

**STATE OF NORTH CAROLINA  
REQUEST FOR PROPOSALS**

**RFP #AT06-009**

**TITLE: DESIGN & LAYOUT SERVICES  
UNIVERSITY PUBLICATIONS**

**USING AGENCY: WINSTON SALEM STATE UNIVERSITY**

**ISSUE DATE: January 29, 2007**

**ISSUING AGENCY: WINSTON SALEM STATE UNIVERSITY --  
OFFICE OF MARKETING AND COMMUNICATIONS**

Sealed Proposals subject to the conditions made a part hereof will be received until 2:00 p.m., **MARCH 5, 2007** for furnishing services described herein.

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

| <b><u>DELIVERED BY US POSTAL SERVICE</u></b>                                                                                                                                                                       | <b><u>DELIVERED BY ANY OTHER MEANS</u></b>                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RFP NO. AT06-009<br>WINSTON SALEM STATE UNIVERSITY<br>ATTN: ANDREA M. THOMPSON, CLGPO, CPPB<br>PURCHASING SERVICES – ELLER HALL #103<br>601 S. MARTIN LUTHER KING JR. DRIVE<br>WINSTON SALEM, NORTH CAROLINA 27110 | RFP NO. AT06-009<br>WINSTON SALEM STATE UNIVERSITY<br>ATTN: ANDREA M. THOMPSON, CLGPO, CPPB<br>PURCHASING SERVICES – ELLER HALL #103<br>601 S. MARTIN LUTHER KING JR. DRIVE<br>WINSTON SALEM, NORTH CAROLINA 27110 |

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 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.

Direct all inquiries concerning this RFP to: **ANDREA M. THOMPSON, CLGPO, CPPB**  
WINSTON SALEM STATE UNIVERSITY  
PURCHASING SERVICES ELLER HALL #103  
601 S. MARTIN LUTHER KING JR. DRIVE  
WINSTON SALEM, NORTH CAROLINA 27110  
336 750-2937 – PHONE  
thompsona@wssu.edu

**NOTE:** A MANDATORY PREPROPOSAL CONFERENCE/SITE VISIT for all prospective offerors is scheduled for FEBRUARY 19, 2007 AT 10:00AM in O'KELLY LIBRARY ROOM 127. Attendance at this conference is a prerequisite for consideration of an offeror's proposal. Prospective offerors are encouraged to submit written questions in advance. 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.**

## INTRODUCTION

### Mission:

Winston-Salem State University, one of the 16 constituent institutions of the University of North Carolina system, occupies a picturesque 117-acre campus overlooking the woodlands of Salem Lake in the heart of Winston-Salem. Since 2000, WSSU's enrollment has grown by nearly 100 percent, making it one of the fastest growing institutions in the University of North Carolina.

For six consecutive years (2002-2007), Winston-Salem State University has been consistently ranked among the "Top Public Comprehensive Colleges in the South - Bachelor's category" in *U.S. News & World Report's* issue of America's Best Colleges. Attentive to emerging requirements of a global market, WSSU offers degrees in areas of high job demand and strives to provide learning opportunities that fit the needs of a diverse student population. With a faculty-to-student ratio of 18:1, the university enrolls nearly 6,000 students and offers 43 undergraduate programs (which includes one post-baccalaureate program in computer science); 12 graduate programs, (which includes nine master's programs through the university's School of Graduate Studies and Research, and two post master certificate programs, and one add-on teaching licensure program). Undergraduate and graduate tuition and fees are less than \$3,500 for in-state students and under \$12,000 for out-of-state students. In past years, Winston-Salem State University has awarded approximately \$30 million in financial aid to qualified students. Through the Division of Lifelong Learning, opportunities abound for nontraditional students to pursue studies through evening-weekend, summer, distance learning, and continuing education classes.

Winston-Salem State University maintains its solid vision - "To succeed as a premier comprehensive regional institution contributing significantly to the social, cultural, intellectual, and economic development of the Piedmont Region and beyond" - by offering a learning environment featuring state-of-the-art facilities and technologies, including wireless access and networking. WSSU offers degrees in areas of high job demand, such as Nursing, Computer Science, Information Management, and Biotechnology.

WSSU faculty, students, staff, alumni and visitors provide more than \$150 million of goods and services annually to the Piedmont Triad area of North Carolina. In addition, the university awards more than \$3.5 million to non-payroll contracts. Services supplied by the Child Development Center and Lab School, and other university service efforts, equal an economic value of nearly \$4 million.

With its nurturing environment, its commitment to technology and the global community, and its affordability, Winston-Salem State University continues its leadership in education. Through its interactions, partnerships, and philanthropic contributions, WSSU contributes to the quality of life of its students, their communities, the state and the world.

### History:

Winston-Salem State University was founded in 1892 by Simon Green Atkins, one of the leading African-American intellectuals of his time. In 1925, WSSU was the nation's first historically black institution to grant degrees in teaching the elementary grades.

### Enrollment:

Nearly 6,000

### Degrees Offered:

**Undergraduate Programs:** 43 (42 baccalaureate programs and 1 post-baccalaureate certificate program in computer science), **Graduate Programs:** 12 graduate programs (9 master degree programs, 2 post-master certification programs and 1 add-on teaching licensure program)

### Accreditation:

Winston-Salem State University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (1866 Southern Lane, Decatur, Georgia 30033-4097; Telephone number 404-679-4501) to award baccalaureate and master's degrees.

WSSU's School of Business and Economics is one of a select international assembly to achieve the distinction of accreditation by the Association to Advance Collegiate Schools of Business International, the premier accrediting body for business education.

## BACKGROUND

Design, editing and layout services are required for various University publications and collaterals distributed throughout the University family, Alumni and community. Distribution timelines will be provided by the Office of Marketing & Communications and must be adhered to. Contents are to be provided by the Office of Marketing & Communications.

## GENERAL DESCRIPTIONS OF PUBLICATIONS

- **ARCHWAY** -

Archway is an external alumni publication produced three times a year. It highlights the activities and accomplishments of WSSU alumni. Archway is also a vehicle for sharing significant University news and events, fundraising goals, and current initiatives with alumni and “friends” of University. It is also a means for alumni to keep up with each other, significant developments in their lives and reconnect with their alma mater. WSSU’s goal is to “tell the story” through the use of photography. Archway will be 50% text, 50% photography.

- **RAM PAGES** –

Ram Pages will be an internal monthly campus newsletter that highlights the activities of students, faculty and staff. It is distributed through campus mail and also mailed externally to selected individuals. Our goal is to “tell the story” through the use of photography. Ram Pages will be 50% text, 50% photography.

- **ANNUAL REPORT**-

The annual report is a high profile “showpiece” for the University. We are looking for a Designer/Design firm who can take an innovative approach to this design project.

- **GENERAL CAMPUS MARKETING MATERIALS** –

Flyers, Posters, Brochures, Newsletters, Postcards, Web Graphics, Etc.

## **SCOPE OF WORK**

Listed below are the services required for each publication. The listing includes general specifications, provisions from the University, expectations from the successful contractor, pricing formats and contract terms for each individual publication.

### **1. Archway General Specifications**

**Flat Size:** 11" x 18"

**Folded Size:** 9" x 11"

**Folds:** Half fold

**Number of Pages:** 30 / 34 / 36 / 40 pages + cover (itemize pricing)

**Cover Ink:** 6/6, 4C + PMS + Varnish

**Text Ink:** 6/6, 4C + PMS + Varnish

**Bleeds:** Full

### **WSSU to Provide**

- Edited copy in MS Word format
- Digital copies of photography: minimal manipulation required
- Content Outline: text and photography
- Mock-up of layout: very "general" direction given

### **Designer to Provide**

- 2 Versions/Concepts for the cover + Revisions (within existing template)
- 1 Interior Layout (based upon previous layouts)
- 3 Rounds of revisions (layout/editorial)

### **Pricing**

- Provide only 1 price or price range based upon the specifications above.
- If you provide a price range write a justification for the minimum and maximum price.
- Include any itemized "extras" that fall outside of the layout (example: photography and illustration).

### **Evaluation Criteria**

Archway is a time sensitive publication generally requiring a fairly quick turn-around. We would need an average turn-around of 5-7 business days once files (text and photography) are received for the initial draft. Changes (content and layout) must be implemented and a revised draft generated and resubmitted within 48 hours. The schedule allows for three (3) rounds of edits/changes.

**Technology** – Designers are expected to have up-to-date software and equipment. Designers must use software compatible to what is being used in the Marketing and Communications Office at WSSU (Mac based).

**Service** – We place a high value upon the responsiveness and availability of our Designer.

**Experience** – Designers must have formal training in graphic design and/or sufficient work experience. Samples of comparable work must be provided. Designers must be able to produce "print ready" files for output.

**Quality** – We insist upon the Designers' ability to meet deadlines and produce consistent quality work.

**Best Value** – Based upon the ability to meet the evaluation criteria and provide competitive pricing.

### **Contract Terms**

This contract shall be for a period of (2) years beginning July 1, 2007 thru June 30, 2009. Winston Salem State University reserves the right to extend the contract for a period of three (3) one-year terms beginning on July 1, 2009 thru June 30, 2012. Written notification must be received from University prior to contract expiration.

## **2. Ram Pages General Specifications**

**Flat Size:** 11" x 17"

**Folded Size:** 8.5" x 11"

**Folds:** Half fold

**Number of Pages:** 12 / 16 / 20 / 24 pages — self cover

**Cover Stock:** 80# txt, Matte gloss, white smooth

**Text Stock:** 80# txt, Matte gloss, white smooth

**Cover Ink:** 2/2 – Black + PMS 199 (Red)

**Text Ink:** 2/2 – Black + PMS 199 (Red)

**Bleeds:** None

### **WSSU to Provide**

- Edited copy in MS Word format
- Digital copies of photography: minimal manipulation required—convert to black & white
- Content Outline of Newsletter: text and photography
- Mock-up of layout: very “general” direction given

### **Designer to Provide**

- 1 Layout
- 2 Rounds of revisions (layout/editorial)

### **Pricing**

- Provide only 1 price or price range based upon the specifications above for all page counts.
- If you provide a price range write a justification for the minimum and maximum price.
- Do not include any itemized “extras”.

### **Evaluation Criteria**

**Timeframe** - Ram Pages is a time sensitive publication generally requiring a fairly quick turn-around. We would need an average turn-around time of 3-4 business days once files (text and photography) are received for the initial draft. Changes (content and layout) must be implemented and a revised draft generated and resubmitted within 24 hours. The schedule allows for 1 round of edits/changes.

**Technology** – Designers are expected to have up-to-date software and equipment. Designers must use software compatible to what is being used in the Marketing and Communications Office at WSSU (Mac based).

**Service** – We place a high value upon the responsiveness and availability of our Designer.

**Experience** – Designers must have formal training in graphic design and/or sufficient work experience. Samples comparable of work must be provided. Designers must be able to produce “print ready” files for output.

**Quality** – We insist upon the Designers’ ability to meet deadlines and produce consistent quality work.

**Best Value** – Based upon the ability to meet the evaluation criteria and provide competitive pricing.

### **Contract Terms**

This contract shall be for a period of (2) years beginning July 1, 2007 thru June 30, 2009. Winston Salem State University reserves the right to extend the contract for a period of three (3) one-year terms beginning on July 1, 2009 thru June 30, 2012. . Written notification must be received from University prior to contract expiration.

### **3. Annual Report General Specifications**

#### **Content Overview:**

- Letter from the Chancellor
- Trustees & Administration – Photos, Names
- Academic Affairs
- Research and Outreach
- Student Affairs
- Business Affairs
- University Advancement
- Athletics
- In Conclusion
- Ways to Give
- List of Contributors

#### **WSSU to Provide**

- Edited copy in MS Word format
- Digital copies of photography (if requested — looking for photographic direction from the Designer)

#### **Designer to Provide**

- 2 Initial Concepts (Cover/Interior)
- Photographic Direction and/or photography
- Complete Layout Execution
- Revisions/Edits as necessary
- Printing Specifications and Print Management

#### **Pricing**

- Provide only 1 price or price range based upon WSSU's previous annual report for 2007.
- If you provide a price range write a justification for the minimum and maximum price.
- Include any itemized "extras" that fall outside of the layout (example: photography and illustration).

#### **Evaluation Criteria**

**Timeframe** – The annual report is a time sensitive publication. We would need an approximate turn-around of 4-5 weeks once all content has been received (concepts can be generated, tweaked and approved in advance) to review the initial draft.

**Service** – We place a high value upon the responsiveness and availability of our Designer.

**Experience** – Designers must have formal training in graphic design.

**Quality** – We insist upon the Designers' ability to meet deadlines and produce superior quality work. Samples of comparable work must be provided. Great importance will be placed on the Designers/design firms portfolio samples.

**Best Value** – Based upon the ability to meet the evaluation criteria and provide competitive pricing.

#### **Contract Terms**

This contract shall be for a period of (2) years beginning July 1, 2007 thru June 30, 2009. Winston Salem State University reserves the right to extend the contract for a period of three (3) one-year terms beginning on July 1, 2009 thru June 30, 2012. . Written notification must be received from University prior to contract expiration.

## **4. General Campus Marketing Materials - General Specifications**

### **Flyers**

8.5" x 11"

- Black and White/Color
- Single/Double Sided

### **Posters**

11" x 17"

- Black and White/Color

### **Brochures**

8.5" x 11" – Tri-fold

- Black and White/Color

8.5" x 14" – 4 Panel Brochure

- Black and White/Color

### **Booklets**

11" x 17" Flat – 8.5" x 11" Folded

- 8 / 12 / 16 pages
- Black and White/Color

8.5" x 11" Flat – 8.5" x 5.5" Folded

- 8 / 12 / 16 pages
- Black and White/Color

### **Invitations + Envelopes**

Panel Cards

- Matching Invitation Envelope (A-6)

Tent Cards

- Matching Invitation Envelope (A-6)

### **Postcards/Handouts**

4.25" x 5.5"

5.5"x 8.5"

6" x 9"

- Double-sided

### **Pocket Folders**

9" x 13" Standard

- 2 Pockets
- Business Card Slits

### **Newsletters**

11" x 17" Flat – 8.5" x 11" Folded

- 4 / 8 / 12 pages
- 2 Color / 4 Color

### **Pricing**

- Provide and hourly rate for design and production
- Define when a job will be billed at your design rate.
- Define when a job will be billed at your production rate (using existing templates).

- Provide comparable samples (if not already provided)

### Evaluation Criteria

**Technology** – Designers are expected to have up-to-date software and equipment. Designers must use software compatible to what is being used in the Marketing and Communications Office at WSSU (Mac based).

**Service** – We place a high value upon the responsiveness and availability of our Designer.

**Experience** – Designers must have formal training in graphic design and/or sufficient work experience. Samples of comparable work must be provided. Designers must be able to produce “print ready” files for output.

**Quality** – We insist upon the Designers’ ability to meet deadlines and produce consistent quality work.

**Best Value** – Based upon the ability to meet the evaluation criteria and provide competitive pricing.

### Contract Terms

This contract shall be for a period of (2) years beginning July 1, 2007 thru June 30, 2009. Winston Salem State University reserves the right to extend the contract for a period of three (3) one-year terms beginning on July 1, 2009 thru June 30, 2012. . Written notification must be received from University prior to contract expiration.

## **5. Small General Campus Pocket Folders- No Pages - General Specifications**

**Cover Stock:** 14.75" x 14" flat / diecut and glue / fold to 7" x 10" with 1—4" pocket /  
100# silkplus cover-brilliant white  
**Ink:** 5/5 – 4C + PMS 199 (Red)  
**Bleeds:** Full

### **WSSU to Provide**

- Edited copy in MS Word format
- Digital copies of photography: minimal manipulation required
- Template of layout: very “general” direction given

### **Designer to Provide**

- 1 Layout for the cover + Revisions (within existing template)
- 1 Interior Layout
- 2-3 Rounds of revisions (layout/editorial)

### **Pricing**

- Provide only 1 price or price range based upon the specifications above.
- If you provide a price range write a justification for the minimum and maximum price.
- Do not include any itemized “extras”.

### **Evaluation Criteria**

**Technology** – Designers are expected to have up-to-date software and equipment. Designers must use software compatible to what is being used in the Marketing and Communications Office at WSSU.

**Service** – We place a high value upon the responsiveness and availability of our Designer.

**Experience** – Designers must have formal training in graphic design and/or sufficient work experience. Samples of comparable work must be provided. Designers must be able to produce “print ready” files for output.

**Quality** – We insist upon the Designers’ ability to meet deadlines and produce consistent quality work.

**Best Value** – Based upon the ability to meet the evaluation criteria and provide competitive pricing.

### **Contract Terms**

This contract shall be for a period of (2) years beginning July 1, 2007 thru June 30, 2009. Winston Salem State University reserves the right to extend the contract for a period of three (3) one-year terms beginning on July 1, 2009 thru June 30, 2012. . Written notification must be received from University prior to contract expiration.

## **6. Small General Campus Pocket Folders with 4Pg Text - General Specifications**

**Text:** 13" x 10" flat / folds to 6.5" x 10" / 80# Silkplus text, brilliant white

**Cover Stock:** 14.75" x 14" flat / diecut and glue / fold to 7" x 10" with 1—4" pocket / 100# silkplus cover-brilliant white

**Ink:** 5/5 – 4C + PMS 199 (Red)

**Bleeds:** Full

### **WSSU to Provide**

- Edited copy in MS Word format
- Digital copies of photography: minimal manipulation required
- Template of layout: very "general" direction given

### **Designer to Provide**

- 1 Layout for the cover + Revisions (within existing template)
- 1 Interior Layout
- 2-3 Rounds of revisions (layout/editorial)

### **Pricing**

- Provide only 1 price or price range based upon the specifications above.
- If you provide a price range write a justification for the minimum and maximum price.
- Do not include any itemized "extras".

### **Evaluation Criteria**

**Technology** – Designers are expected to have up-to-date software and equipment. Designers must use software compatible to what is being used in the Marketing and Communications Office at WSSU.

**Service** – We place a high value upon the responsiveness and availability of our Designer.

**Experience** – Designers must have formal training in graphic design and/or sufficient work experience. Samples of comparable work must be provided. Designers must be able to produce "print ready" files for output.

**Quality** – We insist upon the Designers' ability to meet deadlines and produce consistent quality work.

**Best Value** – Based upon the ability to meet the evaluation criteria and provide competitive pricing.

### **Contract Terms**

This contract shall be for a period of (2) years beginning July 1, 2007 thru June 30, 2009. Winston Salem State University reserves the right to extend the contract for a period of three (3) one-year terms beginning on July 1, 2009 thru June 30, 2012. . Written notification must be received from University prior to contract expiration.

## **7. General Campus Brochures General Specifications**

**Flat Size:** 8.5" x 11" and 8.5" x 14"

**Folded Size:** 3.66" x 8.5" and 3.5" x 8.5"

**Folds:** Letter Fold or 2 half folds

**Text Stock:** 80# Silkplus, Brilliant White

**Text Ink:** 5/5 – 4C + PMS 199 (Red)

**Bleeds:** Full

### **WSSU to Provide**

- Copy in MS Word format
- Digital copies of photography: minimal manipulation required.  
Some photo searches may be necessary on our web photo directory.
- Template of layout: very "general" direction given

### **Designer to Provide**

- 1 Layout
- 2-3 Rounds of revisions (layout/editorial)

### **Pricing**

- Provide only 1 price or price range based upon the specifications above.
- If you provide a price range write a justification for the minimum and maximum price.
- Do not include any itemized "extras".
- Provide a price for both sizes (8.5" x 11" and 8.5" x 14")

### **Evaluation Criteria**

**Timeframe** – All of the various brochures must be completed in a timely fashion to allow for distribution in the Fall. The Designer will be expected to produce quickly.

**Technology** – Designers are expected to have up-to-date software and equipment. Designers must use software compatible to what is being used in the Marketing and Communications Office at WSSU.

**Service** – We place a high value upon the responsiveness and availability of our Designer.

**Experience** – Designers must have formal training in graphic design and/or sufficient work experience. Samples of comparable work must be provided. Designers must be able to produce "print ready" files for output.

**Quality** – We insist upon the Designers' ability to meet deadlines and produce consistent quality work.

**Best Value** – Based upon the ability to meet the evaluation criteria and provide competitive pricing.

### **Contract Terms**

This contract shall be for a period of (2) years beginning July 1, 2007 thru June 30, 2009. Winston Salem State University reserves the right to extend the contract for a period of three (3) one-year terms beginning on July 1, 2009 thru June 30, 2012. . Written notification must be received from University prior to contract expiration.

## THE PROCUREMENT PROCESS

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

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A preproposal conference and/or deadline for written questions is set. (See cover sheet of this RFP for details.)
3. Proposals in one original and three (3) 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.
4. All proposals must be received by the University Purchasing Services Department not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened publicly and reviewed by Purchasing Services.
6. 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.
7. 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 State.

In addition to any other evaluation criteria identified in the State agency's solicitation document, the agency 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.
9. This Request for Proposal is requesting services for multiple publications. Multiple awards (up to seven successful suppliers) may result from this Request for Proposal based on the evaluation criteria.

**COST PROPOSAL/EXECUTION OF PROPOSAL**

| Publication                    | Hourly Rate |
|--------------------------------|-------------|
| Archway                        | \$_____     |
| Ram Pages                      | \$_____     |
| Annual Report                  | \$_____     |
| General Campus Materials       | \$_____     |
| Campus Pocket Folders-No Pages | \$_____     |
| Campus Pocket Folders- w/pages | \$_____     |
| General Campus Brochures       | \$_____     |

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 sixty (60) days from the date of the opening, to furnish the subject services for a cost not to exceed amounts listed above.

OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

\_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)

\*\*\*\*\*  
ACCEPTANCE OF PROPOSAL

**(Using Agency Name)**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.**

Unsigned proposals will not be considered.

## 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:** The State 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 and effective proposal are not desired.

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

**It is desirable that all responses meet the following requirements:**

- All 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 re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
  7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of sixty (60) days. Although the contract is expected to be awarded prior to that time, the sixty (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 using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency 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 State 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 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 #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** 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.
16. **ABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.doa.state.nc.us/pandc/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
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.doa.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 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.

**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 the 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 the 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, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Contractor, the 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 a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

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

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 University may terminate this agreement at any time by ten (10) days notice in writing from the 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 the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The University is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement.
10. **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 University.
11. **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.
12. **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.

13. **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.
14. **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:
- Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - 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.
15. **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.
16. **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.
17. **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:
- 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.
  - 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).
  - 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.

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **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.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the 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.
21. **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 proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

22. **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.
23. **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.
24. **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.

12/27/2006