurement by businesses owned by minorities, women and the disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Section 4.22 RECIPROCAL PREFERENCE

This RFP and the resulting contract are subject to General Statute 143-59 which establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident Offerors. The "Principal Place of Business" is defined as the principal place from which the trade of business of the Offeror is directed or managed.

Section 4.23 EXAMINATION OF CONDITIONS

It shall be understood and mutually agreed that by submitting a proposal, the Offeror acknowledges that that they have carefully examined all pertinent documents, the general location, and has satisfied themselves as to the nature of the work to include if necessary the condition of existing buildings and their accessory structures; conformation of the ground; character, quality and quantity of the materials to be encountered; general and local conditions, construction hazards, parking and transportation requirements and all other matters which can in any way affect the work under the contract. It is further mutually agreed that by submitting a proposal the Offeror acknowledges that they have satisfied themselves as to the feasibility and meaning of these specifications and any associated documents relative to the work and that they accept all the terms, conditions and stipulations contained therein; and that they are prepared to work in cooperation with other Contractors or University employees performing work at any location on campus.

Section 4.24 PROTEST PROCEDURES

When an Offeror wants to protest a contract awarded pursuant to this solicitation it must submit a written request to the Director, Procurement Services, University of North Carolina at Chapel Hill, 104 Airport Drive, Suite 2700, CB 1100, Chapel Hill NC 27599-1100. This request must be received in the University Purchasing Office within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound 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. Offerors may call the University to obtain an oral status of contract award. 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.

Section 4.25 OUTSOURCING

The Offeror must detail the manner in which it intends to utilize resources or workers located outside of the United States, and the University 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 University.

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 University 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 Offeror has refused to disclose or has falsified any such information in its proposal.

ARTICLE V INSURANCE REQUIREMENTS

Section 5.01 CONTRACTOR'S OBLIGATION

Contractor shall, at its own expense, obtain and maintain throughout the term of this agreement, at least the following policies of insurance from an insurance company duly authorized to do business in North Carolina:

- (a) Comprehensive general liability insurance insuring against loss arising from personal or bodily injury or death of any person and arising from property damage for occurrences on or in University property while conducting professional services. Such policy of insurance shall be issued by a company or companies with at least an "A" Best Rating or rating equivalent and qualified to do business in the State of North Carolina and with \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$1,000,000 aggregate limit.
- (b) Automobile Liability insurance including \$1,000,000 combined single limit per occurrence for bodily injury and property damage covering owned, not owned and hired vehicles.
- (c) Worker's compensation insurance, if required by applicable law, for all persons employed by company for any purpose on University property and company shall pay any and all contributions, taxes and costs of such insurance and benefits payable thereunder which are required to be withheld and/or paid by any employer under the provision of any applicable present or future law, ruling and regulation.
- (d) The Contractor shall furnish certification with its proposal evidencing Fidelity Bonding (Honesty Bonding) at a minimum amount of \$100,000. Failure to do so will render the proposal non-responsive.
- (e) The Contractor shall furnish certification with its proposal evidencing Umbrella Coverage in the amount of \$5,000,000.00.

Section 5.02 EVIDENCE OF INSURANCE

Contractor shall provide copies of insurance binders (or certificates in lieu thereof) with respect to each of the insurance policies to be maintained, with the **Technical Proposal**. Each binder and policy required to be obtained and maintained pursuant to this Article V shall provide that it may not be amended, modified or canceled without a minimum of forty-five (45) days' notice to the University.

**ARTICLE VI
PRICING SCHEDULE**

Section 6.01 The Offeror shall propose the costs to furnish the services in accordance with this RFP. Award will be made to the Contractor(s) whose proposal is most advantageous to the University in accordance with **Section 4.06**.

The Offeror shall state the hourly cost to perform the services required under Section III: \$_____

In accordance with Section 3.08 provide the following:

- a. State the discount rate to be applied to the service: _____.
- b. State at how many hours into the process before the discount shall apply: _____
- c. If different rates apply for different types of service or if different rates apply for faster response times, when needed, please detail here (or provide on a separate sheet of company letterhead paper and attach here):

Note: Market pricing shall be used for all materials required, and for any postal services deemed necessary. Invoices shall reflect detail information for each 15 minute increment billed reflecting a complete audit trail of the service provided.

State any additional pricing and or discounts that will apply if awarded this contract. Please include any information regarding such discounts so that the University can fully understand the impact they might have on any resulting contract.

Company Name: _____

ARTICLE VII
TERMS AND CONDITIONS THAT SHALL GOVERN THE CONTRACT

Section 7.01 TERM

This agreement shall be binding on both parties for a one (1) year period beginning on the date of contract award. The University shall have the option of extending the contract for two (2) additional one (1) year terms. The University shall give the Contractor written notice of its intent to renew no less than ninety (90) days prior to the expiration and if the University elects to renew, the terms of said renewal shall be specified in writing as part of the written notice. Contractor shall respond within thirty (30) days of this notice with any exceptions or changes to the original contract terms. The exceptions shall be negotiated between the University and the Contractor during the remaining sixty (60) days of the notice period. If there are no exceptions taken or, upon mutual agreement of the parties concerning renewal terms, the Contractor shall sign the renewal notice and send it back to the University. The total term of this contract shall not exceed three (3) years.

Section 7.02 GOVERNING LAW

This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

Section 7.03 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.

Section 7.04 PAYMENT

Invoices shall be submitted monthly and payment for services provided by the Contractor shall become due within thirty (30) days of receipt of an approved invoice from the Contractor. Invoices shall show the University's purchase order number and shall be approved by the Contract Administrator.

Section 7.05 REGULATIONS

The University and Contractor shall comply with all Federal, State and local laws, statutes, ordinances and regulations as applicable to this agreement. These shall include the rules, regulations, and interpretations of the North Carolina Department of Labor relative to Occupational Safety and Health Standards pertinent to the work specified herein. By signing and submitting a proposal, the Contractor certifies its compliance with all applicable local, state and federal laws and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations. At the request of the University, the Contractor shall provide evidence of compliance.

Section 7.06 DEFAULT

Should the University determine that the Contractor is not satisfactorily providing services as outlined within this agreement, the University may, by written notice to the Contractor, demand that the Contractor provide the service(s) in question in a satisfactory manner. The Contractor shall respond via phone or fax within 24 hours after receipt of the cure notice to assure the Issuing Agency that the Contractor has the notice and understands the situation. If the Contractor fails to cure the problems detailed in the cure notice within the time specified in the notice, the University may terminate the entire contract or only the part of the contract in question. In the event the University terminates this contract as provided herein, it may procure, in such a manner as it deems reasonable and appropriate, such services as required by this agreement and the Contractor shall be liable for any cost for such services. However, if this agreement is terminated in part, the Contractor shall be required to continue the performance of this agreement to the extent not terminated under the provisions of this clause, while remaining liable for any cost of services obtained by the University to cover services canceled due to unsatisfactory services from the Contractor under this agreement.

Section 7.07 TERMINATION

The University may terminate this contract without penalty for any reason upon thirty (30) days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

Section 7.08 INDEMNIFICATION AGREEMENT

The Contractor shall indemnify the University against any and all liability, claims, and costs of whatsoever kind and nature, for injury to or death of any persons, for loss or damage to any property in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement resulting in whole, or in part from the acts or omissions of the Contractor, or any employee, agent, or representative of the Contractor, and too, the Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights or copyright rights and shall save the University from loss on account thereof.

Section 7.09 BANKRUPTCY

Upon entry of a judgment of bankruptcy or insolvency by or against the Contractor, the University may terminate this contract for cause.

Section 7.10 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.

Section 7.11 CONTRACT DOCUMENT

The contract shall be deemed to include, by incorporation, the following documents:

- a. The Contractor's technical and cost proposals to the extent not inconsistent with this RFP.
- b. This Request For Proposal.
- c. Any written amendments to the contract, which may be issued from time to time.
- d. The Purchase Order.

In accordance with **Section 4.01**, to the extent the Contractor's proposal conflicts with this RFP, this RFP shall govern the conduct of the parties. Changes to the contract, or any of its terms and conditions, may be made only by written amendments stipulating the changes to be made and the effective date. Each amendment must be signed by both the Contractor and the University's Purchasing Office.

Section 7.12 APPROPRIATIONS

The Contractor agrees and understands that payment as specified in the resulting contract for the period set forth herein, or any extensions or renewal thereof is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose and the contract shall automatically terminate upon depletion of such funds.

Section 7.13 INDEPENDENT CONTRACTOR

The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the University.

Section 7.14 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 the University in accordance with General Statute 147-64.7.

Section 7.15 ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the University and solely as a convenience to the Contractor, the University may:

- A. Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
- B. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.

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

Section 7.16 DEBARMENT STATUS

By submitting a proposal, the Contractor certifies that it is not currently debarred from bidding on contracts by any agency of the State of North Carolina or any agency of the Federal Government, nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of North Carolina or any agency of the Federal Government.

Section 7.17 CONFIDENTIALITY

The Contractor shall protect the confidentiality of any files, data or other materials provided by the University and shall restrict their use to purposes of performing the contract and none other. The Contractor shall take all steps necessary to safeguard any data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the Contractor when such loss or damage occurred through its negligence.

Section 7.18 KEY PERSONNEL

The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval from the University. The individuals designated as key personnel for the purposes of this contract are those specified in the Contractor's proposal.

Section 7.19 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 the University for this contract and will reimburse the University for loss of damage of such property.

Section 7.20 COPYRIGHT

The deliverable items produced in whole or in part under this agreement constitute a work for hire. The University shall own the deliverable items and all rights pertaining thereto; and the Contractor shall have no rights in and to said deliverables, nor shall any of said deliverable item(s) be the subject of an application for copyright by or on behalf of the Contractor. Should the deliverable items produced in whole or in part under this agreement not be "works for hire" as defined by the United States Copyright Act, the Contractor hereby assigns the copyright and all its right, title and interest in the deliverable items to the University.

Section 7.21 WORK INSPECTION

It is a condition of this contract that the work described herein shall be subject to inspection by the designated official representatives of the University, and those persons required by state law to test special work for official approval. Unless otherwise specified, work shall be inspected during the normal working hours of 8:00 A.M. to 4:00 P.M.

Section 7.22 NON EXCLUSIVENESS OF CONTRACT

At any point during the term of the contract the University reserves the right to enter into other contracts with this or other contractors for the same or similar services when it is deemed to be in the best interest of the University.

Section 7.23 CRIMINAL CONVICTIONS CHECKS

This University is committed to providing a crime free environment for its faculty, staff and students. Due to the contractual requirements as set forth in Section III of this RFP, your personnel will have access to various areas of this University. The University reserves the right to require a criminal convictions check on owners, officers, employees and any other workers of the Contractor and their subcontractors at any time upon written request. The Contractor or the Contractor's direct representative shall accompany all new employees to the jobsite and present them to the Contract Administrator. At that time, if a criminal convictions check has been requested the Contractor shall provide a criminal history (not a letter) including traffic records, by presenting a document from a reputable company providing statewide searches covering a minimum of the last seven (7) years to the Contract Administrator. The criminal history shall match the name on the government issued picture identification card. Out of state searches shall be required for persons living in the state of North Carolina for less than seven (7) years. The names, addresses and birth dates of each person that enters University property (including the owners and subcontracts) in the performance of this contract shall be supplied with the criminal history on company letterhead signed by a representative duly authorized to sign on behalf of the company. This history shall be provided to the Contract Administrator at least twenty-four (24) hours prior to any person performing work under this contract. Persons without this criminal history may be turned away and not allowed to work on any property owned or utilized by the University until proper documentation is submitted and approved by the Contract Administrator.

The University reserves the right to keep any person from being assigned to work on its property if that person (1) has been convicted of a criminal offense since the age of eighteen (18), or (2) been found at any time to have an outstanding warrant or a pending court case, or, (3) if related to his/her work at the University, has current habitual problems with traffic related issues such as no driver's license, no vehicle tags, and/or no insurance. The Contractor must disclose the criminal convictions records of all persons proposed to work on campus with the designated university official.

During the term of this contract, the Contractor shall comply with these procedures for any new owner, officer, employee and any other worker of the Contractor and their subcontractors upon proper written notification by the Contract Administrator.

The Contract Administrator shall maintain all criminal convictions checks in a secure locked container for the term of the contract. At the end of the contract period the Contract Administrator shall ensure that the files have been returned to Contractor or destroyed in such a manner as to prevent disclosure of any kind.

EXECUTION OF PROPOSAL

TITLE: DIGITAL FORENSICS SERVICES CONTRACT
FOR THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

PROPOSAL NUMBER: 65-RFPB641099

Certification: By executing this proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its 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 it is not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class 1 felony.

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

_____ Yes _____ No *If your answer was yes, then in your proposal you shall describe in detail what part of the work will be performed outside of the United States as well as what percentage of the total contract that work represents by completing the attached document entitled "WHERE SERVICE CONTRACTS WILL BE PERFORMED".*

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

NAME: _____ **TITLE:** _____

SIGNATURE (IN INK): _____ **DATE:** _____

FEDERAL TAX IDENTIFICATION NUMBER: Please complete the following "VENDOR MASTERFILE RECORD DATA FORM" and attach it with this page.

THIS PAGE AND THE ONE FOLLOWING MUST BE COMPLETELY FILLED OUT, SIGNED AND RETURNED WITHIN YOUR PROPOSAL.

UNSIGNED PROPOSALS SHALL NOT BE CONSIDERED.

VENDOR MASTER FILE RECORD DATA FORM (Updated 9.25.2009)

IRS INFORMATION:

In order to comply with Internal Revenue Service (IRS) regulations, we are required to obtain your Social Security Number (SSN) or Federal Tax Identification Number (TIN/EIN) to satisfy IRS Form 1099 reporting requirements. Failure to provide this information may subject all payments made to you to the 31% backup withholding as required by the IRS.

Enter your TIN in the appropriate box below. For individuals, this is your SSN. For sole proprietors you must show your individual name, but you may also enter your business or 'doing business as' name. You may use either your SSN or EIN. For partnerships you must show the name filed first on the partnership papers. For other entities, it is your EIN.

SOCIAL SECURITY NUMBER	EMPLOYER ID NUMBER
— —	—

CONTACT INFORMATION:

REMIT TO:	ORDER FROM: SAME AS REMIT TO
Vendor Name:	Vendor Name:
Contact Name:	Contact Name:
Address 1:	Address 1:
Address 2:	Address 2:
City: State: Zip:	City: State: Zip:
Phone: Fax:	Phone: Fax:
E-Mail:	E-Mail:
Website:	Website:

TYPE OF BUSINESS:

Individual/Sole Proprietor Partnership Corporation Other

HUB INFORMATION: (OWNERSHIP OF 51% OR GREATER BY THE FOLLOWING)

Minority Women Disabled N/A

SIZE OF BUSINESS:

Small (< 500 employees) Large (> 500 employees)

ELECTRONIC PAYMENT INFORMATION: (THIS IS THE METHOD OF PAYMENT PREFERRED BY THE UNIVERSITY) **When submitting completed form, please attach an imaged voided check.*

Bank Name:

Routing #:

Account #:

Email for ACH remit advice:

I CERTIFY THAT (1) I AM DULY AUTHORIZED TO COMPLETE THIS FORM; (2) THE LEGAL ORGANIZATION AND TAX IDENTIFICATION NUMBER SHOWN ON THIS FORM ARE CORRECT, AND (3) I AM NOT SUBJECT TO BACKUP WITHHOLDING. AN ORIGINAL SIGNATURE IS REQUIRED BY THE IRS.

SIGNATURE	TITLE	DATE
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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.

TITLE: DIGITAL FORENSICS SERVICES CONTRACT
FOR THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

PROPOSAL NUMBER: 65-RFPB641099

ISSUING AGENCY: UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
PROCUREMENT SERVICES
104 AIRPORT DRIVE, SUITE 2700, CB #1100
CHAPEL HILL, NORTH CAROLINA 27599-1100
ATTENTION: Mr. Mark Sillman
Phone: 919.962.9463 Fax: 919.962.0636

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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.)

CRIMINAL BACKGROUND STATEMENT

TITLE: DIGITAL FORENSICS SERVICES CONTRACT
FOR THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

PROPOSAL NUMBER: 65-RFPB641099

The Offeror hereby certifies that it performs and maintains criminal background checks on **all employees and will not allow any contractor employees to work on University/Endowment property that has a criminal background without first notifying and obtaining approval from the contract administrator.**

FIRM NAME: _____

NAME: _____ **TITLE:** _____

SIGNATURE (IN INK): _____ **DATE:** _____

THIS PAGE MUST BE COMPLETELY FILLED OUT, SIGNED AND RETURNED WITHIN YOUR TECHNICAL PROPOSAL.

Failure to include this information in the technical proposal may disqualify an Offeror as a potential Contractor.

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the ____ of _____, 20____, by and between _____, hereinafter referred to as "Covered Entity", and The University of North Carolina at Chapel Hill, on behalf of its _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties"). This Agreement supersedes any previously executed Business Associate Agreement between the parties.

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is described on Exhibit A attached hereto and made a part hereof, and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Security and Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity;

(ii) to account for certain disclosures of Protected Health Information as required by Section 164.528 of the HIPAA Security and Privacy Rule;

(iii) to provide HIPAA training to its personnel as appropriate to maintain the confidentiality and security of Covered Entity's records and as required by HIPAA;

(iv) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(v) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement, as well as any Security Incident, of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule (see Section II(a)(ii) above).

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of North Carolina. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

University of North Carolina at Chapel Hill,
on behalf of its Information Security Office

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT A
ARRANGEMENT AGREEMENT