

Solicitation (IFB, RFP, RFQ) No. **RFP 61BehaSciencesweb.hjg**

Bidder/Offeror: _____

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

ATTENTION

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

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

**NORTH CAROLINA CENTRAL UNIVERSITY
REQUEST FOR PROPOSALS**

RFP 61BehaSciencesweb.hjg

TITLE: Web Development

USING DEPARTMENT: College of Behavioral & Social Sciences

ISSUE DATE: February 09, 2010

DUE DATE: March 09, 2010

ISSUING AGENCY: North Carolina Central University
Purchasing Department
1801 Fayetteville Street
Hoey Administration Bldg Room 305
Durham NC 27701

Sealed Proposals subject to the conditions made a part hereof will be received until **4:00 p.m., Tuesday, March 09, 2010** for furnishing services described herein.

DELIVERY BY US POST OFFICE	DELIVERY BY ANY OTHER MEANS
RFP 61BehaSciencesweb.hjg Attn: Hervey Graham, Purchasing Agent North Carolina Central University Purchasing Department Hoey Administration Bldg Room 305 1801 Fayetteville Street Durham NC 27701 919-530-5065	RFP 61BehaSciencesweb.hjg Attn: Hervey Graham, Purchasing Agent North Carolina Central University Purchasing Department Hoey Administration Bldg Room 305 1801 Fayetteville Street Durham NC 27701 919-530-5065

IMPORTANT NOTE: Indicate firm name, RFP number, and opening date on the front of the sealed proposal envelope or package (**five copies required-1 original, 4 copies – may be packaged in one total envelope**). Electronically submitted (email/fax) proposals will not be accepted.

Direct all inquiries concerning this RFP to: Hervey Graham, Purchasing Agent
North Carolina Central University
Purchasing Department
Hoey Administration Bldg Room 305
1801 Fayetteville Street
Durham NC 27701
919-530-5065 Direct, 919-530-6185 Fax
hgraham@nccu.edu

NOTE: Questions concerning the requirements must be submitted by email to hgraham@nccu.edu . Questions must be submitted no later than 5:00 p.m. Friday February 26, 2010 . All questions submitted in writing will be answered in the form of an addendum to this Request for Proposals, issued after the time period for questions has expired under the RFP number above. Vendors are responsible from obtaining any applicable addenda at www.ips.state.nc.us (search for bid number **61BehaSciencesweb.hjg**. 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 submission to rejection.

Web Development Project for the College of Behavioral & Social Sciences

Purpose

The purpose of this document is to provide details on a web development project for the College of Behavioral & Social Sciences at North Carolina Central University.

Project Background

North Carolina Central University, founded in 1910, offers both undergraduate and graduate degrees to its nearly 9,000 students. In an effort to continue attracting qualified candidates, the leadership within the College of Behavioral & Social Sciences would like to update its web presence so that it offers relevant information to supporters and visitors alike. To achieve this end, the college seeks the assistance of a qualified web development firm to aid in the creation of a visually appealing and content-rich site.

Project Scope

The project involves the development and installation of a web site layout for the College of Behavioral & Social Sciences and its nine departments. Due to the university's centennial celebration, the project must finish during the 2010 calendar year. While the project may be divided into phases to accommodate timing constraints, a complete solution is highly recommended.

The college and its nine departments include:

1. Criminal Justice
2. Human Sciences
3. Physical Education & Recreation
4. Political Science
5. Psychology
6. Public Administration
7. Public Health Education
8. Social Work
9. Sociology
10. College of Behavioral & Social Sciences

Content Requirements

The college and its departments will develop written content, videos, and audio clips in-house, with final editing provided by the Office of Public Relations. The vendor is responsible for producing professional images of facilities, faculty, and staff, along with any other visual design elements.

The developer must aid departments in securing and displaying the following content on the site:

- YouTube player
- Twitter
- Blogs with RSS Feeds
- Donation link
- Podcast
- Smart phone integration
- Search engines
- Virtual tour through videos and images
- Faculty page

Recommended navigation may include the following:

- Various links
- Home
- About Us
- Services
- History
- Programs
- Contact

Where applicable, developers will use existing services, technology, and resources provided by North Carolina Central University. This includes, but not limited to, web applications, cascade style sheets, ColdFusion functions, and CFC's.

Technical Requirements

- All dynamic or static code should be written using one or more of the following JavaScript, AJAX, ColdFusion, XML, and HTML 4.
- Final versions of graphics must have a related PSD file.
- The completed design must work within the existing university template set forth by the Web Services department. Developers may take creative license to establish a visual theme and layout within the body of the template.
- The completed layout and related content must reside within the university's content management system (Hannon Hill's Cascade Server).
- Design and content developed for the project must meet all North Carolina Central University policies and guidelines provided by Web Services and the Office of Public Relations.
- Web pages, images, videos, and audio developed for the project must meet Federal, State, and local laws as they pertain to copyright, trademark, and accessibility for the disabled.
- Any web page or application must work with Internet Explorer 7, Firefox 3.5, Chrome 3, Safari 530.19, and Opera 9.8

Maintenance

Once the project is complete, North Carolina Central University Web Liaisons, along with Web Services, will maintain the content.

EVALUATION CRITERIA

Evaluation of proposals will include, but not necessarily be limited to the following:

- *Complete RFP package.* Any addendum issued subsequent to the RFP and required for return is included in the proposal response. Incomplete proposals will not be forwarded for review.
- *Responsiveness to the Request for Proposal.* The proposal itself serves as an example of the offeror's work. Proposal is clear, concise and addresses each of the requirements of the RFP.
- *Assurance that the offeror has the staffed personnel (not contracted or freelance), experience, and expertise to carry out the required service.*
- *Timeliness.* Proposal is presented with a timeline that accomplishes the goals outlined herein. The timeline must be included in the proposal addressing the Scope of Work.
- *References submitted.* Vendor demonstrates experience accomplishing previous successful

website design similar to those outlined herein.

- *Cost proposal.*
- *Single Vendor.* NCCU prefers to work with a single vendor who can provide all of the services outlined in the Scope of Work and preference may be given to a firm that can provide the services listed without the use of subcontractors or partners. NCCU reserves the right to accept or reject the use of subcontractors for the performance of any portion of the Scope of Work. The proposal response must clearly indicate how the proposing vendor expects to provide the work outlined in the Scope of Work. In any case the awarded vendor will be responsible for the performance of the work.

NOTE: NCCU reserves to accept offers other than lowest proposed price as may be determined to serve the best interest of the University and based on the evaluation matrix.

Evaluation Matrix

The following matrix will be used in evaluating proposal responses:

Complete RFP response (this is a limiting factor/incomplete proposals will not be forwarded for review)	YES/NO A “no” response receives no further consideration				
Note: Scale of 1 (weak) to 10 (excellent) where 5 = average and 7 = good					
	Weight		Score		Total
1. Responsiveness to Proposal	10	x		=	
2. Firm Competence					
Experience	10	x		=	
Personnel/Expertise	10	x		=	
Knowledge/Understanding	10	x		=	
3. Scope of Work					
Architecture and Content Development	20	x		=	
Design and Formatting	20	x		=	
Miscellaneous	10	x		=	
4. Timeliness and Cost	10	x		=	
	100		TOTAL		

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

COST PROPOSAL

RFP# 61BehaSciencesweb.hjg

The cost to provide equipment and services listed in the RFP document. This must include all labor, travel and transportation, tools, equipment, expenses, and any other costs incurred by the firm. Please see the corresponding Scope of Work item number for a complete description of each task.

Website Development :

Architecture and Content Development	Estimated # of hours _____	Total Cost: \$ _____
Home Page Design (2Originals)	Estimated # of hours _____	Total Cost: \$ _____
Copy Development	Estimated # of hours _____	Total Cost: \$ _____
Design Layouts/Formatting	Estimated # of hours _____	Total Cost: \$ _____
Project Management		
(Meetings/Correspondence/Coordination with NCCU contacts		
	Estimated # of hours _____	Total Cost: \$ _____
		Total Project Cost: \$ _____

Company Name

Date

Signature

ORAL EXPLANATIONS

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

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COMPANY NAME _____

REFERENCES

OFFERORS MUST LIST THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK DURING THE PAST THREE (3) YEARS.

- (1) FIRM'S NAME _____
BUSINESS ADDRESS _____
MAILING ADDRESS _____
CONTACT PERSON _____
TELEPHONE # _____
- (2) FIRM'S NAME _____
BUSINESS ADDRESS _____
MAILING ADDRESS _____
CONTACT PERSON _____
TELEPHONE # _____
- (3) FIRM'S NAME _____
BUSINESS ADDRESS _____
MAILING ADDRESS _____
CONTACT PERSON _____
TELEPHONE # _____

THIS PAGE MUST 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 forty-five (45) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

CONTRACTOR _____ ADDRESS _____

CITY, ST. & ZIP _____ PHONE _____ FAX _____

BY _____ TITLE _____
(Signature)_____
Type or Printed Name Federal Identification Number

ACCEPTANCE OF PROPOSAL DATE: _____

AGENCY _____ CITY AND STATE _____

BY _____ TITLE _____
(Signature)**THIS PAGE MUST BE COMPLETED, SIGNED AND SUBMITTED AS A PART OF YOUR PROPOSAL.**

Where Service Contracts Will Be Performed

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

Issuing Agency: North Carolina Central University Solicitation **RFP# 61BehaSciencesweb.hjg**

Hervey Graham, (919)530-5065

Solicitation Title / Type of Services: *Web Development*

OFFEROR: _____
City & State: _____

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

Service	City/Providence/State	Country
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____	_____	_____
_____	_____	_____

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

Service	Subcontractor	City/Providence/State	Country
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

General Procurement Instructions

1. 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.
2. All proposals must be received by the issuing agency not later the date and time listed on the cover sheet of this proposal. **Five (5) copies (1 original/4 copies) of the proposal must be received from each offeror.** Each proposal must be signed and dated by an official authorized to bind the firm. Late proposals will not be considered for award.
3. 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. Proposals will be evaluated according to completeness, content and 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. 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. 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. 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:

1. All copies are printed double sided.
 2. 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.
 3. 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.
 4. Materials should be submitted in a format that allows for easy removal and recycling of paper materials.
8. Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; NC Central University will not reimburse any offeror for any costs incurred prior to award.

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.

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 - 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 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.
 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:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
16. **TABULATIONS:** 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.pandc.nc.gov/>. 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.pandc.nc.gov/>.
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 NCCU.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by NCCU'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 NCCU'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, NCCU 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 NCCU, 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 Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require 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:** NCCU may terminate this agreement at any time by **30 days** notice in writing from NCCU to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of NCCU, become its property. If the contract is terminated by NCCU 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 using agency 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 NCCU 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 NCCU.
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:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or

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

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

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

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 NCCU 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.

25. **By EXECUTIVE ORDER 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

10/15/2009