

Solicitation: IFB No. 59-P2136

Bidder/Offeror:

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

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**NORTH CAROLINA A&T STATE UNIVERSITY
REQUEST FOR PROPOSAL**

RFP: 59-P2136

TITLE:	Marketing/Advertising/Public Relations
USING AGENCY:	University Development Office
ISSUING DATE:	December 18, 2008
OPENING DATE:	January 5, 2009
PURCHASING SPECIALIST:	Nikki C. Williams
	mcwilli2@ncat.edu – Email Address
	(336) 334-7555 – Telephone
	(336) 334-7013 – Facsimile

I. GENERAL INFORMATION

A. Background: North Carolina Agricultural & Technical State University (“NC A&T”) is a land grant doctoral/research-intensive institution within the University of North Carolina University System. NC A&T is located in Greensboro, North Carolina, on 188 beautiful acres. Its enrollment is more than 10,350 students and has a workforce of approximately 1,600 employees. The University is a learner centered community that develops and preserves intellectual capital through interdisciplinary learning, discovery, engagement, and operational excellence.

The University offers 99 undergraduate degree programs, more than 50 master’s degree programs, and Ph.D. degrees in mechanical, electrical, industrial engineering, energy and environmental studies and leadership studies. The academic programs are offered through the Schools of Agriculture and Environmental Sciences, Business and Economics, Education, Nursing, Technology, Graduate Studies, and the Colleges of Engineering and Arts and Sciences.

The student body, which is carefully selected from thousands of applicants annually, is the primary strength of the University. They are taught and mentored by an excellent faculty, whom have earned doctoral or other terminal degrees from some of the nation’s prestigious graduate and professional schools.

NC A&T is the national leader among colleges and universities that graduate minorities with degrees in engineering, technology, and psychology. It is one of the largest producers of African American certified public accountants. It has advanced to the forefront in the area of research and generates over \$47 million annually in sponsored programs and more than \$6 million in appropriations for agricultural research and cooperative extension. The University generates contracts with major international companies, foundations, and federal agencies to secure funding to enhance academic programs and to provide student scholarships.

Since its founding in 1891, the University has been led by eleven presidents or chancellors.

B. Purpose: The purpose of this Request for Proposals (“RFP”) is to establish a contract with a qualified firm to assist the University Development Office with creating a University brand identity and establish an integrated marketing program for local, regional, and national campaigns.

The proposal should include a creative platform and execution strategy that provides a consistent message and increases measurable awareness of the breadth of the University, its mission, programs, resources and opportunities.

C. Bidder Qualification Requirements:

1. Must have and/or maintain headquarters or a branch office in Guilford County, North Carolina.
2. Must have been in continuous business providing advertising/marketing/public relations services for five or more years.
3. Must have developed a branding, advertising or marketing campaign with an institution or higher learning.
4. Must have a local, regional, and national reach.

D. Notice to Bidder:

Sealed bids, subject to the conditions made a part hereof, will be received at this office North Carolina Agricultural and Technical State University (“NC A&T SU”) Purchasing Department-Dowdy Administration Building, 1601 East Market Street, Greensboro, N.C. until 3:00pm on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable.

ALL INQUIRIES WITH REGARD TO THIS RFP MUST BE MADE THROUGH THE NC A&T SU PURCHASING DEPARTMENT to the Purchasing Agent named on the front of this document. Bidder contact regarding this RFP with anyone other than this person may be grounds for rejection of said bidder's response. Agency contact regarding this RFP with any vendor may be grounds for cancellation of this RFP.

All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions. N.C. A&T State University objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

E. **Bidder Questions:** Direct all questions regarding this bid to mcwilli2@ncat.edu by **Monday, January 5, 2009 at 12:00 noon**. No questions will be considered after this date. Please enter **"Questions for Bid: 59-P2136-Marketing"** as the subject for the email. All responses will be addressed via an addendum. No contact with the using department(s) will be allowed during the proposal process. Any bidders contacting the using department(s) directly will subject their proposal to rejection.

It is the offeror's responsibility to assure that all addenda have been reviewed, signed and returned with the RFP package.

F. **Delivery Instructions:** Proposals (1) marked "ORIGINAL" and (4) marked "COPIES" will be received from each offeror in two separate sealed packages. The Technical Proposal and the Cost Proposal. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. **NOTE:** No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. If any cost information is included in the technical proposal and/or if any technical information is included in the cost proposal, the offeror's entire proposal shall be rejected.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY OTHER MEANS</u>
RFP NO: <u>59-P2136</u> Attn: Nikki Williams N.C. A&T State University 2 nd Floor Dowdy Building – Purchasing Department 1601 East Market Street Greensboro, NC 27411	RFP NO: <u>59-P2136</u> Attn: Nikki Williams N.C. A&T State University 2 nd Floor Dowdy Building – Purchasing Department 1601 East Market Street Greensboro, NC 27411

G. **Sustainability:**

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 copies are printed **double sided** on recycled paper with a minimum post-consumer content of 30% and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids 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 that allows for **easy removal and recycling** of paper materials.

II. INSTRUCTIONS TO BIDDERS

A. **Submission of Proposals:** Proposals must include all information requested at all paragraphs and meet all specifications and requirements. All proposals must be submitted in conformance with this RFP. Alternate proposals are unacceptable and, if submitted, may disqualify the Contractor at the University's sole discretion. Proposals will be evaluated based upon the information submitted and the quality of service proposed.

Should any ambiguity or conflict in the RFP become apparent to any offeror prior to the Mandatory Pre-Proposal Meeting, the Contractor shall promptly apply to the Director of Purchasing for written interpretation. The information given in response will be sent to all contractors in attendance at the meeting by a RFP addendum. Any addendum to the RFP will be issued in writing and must be acknowledged by the offeror in their proposal. No oral statement, explanations, or commitments made by anyone shall affect the RFP except when confirmed in writing by the N.C A&T State Purchasing Department.

Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

B. Definitions:

- **University:** Shall refer to North Carolina Agricultural and Technical State University, located at 1601 East Market Street, Greensboro, North Carolina 27411.
- **Bidder/Officer:** Shall refer to any company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
- **Agency Specific Term Contract:** Shall refer to a contract intended to cover all normal requirements for the services being specified in the RFP for NC A&T SU.

C. Prompt Payment Discounts: Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

D. Certifications: By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

E. Oral Explanations: NC A&T shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

F. 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.

G. Specifications: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

H. Cost for Proposal Preparation: Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.

I. Time for Acceptance: Each proposal shall state that it is a firm offer, which may be accepted within a period of 90-days. Although the contract is expected to be awarded prior to that time, the 90-day period is requested to allow for unforeseen delays.

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

K. 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 North Carolina A&T State University, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

L. 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 North Carolina A&T State University when received.

M. 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.

N. Information and Descriptive Literature: Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

- O. Recycling and Source Reduction:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
- P. Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- Q. Acceptance and Rejection:** N.C. A&T State University reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- R. References:** N.C. A&T State University reserves the right to require a list of users of the exact item offered. N.C. A&T State University may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
- S. Taxes:**
- **Federal:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **Other:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
- T. Award of Contract:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to N.C. A&T State University as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by N.C. State University to be pertinent or peculiar to the purchase in question. Unless otherwise specified by N.C. A&T State University or the bidder, N.C. State University reserves the right to accept any item or group of items on a multi-item bid. In addition, on TERM CONTRACTS, the University reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one Offeror is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the University to be pertinent or peculiar to the purchase in question.
- U. Historically Underutilized Businesses:** Pursuant to General Statute 143-48 and Executive Order #150, N.C. A&T State 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.
- V. Confidential Information:** As provided by statute and rule, N.C. A&T State University will consider keeping trade secrets, which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
- W. Protest Procedures:** A party wanting to protest a contract award handled by N.C. A&T State University must submit a written request for a protest meeting to the Director of Purchasing, which must be received in Purchasing within thirty (30) consecutive calendar days from the date the protested contract award. This letter must contain specific sound reasons and any supporting documentation for why the party is protesting the award or the protest will be promptly rejected. A final decision for this protest will be reached within twenty (20) working days. If we are unable to inform you by this date a written letter will be sent to you advising you of the reason and the date. If not, the Director of Purchasing will schedule a meeting with the protesting party to hear their complaint. This meeting will be held within thirty (30) consecutive calendar days after receipt of the written protest. The Director of Purchasing will respond to the protesting party in writing with a decision within the thirty (30) consecutive calendar days from the date of the protest meeting. If the protesting party is not agreeable to the decision of the Director of Purchasing they may appeal, following the same procedure as described above, to the Assistant Vice Chancellor for Business and Finance/Business Manager. The protesting party may make a final appeal to the Vice Chancellor for Business and Finance following the same procedures.

Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.state.nc.us/pandc/>.

- X. **Miscellaneous:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
- Y. **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 bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

III. **THE PROCUREMENT PROCESS**

1. Request for Proposals (RFP) is issued on the Interactive Purchasing System.
2. Proposals in one original and four copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
3. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
4. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
5. At their option, the evaluators may request oral presentations or discussion with 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.
6. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost using the Evaluation Criteria as set forth in **Exhibit J**. 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 most advantageous to North Carolina A&T State University.
7. Offerors are cautioned that this is a request for offers, not a request to contract, and North Carolina A&T State University reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University.

- IV. **PROPOSAL PROCESS TIMELINE:** This provides an outline of the key events for this RFP. This schedule may change, however if any changes effect offerors, the change will be posted on the internet as an addendum, located under reference RFP #59-P2131.

Key Events	Responsibility	Date
RFP Posted to Interactive Website	N.C. A&T State University Purchasing Department	Wednesday, December 17, 2008
Deadline for Offerors Questions (No questions will be addressed after this date.)	All Offerors	Monday, January 5, 2009 at 12:00 noon
Deadline for Proposals	All Offerors	Monday, January 12, 2009 at 3:00 p.m.
Oral Presentations	Selected Offerors	Date and time TBD
Award and Notification	N.C. A&T State University Purchasing Department	Date and time TBD

*Dates Subject to Change

- V. **PROPOSAL REQUIREMENTS:** All bidders must respond to the following requirements in order for the RFP to be considered to provide the services to the University. Proposals should be thorough and detailed as possible so that the University may properly evaluate the offerors capabilities to provide the required services. All offerors are required to submit the following items as a complete response.

A. Company Background and Experience: This section must include background information on the organization and must give the number of years in the Direct Mail Campaigns industry, with details of experience with similar projects. This information must be submitted as **Exhibit A: Company Background and Experience.**

1. Provide an organizational chart as it relates to this project.
2. Provide the name of the company, an overview and history of the company, the location of its headquarters, the location of the primary office that will provide services to the University and the location of any branch offices.
3. Provide the total number of company employees, and include the number and title of positions of those employees.
4. Describe the company structure and ownership of the company. Include any significant developments or organization ownership.
5. The firm must disclose in writing any potential conflict of interest. If the owner(s) of the company has any relationship with/to any N.C. A&T State University administrator, staff or faculty member. Any relationship must be disclosed as a part of the bid response.
6. Provide the biographical information on each of the principals of your firm
7. Identify and describe any computer hardware and/or software your company uses to provide services to its clients and how these tools maybe interfaced with the University's.
8. Offeror must have owned and operated a marketing/public relations firm for a minimum of five (5) years, and must reference this in the response.
9. Offeror must disclose in writing with the response any legal issues (e.g.; lawsuits, liens, IRS.) that may or may not impact business with the University.
10. Offeror must disclose in writing with the response if it has provided services to any North Carolina State agency, specifically noting whether a contract was terminated with the company within the past five (5) years?

_____ Yes

_____ No

If yes: Identify the agency. Include if a contract was terminated and the reason.

B. Personnel and Staffing: This section must include the proposed staffing, and deployment of personnel to be assigned to this project. The offeror shall provide information as to the qualifications, and experience of all managerial and professional personnel to be assigned to this project, which shall include but not be limited to bios, resumes, titles, number of years with the company and number of years in the marketing/public relations industry. The offeror shall identify a team leader who will be responsible for day-to-day client communications and for keeping the University Contract Manager apprised of progress and issues. This information must be submitted as **Exhibit B: Personnel and Staffing.**

C. References: This section must include a list of four (4) current companies where your firm is providing similar services and a list of four (4) past companies where your firm has provided similar services. If you have provided service for any state agency in North Carolina, you must disclose the agency, contact name, contact telephone, email address, and any other pertinent information regarding the service provided. In addition, you must disclose in writing any previous contract with a state agency that was terminated for any reason. This information should be submitted as **Exhibit C: References.**

D. Technical Proposal: This section must include, in a detailed narrative format how the company will provide, manage and accomplish the services to the University based on the scope of services described herein. This information must be submitted as **Exhibit D Technical Proposal.** This section must include a specific plan for providing the proposed services, including when, where, and how the services will be performed. The response must include a specific timeline including milestones, project tasks, deliverables and timeframes for completions. In addition, the project plan should include a description of anticipated needs for access to existing North Carolina A&T State University resources, including staff time.

E. **Outsourcing:** The bidder must detail the manner in which the company intends to utilize resources or workers 1) located outside of the United States, 2) located outside the State of North Carolina, and 3) sub-contractors that shall be used to provide services. The University must evaluate the additional risks, costs and other factors associated with such utilization to make an award for this proposal as deemed in the best interest of the University. This information should be submitted as **Exhibit E: Outsourcing.**

F. **Execution:** The Execution certifies that the information submitted is accurate and the vendor understands the specifications including the terms and conditions. This information on **Exhibit F: Execution.**

G. **Cost Proposal:** The information shall be submitted in a separate, sealed package, clearly marked; "COST PROPOSAL. The Cost Proposal shall include the cost for providing the services as described herein which includes; consulting services, research,, and ongoing creative services on an hourly basis or as needed on a project basis. The Cost Proposal must be submitted as **Exhibit K: Cost Proposal.**

H. **Certificates/Licenses/Accreditations:** The bidder must provide a copy of certificates and/or licenses that are required to provide services. This information must be submitted as **Exhibit G: Certificates/Licenses/Accreditations.**

Historically Underutilized Business Certification ("HUB"): This section is to inform the University of a firm's Certification as a HUB vendor. Complete the information on **Exhibit H: HUB Certification. And Business Plan.**

Historically Utilized Business Plan: North Carolina A&T State University encourages the use of HUB vendors by prime contractors whenever possible. Describe in detail a plan in which your company may utilize HUB vendors (sub-contractors, suppliers, etc.) to support providing the scope of services to the University. Complete the information on **Exhibit H: HUB Certification and Business Plan.**

VI. **SCOPE OF SERVICES:**

The firm shall provide the following services:

A. **Creative Strategic Planning and Management:** The successful firm must be able to provide industry expertise by recommending, developing and implementing a University brand that conveys a positive measurable message that shall promote University loyalty, increase fundraising dollars, and promote a positive image of the University.

B. **Brand Audit:**

1. Review existing North Carolina A&T State vehicles of information dissemination to internal and external clients. This information may include but not be limited to print materials, radio/television messages, websites, interactive areas (blogs, forums, telephone, etc.)
2. Collect, and analyze data from internal (faculty, staff, students) and external (community leaders, alumni, local area industry leaders) stakeholders to determine the existing perceptions of North Carolina A&T State University.
3. Collect available research and conduct original research that identifies and quantifies appropriate elements that sets North Carolina A&T State University apart from other area universities.
4. Recommend any additional research that may be relevant in the development of a comprehensive University brand.

C. **Media Plan:**

1. Assess any existing media plan of North Carolina A&T State University to evaluate its overall effectiveness.
2. Assist in the development of a media plan that disseminates information to the most appropriate audiences effectively and efficiently. This shall include but not be limited to television, radio, print advertisement, direct mail, billboards (online and interactive), email, transit, venue advertising, etc.
3. The contractor shall develop and implement post-media buy evaluation and reporting methodology in order to provide to North Carolina A&T State University the success levels for each buy.

D. **Public Relations:**

1. Assist in identifying topics, information, storylines, etc, to increase releases and develop messages for positive editorial coverage of the University. This may include but not be limited to significant awards, grants/contracts, faculty/staff/student and administrative achievements, etc.

2. Identify departments and divisions within the University that have the opportunities to be promoted and/or highlighted through the media.

VII. CONTRACT REQUIREMENTS:

A. Contract Period: Any contract resulting from this proposal shall be effective from the date of award for a period of one (1) year. The University reserves the right, under the same terms and conditions in this RFP, to extend the contract for up to two (2) additional one-year periods not to exceed a total of three (3) years from the date of the original contract award. Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful supplier has signed proposal. In the event of a conflict between the two documents, the RFP shall govern. All other services shall commence on, and shall remain in effect through, unless terminated, canceled, or extended as otherwise provided herein.

B. Contract Addendums: NC A&T SU may require changes in the scope of services of the Contractor to be performed under the contract. Such changes, including any increase or decrease in the amount of the price, which are mutually agreed upon by and between the Contractor and NC A&T SU shall be incorporated in written amendments to the contract by NC A&T SU.. The Contractor shall be responsible for all taxes (federal, state, and local) and license fees, or any other necessary expenses to the performance of this contract.

C. Contract Termination: NC A&T SU may terminate the contract for any reason by providing the contractor with a sixty-(60) day written notification to the contractor. The Contractor may terminate the contract by providing NC A&T SU with a sixty-(60) day written notification of intent to cancel.

In the event of termination of the contract, the Contractor maybe expected to continue to provide professional services through the transition to another source.

D. Contract Transition: The transition of services shall commence upon awarding the contract by the University. The Contractor will be expected to provide professional coordination services, the expenses of which will be borne by the Contractor. The Contractor will be expected to attend meetings as reasonably required by the University to assist in the preparation for the transition of operations.

E. Contract Extension: The University shall give the Contractor written notice of its intent to extend a contract no less than thirty- (30) days prior to the expiration of the Contract, and if the University-elects to extend, any proposed changes in contract terms shall be specified in writing as part of the written notice and shall become an addendum. The Contractor shall have thirty-(30) days from the date of receipt of this written notice to accept or take exception to any of the proposed renewal terms. The exceptions shall be negotiated between the University and the Contractor during, the following thirty (30) days. Upon mutual agreement of the parties concerning extension terms, the Contractor shall sign the extension notice and send it to the University. If no agreement can be reached, the Contractor shall continue services under the current existing terms until a new contract can be awarded. In the event of a Contract extension, the Contractor will be required to provide complete and current submittals prior to each extension, including, but not necessarily limited to, insurance certificates and financial statements.

F. Contract Administrator: A Director in the University Development Office and/or a designee shall be responsible for managing the contract. The contract administrator shall be responsible for ensuring that the Contractor is providing the scope of work covered in the RFP. This individual shall serve as the liaison between the Contractor and North Carolina A&T State University

G. Contract Monitor: A representative from the University Purchasing Department shall serve as a monitor of the contract to ensure that both parties are adhering to the terms and conditions set forth in a Contract. In addition, this individual shall serve as the key contact for any addenda that may change a contract, and as the facilitator for any issues that may arise between the two parties.

H. Account Manager: The Contractor shall provide during the life of the contract one (1) person at all times to serve as the primary Team Leader for issues regarding the contract. The University requests that the account manager assigned at the commencement of a contract remain for a minimum of twelve (12) months. This person will serve as the liaison between the University Contract Administrator and the Contractor. The University reserves the right for reasonable issues to request a change of the Account Manager at any time. Any substitution of the Account Manager must be submitted in writing to the University for approval prior to the change. This person will work closely with the North Carolina A&T Division of Development and serve as key contact for communication. This person may be required to visit N.C. A&T campus in person and as often as deemed necessary by the University during the term of the contract.. Such visits shall include but not be limited to picking up and discussion of artwork, material, and proofs. The individual(s) designated as key personnel for the purposes of this contract are those specified in the Contractor's proposal.

I. Billing/Invoicing: NC A&T SU shall issue a purchase order that shall be used for processing invoices for the direct mail campaign service. A new purchase order shall be issued at the beginning of each fiscal year during the length of the contract. All invoices must reference the assigned purchase order number for the fiscal year. In regards to hourly rates, NC A&T SU shall only pay for services rendered based on actual hours worked at the rates proposed.

J. 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. All invoices shall show the University's assigned purchase order number(s) and shall be approved by the Contract Administrator or his/her designee.

K. Audit: The Contractor agrees that the University or State Auditor may copy and examine any books or records of the Contractor related to the Contract and the services supplied to the University, and may accompany the Contractor on service rounds to observe operations of the Contractor. The Contractor agrees to retain such books and records for a period of three-(3) years following termination of the Contract or longer if required by law.

L. Taxes: The Contractor shall be responsible for remission of all taxes -federal, state and local -and all license fees, or any other necessary expenses to the operation under the Contract and should conform to all laws, regulations, and ordinances applicable to the performance of this Contract Notwithstanding the foregoing, the Contractor shall not be responsible for any taxes assessed upon or otherwise derived from the net income of the University.

M. Subcontractors: In the event any of the work is subcontracted by the Contractor, the contractor shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. The University shall not be liable for or to any agreements between the Contractor and its subcontractors in providing the services to support a contract.

N. Quality: All materials and workmanship for this job must be of high quality to be acceptable. All type settings, inks, presswork, make-ready, registration, folding, trimming, measurements, paper and other operations necessary to complete work must be of high quality in all respects, free from wrinkles and gap marks. An inferior job will not be accepted or paid by N.C. A&T. N.C. reserves the right to be sole judge as to what constitutes as a satisfactory job and will reject any work deemed to be unacceptable.

O. Ownership: All copy, disks, artwork, negatives, photos, electronic media, that is required to fulfill the scope of work herein remains or becomes the property of N.C. A&T and shall be returned and/or given to the University in excellent, reusable condition. Any charge for this shall be included in prices quoted herein. The Offeror shall be held liable for any/all damages to materials.

P. Confidentiality: The supplier agrees that any information such as names, addresses, etc. that are provided under this contract shall not be sold, given or otherwise released to any other party at any time without the written authorization by the University Development Office and/or the Purchasing Director of NC A&T State University's . Failure to comply may result in termination of the contract.

VII. NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

A. DEFAULT AND PERFORMANCE BOND: In case of default by the contractor, N.C. A&T State University may procure the articles or 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 bidder 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.

B. 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. N.C. A&T State University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

C. AVAILABILITY OF FUNDS: Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.

D. TAXES: Any applicable taxes shall be invoiced as a separate item in accordance to G.S. 143-59.1 which 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.

E. 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.

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

G. INSPECTION AT CONTRACTOR'S SITE: N.C. A&T State 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 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.

H. AFFIRMATIVE ACTION: The contractor will 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.

I. CONDITION AND PACKAGING: Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

J. 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.

K. PATENT: The contractor shall hold and save N.C. A&T State University, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

L. ADVERTISING: Contractor agrees not to use the existence of this contract or the name of the N.C. A&T State University as part of any commercial advertising.

M. 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.

N. 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 and solely as a convenience to the contractor, N.C A&T State 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 State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

O. INSURANCE:

COVERAGE - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: 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.

P. GENERAL INDEMNITY: The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

Q. QUANTITIES (TERM CONTRACTS ONLY): The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

EXHIBIT A: COMPANY BACKGROUND and EXPERIENCE

This sec

tion must include background information on the organization and must give the number of years in the contract security services industry, with details of experience with similar projects.

THIS EXHIBIT MUST BE SUBMITTED WITH THE RFP RESPONSE.

EXHIBIT B: PERSONNEL AND STAFFING

This section must include the proposed staffing, and deployment of personnel to be assigned to this project.
(Please attach resumes, bios, etc.)

THIS EXHIBIT MUST BE SUBMITTED WITH THE RFP RESPONSE

EXHIBIT C: REFERENCES

This section must include a list of four (4) current companies where your firm is providing similar services and a list of four (4) past companies where your firm has provided similar services.

THIS EXHIBIT MUST BE SUBMITTED WITH THE RFP RESPONSE

Current Clients: (Provide a minimum of four, identify any agency of the State of North Carolina that services are being provided).

Company Name	Contact Name	Telephone Number	Email Address	Services Rendered	Length of Service
1.					
2.					
3.					
4.					

Former Clients: (Provide a minimum of four, identify any agency of the State of North Carolina that services were provided).

Company Name	Contact Name	Telephone Number	Email Address	Services Rendered	Length of Service
1.					
2.					
3.					
4.					

Provide a brief summary for each former client named above, explaining the reason that your company is no longer providing the contract security services. If a contract was terminated by either you or the client, please provide the reason for the termination..

Client Name: _____

Explanation: _____

Client Name: _____

Explanation: _____

EXHIBIT D: TECHNICAL PROPOSAL

This section must address, in a detailed narrative format how the firm will provide, manage and accomplish the services to the University based on the scope of services described in the RFP.

THIS EXHIBIT MUST BE SUBMITTED WITH THE RFP RESPONSE

EXHIBIT E: OUTSOURCING
Where Service Contracts Will Be Performed

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

THIS EXHIBIT MUST BE SUBMITTED WITH THE RFP RESPONSE

Issuing Agency: N. C. A&T State University
Agency Contact Person & phone #:

Solicitation # 59-PP2136
Nikki C. Williams
(336) 334-7555
Advertising/Marketing/Public Relations

Solicitation Title / Type of Services:

OFFEROR NAME: _____
City & State: _____

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

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

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

_____	_____	_____
_____	_____	_____

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

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

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

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

EXHIBIT F: EXECUTION OF PROPOSAL

**THIS EXHIBIT MUST BE SUBMITTED WITH THE RFP RESPONSE.
(Responses received without the completion of this Exhibit will be rejected.)**

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

- ____ That this proposal is signed by an authorized representative of the firm.
- ____ That the potential Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
- ____ The cost and availability of all, equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- ____ That all labor costs, associated with this project both direct and indirect, have been determined and included in the proposed cost.
- ____ That the potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- ____ That the potential Contractor is properly licensed for providing the product/services specified in this RFP.
- ____ That, the potential Contractor has attended the pre-proposal conference and is aware of the prevailing conditions associated with performing these services.
- ____ That the potential Contractor had the opportunity to ask questions and received a response to the question(s).
- ____ 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 violation of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I Felony,

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services for a **cost not to exceed** \$ _____.

CONTRACTOR: _____ ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE NUMBER: _____

FAX: _____ E-MAIL: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

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

Will any of the work under this contract be performed outside the United States? ☐ Yes ☐ No
(If yes, describe in technical proposal.)

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

ACCEPTANCE OF PROPOSAL: *This space is for use by North Carolina A&T State Purchasing Department..*
(Using Agency Name)

BY: _____ TITLE: _____ DATE: _____

EXHIBIT G: CERTIFICATES/LICENSES

**Attach copies of licenses required to perform the services set forth in the RFP.
Attach a copy of the company's State of North Carolina License.**

THIS EXHIBIT MUST BE SUBMITTED WITH THE RFP RESPONSE

**EXHIBIT H: HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION
And
HISORICALLY UNDERUTILIZED BUSINESS PLAN**

THIS EXHIBIT MUST BE SUBMITTED WITH THE RFP RESPONSE

North Carolina Agricultural and Technical State University actively supports doing business with historically underutilized suppliers. If appropriate, be sure to complete this certification section.

Indicate whether any of the following apply to your company/firm:

Minority-owned business: Yes _____ No _____

(Note: Minority definition is any business with at least 51% of the business owned and controlled by minority group members)

Please indicate the specific minority group:

_____ African American
_____ Hispanic (Mexican, Puerto Rican, Cuban, Caribbean Island, Central of South American,
_____ or other Spanish origin (regardless of race).
_____ Asian (including Pacific Islander)
_____ American Indian (including Alaska native)

Woman-owned: (Note: Women-owned definition is any business with at least 51% of the business owned and controlled by women.

Yes ___ No ___

Disabled-owned: (Note: Disabled-owned definition is any business with at least 51% of the business owned and Controlled by a physically or mentally impaired person.

Yes ___ No ___

List Disability:

EXHIBIT I: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

THIS EXHIBIT IS NOT TO BE SUBMITTED WITH THE RFP RESPONSE

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 is validity, construction, interpretation and enforcement shall be determined
2. **INDEPENDENT SUPPLIER:** The Supplier shall be considered to be an independent Supplier and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Supplier 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 N.C. A&T State University.
3. **KEY PERSONNEL:** The Supplier shall not substitute key personnel assigned to the performance of this contract without prior written approval by the N.C. A&T State University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Supplier's proposal.
4. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Supplier or its employees shall not be subcontracted without prior written approval of the N.C. A&T State University's Contract Administrator. Acceptance of an offeror's proposal shall include any sub-Supplier(s) specified therein.
5. **PERFORMANCE AND DEFAULT:** If, through any cause, the Supplier shall fail to fulfill in timely and proper manner the obligations under this agreement, the N.C. A&T State University shall thereupon have the right to terminate this contract by giving written notice to the Supplier and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Supplier shall, at the option of the N.C. A&T State University, become its property, and the Supplier shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Supplier shall not be relieved of liability to the N.C. A&T State University for damages sustained by the N.C. A&T State University by virtue of any breach of this agreement, and the N.C. A&T State University may withhold any payment due the Supplier for the purpose of setoff until such time as the exact amount of damages due the N.C. A&T State University from such breach can be determined.

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

In addition, in the event of default by the Supplier under this contract, N.C. A&T State University may immediately cease doing business with the Supplier, immediately terminate for cause all existing contracts N.C. A&T State University has with the Supplier, and de-bars the Supplier from doing future business with N.C. A&T State University.

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

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.

6. **TERMINATION:** Either party may terminate this agreement at any time by 60 days notice in writing. In that event, all finished or unfinished deliverable items prepared by the Supplier under this contract, shall at the option of the N.C. A&T State University, become its property. However, the Contractor shall continue services under the current existing terms until a new contractor can be awarded. If the contract is terminated by the N.C. A&T State

University as provided herein, the Supplier shall be paid for services satisfactorily completed, less payment or compensation previously made.

7. **AVAILABILITY OF FUNDS:** Any and all payments to the Supplier are dependent upon and subject to the availability of funds to the N.C. A&T State University for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Supplier 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 N.C. A&T State University.
10. **CARE OF PROPERTY:** The Supplier 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 N.C. A&T State University for loss of damage of such property.
11. **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 Supplier.
12. **ACCESS TO PERSONS AND RECORDS:** The N.C. State Auditor shall have access to persons and records as a result of all contracts or grants entered into by N.C. A&T State University agencies or political subdivisions in accordance with General Statute 147-64.7.
The Supplier shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Supplier's obligations nor the Supplier's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, N.C. A&T State University may:
 - a. Forward the Supplier's payment check(s) directly to any person or entity designated by the Supplier, or
 - b. Include any person or entity designated by Supplier as a joint payee on the Supplier's payment check(s).In no event shall such approval and action obligate N.C. A&T State University to anyone other than the Supplier and the Supplier shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Supplier 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, N.C. A&T State University, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Supplier 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.
16. **INSURANCE:** During the term of the contract, the Supplier 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 Supplier shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The Supplier shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Supplier's employees who are engaged in any work under the contract. If any work is subcontracted, the Supplier shall require the sub-Supplier to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and

\$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Supplier 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 Supplier 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 Supplier shall not be interpreted as limiting the Supplier's liability and obligations under the contract.

17. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.

18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

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

19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the N.C. A&T State University and the Supplier. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

20. **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.

21. **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.

22. **GENERAL INDEMNITY:** The Supplier shall hold and save N.C. A&T State 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 Supplier in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Supplier provided that the Supplier is notified in writing within 30 days that N.C. A&T State University has knowledge of such claims. The Supplier represents and warrants that it shall make no claim of any kind or nature against N.C. A&T State University's agents who are involved in the delivery or processing of Supplier goods to N.C. A&T State University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

23. **OUTSOURCING:** Any vendor or sub supplier providing call or contact center services N.C. A&T State University 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 Supplier wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from N.C. A&T State University.

Vendor must give notice to N.C. A&T State University of any relocation of the vendor, employees of the vendor, sub suppliers of the vendor, or other persons performing services under a state contract outside of the United States.

EXHIBIT J: EVALUATION PROCESS

THIS EXHIBIT IS NOT TO BE SUBMITTED WITH THE RFP RESPONSE

Evaluation Criteria: The criteria used in evaluating the RFP responses is based on the scope of services as outlined in the RFP. North Carolina A&T State University personnel to determine whether the responses meet the qualifications and demonstrate the company's ability to provide the scope of services required shall review the information provided in the RFP responses. All information is confidential and cannot be made public until after the complete RFP process.

Evaluation Process: The process for evaluating the RFP responses shall be in four -4) phases-written and oral..

Phases 1-3 will evaluate the written information provided by the respondents. The evaluations will be conducted by the Purchasing Department and an Evaluation Team consisting of various University personnel.

Finalist for phase 4 of the evaluation process will be those firms that have the highest average scores on the written information. The oral presentation shall provide an opportunity for the offeror to clarify or elaborate on the proposal but will in no way change the original proposal. This is a fact finding and explanation session only and will not include any negotiation. Therefore, the proposal should be complete.

Phase 1: All RFP responses received by the required opening date and time will be reviewed by the Purchasing Department to ensure the minimum bidder qualifications have been met for responses to move to Phase 2. Responses that have a no for any one of the bidder qualifications will not move to Phase 2 of the evaluation process.

Bidder Qualifications and Bid Completeness

Must have at least 5 years experience and continuous service of operation in the Advertising, Marketing and Public Relations industry.
_____ Yes _____ No

Must be a firm that is headquartered or has a branch office in Guilford County.
_____ Yes _____ No

Must have created an advertising, marketing or branding strategy for an institution of higher learning within the past five (5) years.

Bid is complete and conforms to the RFP information as requested.
_____ Yes _____ No

Phase 2: The RFP respondents that meet the minimum qualifications shall be reviewed and evaluated by a committee of personnel from North Carolina A&T State University based on specific criteria as outlined in the scope and level of service expected by the University. The total available points in Phase 2 is 145 points. The responses that score an average of 73 points will be evaluated in phase 3.

Criteria	Total Available Point
<u>Background and Experience:</u> Provided an Organizational Chart of staff that would be assigned to University contract, = 10 points. Provided an overview of the company with history. = 5 points. Provided a list of the number of employees. = 5 points. Provided company structure and ownership = 2.5 points. Provided biographical information on principals, = 2.5 points	25
<u>Personnel/Staffing:</u> Provided the list of personnel that will be assigned to the contract w/biographical or resumes.. = 5 points The Team Lead has over 5 years of experience in the Advertising/Marketing/Public Relations Industry. = 5 points. The team assigned to the account/project are highly skilled with extensive experience in Advertising/Marketing/Public Relations Industry. = 5	20

<u>Technical Approach:</u> Provided a detailed narrative that demonstrates how the company will provide, manage, and accomplish the scope of work described in the RFP as follows: The technical approach provides a plan that includes a specific timeline including milestones, project tasks, deliverables and timeframes for completions. The plan should also include anticipated needs for access to existing resources, including staff time. = 30 The strategic marketing approach demonstrates the firm can provide quality, creativity and new image methodologies and enhancements. = 25 points. The strategic branding approach demonstrates the firm's capability to provide a comprehensive brand identity for NC A&T on a local, regional, and national basis. = 25 points	80
<u>Cost:</u> Based on the proposed costs submitted will determine the scores assigned to the responses. Lowest Cost Proposal = 20 points, Highest Cost Proposal = lower score.	20
<u>Total Points Available in this Phase</u>	145

Phase 3: The RFP responses that meet an average minimum score of 10 points or higher will be evaluated in Phase 4 of the process. This phase will be conducted by the Purchasing Department with current and past firms where similar services have been rendered.

<u>References:</u> Based on feedback from current and past accounts of the company. This may also include information for services performed at North Carolina A&T State University. Note: This should be in phase 3 of the Evaluation process. Average 5.0 or higher rating, = 15 points. Average 4.0-4.99 rating, = 10 points Average 3.0-3.99 rating, = 5 points Average rating lower than 3.0, = 0 points	15
<u>Total Points Available in this Phase</u>	15

Phase 4: Oral Evaluations: Only the RFP responses that score an average minimum score of 80 from Phase 2 + Phase 3 or higher may be invited to continue to this phase of the evaluation process.

<u>Oral Presentations:</u> Presentation provided a thorough outline of the specific project plan, demonstrated the firm's capability to provide the services as identified in the RFP (audit, branding, marketing public relations. = 30 The project team demonstrated the qualifications to create a comprehensive plan for the University. = 10	40
<u>Total Points Available in this Phase</u>	40

EXHIBIT K: COST PROPOSAL

THIS EXHIBIT IS REQUIRED TO BE SUBMITTED WITH THE RFP RESPONSE

Based on your firm's projection to perform the services as outlined in the RFP, provide a cost not to exceed for each year of a potential contract.

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

Total Contract Cost \$ _____