

**EAST CAROLINA UNIVERSITY  
DEPARTMENT OF MATERIALS MANAGEMENT  
REQUEST FOR PROPOSALS**

**BID # 56-07/08-07/RFP**

**TITLE:** Security Assessment of Wireless Network

**USING AGENCY:** East Carolina University  
Greenville, NC 27858

**ISSUE DATE:** April 4, 2008

**ISSUING AGENCY:** Department of Materials Management  
East Carolina University  
200 E. First Street  
Greenville, NC 27858-4353  
Attention Bobby G. Griffin

Sealed Proposals subject to the conditions made a part hereof will be received until 3:00 p.m., April 24, 2008 for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO EAST CAROLINA UNIVERSITY AT THE ADDRESS SHOWN ABOVE.

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

Direct all inquiries concerning this RFP to: East Carolina University  
Department of Material Management  
200 East First Street, Greenville, NC 27858  
Attention: Bobby G. Griffin, Assistant Director of Contracts  
Ph. 252-328-1014, Fax 252-328-4172  
E-mail griffinb@ecu.edu

NOTE: All offers are urged and encouraged to attend a **PREPROPOSAL CONFERENCE/SITE VISIT** on April 15, 2008 at 1:30 pm in East Carolina University's Cotanche building, 209 Cotanche Street, Greenville, NC 27858. A summary of all questions and answers will be provided to all firms sent a copy of this Request for Proposals and also will be posted on the State IPS system. Contact Ms. Susan Ball at 252-328-6434 to confirm attendant or to get directions. **Note: This RFP will be awarded by April 28 and must be completed during the month of May and invoiced before or by June 1, 2008.**

In the event of a mandatory pre-bid meeting/site visit, a parking permit may be acquired by contacting ECU Department of Parking and Transportation Services at 252-328-6294 between the hours of 7:00AM to 3:00PM, Monday through Friday. Individuals with disabilities, who require accommodations under the American with Disabilities ACT (ADA), should contact the Department for Disabilities Support Services at 252-328-4802 prior to the meeting date. (N/A)

**INTRODUCTION:**

East Carolina University ITCS wishes to have an external security assessment performed on its wireless local area network (WLAN). As part of its ongoing efforts to maintain the security and integrity of its overall network and its resources ITCS Network Services would like to enlist the services of a qualified security service contractor to provide an expert opinion of the overall posture of its WLAN with respect to the detailed specifications included.

**BACKGROUND:**

East Carolina University Information Technology and Computing Systems (ITCS) constantly monitor the security posture of its network. In support of these efforts, ITCS has in the past employed the services of companies which specialize in providing security services to perform external vulnerability assessments. These assessments provide ITCS with valuable information from which to maintain and strengthen the security posture of our network and its resources. ITCS has incorporated external security assessments in its overall network security planning for the past three years.

## SCOPE OF WORK

**LOCATION:** East Carolina University, Greenville, NC

- Perform a thorough, detailed review of The ECU's wireless local area network, (WLAN) and its operational procedures as they relate to ensuring the confidentiality, integrity, and availability of business critical systems and data.
- Provide an expert opinion on the WLAN's compliance with current COBIT, HIPAA and ISO 17799/27001 standards
- Provide an independent, expert opinion regarding the adequacy of ECU ITCS Network Services' information security controls relative to the size, scope and nature of the organization, and of the associated risks to East Carolina University's information assets.
- Identify opportunities to reduce the risks and associated costs arising from information security incidents, corporate liability exposure, regulatory compliance issues, and other sources of financial loss that can reasonably be expected to occur during normal operations.
- Provide ECU ITCS Network Services with a detailed set of prioritized, actionable recommendations to enhance the WLAN's security posture and achieve the desired balance of security and operational effectiveness. Proposed solutions must be standards based and must be applicable to a multi-OS environment
- Perform Vulnerability and Penetration Testing against targets specified by ECU ITCS and provide an objective assessment of the likelihood that an individual or group could gain unauthorized access to internal information systems in a relatively short amount of time

### SPECIFIC REQUIREMENTS:

- The Offeror and individuals performing assessment services must carry Cisco certifications and CISSP certification with a minimum of the following:
  - Certified Information Systems Security Professional (CISSP)
  - Cisco Wireless Network Analyst (CWNA)
  - Cisco Wireless Security Professional (CWSP)
- The Offeror will provide a list of tools and methods which will be incorporated to fulfill its obligations
- The Offeror must sign confidentiality and non disclosure statements prior to assessment
- The Offeror must provide references (contact names, addresses, and telephone numbers) for at least three prior wireless security assessments. At least one of those references must be from a higher-education institution which maintains a WLAN with a similar number of concurrent users.
- The Offeror must derive at least 50% of revenue from performance of IT security services exclusive of product sales. These services should be security services complementary to the assessment service, such as firewall implementation and configuration, intrusion detection and protection systems, endpoint security, and remote access solutions.
- The Offeror must provide internal staff employees only—no subcontract or temporary staff options will be entertained.
- The Offeror must have a mechanism and practice of providing on-call service for problems and after-hours work
- All proposed solutions must be applicable to a multi-OS network

- Vulnerability/Penetration Testing minimal requirements:
  - a. Vulnerability Identification
  - b. Exploit Attempts (Manual and Automated)
  - c. Penetration testing will be performed from the perspective of an unauthorized external user.
  - d. Penetration testing will only be performed during timeframes established by the Offeror and ECU ITCS Network Services
  - e. Penetration testing will be performed against target(s) specified by ITCS Network Services; the target may be MS Windows, Unix or Linux O/S.
  - f. The Offeror must be available for immediate contact during periods when penetration testing is being performed. (testing done on site is preferred)
  - g. Documentation of Testing Activities
  - h. Final Testing Report & Associated Supporting Documentation

**Deliverables:**

- An initial planning meeting on site with key ECU personnel prior to assessment.
- Wireless Network Security Assessment Report, including the following components:
  - Executive summary of assessment findings
  - Detailed Findings And Recommendations to include but not limited to:
    - Ratings for risks associated with each vulnerability
    - Technical details regarding each issue discovered
    - Recommendations for how to remedy each issue
    - Level of complexity to implement recommendations
    - Vulnerabilities identified (including false positives)
    - Exploit attempts (both successful and unsuccessful)
    - Supporting documentation (e.g., scanning results, audit logs, etc.)
- Post assessment meeting on site with ECU personnel to discuss assessment findings with ITCS Network Services personnel prior to the issuance of the assessment final report
- Final assessment presentation meeting on site.
- Six (6) bound printed copies and one electronic copy of the final assessment report
- An electronic copy of data collected during the assessment (network scans, packet captures.etc.); separate from the final assessment report.

**Technology Environment:**

- 522 wireless access points (APs) Wireless APs located at ten different sites (Main campus, West campus, dorms, and Sports activities complex, outlying medical clinics and the West Research campus
- The network covers 99 buildings, some in close proximity, while others are as far as eight miles apart.
- There are approximately 1,200 users of the wireless network.
- The ECU wireless network is comprised of Cisco equipment. At least a portion of the APs are dumb APs managed by Cisco's Wireless Link Controller (WLC).

**General Evaluation Criteria:**

ECU ITCS Network Services will evaluate the skills, past performance, ability to provide comprehensive services, and ability to provide post installation support when considering award of contract. The contract will be awarded based on the best value of services as determined by ECU and the compliance to the RFP. **Note:** Offerors must submit a completion schedule with their proposal.

## 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 pre-proposal conference and/or deadline for written questions are set. (See cover sheet of this RFP for details.)
3. Proposals in one original and (**two**) 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 East Carolina University 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 the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
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, and experience with similar projects, ability of the offeror and its staff, and cost. **NOTE: Offerors must submit a completion schedule with their proposal or will be disqualified.** 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 East Carolina University.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and East Carolina University reserves the unqualified right to reject any and all offers and award to the Offeror proposing best over all value and deemed to be in the best interest of East Carolina University.

## PROPOSAL REQUIREMENTS

The response to this RFP shall consist of the following sections:

- Executive Summary
- Corporate Background and Experience
- Financial Statement
- Project Staffing and Organization
- Technical Approach
- Cost Proposal

### 1. Executive Summary

The executive summary shall consist of the proposal cover letter highlighting the contents of this proposal, and bearing the authorized representative's signature.

### 2. Corporate Background and Experience

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

### 3. Financial Statement

The offeror's most recent audited financial statement or similar evidence of financial stability shall be provided.

### 4. Project Organization

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project.

The offeror shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

### 5. Technical Approach

This section shall include, in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

### 6. Cost Proposal

The Cost Proposal shall be submitted in a separate, sealed package and contain:

- Personnel costs (including hourly rates and total hours)
- Travel and Subsistence Expenses
- Subcontractor Costs (if any)
- Other Costs (e.g., office expenses)
- TOTAL COST     A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

**COST PROPOSAL/EXECUTION OF PROPOSAL**

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

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror has attended the (*mandatory?*) conference/site visit and is aware of prevailing conditions associated with performing these services (*if applicable*).

The offeror can and will provide the specified performance bond or alternate performance guarantee (*if applicable*).

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

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 \_\_\_\_\_ days from the date of the opening, to furnish the subject services for a cost not to exceed \$ \_\_\_\_\_.

**Federal ID Number or Social Security Number is required in order to do business with the State of North Carolina. Failure to provide this information may subject your bid to rejection.**

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

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

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

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

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

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

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

\*\*\*\*\*

ACCEPTANCE OF PROPOSAL

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

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

Unsigned proposals will not be considered.

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

- 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.
- COMPETITIVE OFFER:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
- ORAL EXPLANATIONS:** East Carolina University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- 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.
- 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.
- COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; East Carolina University will not reimburse any offeror for any costs incurred prior to award.
- 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.
- TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
- 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 East Carolina University, from contract award. Only discussions authorized by the issuing East Carolina University are exempt from this provision.
- 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 East Carolina University when received.
- 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.
- 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.
- 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.
- HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #77, East Carolina 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.
- DECLINE TO OFFER:** Any firm which receives a copy of the RFP but which declines to make an offer is requested to send a written "Decline to Offer" to the issuing office. Failure to respond as requested may subject the firm to removal from consideration on future requirements.

## 16. PROTEST PROCEDURES:

A party wanting to protest a contract award handled by East Carolina University must submit a written request for a protest meeting to the Director of Materials Management, which must be received in the Department of Materials Management within thirty (30) consecutive calendar days from the date of the protested contract award. This letter must contain specific sound reasons and any supporting documentation for why the party is protesting the award or the protest will be promptly rejected. If the Director of Materials Management can render a decision based on the facts without a meeting, a written response with a decision will be rendered within ten (10) consecutive calendar days of the receipt of the protest letter. If not, the Director of Materials Management will schedule a meeting with the protesting party to hear their complaint. This meeting will be held within thirty (30) consecutive calendar days after receipt of the written protest. The Director of Materials Management will respond to the protesting party in writing with a decision within thirty (30) consecutive calendar days from the date of the protest meeting.

If the protesting party is not agreeable to the decision of the Director of Materials Management, they may appeal to the Associate Vice Chancellor for Administration and Finance, following the same procedure as described above. A final appeal may be made, by the protesting party, to the Vice Chancellor for Administration and Finance following the same procedures.

**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. For orders awarded by the Secretary of Administration (over \$250,000), please see Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.

17. **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.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.
18. **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/> >.



## **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 East Carolina University 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 University.
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, East Carolina University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. East Carolina University reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to East Carolina University.

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

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The University may terminate this agreement at any time by 30 *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. **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.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse East Carolina University for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.

13. **ASSIGNMENT:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, East Carolina University 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 East Carolina University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that is applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
16. **INSURANCE:** Contractor shall obtain, pay for, and keep in force for the duration of the contract the following minimum insurance and shall furnish to the University certificates evidencing that such insurance is in effect and providing that the carrier shall give the Contractor and the University at least 10 days written notice of any material change in or cancellation of such insurance:
- Worker's Compensation Insurance, required by the laws of North Carolina, covering all of the Contractor's employees engaged in any work hereunder.
  - Public liability insurance against liability for bodily injury or death of any one person in any one accident in the amount of \$100,000, and in the amount of \$300,000 for the injury or death of more than one person in any one accident; this policy shall further provide against liability for Property Damage in the amount of \$100,000 for any one accident and \$100,000 in the aggregate, which may be caused by Contractor or employees in the course of doing its work.
- All above insurance coverage shall be obtained from a company duly licensed to do business in East Carolina University of North Carolina and countersigned by a licensed resident agent.
17. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by East Carolina University and the Contractor. East Carolina University shall give prior approval to any amendment to a contract awarded through that office.
20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.