

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

Solicitation (IFB, RFP, RFQ) No. **58-201010**

Bidder/Offeror: Fayetteville State University

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.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

**STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS**

RFP #58-201010

TITLE: Online Educational Services

USING AGENCY: Fayetteville State University

ISSUE DATE: 09-24-2010

ISSUING AGENCY: Fayetteville State University
Purchasing Department
1200 Murchison Road
Fayetteville, NC 28301

Sealed Proposals subject to the conditions made a part hereof will be received until **October 13, 2010 @ 2:00 p.m.** for furnishing services described herein. Submit one (1) original and four (4) copies.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
RFP NO. <u>58-201010</u> Fayetteville State University Attn: Willie Mae McIntyre Director of Purchasing Division of Business & Finance 1200 Murchison Road Fayetteville, NC 28301	RFP NO. <u>58-201010</u> Fayetteville State University Attn: Willie Mae McIntyre Director of Purchasing Division of Business & Finance Barber Administration Bldg., 1 st Floor, Rm. 136 1200 Murchison Road Fayetteville, NC 28301

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

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

Direct all inquiries concerning this RFP to: Ms. Willie Mae McIntyre
Director of Purchasing
(910) 672-1086 FAX (910) 672-1521
wmcintyre@uncfsu.edu

NOTE: Questions concerning the specifications in this Request for Proposals will be received until **October 6, 2010 at 5:00 pm.** A summary of all questions and answers will be posted on the Internet at <http://www.doa.state.nc.us/pandc/> as an addendum, located under the RFP # being modified. It is the offeror's responsibility to assure that all addenda have been reviewed and, if needed, signed and returned.

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

INTRODUCTION/BACKGROUND INFORMATION

In the past, Fayetteville State University (FSU) has initiated multiple strategies for recruiting new students, including visits to high schools and community college, participation in College Fairs, sponsorship of Open House and other on-campus outreach programs, collaboration with Alumni Chapters, and other similar activities. The university has also purchased targeted names of prospects. More recently, the university has vastly improved its website, to include more attractive and more easily navigable relevant pages, and has implemented EMT Connect, a communication management system that enhances ongoing interaction with prospects. FSU also uses Facebook and Twitter to communicate with prospective students.

The student recruitment strategies have not been effective in attracting potential students who seek to complete degrees in online formats. Online students typically do not attend the programs and events that appeal to students seeking programs presented through traditional modes. Besides information on the website, no strategies have been used that are specifically directed toward prospective online students. Consequently, students find out about online offering by exploring the FSU websites, word of mouth or enrolling in online courses when regular courses are not available. Current enrollment in the university's online program is not the product of a systematic approach to recruiting online students.

SCOPE OF WORK

Recruitment of students to online programs is most efficient when the university employs marketing strategies that specifically targets the age-group most interested in online education, i.e., working adults aged 25 years and older. Such marketing must also use multiple venues for presenting the messages to a national audience. Prospective online students are not bound by geography. Moreover, since online students are unable to visit campus to complete required admissions and registration paperwork, online students usually need special assistance in making the transition to the university. Online students also need ongoing student support services to help them cope with the unique challenges of online education.

FSU seeks proposals from vendors who already have access to a national audience of adult learners, who can offer marketing programs that appeal to adult learners, who can help FSU meet the unique needs of online students with regard to admission and registration, and who can help the university meet the ongoing needs of online students.

PROJECT REQUIREMENTS

The following items will be required of the vendor:

Marketing: The vendor must have available access to a national audience of potential adult learners and significant penetration to targeted students population through multiple means and media.

- **Applications:** The vendor must be able to receive and screen high volume of applicants according to criteria defined by FSU and forward appropriate applicants to FSU for admission decisions.

Undergraduate Admissions - FSU's undergraduate admissions criteria are located at <http://www.uncfsu.edu/admissions/>. In addition to the criteria for admissions, FSU will require the selected vendor to forward applications of individuals who have either completed an Associate's Degree or who have completed the equivalent of FSU's 45-credit core curriculum. FSU's core curriculum requirements are located at <http://catalog.uncfsu.edu/ug/UC/UNVC/uncvccore.htm>.

***Graduate Admissions* - Applicants must have an earned bachelor's degree from an accredited institution and must submit two letters of recommendation from individuals qualified to evaluate the applicant's potential for success at the graduate level.**

Graduate admissions criteria are located at

<http://catalog.uncfsu.edu/g/admissions/index.htm>.

- Data Transfer: As part of the Admissions process, the vendor must transfer data electronically to FSU's Banner system.
- Student Services: The vendor must help support student persistence and success through services that address issues especially important to online adult students.

RESPONSE TO REQUEST FOR PROPOSAL

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

1. Project Organization
2. Technical Approach
3. Cost Proposal
4. Financial Statement or Evidence of Financial Stability

1. Project Organization

This section must include the proposed staffing, deployment and organization of personnel assigned to this project.

The offeror shall provide information as to the qualifications and experience of all executive, managerial, legal and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Resumes must include at least three references (including contact persons and telephone numbers).

2. Technical Approach

This section shall include in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Project Requirements of this RFP. A broad brush plan with a description of each task and deliverable and the schedule for accomplishing each shall be included. Also indicate the commitments of the University that may be required.

3. Cost Proposal

Itemized project costs must be included in the offeror's proposal.

4. Financial Statement or Evidence of Financial Stability

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

EVALUATION CRITERIA

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

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

Scoring Criteria:

- 30% Evidence of staff experience in relevant similar educational settings
- 20% Evidence of national marketing presence and potential
- 10% Presentation of marketing samples that reflect relevant and appropriate messages to targeted audience.
- 10% Evidence of capacity to receive, screen, and transfer applications to FSU Banner system
- 10% Evidence of ability to provide effective student support resources on an ongoing basis.
- 20% Proposed fee

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

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL

Unsigned proposals will not be considered.

EXECUTION OF PROPOSAL

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

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

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

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

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

☐ **Yes (If yes, describe in technical proposal.)** ☐ **No**

BY: _____ DATE: _____

(Signature)

TITLE: _____

(Typed or printed name)

For University Use Only

ACCEPTANCE OF PROPOSAL

This proposal was accepted by Fayetteville State University.

BY: _____ DATE: _____

(Signature)

Where Service Contracts Will Be Performed

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

Issuing Agency: Fayetteville State University

Solicitation # 58-201010

Agency Contact Person & phone #: Ms. Willie M. McIntyre (910) 672-1086

Solicitation Title / Type of Services: Online Educational Services

OFFEROR: _____

City & State: _____

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

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

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

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

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

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

(Attach additional pages if necessary.)

PROCUREMENT PROCESS

1. Request for Proposals (RFP) is issued.
2. Proposals in **one original and four copies** will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
3. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
4. At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness, and therefore may not be an exact indicator of an offeror's pricing position.
5. At their option, the evaluators may request oral presentations or discussion with any or all offeror's for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offeror's are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
6. Proposals will be evaluated according to weighted criterion outlined under the *Evaluation Criteria* section.
7. In addition to any other evaluation criteria identified in the this solicitation document, the Fayetteville State University shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:
 - Total cost to the State
 - Level of quality provided by the vendor
 - Process capability across multiple jurisdictions
 - Protection of the State's information and intellectual property
 - Availability of pertinent skills
 - Ability to understand the State's business requirements and internal operational culture
 - Risk factors such as the security of the State's information technology
 - Relations with citizens and employees
 - Contract enforcement jurisdictional issues
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** Fayetteville State University (FSU) shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information that is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **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:

- a. All copies are printed **double sided**.
 - b. 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.
 - c. 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.
 - d. Materials should be submitted in a format that allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offeror's in preparing or submitting offers are the offeror's' sole responsibility; FSU will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer that 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.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

9. **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 FSU, government or private, until after the award of the contract. Offeror not in compliance with this provision may be disqualified, at the option of FSU, from contract award. Only discussions authorized by FSU are exempt from this provision.
10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offeror shall become the property of FSU when received.
11. **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.
12. **SUBCONTRACTING:** Offeror may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **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.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #77, FSU 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.
15. **DECLINE TO OFFER:** Any firm which receives a copy of the RFP but which declines to make an offer is requested to send a written "Decline to Offer" to FSU. Failure to respond as requested may subject the firm to removal from consideration on future requirements.
16. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.state.nc.us/pandc/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract,

Section 5B.1519. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)

17. **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/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offeror. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

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

FOR FAYETTEVILLE STATE UNIVERSITY (FSU)

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

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

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

cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

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

7. **TERMINATION:** FSU may terminate this agreement at any time by *30 days* notice in writing from the FSU to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of FSU, become its property. If the contract is terminated by FSU as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to FSU 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 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 FSU.
10. **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 FSU 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 Contractor.
12. **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.
13. **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 , FSU 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 FSU to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

14. **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.

15. **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.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name Fayetteville State University (FSU), or the name of the State of North Carolina as part of any 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 (if one has been used), any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

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

19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by FSU and the Contractor. 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 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.
23. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

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

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