

REQUEST FOR PROPOSALS

RFP #130-Blue Light Emergency Phones

TITLE: RFP #130-Blue Light Emergency Phones

USING AGENCY: Wake Technical Community College

ISSUE DATE: May 8, 2009

ISSUING AGENCY: Wake Technical Community College

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. 130-Blue Light Emergency Phones Tonya O. Grimes Business Manager Wake Technical Community College 9101 Fayetteville Road Raleigh, NC 27603	RFP NO. 130-Blue Light Emergency Phones (Same)

IMPORTANT NOTE: Indicate firm name ("Technical Proposal" or "Cost Proposal") (*if applicable*), and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

I. Invitation

Wake Technical Community College is seeking proposals to obtain the services of a professional, highly qualified benefits brokerage and consulting firm and or qualified agent to provide a full range of services related to the design, implementation, analysis, maintenance, improvement, and communication of an employee supplemental benefits program.

Interested and qualified brokers/consultants/agents who have demonstrated their ability at comparable work are invited to submit proposals.

Proposals will be accepted until 12:00 P.M. on May 22, 2009.

Bids submitted via telegraph, 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**. Written responses and all supporting materials must be submitted in one original plus two copies.

Direct all inquiries concerning this RFP to:

Tonya O. Grimes
Business Manager
Wake Technical Community College
9101 Fayetteville Road
Raleigh, NC 27603
919-866-5916
dswallace@waketech.edu

NOTE: Questions concerning the specifications in this Request for Proposals will be received until _____, _____. A summary of all questions and answers will be posted on the internet 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 need be, 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>).

About Wake Technical Community College:

Wake Technical Community College (Wake Tech) is a two-year, public institution providing an open door to education and training for the citizens of Wake County and surrounding communities. Known as "College for the Real World," the college provides a comprehensive array of learning opportunities. Curriculum (for-credit) programs in more than 168 academic, vocational, and technical specialties offer two-year associate degrees in science, applied science, the arts, and general education; university transfer programs for entry into four-year institutions; and diploma and certificate programs that prepare workers to succeed at jobs in high demand in the community. Wake Tech also offers a broad scope of continuing education courses, including training for entrepreneurs and small business owners, public safety officer training (fire, rescue, and law enforcement), high school equivalency classes, and non-credit courses for personal and professional development. As the second largest community college in the state, Wake Tech provides customized workforce training for new and expanding industries and a cooperative education program that interfaces with the corporate community. For more information, please visit <http://www.waketech.edu>.

Scope of Services

Wake Technical Community College seeks proposals from qualified vendors to provide Blue Light Emergency Telephones for the College to aid its students, staff, and visitors in case of an emergency.

The unit shall be an easily identifiable, vandal resistant communications device that is Americans with Disabilities Act (ADA) compliant, multi-functional, freestanding, and constructed of heavy steel. The unit shall be aesthetically pleasing and virtually impervious to damage, and shall include a high quality, vandal resistant, hands-free communications device, and a powerful combination blue strobe and beacon that serve to identify the unit from a great distance.

The communication system shall be designed so that a single touch on the communications device button shall immediately and automatically dial a preprogrammed number. This shall simultaneously activate the blue strobe light and an optional peripheral device such as a remote preset for closed circuit television (CCTV). Immediately after establishing the phone connection with the receiving party, the communications device shall be capable of sending a signal identifying the specific unit being activated. The strobe shall continue to flash, drawing attention to this location until the receiving party terminates the call.

Construction:

The unit shall be a concentric steel cylinder (bollard) with a 12.75 inch diameter, a .25 inch wall thickness, and a bollard height of 8 feet, 6 inches. Solar array height to be 23 inches and will be mounted at a 15 to 60 degree angle.

Tamper resistant fasteners shall be used. It shall not be possible to enter the unit or remove any component without a special wrench designed for this purpose. These wrenches are supplied only by the manufacturer of the unit. All other types of fasteners shall not be acceptable due to the abundance of non-proprietary tools available for their removal.

The unit shall have an internal anchor baseplate that is fully welded to the target two inches above its base. The base plate shall be fabricated with a minimum of .50 inch thick A-36 grade steel plate, and shall have a 5 inch diameter center hole for electrical conduit access, as well as four oblong holes on an 8 inch circular bolt pattern for the anchor bolts. External mounting is not acceptable.

The unit shall have an access opening for anchor mounting and electrical wiring that is near the base of the bollard.

The opening shall have a cover plate flush with the unit, whose wall thickness and radius shall be the same as the bollard. The cover plate shall fit precisely into the opening, have a weather resistant gasket to prevent water from entering the unit, and shall be held in place by two ¼-20 by 1 inch countersunk, tamper resistant, proprietary fasteners as supplied by the manufacturer.

There shall be two lens openings each 10 inches high and 17 inches wide with 153 degrees of arc. The openings shall be cut into the face of the unit 180 degrees apart, with the bottom of the openings to be approximately 14 inches from the top of the unit. The corners of the cuts shall be uniformly rounded, and the edges of the cuts shall be straight and free of burrs and other visual imperfections. The four edges of each opening shall form a square when viewed in elevation from the front or rear of the unit.

A heavy cylindrical lens made of clear, lexan XL-type polycarbonate shall be inserted into the bollard and mechanically and chemically fastened to the bollard interior. The lens shall be fully sealed with silicon around its entire edge to render the installed lens water, insect, and vandal resistant. The lens shall be treated so that it will be virtually impervious to damage from ultra-violet radiation, aging, cracking, yellowing or breaking.

A solar assembly shall enclose the top of the bollard, and shall consist of a cover plate, a solar panel mount and a solar array.

The solar mount shall be aluminum with stainless steel hardware and be adjustable to accommodate the required position of the solar array.

There shall be an optional WindAssist power generator constructed of cast aluminum and painted with our environmentally protective PPG paint process. The combined solar and WindAssist mount shall be constructed from aluminum and provides a 60 degree mount for solar panel positioning.

A second opening shall be cut into the face of the unit at a point beginning 38.5 inches above the bottom of the bollard. The opening shall be 14.5 inches high at the forward edge, and 12.25 inches high at the rear edge. The lower edge of the opening shall be sloped from the rear to the front at an angle 35 degrees from the horizontal. The upper horizontal edge of the opening shall constitute an arc of 160 degrees in the face of the unit, and the sides of the opening shall be parallel and the same length.

The opening shall be totally enclosed by a 7 gauge steel plate that shall have an opening to allow for a communications device. The plate shall be seal welded to the bollard so that the faceplate and the bollard appear to be one unit.

Upon completion of the project the vendor shall restore the landscaping to the original condition before the project was started.

Mounting:

The freestanding unit shall be mounted onto four bolts that are set in concrete. Standard ¾ x 24 inch galvanized anchor bolts with galvanized nuts and washers shall be used as supplied. Unit shall mount ½ inch above the concrete to allow air movement. The concrete base shall be of such size and thickness to fully support the weight and size of the unit.

Electrical:

All wiring shall be concealed within the bollard and shall not be visible from the outside of the unit.

The unit shall require 12v DC and draw a maximum of 0.611 amperes under normal operation. Local codes for grounding should be observed.

Standard backup battery shall consist of two 92) 40 Ahr (minimum) batteries.

Lights:

Combination blue strobe and beacon: The unit shall have a combination LED lighting unit consisting of both a combo strobe/beacon and photocell. The strobe shall have a Lumen rating of 14.5 and have a flash rate of no less than 60 flashes per minute. The beacon shall always be illuminated. A deep blue polycarbonate prismatic refractor that distributes the light in a horizontal pattern, making the flash bright and visible even at great distances, shall cover the LED strobe.

Faceplate Light: A long life, LED fixture shall be concealed within the unit above and directly forward of the communication device. This fixture will direct light onto the communications device faceplate, and shall be vandal resistant.

Communications:

The unit shall have a high quality, vandal resistant and ADA complaint speakerphone communications device.

The speakerphone shall have one 1.5 inch piezoelectric button labeled "PUSH FOR HELP," one 3/8 inch diameter red (LED) labeled "Call Placed," and one green LED labeled "Call Received." The speakerphone shall have an internally mounted electronics enclosure, auxiliary power, and shall be capable of playing up to two digitally stored voice messages upon activation. The electronics enclosure shall be capable of using interchangeable faceplates: a single-button faceplate, a two-button faceplate, or a two-button faceplate with keypad. The speakerphone shall be programmable from a remote location and have a three number dialing capability per button. Battery backup shall be rated for 16 hours of active talk time and 32 hours of standby. Line powered phone devices, DIP switch programming, and push-to-talk devices are not acceptable.

The speakerphone shall have the following standard features:

- Three number dialing capability; up to 16 digits per button
- Remotely programmable
- EEPROM (memory) ensures that programming is retained during power loss
- Operating temperatures of -40°F to 150°F (-40° to 65° C)
- Conformal coated speakerphone electronics to withstand harsh environments
- Capable of notification when AC power has been off for 15 minutes
- Output sound level >80dB at 1 meter for normal conversation
- Remote control two-step microphone sensitivity adjustment and to the caller center
- Auxiliary power supply/power back up: 16 hours active talk time, 32 hours standby time phone
- Easily integrates with CCTV, alarm systems and other security equipment
- Optional Windassist power generator

Finish:

The unit shall be finished with a coating process known to be highly graffiti resistant and UV resistant.

Substrate preparation shall be as required to comply with applicable ASTM impact and adhesion standards.

Direct and Reverse Impact

Gloss @ 60°

Cross Hatch Adhesion

Salt Spray Resistance

The polyurethane finish shall be a multicoat system

The primer coat and finish coat shall each have a minimum coverage thickness of 2.0 mils.

Other types of protective finishes are not acceptable.

The color shall be dark bronze.

Graphics:

The graphics shall be a durable engineering grade reflective vinyl for high visibility and legibility.

The standard graphics text shall be “Emergency” and shall be available in 30 inch lengths. Standard color shall be ‘reflective white.’”

Communication Options:

The unit shall be capable of IP wireless communications.

The unit shall be supported by CDMA cellular communications.

Warranty:

The unit shall be warranted for a period of two (2) years.

The Procurement Process

The following is a general description of the process by which a firm will be selected to provide services.

Request for Proposals (RFP) is issued to prospective contractors.

Original proposal and 1 copy 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.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time the package containing the proposals from each responding firm will be opened.

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.

Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. 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 the College.

In addition to any other evaluation criteria identified in the College's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside the United States, consider the following factors to ensure that any award will be in the best interest of the College:

- Total cost to the College
- Level of quality provided by the vendor
- Process capability across multiple jurisdictions
- Protection of the College's information and intellectual property
- Availability of pertinent skills
- Availability to understand the College's business requirements and internal operational cultur3
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

Offerors are cautioned that this is a request for offers, not a request to contract, and the College reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the College.

1. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for which similar work has been performed, shall be included).

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 Scope of Work section of this RFP. A description of each task and deliverables and the schedule for accomplishing each shall be included.

3. Outsourcing

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

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

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

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

COST PROPOSAL / EXECUTION OF PROPOSAL

4. Cost Proposal

The Cost Proposal shall be submitted in an EXCEL spreadsheet format:

- Cost Proposal of service for each individual location
- Additional cost of estimated labor or materials outside the scope of this proposal.

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

- This proposal is signed by an authorized representative of the firm.
- It will 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.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted, to furnish the subject services for a cost not to exceed \$_____.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

Principle 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

BY: _____
(Signature) (Title) (Date)

(Typed or printed name)

ACCEPTANCE OF PROPOSAL

(Using Agency Name)

BY: _____
(Signature) (Title) (Date)

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL

Unsigned proposals will not be considered.

ACCEPTANCE OF TERMS AND CONDITIONS AND GENERAL INFORMATION ON SUBMITTING PROPOSALS (Official of Prospective Offeror)

BY: _____
(Signature) (Title) (Date)

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 Proposal 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 1 felony.
3. **ORAL EXPLANATIONS:** The College 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 which 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 submitted shall not be evaluated.

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

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ring binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the College 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 which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60 day period is requested to allow for unforeseen delays.
 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 the College, government or private entity, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the College, from contract award. Only discussions authorized by the College's Business Manager 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 offerors shall become the property of the College 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:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom, and that all information required about the prime contractor is also included for each proposed contractor.
 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 #150**, 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. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the College over \$25,000 resulting from this solicitation, they must submit a written request to the Purchasing Officer.
16. **TABULATIONS:** The College will make public the bid tabulations upon request.
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 the Internet web site: [http:// www.state.nc.us/PandC/](http://www.state.nc.us/PandC/).
18. **RECIPROCAL PREFERENCE:** **G.S. 143-59** establishes a reciprocal preference law to discourage other Colleges from applying in-College preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
19. **CONFLICT OF INTEREST:** **G.S. 133-32, G. S. 14-234**, establishes strict guidelines pertaining to gifts and favors regulated.

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

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 the State and/or College.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the College'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 the College'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, the College shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the College, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the College for damages sustained by the College by virtue of any breach of this agreement, and the College may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the College from such breach can be determined.

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

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

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:** The College may terminate this agreement at any time by 30 days notice in writing from the College to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the College, become its property. If the contract is terminated by the College 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 the College 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 the College.
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 the College for loss or 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 the 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, the College may:

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

In no event shall such approval and action obligate the College 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:

**See General Liability Insurance Requirements - Attached
Current Certificate of Insurance must be present to verify coverage**

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 of the agency, 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 Proposal, 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 College 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.

GENERAL INDEMNITY: The Contractor shall hold and save the College, 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 tortuous acts of the contractor provided that the Contractor is notified in writing within 30 days that the College has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the College's agents who are involved in the delivery or processing of contractor goods to the College. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

GENERAL LIABILITY INSURANCE REQUIREMENTS

Commercial General Liability

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	2,000,000
Personal/Advertising Liability Limit:	1,000,000
Occurrence Limit:	1,000,000
Premises Rented to Others Limit:	50,000
Medical Payments Limits:	5,000

Worker's Compensation

Employers' Liability Limits:	
Each Accident:	1,000,000
Disease Limit Each Employee	1,000,000
Disease Policy Limit:	1,000,000

Commercial Auto Liability

Combined Single Limit:	1,000,000
------------------------	-----------

Umbrella/Excess Liability

Occurrence Limit:	2,000,000
-------------------	-----------

(You must include CURRENT CERTIFICATE OF INSURANCE)

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: _____ Solicitation # _____

Agency Contact Person and Telephone Number: _____

Solicitation Title/Type of Services:

OFFEROR: _____

CITY AND 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)