

**NORTH CAROLINA STATE UNIVERSITY
REQUEST FOR PROPOSALS**

RFP # 63-JGD99888

TITLE: Website ReDesign

USING DEPARTMENT: Industrial Extension Service

ISSUE DATE: March 29, 2010

DUE DATE: 2:00 p.m., Wednesday, April 21, 2010

ISSUING AGENCY: North Carolina State University
Purchasing Department
Campus Box 7212
Raleigh, NC 27695

Sealed Proposals subject to the conditions made a part hereof will be accepted until **2:00 p.m., Wednesday, April 21, 2010** for furnishing services described herein.

DELIVERY BY US POST OFFICE	DELIVERY BY ANY OTHER MEANS
RFP No. 63-JGD99888 Attn: Jessica Dalton, C.P.M., CPPB Purchasing Agent North Carolina State University Purchasing Department Campus Box 7212 Raleigh NC 27695-7212	RFP No. 63-JGD99888 Attn: Jessica Dalton, C.P.M., CPPB Purchasing Agent North Carolina State University Purchasing Department Administrative Services I Bldg. 2721 Sullivan Drive, Ste 1100 Raleigh NC 27695 (919)515-6890

IMPORTANT NOTE: Indicate firm name, RFP number, and opening date on the front of the sealed proposal envelope or package **(2 copies of the proposal are required: 1 original/1 copy, marked as such/these may be packaged together)**. Electronically submitted (email/fax) proposals will not be accepted.

Direct all inquiries concerning this RFP to: Jessica Dalton, C.P.M., CPPB
Purchasing Agent
North Carolina State University
Campus Box 7212
Raleigh, NC 27695
919-515-6890 phone/919-515-3511 fax
email: jessica_dalton@ncsu.edu

NOTE: Questions concerning the RFP requirements must be submitted in writing. They may be mailed, faxed, or e-mailed (no phone calls please) to Jessica Dalton, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695, fax (919) 515-3511, e-mail address Jessica_dalton@ncsu.edu. **Questions must be submitted no later than 5:00 P.M. on Monday, April 12, 2010.** All questions submitted in writing will be answered in the form of an addendum to this Request for Proposals. No contact with the using department(s) will be allowed during the proposal process. Any vendors contacting the using department(s) directly may subject their proposal to rejection.

1. INTRODUCTION/BACKGROUND INFORMATION

The North Carolina State University Industrial Extension Service (hereafter referred to as IES) seeks proposals from qualified web designers to redesign its existing website (<http://www.ies.ncsu.edu>) as well as the Incubator website (<http://techincubator.ies.ncsu.edu>). This RFP provides the requirements for the work and an outline for the IES site. No website content is included in this RFP.

2. CONTRACT PERIOD

The website shall be complete by August 30, 2010. The proposal response shall include a timeline for completing this work along with a mandatory evaluation and testing period of 30 days before final implementation, assuming an award date of April 30, 2010.

3. SCOPE OF WORK

The awarded vendor shall provide website design for hosting on University servers.

The design shall meet all of the following requirements:

3.1 Conforms to the University's standards for accessibility and user security (http://www.ncsu.edu/policies/campus_environ/non-discrimination/REG04.25.5.php) .

3.2 Utilize NC State University branding (colors, logos) as well as IES' departmental logo but provide IES with the ability to change identity graphics as necessary.

3.3 Provide a design that is clean, open, intuitive, clear, organized, and easy to use. It shall be an effective, attractive marketing tool for clients, future clients and stakeholders as well as for IES employees.

3.4 Design that has clear, simple navigation. Drop-down menus utilized as necessary. Each page shall indicate where a visitor is in the site. Visitors shall be able to move quickly through the site without waiting for graphics/videos to load.

3.5 Provide an intuitive user-interface to allow users to maneuver the site in as few clicks as possible. The design shall provide the ability to upload and insert podcasts, streaming video and photos in a seamless and efficient manner.

3.6 Provide interactivity for the user and allow users to respond to surveys or assessments, offer feedback, submit questions and subscribe to email lists, Twitter feeds, article sharing via apps like ShareThis, Really Simple Syndication (RSS) feeds, and blogs.

3.7 Provide a manner to easily display the department's Twitter and blog feeds throughout the site.

3.8 Provide facility to create and integrate blogs into the site.

3.9 Provide for easy upload of events and news. The news and events component shall have an RSS facility that that allows administrators to customize feeds by topic.

3.10 Provide for easy creation of success stories with a variety of picture placements/layouts and printable version.

3.11 Provide search engine-optimized pages that are both optimized upon creation through the structure of the Content Management System (CMS) and also by allowing the administrator to set keywords, title information, etc.

3.12 The site shall be database-driven with required databases being either MS SQL or MySQL, preferably employ php or Cold Fusion, and be readily edited through a CMS that works for all components and that permits an individual with minimal computer and web skills to update content, add new pages, and manage the site. The CMS shall utilize WordPress preferably, but other CMS options are acceptable as long as their flexibility and ease-of-use are demonstrated.

3.13 Provide upload mechanism for pictures and files.

3.14 Provide an events calendar that integrates with existing back-end SQL databases and displays information in a calendar with options for sorting, searching and other categorization. This integration includes displaying a dynamic registration link set in a separate application.

3.15 Utilize the department's existing Google Analytics account and tracking code.

3.16 Enable the department to create sections for certain audiences. These sections may include content cross-linked elsewhere.

3.17 Provide comprehensive search capabilities for the site

3.18 Have the ability to scrape content from the existing site where necessary to prevent recreating content.

3.19 Allow IES personnel to control the menu contents as well as provide menu sub-categorization capabilities.

3.20 Allow IES to access the back-end CMS database to integrate existing processes and applications when necessary

3.21

Complete Website Redesign. The overall content and structure is described below in the outline. Additional pages shall be easily created and added using the CMS.

Content Management System. Allows IES to manage the site's content. The CMS shall be fully usable by someone with no web experience or html coding knowledge but customizable by IES programming staff if necessary.

Form Development. The ability to create certain forms such as: email list subscription and ASK Button forms as well as the ability to customize brief user surveys. Once the form/survey is complete, it shall generate an email confirming submission, but the data generated shall be directed to a database.

Event Registration. Scheduled courses will integrate with existing SQL databases to display custom registration links and information for events.

News/Calendar. In addition to a standard news/event module that generates multiple RSS feeds, IES require a way to flag especially important items so that they will be displayed on every page or on certain pages by solution/industry category. The calendar shall be viewable by day, week, and month.

Staff Information. Regional Managers and Content Experts require a profile with picture and contact information on the site. Information shall be entered in an existing back-end SQL application from which that the site will pull. These profile entries shall include name, office location and phone number, office email, photo, bio and work experience. The information shall be accessible through the CMS so that it may be deployed as needed through various website pages and be to be organized in a variety of ways.

Homepage. Display success stories with pictures, news, and spotlight area that is managed by the CMS and the administrators.

IES WEBSITE OUTLINE

This is an outline of required sections of the new IES website; however, it is not exhaustive. The final version will likely contain additional sections.

A. Industry Sectors

Primary link that takes users to pages devoted to the industries IES can serve.

B. Solution/Need

Section organized by a need (e.g. Reduce my carbon footprint; Improve my processes; Avoid regulatory fines, etc.)

C. Stakeholders

Section devoted to stakeholders with pages on results, Manufacturing Matters, Annual Report, etc. Content may be cross-linked elsewhere.

D. Success Stories

Section for IES' many success stories sortable by county, solution area, industry

E. Experts/Contacts

Easy way of accessing IES' list of experts organized by solution area as well as a page with a map denoting IES' regional organization and the Regional Managers in each area.

F. Contact information

Basic address, phone, email, subscription options for Twitter, facebook, email lists; links to IES executive leadership, Regional Managers and Content Experts

G. Resources

Section listing white papers, links, publications

H. News

Section listing news entered by site administrators

I. Events Calendar

Prominent link to Events calendar and event registration. Calendar is sortable/searchable by location, topic, date

J. Subscription area

Form allowing users to subscribe to the IES email list and indicate their topic of interest. The topics shall be controlled by site administrators. This form could be generated from IES' current email marketing tool but must generate an email notification to site administrators upon submission and be stored in a database.

K. About Us

Section containing information about IES; Mission, Vision and Values; Advisory Board members, etc.

4. ADDITIONAL VENDOR REQUIREMENTS/EXPERIENCE REQUIRED

Vendor Experience:

Proposing vendors must demonstrate experience in providing services similar in nature and scope to those required herein with preference given to those familiar with working with a university or service providers. The proposal response shall include a resumes of personnel to be assigned to any resulting contract, along with samples of the proposed personnel's previous work. The proposal response must include a list of three (3) references for which the proposing contractor has provided work. It is the proposing contractor's responsibility to provide valid reference information, and the University reserves the right to use reference check responses in its evaluation of proposals. Links to previously developed websites are required.

In addition, the awarded vendor shall provide 6 (with 24 hours notice) face-to-face planning/update meetings with IES personnel on the campus of NC State University in Raleigh, North Carolina. These meetings shall be provided at no additional cost to IES. Conference calls may not be substituted for these required meetings.

Additionally, the awarded vendor will function as a partner in the creation of the new IES site and must be willing to approach the project that way. We are seeking a collaboration to help the new site reach its maximum potential and believe strongly that without collaboration, the awarded vendor will not understand IES well enough to provide an effective site. To address this issue, we require a statement from the proposing vendors indicating their design philosophy, why they want this project and what they can provide that other vendors may not be able to provide.

5. PROPOSAL RESPONSE

Proposal checklist:

Reference Page

Signed Execution of Proposal Page

Proposal addressing each item in the Scope of Work and qualifications of specific personnel to be provided in the performance of the work.

Timeline

Detailed breakdown of cost

Any applicable addendum required for return.

Incomplete proposals will not be considered.

6. COST PROPOSAL

RFP # 63-JGD99888

The estimated budget for this project is \$16,000. Naturally, IES seeks proposals that would complete this work on time and under budget while not compromising the final product.

The proposal response shall include a detailed timeline and cost breakdown for each of the major components of the project and, for each of the components, detail the number of hours and hourly rates.

NOTE: *The right is reserved to accept other than lowest proposed price as may be determined to serve the best interest of the University.*

7. CRITERIA FOR EVALUATION

RFP # 63-JGD99888

Proposals shall be evaluated based on criteria listed below. These are listed in order of relative importance with the most important one listed first and weights as indicated.

Evaluation Criteria	-	Proposal Items to Be Evaluated
1. Evidence of ability to create a high quality, innovative, functional web site	50%	URLs (or color rendition) of previously designed sites, proposal's indication of the website to be provided including those designed by staff to be assigned to this project. Review of Content Management System to be provided.
-CMS apparent ease of use (30%)		
-Intuitive Organization (25%)		
-Simple, visually appealing layout (25%)		
-Flexibility and functionality (20%)		
2. Demonstrated understanding of project goals and personnel qualifications	20%	Overall proposal response, qualifications/experience of personnel to be provided in performance of the work,
- Project goals (10%)		
- Personnel Qualifications (5%)		
- Required statement (5%)		
3. Demonstrated ability to deliver the site on the required schedule	20%	Reference check responses and timeline included in the response
4. Cost item breakdown	10%	Itemized costs (cost is distributed directly to the project vs. overhead, travel, misc expenses, etc)

IES will evaluate proposals based on the “best value” concept, not on lowest cost. For this project, IES will assess “best value” based on the quantitative, weighted scoring process described above, using our judgment of the quality of the proposer’s past work as determined by the evaluation criteria above. The proposer with the highest score shall be selected to perform the project, as that proposal represents the best value for IES.

Scoring Method

- For each criterion of each proposal will be scored from 1 to 5, with 5 as the highest score.
- The score for each section will be multiplied by the criterion’s weight for that section consistent with Section V (a.) above. For the one criterion that has subparts, a score from 1 to 5 will be assigned each subpart, and then multiply the subpart score by the subpart weight. Total the subpart weighted scores. Multiply the total subpart weighted score by the criterion’s overall weight.
- The total score for each proposal will be calculated by adding together the weighted score for each of the criterion categories.
- The prevailing proposer will be determined based upon the offeror with the highest total score.

NOTE: The right is reserved to accept other than lowest proposed price as may be determined to serve the best interest of the University.

ORAL EXPLANATIONS

North Carolina State University will not be bound by oral explanations or instructions given at any time during or after the competitive process.

COMPANY NAME _____

REFERENCES

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK DURING THE PAST THREE (3) YEARS.

(1)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____
(2)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____
(3)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____

THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

EXECUTION OF PROPOSAL

DATE: _____

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

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That, if required, the potential Contractor has attended the preproposal conference and is aware of the prevailing conditions associated with performing these services.
- ___ That the potential Contractor agrees to the conditions as set forth in this **Request for Proposal** with no exceptions.
- ___ That the potential Contractor can obtain a performance bond, if required herein, and insurance as specified.
- ___ That the proposal is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class 1 Felony.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within thirty (30) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

CONTRACTOR _____ ADDRESS _____

PHONE _____

CITY AND STATE _____ ZIP CODE _____ FAX _____

BY _____ TITLE _____

(Signature)

E-MAIL _____

Type or Printed Name

Federal Identification Number

ACCEPTANCE OF PROPOSAL

DATE: _____

AGENCY _____ CITY AND STATE _____

BY _____ TITLE _____

(Signature)

THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

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. **PROPOSAL SUBMITTAL:** All proposals must be received by the issuing agency not later than the date and time listed on the cover sheet of this proposal. **Two (2) copies (1 original/1 copy marked as such) of the proposal must be received from each vendor.** Each proposal must be signed and dated by an official authorized to bind the firm. Late proposals will not be considered for award.

Request for Proposals (RFP) are posted to The State of North Carolina Interactive Purchasing System (IPS) www.ips.state.nc.us. An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted prior to the proposal closing. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.

3. **ORAL PRESENTATIONS:** During the evaluation and at their option, the evaluators may request oral presentations from 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.
4. **PROPOSAL EVALUATION:** Proposals will be evaluated according to the completeness, content, experience with similar projects, ability of the offeror and its staff and cost. The 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 to provide the best value to the University, and/or the State.
5. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.
6. **REQUEST FOR OFFERS:** Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.
7. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
8. **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.
9. **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 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.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.

11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of forty-five (45) days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.
12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **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 University are exempt from this provision.
14. **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.
15. **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.
16. **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.
17. **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.
18. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the 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.
19. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. 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. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.state.nc.us/pandc/>.
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 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.
22. **ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:** The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Vendors must:
 - a. Assure all features, components and sub-systems of the software or IT System contained on this RFP **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFQ does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;

- b. If the Voluntary Product Accessibility Templates (VPAT) (<http://www.access-star.org/ITI-VPAT-v1.2.html>) are used, they must include compliance checklists for:
 - 1. Technical Standards,
 - 2. Function and Performance Criteria
 - 3. Documentation and Support
- c. The product offered in response to this RFP is subject to an accessibility evaluation by the University.

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

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

1. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
2. **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 University.
3. **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.
4. **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.
5. **INSPECTION AT CONTRACTOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
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 University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the University.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

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. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
8. **FORCE MAJEURE:** 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 an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
9. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. 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. 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 limitations.
10. **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.
11. **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.
12. **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.
13. **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. In addition, all inventions and the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the University, and the Contractor agrees to assign all rights therein to the University. Contractor further agrees to provide University with any and all reasonable assistance which University may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by the University.
14. **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. Further, the University Internal Auditor shall have the same access to persons and records.
15. **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 University 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 University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
16. **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.

17. **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.
18. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
19. **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 \$500,000.00, 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 \$1,000,000.00 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 \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 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.
20. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising without prior written approval from the University.
21. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the offeror's response 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.

22. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the University and the Contractor.
23. **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.
24. **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.
25. **GENERAL INDEMNITY:** The contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the 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 University's agents who are involved in the delivery or processing of contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
26. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the University or 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 University agent responsible for the contract.
- Vendor must give notice to the University 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.
27. **PRICING:** All prices offered herein shall be firm against any increases. Request by the contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the option of accepting a contractor's proposed cost increase or canceling the service and seeking proposals from other contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve month period of the request.
28. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of

these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principals" for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this quote document.

29. **PERSONAL IDENTIFIERS:** If the University provides the Contractor with personal identifiers as listed in North Carolina General Statute 131-1.10 or any other legally confidential information, Contractor hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from University is necessary for the performance of Contractor duties and responsibilities on behalf of the University. Contractor further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.