

STATE OF NORTH CAROLINA

REQUEST FOR PROPOSALS

RFP WS08-012

**TITLE: TEMPORARY STAFFING SERVICES
 WINSTON SALEM STATE UNIVERSITY, WINSTON SALEM, NC**

USING DEPARTMENT: HUMAN RESOURCES

ISSUE DATE: September 8, 2008

ISSUING AGENCY:
WINSTON SALEM STATE UNIVERSITY PURCHASING SERVICES

CLOSING DATE/TIME: October 3, 2008 2:00PM

Sealed Proposals subject to the conditions made a part hereof will be received until the specified opening date/time noted above for furnishing services described herein. **It is the offeror's responsibility to ensure that offeror's proposal is in the office of the Issuing Agency by the opening date/time noted above.**

OFFERORS MUST RETURN THE ENTIRE REQUEST FOR PROPOSAL=== ALL PAGES. (1 ORIGINAL & 1 ELECTRONIC VERSION - CD VERSION) THE ENTIRE REQUEST FOR PROPOSAL WILL BECOME A PART OF THE CONTRACT DOCUMENT UPON EXECUTION BY THE UNIVERSITY LEGAL AFFAIRS DEPARTMENT

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

**ADDRESS AS BELOW IF TO BE DELIVERED BY US POSTAL SERVICE, UPS,FEDEX,ETC.
(Mail at least 5 business days prior to Bid Opening Date)**

**RFP – WS08-012
WINSTON SALEM STATE UNIVERSITY
PURCHASING SERVICES, MODULAR UNIT WEST #105
ATTN: ANDREA M. THOMPSON, CPPB, CLGPO
601 S. MLK JR. DRIVE
WINSTON SALEM, NC 27110**

******IMPORTANT NOTE: Indicate that this is a sealed bid and indicate the Firm's Name, RFP Number, Cost Proposal, Closing Date/Time on the front of each sealed proposal envelope or package.**

Offers 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 accepted.**

Direct all inquiries concerning this RFP to: Andrea M. Thompson, CPPB, CLGPO, Purchasing Services; thompsona@wssu.edu no later than 10:00am September 15, 2008.

A summary of all questions and answers will be issued as an addendum, located under the RFP # being modified.

WINSTON SALEM STATE UNIVERSITY

TEMPORARY EMPLOYMENT SERVICES

REQUEST FOR PROPOSAL

September 8, 2008

RESPONSE DUE DATE: OCTOBER 3, 2008

SCOPE OF WORK

This Request for Proposal (RFP) is designed to communicate the criteria that Winston Salem State University will use to select service providers that meet the stated requirements of Winston Salem State University's temporary staffing. Winston Salem State University is exploring alternatives to achieve consistent service levels across a specified scope of temporary services on the University campus. The successful contractor is to furnish sufficient personnel to perform all duties as required. Winston Salem State University shall provide any training necessary to perform tasks that are essential to a position but are not provided in the job descriptions included in this proposal.

Awards will be based on several factors including but not limited to:

- Lowest responsible bid
- Proposed fee structure
- Company profile
- The best interest of Winston Salem State University

INSTRUCTIONS TO OFFERER

1. All offers must be submitted in a sealed envelope addressed as follows: company name, RFP number, date and time of opening
2. Offerer shall send or deliver one (1) original and one (1) electronic version (disk/CD) to the contact name listed on the RFP by the date specified. Proposal must be submitted on the forms enclosed in the proposal package and in accordance with the scope of work. Faxed proposals **will not** be accepted.
3. Winston Salem State University reserves the right to hold proposal for evaluation for a period of sixty (60) days after due date before making award. RFP will be cancelled if award is not made within sixty (60) days of receipt. Notice of cancellation will be posted on the state IPS system. Individual notices will not be mailed. Solicitations received for this RFP will be returned by request only.
4. All items must be in compliance with the specifications. Alternate proposals will not be considered unless they are specifically called for in the proposal.
5. Proposal will be considered "non-responsive" if any/all forms omitted.
6. Proposal may not be withdrawn for a period of ninety(90) days after contract award.

GENERAL PROVISIONS

1. Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
2. Winston Salem State University reserves the right to terminate the Agreement in whole or part by giving successful vendor written notice of at least thirty (30) days prior to the effective date of termination. Upon receipt of termination from Winston Salem State University, the successful vendor shall only provide those services specifically approved or directed by Winston Salem State University.
3. Upon termination, the successful vendor shall bill Winston Salem State University for all amounts not previously billed and due at this time. The successful vendor shall not be entitled to a professional fee nor expenses for any work commenced or expenses incurred after notice of termination has been received unless specifically approved or requested by Winston Salem State University.
4. Written notice of award by Winston Salem State University will constitute acceptance of the proposal offer. The RFP package as submitted and signed by the successful offeror along with the documentation included in the offerers proposal as required by this RFP and other additional materials submitted by the offerer and accepted by Winston Salem State University shall become part of the final contract with the successful proposer.
5. No additional terms and conditions included with the proposal response shall be evaluated or considered unless expressly accepted in writing by Winston Salem State University.
6. Winston Salem State University recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority, women and disable owned enterprises. The University requests these business enterprises to submit evidence of such certification with proposals.
7. Winston Salem State University is under no obligation to accept late proposals. All proposals and supporting documentation shall become the property of Winston Salem State University and will not be returned.

Suppliers shall send or deliver one(1) original and one electronic(disk/CD) version to the Winston Salem State University contact named below, by the deadline specified. Faxed proposals will not be accepted.

Andrea M. Thompson, CPPB, CLGPO
Purchasing Services, Modular Unit West #105
Winston Salem State University
601 MLK Jr. Drive
Winston Salem, NC 27110
thompsona@wssu.edu

SPECIAL PROVISIONS

1. Successful Contractor shall not be allowed to assign his contract with Winston Salem State University without prior written approval of Winston Salem State University.
2. **The agreement term when awarded shall cover the period from January 1, 2009 thru December 31, 2009, with a provision to extend by mutual agreement for two (2) additional periods of one (1) year each beginning January 1, 2010.**
3. **The performance period of any contract resulting from this RFP may be extended upon mutual agreement between the successful Contractor and Winston Salem State University with no change in terms and conditions. Any agreement or amendment to the agreement resulting from this solicitation shall be subject to fund availability and mutual written agreement between Winston Salem State University and successful Contractor.**
4. Winston Salem State University reserves the right to add categories as may be required during the specified contract period by soliciting firm pricing from the successful Contractor of this RFP. Award of these additional categories will be made in accordance with the terms and conditions as set forth in this RFP.
5. Winston Salem State University reserves the right to reject any or all proposals with or without cause when such rejection is in the best interest of the University. Winston Salem State University also reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or who evaluation shows is not in a position to perform the contract.
6. Contractor shall submit firm pricing for all positions applicable for services required by this RFP. Pricing submitted shall remain valid throughout the entire life of the contract unless otherwise noted. Categories listed are estimates only. Winston Salem State University cannot in anyway guarantee the number of positions to be filled in each category. Percentage mark-ups for contract extension periods must be indicated on Proposal Fee Structure.
7. The successful Contractor must provide Winston Salem State University copies of Certificates of Insurance showing General Liability and Workers Compensation coverage that meet or exceed statutory requirements of the state of North Carolina. Successful contractor will be responsible for all related taxes and insurances for their assigned employees. The successful Contractor must retain completed Form I-9 for all employees as required by the Department of Homeland Security for Federal Compliance.

TECHNICAL PROVISIONS

1. The Contractor shall certify that all temporary personnel furnished will meet the following criteria:

- Drug screening tests
- Physical Demands Screening
- Criminal Background Check
- Other screenings as determined by the appropriate department

The cost of such checks shall be included in the bill rate to the University.

Contractor shall obtain information on convictions, all pending criminal actions, and all pleas, such as no contest, that are acknowledgements of responsibility. Arrests or detention orders that do not result in conviction or pleas shall not be considered. Contractor will conduct an investigation in all North Carolina counties in which the applicant has lived and/or worked to determine whether there is any criminal conviction that could affect the hiring decision. Criminal background checks will also be made in all other States that do not limit such checks and where applicant has lived or worked for six (6) months or more.

2. The Contractor shall be responsible for locating the best qualified employee available for the position requested. First priority will be given to any special personnel requests made by Winston Salem State University.
3. The Contractor is responsible for replacing any employee due to nonperformance or noncompliance of assigned duties, as well as responsible for notifying said employee of such. In the event of illness or unforeseen emergencies regarding the employee, the Contractor is solely responsible for replacement of said employee.
4. In the event any temporary employee is not renewed or is terminated by the Contractor, Winston Salem State University will have no responsibility or liability with agents to said employee. Further, the successful Contractor agrees to hold harmless and indemnify Winston Salem State University and all of its employees and agents from and against any and all liability, losses, claims, judgements, demands and other matters which results from any job action or other matter related to any temporary personnel furnished or any other occurrence which might arise or be caused by the performance of this agreement.
5. The Contractor will receive immediate notification of unsatisfactory performance of employee(s) furnished to Winston Salem State University.

6. Reports shall be generated by the successful Contractor in an effort to increase productivity for Winston Salem State University. These reports shall be generated at the request of the Contract Administrator. These reports will show at minimum, the employees utilized, the hours worked, and the billed amount, by location.
7. **Winston Salem State University reserves the right to offer permanent part-time or permanent full-time employment to a temporary employee of the contractor after the employee has reached a minimum of 240 hours of work at the University. Successful contractor will be notified in writing at least seven (7) business days prior to the offer of employment with the University.**
8. After thirty (30) days, if the performance falls below the University expectations the contract may be terminated and re-awarded to the next low bidder.

REQUEST FOR PROPOSAL TEMPORARY SERVICES

SKILL DESCRIPTIONS

General Utility Worker – Knowledge of general grounds maintenance care to include upkeep and normal landscape maintenance; ability to use and care for equipment and tools used in performing work assignments; ability to follow oral and written instructions; ability to move relatively heavy objects and to work at heavy manual tasks for considerable periods of time. A valid NC Drivers License and job related certifications may be required. Will perform a variety of duties associated with the upkeep of campus grounds (i.e. lawns, shrubbery, walkways, parking lots, streets, etc.) Duties include physically strenuous activities such as snow removal and heavy grounds equipment operation, fertilization of lawns, installation of campus signs, etc. Perform other related duties as required.

Trades Technician – Works on various types of equipment and related devices by performing one or a combination of the following: installing, maintaining, repairing, overhauling, troubleshooting, modifying, construction and testing. Work requires practical application of technical knowledge of assigned discipline, ability to determine malfunctions and skill to return equipment to required operating condition. Includes the following categories: plumbing, electrical, HVAC, mechanical, maintenance, carpentry, etc.

Custodian/Housekeeper – Knowledge of cleaning procedures to perform a variety of duties in the care and cleaning of buildings and offices. Must have the ability to follow oral and written instructions; ability to perform medium to heavy physical work. Duties may include operating heavy cleaning equipment, moving furniture and delivering large quantities of housekeeping supplies. Other duties include sweeping, waxing, buffing of floors in various buildings; maintaining bathroom areas, cleaning windows, walls, woodwork and light fixtures. Perform other related duties as required

Data Entry Operator – Inputs alphanumeric or numeric data with a minimum 9,000 KSPH. Proofs work for accuracy and completeness. Correct errors during visual inspection. Maintains accurate records for clarification. Should have good oral and written communication skills and be able to work under deadline pressure. Perform other duties as required.

SKILL DESCRIPTIONS

Administrative Assistant I – Greet visitors, clients, and staff. Perform basic clerical duties. Basic knowledge of computer and software packages preferred. Ability to type 45wpm is preferred. Will provide clerical support including but not limited to answering phones, typing, proofreading correspondence, filing, processing mail, running errands and maintaining office professionalism. Perform other duties as required.

Administrative Assistant II –Advanced knowledge of computers and software packages. Ability to type 50 wpm is preferred with strong oral and written communications skills. Will provide clerical support including but not limited to answering phones, typing, proofreading correspondence, filing, processing mail, running errands and maintaining office professionalism. Perform other duties as required.

Accounting Clerk - Experience in accounts payable, accounts receivable and/or payroll. May assist in preparation of reports, answer customer inquiries and research problems and complaints. Operates 10-key by touch. Has experience with accounting software and/or spreadsheet software. Should have at least one year experience in area of accounting, such as GL, A/P, A/R. May generate routine or adjusting journal entries. Assist in preparation of reports. Researches problems or complaints. Creates and edits spreadsheets.

Accountant – Experienced, degreed accountant (A.A. or B.A. but not CPA) to handle special projects and high level accounting. Has experience with accounting and spreadsheet software. Works with minimal supervision. Performs accounting services. Prepares financial statements and tax returns. Audits financial records. Develops financial plans. Accountants often specialize in a particular area such as taxes, cost accounting, auditing and management advisory services. Examines, analyzes and interprets accounting records to prepare statements and/or advise management.

Technology Support Technician – Provide technical and analytical assistance for computer users campus-wide. This assistance includes but is not limited to LAN administration, installations, configurations and support for computer workstations and printers, installations, configuration and support of telephone extensions, support of security camera systems, access control system, provide technology training to end users.

**WINSTON SALEM STATE UNIVERSITY
REQUEST FOR PROPOSAL
TEMPORARY SERVICES**

PRICING STRUCTURE

2008-2009

Skill	Pay Rate	% Markup	Bill Rate
GENERAL UTILITY WORKER			
TRADES TECHNICIAN			
CUSTODIAN/HOUSEKEEPER			
DATA ENTRY OPERATOR			
ADMINISTRATIVE ASST. I			
ADMINISTRATIVE ASST. II			
ACCOUNTING CLERK			
ACCOUNTANT			
TECHNOLOGY SUPPORT TECH.			

PRICING STRUCTURE

GENERAL UTILITY WORKER

PAY RATE	BILL RATE	TEMP TO HIRE TIMEFRAME (MIN. 240 HRS)	% MARKUP 2008-2009	% MARKUP 2009-2010	% MARKUP 2010-2011

TRADES TECHNICIAN

PAY RATE	BILL RATE	TEMP TO HIRE TIMEFRAME (HRS)	% MARKUP 2008-2009	% MARKUP 2009-2010	% MARKUP 2010-2011

CUSTODIAN/HOUSEKEEPER

PAY RATE	BILL RATE	TEMP TO HIRE TIMEFRAME (HRS)	% MARKUP 2008-2009	% MARKUP 2009-2010	% MARKUP 2010-2011

PRICING STRUCTURE

DATA ENTRY OPERATOR

PAY RATE	BILL RATE	TEMP TO HIRE TIMEFRAME (HRS)	% MARKUP 2008-2009	% MARKUP 2009-2010	% MARKUP 2010-2011

ADMINISTRATIVE ASST. I

PAY RATE	BILL RATE	TEMP TO HIRE TIMEFRAME (HRS)	% MARKUP 2008-2009	% MARKUP 2009-2010	% MARKUP 2010-2011

ADMINISTRATIVE ASST. II

PAY RATE	BILL RATE	TEMP TO HIRE TIMEFRAME (HRS)	% MARKUP 2008-2009	% MARKUP 2009-2010	% MARKUP 2010-2011

PRICING STRUCTURE

ACCOUNTING CLERK

PAY RATE	BILL RATE	TEMP TO HIRE TIMEFRAME (HRS)	% MARKUP 2008-2009	% MARKUP 2009-2010	% MARKUP 2010-2011

ACCOUNTANT

PAY RATE	BILL RATE	TEMP TO HIRE TIMEFRAME (HRS)	% MARKUP 2008-2009	% MARKUP 2009-2010	% MARKUP 2010-2011

TECHNOLOGY SUPPORT TECHNICIAN

PAY RATE	BILL RATE	TEMP TO HIRE TIMEFRAME (HRS)	% MARKUP 2008-2009	% MARKUP 2009-2010	% MARKUP 2010-2011

EXECUTION OF PROPOSAL BY OFFEROR

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

- This proposal is signed *below* by an authorized representative of the firm.
- It 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.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The offeror can and will provide the specified performance bond or alternate performance guarantee (if applicable).
- **The offeror acknowledges that on July 1, 2004 the State of North Carolina became a “tax exempt” entity (Tax Exempt #400016).**
- The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Offeror:	Check Appropriate Status— Business Owned/Controlled
Address:	African American { }
City/State/Zip:	Woman { }
Telephone Number:	Hispanic { }
Fax Number:	Handicapped { }
Federal Employer Identification No:	Other Minority { } Specify:
E-Mail address:	
Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18):	
Signature:	Title:
Typed or Printed Name:	Date:
Key Personnel/Individual Assigned To This RFP By The Offeror:	Title :

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

REFERENCES/CLIENT NAMES

Prospective Contractor shall supply references (*at least four*) of businesses and trades for which it has done similar or related work during the past three years.

1. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Phone Number: _____

2. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Phone Number: _____

3. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Phone Number: _____

4. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Phone Number: _____

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 Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by Winston Salem State University'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 Winston Salem State University'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, Winston Salem State University's Contract Administrator 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 Winston Salem State University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to Winston Salem State University for damages sustained by Winston Salem State University by virtue of any breach of this agreement, and Winston Salem State University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

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

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, Winston Salem State University 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:** Winston Salem State University may terminate this agreement at any time by thirty (30) days notice in writing from Winston Salem State University to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of Winston Salem State University , become its property. If the contract is terminated by Winston Salem State University 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 Winston Salem 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 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 Winston Salem State University .
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 State 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 , the State 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 State 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 of Winston Salem State University, 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, 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 Winston Salem State University 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, with the exception of consequential damages, 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 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.

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** 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.
WSSU 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.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **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.
8. **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.**
9. **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.
10. **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 the purchasers in the Division of Purchase and Contract those products or packaging they offer which have recycled content and that are recyclable.
11. **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 from the Division of Purchase and Contract. 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.

12. **ACCEPTANCE AND REJECTION:** Winston Salem 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.
13. **REFERENCES:** Winston Salem State University reserves the right to require a list of users of the exact item offered. Winston Salem State University may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **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.
15. **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 Winston Salem 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 Winston Salem State University to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Winston Salem State University or the bidder, Winston Salem State University reserves the right to accept any item or group of items on a multi-item bid. In addition, on TERM CONTRACTS, Winston Salem State 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 supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Winston Salem State University to be pertinent or peculiar to the purchase in question.
16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Winston Salem State University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Winston Salem 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.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become Winston Salem State University property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** Winston Salem State University Administrative Appeal Procedures for Vendor Vendor complaints and protests regarding contract awards should be considered by the appropriate purchasing agent and their supervisor as soon as possible. For purchases delegated to the University's Department of Purchasing Services, the administrative appeal is as follows:
A party wanting to protest a contract award of the Winston-Salem State University Department of Purchasing Services must submit a written protest to the Winston-Salem State University Director of Purchasing Services which must be received within 30 consecutive calendar days from the date of the protested contract award. At a minimum the protest must include:
Name, address and the telephone number of the protester, Solicitation number affected by the protest, a detailed statement of the factual grounds for the protest accompanied by copies of all relevant documents, a concise statement as to the form of relief requested. Protests filed prior to an award will not be considered, and only an interested party (an actual or prospective bidder whose direct economic interest would be

adversely affected by the failure to make an award) may instigate a protest. The protest must contain specific sound reasons (supported by documentation) for why the party is protesting the award of the contract or the protest will be promptly rejected. If necessary, the Director of Purchasing Services will schedule a meeting with the protesting party to hear their complaint. This meeting should be held within 30 consecutive calendar days after receipt of the written protest. The Director of Purchasing Services will respond to the protesting party in writing with a decision within 30 consecutive calendar days from the date of the receipt of the protest or the meeting (if held).

Note: Contract award notices are sent only to those actually awarded contracts and not to every person or firm responding to the solicitation. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration Chapter 5, Purchase and Contract, Section 5B.1519.

20. 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.

21. RECIPROCAL PREFERENCE: G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident 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.

