

**NORTH CAROLINA STATE UNIVERSITY
REQUEST FOR PROPOSALS**

RFP # 63-JGD99825

TITLE: Graduate Student Tracking Software

USING DEPARTMENT: Chemistry

ISSUE DATE: January 13, 2009

DUE DATE: 2:00 p.m., Thursday, February 5, 2009

ISSUING AGENCY: North Carolina State University
Purchasing Department
Campus Box 7212
Raleigh, NC 27695

Sealed Proposals subject to the conditions made a part hereof will be accepted until **2:00 p.m. Thursday, February 5, 2009** for furnishing services described herein.

DELIVERY BY US POST OFFICE	DELIVERY BY ANY OTHER MEANS
RFP No. 63-JGD99825 Attn: Jessica Dalton, CPM Purchasing Agent North Carolina State University Purchasing Department Campus Box 7212 Raleigh NC 27695-7212	RFP No. 63-JGD99825 Attn: Jessica Dalton, CPM Purchasing Agent North Carolina State University Purchasing Department Administrative Services I Bldg 2721 Sullivan Drive, Ste 1100 Raleigh NC 27695 (919)515-6890

IMPORTANT NOTE: Indicate firm name, RFP number, and opening date on the front of each sealed proposal envelope or package (**2 copies are required: 1 original/1 copy, marked as such/these may be packaged together**). Electronically submitted (email/fax) proposals will not be accepted.

Direct all inquiries concerning this RFP to: Jessica Dalton, CPM, Purchasing Agent
North Carolina State University
Campus Box 7212
Raleigh, NC 27695-7212
919-515-6890 phone/919-515-3511 fax
email: jessica_dalton@ncsu.edu

NOTE: Questions concerning the RFP requirements must be submitted in writing. They may be mailed, faxed, or e-mailed (no phone calls) to Jessica Dalton, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695, fax (919) 515-3511, e-mail address Jessica_dalton@ncsu.edu. **Questions must be submitted no later than 5:00 P.M. on Thursday, January 22, 2009.** All questions submitted in writing will be answered in the form of an addendum to this Request for Proposals. No contact with the using department(s) will be allowed during the proposal process. Any vendors contacting the using department(s) directly may subject their proposal to rejection.

1. INTRODUCTION & PURPOSE

North Carolina State University's Department of Chemistry (hereafter referred to as University) seeks proposals from qualified vendors to provide a web-based, computer software system to replace its current software system for tracking graduate students. There is an existing software package that provides this data but is outdated to the point of being non-functioning. A file of .pdf screen shots from that software are available to provide some insight for the reports to be generated from the new software. Please email Jessica_dalton@ncsu.edu to obtain this file.

The Chemistry Department currently has approximately one hundred and twenty (120) current graduate students and fifty (50) alumni.

2. CONTRACT PERIOD

Fully functional software shall be completed no later than six (6) months from award of contract. The project will be performed in three (3) phases. The University reserves the right to evaluate progress at the end of each phase to determine if the progress meets the expectation, and whether to move ahead with the next phase(s).

The proposed cost shall include one (1) year of maintenance for bug fixes and minor enhancements at no additional charge. The first year of maintenance shall commence on the day the software is successfully deployed (acceptance of Phase 3 is complete). For subsequent years the University will consider a yearly maintenance contract to provide bug fixes and minor enhancements to the system. Proposal responses shall include maintenance fees for years 2-5. Progress payments may be made after each phase has been completed.

3. SCOPE OF WORK

3.1 General: The awarded vendor shall create web-based software coded in PHP5 and using MySQL as the database engine. Systems that use a PHP framework such as Zend as well as those that do not will be considered. All code and database designs will be the property of the University at contract completion. The code shall meet section 508C of the Americans with Disabilities Act requirements and guidelines. The University requires two sets of documentation, a "user friendly" set for end users and a set for programmers to include detailed comments about the data structures used, the underlying rationale behind the code and a list of modules and their dependencies on other modules. The software shall be made available for testing during development and live deployment shall be completed no later than six (6) months from contract award. The awarded vendor shall keep the University updated as to the progress of the project with regular updates and testing modules provided as the project progresses. Face-to face meetings (in Raleigh, North Carolina) shall be provided at no additional cost as the University deems is necessary for successful completion of the project.

3.2 The software shall be developed in three (3) phases.

Phase 1. Includes the database design, importation of the current PostgreSQL data for students and the data (name, ID, e-mail address, and academic rank) for faculty. Student-faculty relationships in terms of graduate students and their committees shall be included (reports 3 and 12 below). Student financial information will be included – either research assistant (RA) or teaching assistant (TA) (report 5 below). A publicly accessible PHP module which will output the students name, location, phone number and email address that can be included in a web page for a directory of students. See http://www.ncsu.edu/chemistry/people/graduate_list.php for the format in which the data should appear.

Phase 2. The Teaching Assistant (TA) Scheduling subsystem will be a part of this phase. Data for courses requiring TA's will be obtained from the NC State Student Information System (SIS) (Oracle/Peoplesoft) due to come online in February 2009. The programmer will need to work with the appropriate SIS University administrators to obtain the necessary data access. The program will present the course data to the students and they will select the course(s) that they want to teach. Each course will be presented with its course number, section number, hours it will be taught and the location in which it will be taught. The system will operate on a "first come, first served" basis. This phase will also include the implementation of a program requirements system. Students entering the program will have a set of requirements that they must complete in order to graduate. These requirements may change with time but current students will maintain the same requirements as when they entered the program. The software will keep track of the requirements that a particular student has to complete. Reports 1, 2, 8 and 9 will be part of this phase.

Phase 3. This will include the remainder of the reports and functionality not previously mentioned. Access to the system will be controlled by Unity ID (see 18 below) and authenticated by NC State Wrap system. Students will have the ability to modify their own personal and contact information in the system and nothing else. Faculty will be able to view all the data on students for which they are committee members or chairs of committees but will not be able to make changes to the information. Administrators will have total access to the data.

3.3 Data Storage and Report Generation Requirements

The system shall retain the following information for each student:

Personal

Name, University ID number (student id and PeopleSoft id)

Demographics – gender, ethnicity

Post graduation – job and location

Contact

Campus office address

E-mail address

Phone/FAX information

Academic

Degree program

Program entry date

Educational history

Degree progress

Graduate committee chair/members

Research

Areas of interest/Departmental or University research group affiliation

Refereed publications

Invited talks

Contributed papers

Professional meetings attended

Awards

Financial

Teaching assistant history & scheduling (current and archival)

Research assistant history (current and archival)

The system shall generate reports in the following areas:

1. Tasks Due – Lists tasks due. Large number of dependencies: in-state residency material, advisor selection, in-state residency application, committee selection, plan of work, Cumulative Examinations (cumes), schedule preliminary exam, preliminary exam, seminar, thesis/dissertation, defense. The report will be sorted by the type of task due. Categories are: Residency Material, Advisor Selection, Residency Application, Committee Selection, Plan of Work, Poster, Cumes, Scheduling of Preliminary Exam, Preliminary Exam, Seminar, Thesis/Dissertation, Defense. In each section there will be the name of the student and the data for which the task is due. Subset of Task Report below.
2. Task Report – Depends on the same criteria as Tasks Due, above. Task Report shows all statuses rather than just “Due.” Categories are Student Name, Residency Material, Advisor Selection, Residency Application, Committee Selection, Plan of Work, Poster, Cumes, Schedule Preliminary Exam, Preliminary Exam, Seminar, Defense, Thesis/Dissertation, Notes. Sorted alphabetically by student name. Can also be sorted by status of each other column.
3. Committee Report – Lists committee members for all students. Categories are Student Name, Current Semester (how long the student has been here), members of the committee along with their role (chair or member), whether the committee member has been approved by the department, any notes.
4. Cume Report – The report is alphabetical by student name and includes current track (MS, PhD, etc.), current semester (how long the student has been here), task status (options are due, past due, complete, completed with condition, waiting for approval, ,waiting on condition, canceled, failed, or not assigned), cume standing (points obtained versus points required), number of cumes taken, detail on each cume taken and the date it was taken and the score obtained, notes.
5. Appointment Report – Lists current financial support for all graduate students (teaching assistants and research assistants). The report is sorted by student name and includes current track (MS, PhD, etc.), days the department paid for their support versus the total days they were here and notes.
6. Assignment Report – Assignment Report – List current research assistantship, if applicable, and all teaching assistant assignments. The report is sorted alphabetically by student name and includes current track (MS, PhD, etc.), current appointment type (TA or RA), TA assignment values obtained versus TA assignment values needed, TA assignment values for the following semester, assignment details as to what was taught and how many TA assignment values were earned. Report will highlight in an accessible manner any students out of TA compliance (e.g. if assignment values obtained are less than those needed. These rules shall be soft coded into a table and be able to be different for different classes.
7. Teaching Assignment Sign Up – Lists TA-related course sections, assigned TAs, if applicable. Allows TAs to be assigned/unassigned to/from course sections. The information for this will be pulled from Registration & Records as part of the normal function of the software. The data will be sorted by course number and section and will permit the student to choose a section and sign up for it. Other information on the page will include, for each section, the TA name, TA student ID number, the number of points the course is worth, the title of the course, the day(s) and time the course is taught and the room the course is taught in.
8. Teaching Assignment Course List – Lists TA-related courses, not specific sections, teaching values and number of TAs needed for each course, whether the course is active for the current semester, and any notes for the course.
9. GSSP [Graduate School Support Program] Reports – Lists academic track, semester in residence, residency, highest degree held, GARS time expiration, student notes.
10. Undergraduate Schools – Lists undergraduate schools, their location, and the students who graduated from them and their current NCSU status (enrolled, alumnus).

11. Student List – Lists all students and their status (enrolled, alumnus, drop out), track (Ph.D./MS), entry and exit dates.
12. Faculty Load – Lists all faculty along with graduate-student committee chairmanships and memberships. Status can be approved or unapproved. Report will list both and indicate what type each one is.
13. Faculty List – Lists all faculty, IDs, e-mail addresses, and academic rank and whether currently active or inactive.
14. Requirements – Lists degree requirements. Degree requirements can be different for different classes of students.
15. Parameters – Soft coded values in a database format for any variable parameters associated with these reports.
16. Users – Lists the users who have access to the system and what level of access they have.
17. Spreadsheet – Builds spreadsheet extract of data.
18. Alias Access – User access should be student, faculty, administrator and keyed to unity ID and authenticated using NCSU WRAP protocol.
19. Student Summary – Lists comprehensive system information for a specific student. As part of this report the software will check the number of semesters in residence against the prior degree and the student's current degree objective to indicate if the student is GSSP eligible, exception or ineligible. The rules for GSSP eligibility are at <http://www.ncsu.edu/grad/support-plan/pocket-chart.html>.

4. EXPERIENCE

Proposing vendors shall demonstrate experience providing software similar in nature and scope to that required herein. References provided must demonstrate this experience. Please note that samples/examples of similar projects will be evaluated carefully as to successful completion and usability. The proposal response shall contain detailed sample project information. It is the vendor's responsibility to provide valid reference information and the University reserves the right to use reference check responses in its evaluation of proposals.

5. PROPOSAL RESPONSE

Proposal checklist:

- Proposal addressing items in the Scope of Work to include timeline for completion of each Phase
- Reference Page
- Signed Execution of Proposal Page
- Completed Cost Proposal Page (Rate Schedule)

Any applicable addendum required for return.

Incomplete proposals will not be considered.

6. CRITERIA FOR EVALUATION AND AWARD

All proposals will be evaluated according the following criteria:

LIMITING CRITERIA

- All forms completed and returned as required.
- The proposal response to items listed in Section 3 Scope of Work. All items must be addressed in the proposal response.

Proposals meeting the limiting criteria will be further evaluated for the following:

- The apparent ability of the proposing firm to complete the project as described herein.
- Extent and success of previous work provided to organizations similar in nature and size to that referenced herein. References provided verify the required experience and samples/examples provided demonstrate the ability to provide a quality product.
- Cost

<u>Criteria</u>	<u>Weight</u>	<u>Item(s) to be Evaluated</u>
Completed Proposal received	required	Complete Proposal all pages returned as required. Proposal response to Section 3 and samples/examples of equivalent project are included.
Proposal response to items listed in Section 3. Apparent ability of the proposing vendor.	30%	Proposal response to each section of the Scope of Work.
Cost	30%	Total 5-year cost
References provided demonstrate the required experience	20%	Reference check responses
Samples/examples provided demonstrate the ability to complete this project	20%	Samples/Examples of similar work

Oral Explanations

The University will not be bound by any oral explanations given during or after the competitive process.

7. COST (Rate Schedule)

The proposed cost shall include all labor, travel and transportation, tools, and any other operating costs incurred by the Contractor.

Cost to provide services indicated as specified.

Phase 1 \$_____ Estimated # of hours to complete:_____

Phase 2: \$_____ Estimated # of hours to complete:_____

Phase 3: \$_____ Estimated # of hours to complete:_____

Ongoing Software System maintenance. First year maintenance (one year from date of full live deployment) shall be included in the quoted price.

Year 1 maintenance beginning one year from date of full deployment: \$_____

Year 2 maintenance: \$_____

Year 3 maintenance: \$_____

Year 4 maintenance: \$_____

Bid Alternate:

Cost savings to the University if ownership remains with the awarded vendor and the University is provided a perpetual license for the version developed under this RFP, or version kept under continuous annual maintenance :\$_____

NOTE: The University reserves the right to accept other than the lowest price proposal as may be determined to serve the best interest of the University.

COMPANY NAME _____

REFERENCES

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK DURING THE PAST THREE (3) YEARS.

(1)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____
(2)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____
(3)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____

THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

EXECUTION OF PROPOSAL

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That, if required, the potential Contractor has attended the preproposal conference and is aware of the prevailing conditions associated with performing these services.
- ___ That the potential Contractor agrees to the conditions as set forth in this **Request for Proposal** with no exceptions.
- ___ That the potential Contractor can obtain a performance bond, if required herein, and insurance as specified.
- ___ That the proposal is submitted competitively and without collusion, 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 1 Felony.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within thirty (30) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

CONTRACTOR _____ ADDRESS _____

PHONE _____

CITY AND STATE _____ ZIP CODE _____ FAX _____

BY _____ TITLE _____

(Signature)

E-MAIL _____

Type or Printed Name Federal Identification Number

ACCEPTANCE OF PROPOSAL

DATE: _____

AGENCY _____ CITY AND STATE _____

BY _____ TITLE _____

(Signature)

THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

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. **PROPOSAL SUBMITTAL:** All proposals must be received by the issuing agency not later than the date and time listed on the cover sheet of this proposal. **Two (2) copies (1 original/1 copy marked as such) of the proposal must be received from each vendor.** Each proposal must be signed and dated by an official authorized to bind the firm. Late proposals will not be considered for award.

Request for Proposals (RFP) are posted to The State of North Carolina Interactive Purchasing System (IPS) www.ips.state.nc.us. An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted prior to the proposal closing. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.

3. **ORAL PRESENTATIONS:** During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors 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.
4. **PROPOSAL EVALUATION:** Proposals will be evaluated according to the completeness, content, experience with similar projects, ability of the offeror and its staff and cost. The 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 University, and/or the State.
5. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.
6. **REQUEST FOR OFFERS:** Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.
7. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
8. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
9. **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:

- 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 proposals and copies should **minimize or eliminate use of non-recyclable 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.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.
 11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of forty-five (45) days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.

12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **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 the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the University are exempt from this provision.
14. **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 offerors shall become the property of the State when received.
15. **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.
16. **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.
17. **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.
18. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the University 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.
19. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department 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 purchaser listed on the first page of this document to obtain a verbal 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.
20. **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.state.nc.us/pandc/>.
21. **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 offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
22. **ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:** The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Vendors must:
 - a. Assure all features, components and sub-systems of the software or IT System contained on this RFP **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFQ does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;
 - b. If the Voluntary Product Accessibility Templates (VPAT) (<http://www.access-star.org/ITI-VPAT-v1.2.html>) are used, they must include compliance checklists for:

1. Technical Standards,
 2. Function and Performance Criteria
 3. Documentation and Support
- c. The product offered in response to this RFP is subject to an accessibility evaluation by the University.

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

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

1. **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
2. **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 Agency.
3. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
4. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
5. **INSPECTION AT CONTRACTOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University 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 the University, 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 the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

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

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 University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

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. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

8. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
9. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. 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.
10. **CONTRACTOR TERMINATION:** The contractor may terminate the contract by providing written notice to the University at the address shown in this proposal at least thirty (30) days before the effective termination date.
11. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement.
12. **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 the Agency.
13. **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 the State for loss of damage of such property.
14. **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. In addition, all inventions and the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the University, and the Contractor agrees to assign all rights therein to the University. Contractor further agrees to provide University with any and all reasonable assistance which University may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by the University.
15. **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. Further, the University Internal Auditor shall have the same access to persons and records.
16. **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, the University 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 the University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
17. **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.
18. **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.
19. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

20. **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 \$500,000.00, 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 \$1,000,000.00 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 \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 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.

21. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising without prior written approval from the University.
22. **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 Proposal, any addenda thereto, and the offeror's response 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.

23. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the University and the Contractor.
24. **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.
25. **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.
26. **GENERAL INDEMNITY:** The contractor shall hold and save the University, 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 University 's agents who are

involved in the delivery or processing of contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

27. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the University or 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 University agent responsible for the contract.

Vendor must give notice to the University 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.

28. **PRICING:** All prices offered herein shall be firm against any increases. Request by the contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the option of accepting a contractor's proposed cost increase or canceling the service and seeking proposals from other contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve month period of the request.

29. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principals" for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this RFP document.