

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

BID # 56-07/08-08/RFP

TITLE: DOOR ACCESS HARDWARE AND SOFTWARE INSTALLATION

USING AGENCY: East Carolina University
Greenville, NC 27858

ISSUE DATE: 4-7-2008

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

Sealed Proposals subject to the conditions made a part hereof will be received until 3:00 p.m., April 28, 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 for Contracts
Ph. 252-328-1014
Fax 252-328-4172
E-mail address griffinb@ecu.edu

NOTE: All offers are encouraged to attend a PREPROPOSAL CONFERENCE/SITE VISIT April 17, 2008 10:30 am in Materials Management's Conference Room located at the above address. A summary of all questions and answers will be posted on the State IPS web site.

NOTE: Questions concerning the specifications in this Request for Proposals will be received until April 15, 2008 by 5:00 pm. A summary of all questions and answers will be provided to all firms sent a copy of this Request for Proposals.

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.

East Carolina University is seeking proposals for equipment, software integration and door access hardware, as described in project scope and specifications, to determine the best access control system to meet the College's requirements for current student housing and future use in dining areas.

- Installation should include a complete test of all devices with ECU staff and initial programming.
- The system should include system training for ECU staff before final turnover to ECU Campus Living, onsite or within the southeast region.
- The system should have the option of using a key fob unit in addition to the other options listed in the specifications.
- The reader units at the door access points should be a keypad/proximity reader combination unit. Allowing for additional security of a proximity read and key password combo if needed in the future, or key pad only access for guests or vendors.

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- The system for transfer of access data to the door should be wireless. This will save time and money in installing conduit in the halls to each door. Some conduit would be needed for power, but not the long runs to the data closets. The data should be encrypted and the wireless system should not interfere with our current 802.11 wireless networks, or student residential products like wireless phones.
- At the same time, with the number of “hits” many of our doors can get, we want the reader units to have AC power with battery backup. This will give us maximum performance from day to day, while the maximum redundancy in a power outage.
- To increase the safety of the system in the event of a power outage or network outage, the reader units should allow for full offline operations, both allowing access for the current access list, and recording usage until the network connectivity can be restored.
- The key override for the system should work with the BEST Lock core system ECU currently uses.
- The reader unit and any door hardware should be vandal resistant, with a metal exterior to the unit.
- Units should maintain an audit to the control unit for the system. This should include: accesses, failed accesses, propped door status, low power level for the battery, and low or lost signals to the wireless access points.
- Work needs to be completed on our proposed schedule. (Critical)
- The wireless access points that communicate with the door readers would preferably use 10base-t Ethernet to communicate back the central control unit for the system.
- Access to the batteries, internal parts should be secured by the key override or some other key system that allows for the BEST core.
- Units would be evaluated on their ability to work on ECU current door hardware. This is in relation to the cost of any retrofitting or new hardware that would need to be purchased to make the units work with ECU current doors.
- If any removal of any existing door hardware is needed, the removed materials will be turned over to ECU for further disposition.
- The final decision on access management software for this project has not been made yet. Vendors should include as a separate item, the technical specs, costs and features of any “in house” access management software they propose, that would be needed to manage the access control for 7000 users beyond any core host management software for the system. This will be treated as a alternative in terms of the proposal. Vendor should also include a listing of what access control packages commonly used in the higher education market they currently support. (CBORD One Card, CS Gold... ect.)
- All components must be “standard” equipment currently in production and not prototypes or altered significantly to meet East Carolina University’s specifications. Where ever possible, non-proprietary equipment and software should be specified.

Project Scope and overall System Specifications:

Reader Unit Specs:

1. This shall be a fully integrated smart device with its own database with full stand-alone capability.
2. The Wireless Reader shall use four (4) standard AA batteries and have a full AC power option at each door.
3. The reader / lock shall also be able to operate as a fully stand alone intelligent device making all the decisions in real time. In the unlikely event that the reader/lock is offline from the host, it shall continue to operate, storing and recording accesses until it is re-connected and back online to the host.
4. The reader unit and any door hardware should be vandal resistant, with a metal exterior to the unit.
5. In order to support future expansion, the reader/lock must be offered in the following configurations:
 - As a self contained cylindrical reader/lock
 - As a self contained mortise reader/lock
 - As a self contained wall mount unit with inputs and outputs for door and security hardware
 - As a retrofit kit to be mounted in a double gang box as an upgrade path for a legacy hardwired application to make it wireless.
 - As a single door controller interfaced to a hardwired reader and ancillary door devices such as a Request to Exit switch, a Door Switch Monitor and a Door lock sense input.
6. In every case the wireless reader shall provide support for an integrated reporting/function for Request to Exit (REX), Door Switch Monitor (DSM) and additionally support the Door Latch Position Switch (DLPS) in mortise applications.
7. The reader / lock shall support as a minimum the following "reader" technologies:
 - Up to a 10-digit user defined PIN number of between 4 and 10 characters in length that can be used for access or required with another "reader" technology.
 - HID proximity key fob (1346 ProxKey II)
8. A full list of all current card, smart card, and "reader" options should be provided.
9. As an option, the reader shall support a hard weather equipment to supplement normal climatic requirements for temperatures from - 40C to + 54 C
10. Each reader / lock shall have back up battery power to meet 100,000 lock / transactions
11. Each reader lock shall come with a minimum of 2,000 ID capacity, and be able to store locally, if offline, up to 20,000 transactions
12. The reader unit will monitor a door position status such that it is able to detect door open and door locked and secure. In no event will a separate contact be required to be mounted to the frame of the door and wired back to a separate contact monitoring device. All alarm monitoring at the door / portal will be monitored by the reader / lock itself and shall not require any additional controller support.
13. The reader unit shall report any access transaction with the date and time of the event in Hours: Minutes and Seconds.

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14. The reader and control systems shall support 5 or more unique shunt times for specific groups of individuals and meet ADA compatibility requirements for extended shunt times for any single or groups of physically impaired users.
15. The reader/ lock shall support and transmit a signal if the power to the reader / lock drops below 10% or the reader is tampered with.
16. The reader / lock shall be able to operate in a fully stand alone mode or as a distributed fully intelligent reader/ lock holding the transactions until they are polled.
17. The reader / lock shall communicate via spread spectrum radio transmission that does not interfere or can be interfered by 802.11 spectrum traffic
18. The reader / lock shall use as a standard, 128 bit encryption between to the nearest non-dedicated Portal Gateway. Portal Gateways shall provide redundant communications capability so that a wireless reader can report to another Portal Gateway if its primary reporting path is lost.
19. The reader / lock shall report multiple incorrect PIN attempts (greater than 3 or a variable) as an alarm attempt.
20. Each reader will have its own unique MAC address or firmware hardware identification
21. The reader / lock shall be able to detect the presence of a cardholder planning to gain access, prior to the formal card presentation, such that the cardholder shall not be required to orient their card in a specific manner to wake up the reader.

Portal Gateways:

1. The portal gateways shall operate in a non-dedicated mode such that any reader / lock shall be able to report to and through any portal gateway. The portal gateways shall accept data from any of the addressed readers and transmit bi-directional encrypted data to the host for archiving and data management. Each portal gateway shall have the following capabilities:
2. Each portal gateway, in base configuration, shall support a minimum of 16 reader / locks in its antenna range and via system options.
3. Each portal gateway shall have its own unique MAC address such that, on boot up, the host will find and identify those portal gateways that belong to the system.
4. Every portal gateway shall encrypt the data using 128 BIT encryption and send and receive data via spread spectrum RF transmission to and from the host.
5. Nominal transmissions distances between the reader / locks and the portal gateway(s) shall be 250 feet line of sight.
6. Each portal gateway shall, as an option, have the support of a stand-by power supply.
7. As an option, the portal gateway shall be mounted in a keyed tamper resistant metal box. This shall have a separate tamper input that can be transmitted as an alarm in the event that there is an attempt to tamper with the unit. This option shall also support the following: An AC power failure. In this event it shall transmit a signal to the host identifying the failure.

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8. The use of standard Ethernet cabling between the portal gateway and the host using standard Ethernet using local hubs and routers should be an option for communications.
9. Each portal will have its own IP address. This may be static or dynamic assigned.
10. The portal Gateway shall support secure socket communications between the host(s) / server and any associated Portal Gateway. This shall be user selectable.

Host Software:

1. The host and any other product software will run on industry standard, commercially available, computer platforms offered from multiple PC vendors.
2. The host software will support a minimum 16 readers expandable to a minimum 1000 readers.
3. Support at least 2 client workstations with the ability to add additional client stations.
4. The host software and any other product software shall not require an additional hardware key (USB or otherwise) for system security, but rather, shall rely on a software key generated at the time of install.
5. System must support using groups to manage physical (door, gate, ect.) access privileges. Although the number of groups does not have to be unlimited, the number of potential groups should be large enough as not to be viewed as a limiting factor in use in our college environment.
6. Allow setup and definition of priorities for events. Again the number of potential priorities should be large enough as not to be viewed as a limiting factor in use in our college environment.
7. Events must be capable of generating both visual and auditory signals on the consoles based on the event's specific priority level.
8. The host software shall support canned reports that are pre-formatted and set up to handle most report tasks. This shall include:
 - All alarms at a reader / lock.
 - All accesses at a reader lock by date, by time.
 - All cardholders in a reader / lock.
 - All cardholders at a wireless reader during a certain time frame.
9. The host software, without additional programming, cost, or upgrades should be able to communicate with the lock systems to report back:
 - Firmware in the wireless reader / lock.
 - Battery strength in the wireless reader / lock.
 - RF signal strength between the wireless reader / lock and it's closest associated Portal Gateway.
 - RF signal packet data strength.

Cost Proposal:

Cost proposals must be formatted according to the following outline in order to accomplish the most fair and accurate evaluation possible. Vendors should be descriptive as possible and should feel free to elaborate if they have more information than requested by the outline. If there are no additional costs for a specific feature, the vendor should state that the feature is included in the base software package.

I. Software and system design / integration / training / support / maintenance costs:

1. Base System costs
 - a. Cost for system software and licensing to support at least 10,000 users, 256 access points, 4 client workstations
 - i. Detailed price schedule for increasing users, access points and workstations.
 - b. Any software or modules and costs required to work with existing or future systems
 - c. Additional cost for support of alternate access points such as elevators, etc.
 - d. Cost for operating systems and database software;
 - e. Detail minimum and recommended computer hardware requirements.
 - f. Detail minimum and recommended wiring/power requirements.
2. Integration Costs
 - a. Provide any cost associated with integration with any proposed card management systems or additional software
3. Training costs
 - a. Recommended Administrator training (vendor location or ECU)
 - b. Recommended user training (on-site ECU)
4. Yearly Maintenance costs
 - a. Cost for annual software maintenance for access control system
 - i. Statement of what is included in maintenance fee

II. Hardware costs: This section should include a comprehensive summary of all hardware costs for the initial design.

DOOR INVENTORY LIST

	Qty	Reader	Notes
Scott Hall			
Dr. 001W	1	OPW2000-WMS-S-BE-N-P	
Dr. 001E	1	OPW2000-WMS-S-BE-N-P	
to Courtyard			
Dr. 001A	1	OPW2000-WMS-S-BE-N-P	
Vending to Stairs			
Dr. 100A	1	OPW2000-WMS-B-BE-N-P	
Lobby to Courtyard			
Dr. 100F	1	OPW2000-WMS-B-BE-N-P	
Front Entrance			
Gate - Street to Courtyard	1	OPW2000-WMS-B-BE-W-P	

Aycock Hall			
Dr. 011	1	OPW2000-WMS-S-BE-N-P	
Dr. 013B	1	OPW2000-WMS-S-BE-N-P	
Dr. 019A	1	OPW2000-WMS-S-BE-N-P	
Dr 019B	1	OPW2000-WMS-S-BE-N-P	
Dr.022D exit	1	OPW2000-WMS-S-BE-N-P	
Dr. 117SW Stairwell Exit	1	OPW2000-WMS-B-BE-W-P	
Dr. 119W Front Foyer	1	OPW2000-WMS-B-BE-N-P	
Dr. 131NW Stairwell Exit	1	OPW2000-WMS-B-BE-W-P	
Dr. 144C Stairwell Exit	1	OPW2000-WMS-B-BE-W-P	
Dr. 151E Rear Entrance	1	OPW2000-WMS-S-BE-N-P	
Dr. 165NE Stairwell Exit	1	OPW2000-WMS-S-BE-N-P	
Dr. 179SE Stairwell Exit	1	OPW2000-WMS-S-BE-N-P	
Clement Hall			
Dr. 102A	1	OPW2000-WMS-S-BE-N-P	
Dr. 102B	1	OPW2000-WMS-S-BE-N-P	
Dr. 112	1	OPW2000-WMS-S-BE-N-P	
Dr. 113 Rear Entrance to Lounge	1	OPW2000-WMS-S-BE-N-P	
Dr. 119 SW Stairwell entrance	1	OPW2000-WMS-S-BE-N-P	
White Hall			
Dr. 106A	1	OPW2000-WMS-S-BE-N-P	
Dr. 106B	1	OPW2000-WMS-S-BE-N-P	

Dr. 112	1	OPW2000-WMS-S-BE-N-P	
Rear Entrance to Vending			
Dr. 115A	1	OPW2000-WMS-S-BE-N-P	
Exterior Entrance to Computer Lab			
Dr. 115B	1	OPW2000-WMS-S-BE-N-P	
Exterior Entrance to Computer Lab			
Dr. 119	1	OPW2000-WMS-S-BE-N-P	
SE Stairwell entrance			
Greene Hall			
Dr. 101A	1	OPW2000-WMS-S-BE-N-P	
Dr. 101B	1	OPW2000-WMS-S-BE-N-P	
Dr. 112	1	OPW2000-WMS-S-BE-N-P	
Rear Entrance to Vending			
Dr. 123A SE	1	OPW2000-WMS-S-BE-N-P	
Rear Entrance to Lounge			
Dr. 123B NW	1	OPW2000-WMS-S-BE-N-P	
Entrance to Lounge			
Dr. 119	1	OPW2000-WMS-S-BE-N-P	
SW Stairwell entrance			
Cotton Hall			
Dr. 100SW	1	OPW2000-WMS-B-BE-N-P	
Dr. 120A	1	OPW2000-WMS-B-BE-N-P	
Exterior by House Keeping closet 120			
Dr. 121A	1	OPW2000-WMS-B-BE-W-P	
By Bath 121			
Dr. 123	1	OPW2000-WMS-B-BE-N-P	
Main Lobby			

Dr. 123A	1	OPW2000-WMS-B-BE-W-P	
By Bath 123			
Dr. 126A	1	OPW2000-WMS-B-BE-N-P	
By Office 126			
Dr. 150NW	1	OPW2000-WMS-B-BE-N-P	
Fleming Hall			
Dr. 101SE	1	OPW2000-WMS-B-BE-N-P	
Dr. 117A	1	OPW2000-WMS-B-BE-W-P	
By Bath 117			
Dr. 122E	1	OPW2000-WMS-B-BE-N-P	
Dr. 123	1	OPW2000-WMS-B-BE-N-P	
Main Lobby			
Dr. 129A	1	OPW2000-WMS-B-BE-N-P	
By Bath 129			
Dr 132W	1	OPW2000-WMS-B-BE-N-P	
Dr. 153SW	1	OPW2000-WMS-B-BE-N-P	
Jarvis Hall			
Dr 101SE	1	OPW2000-WMS-B-BE-N-P	
Hallway			
Dr. 101SW	1	OPW2000-WMS-B-BE-W-P	
Stairwell			
Dr. 115	1	OPW2000-WMS-B-BE-N-P	
Stairwell			
Dr. 118NE	1	OPW2000-WMS-B-BE-N-P	
Dr. 125	2	OPW2000-WMS-B-BE-W-P	
Lounge			
Dr. 126N	1	OPW2000-WMS-B-BE-N-P	
Lobby			
Dr. 129 Office	1	OPW2000-WMS-B-BE-W-P	
Exterior			
Dr. 133	1	OPW2000-WMS-B-BE-W-P	
Stairwell			

Dr. 133A	1	OPW2000-WMS-B-BE-W-P	
Next to stairs			
Dr. 136NW	1	OPW2000-WMS-B-BE-N-P	
Dr. 147SW	1	OPW2000-WMS-B-BE-N-P	
Hallway	1	SE-1078-CW	
Dr. 147NW	1	OPW2000-WMS-B-BE-N-P	
Stairwell			
Fletcher Hall			
Dr. 101S	1	OPW2000-WMS-B-BE-W-P	
Main Foyer	1	OPW2000-WMS-B-BE-N-P	Mount reader on wall
Dr. 100A	1	OPW2000-WMS-S-BE-N-P	
Lobby			
Dr. 100B	1	OPW2000-WMS-S-BE-N-P	Leave existing EL Strike in place
Dr. 112	1	OPW2000-WMS-B-BE-W-P	
Stairwell basement			
Dr. 128N	1	OPW2000-WMS-B-BE-W-P	
Garrett Hall			
Dr. 004-05	1	OPW2000-WMS-B-BE-W-P	
Basement Mech rm			
Dr. 102SE	1	OPW2000-WMS-B-BE-N-P	
Dr. 109SE	1	OPW2000-WMS-B-BE-N-P	
Dr. 120NE	1	OPW2000-WMS-S-BE-N-P	
Dr. 125F	1	OPW2000-WMS-S-BE-N-P	
Lobby			
Dr. 130NW	1	OPW2000-WMS-S-BE-N-P	
Dr. 141SW	1	OPW2000-WMS-B-BE-N-P	
Dr. 148SW	1	OPW2000-WMS-B-BE-N-P	
College Hall Suites			
Dr. 100	1	OPW2000-WMS-B-BE-W-P	
N. Stairwell			

Dr. 114	1	OPW2000-WMS-B-BE-N-P	
NW Stairwell			
Dr. 116	1	OPW2000-WMS-B-BE-W-P	
E. Stairwell to Courtyard			
Dr. 126A & B	1	OPW2000-WMS-S-BE-N-P	
Front Lobby Door			
Dr. 127A & B	1	OPW2000-WMS-S-BE-N-P	
Rear Lobby Door			
Dr. 130	1	OPW2000-WMS-B-BE-W-P	
Courtyard to Basement			
Dr. 135	1	OPW2000-WMS-B-BE-N-P	
SW Stairwell			
Dr. 154A	1	OPW2000-WMS-B-BE-N-P	
SW Breezeway			
Dr. 154B	1	OPW2000-WMS-B-BE-N-P	
SE Breezeway			
Dr. 154C	1	OPW2000-WMS-B-BE-N-P	
Breezeway Foyer to Hallway			
Dr. by Rm 156	1	OPW2000-WMS-B-BE-W-P	
Exterior Hallway			
Dr. by Rm 166	1	OPW2000-WMS-B-BE-W-P	
Exterior Hallway		SE-2505A	
Umstead Hall			
Dr. 001	1	OPW2000-WMS-B-BE-W-P	
Basement Mech Rm			
Dr. 006	1	OPW2000-WMS-B-BE-W-P	
Stairwell to Basement			
Dr 106N	1	OPW2000-WMS-B-BE-N-P	
Exterior Hallway			
Dr. 120S	1	OPW2000-WMS-B-BE-N-P	
Exterior Hallway			
Dr. 135N	1	OPW2000-WMS-B-BE-N-P	
Exterior Hallway			
Dr. 149S	1	OPW2000-WMS-B-BE-N-P	

Exterior Hallway			
Dr. 162N	1	OPW2000-WMS-B-BE-N-P	
Exterior Hallway			
Dr. 166A	1	OPW2000-WMS-B-BE-N-P	
Lobby			
Dr. 166B	1	OPW2000-WMS-B-BE-N-P	
Lobby ADA			
Belk Hall			
Dr. 003	1	OPW2000-WMS-S-BE-W-P	
Exterior Basement			
Vending			
Dr. 006B	1	OPW2000-WMS-S-BE-N-P	
Basement Vending to Stairs			
Dr. 008B	1	OPW2000-WMS-S-BE-N-P	
Basement Rec Room to Stairs			
Dr. 012	1	OPW2000-WMS-S-BE-W-P	
Exterior Basement Rec. Room			
Dr. 109B-1	1	OPW2000-WMS-B-BE-W-P	
Lobby Front			
Dr. 109B-2	1	OPW2000-WMS-B-BE-W-P	
Lobby Front			
Dr. 109D	1	OPW2000-WMS-B-BE-W-P	
Lobby Rear			
Tyler Hall			
Dr. 005SE	1	OPW2000-WMS-B-BE-W-P	
Basement Mech Room			
Dr. 106E A	1	OPW2000-WMS-S-BE-N-P	
East Stairwell			
Dr. 106E B	1	OPW2000-WMS-S-BE-N-P	
East Stairwell			
Dr 120W	1	OPW2000-WMS-S-BE-N-P	
West Stairwell			
Dr. 133	1	OPW2000-WMS-S-BE-N-P	
Lobby			

Dr. 134	1	OPW2000-WMS-S-BE-N-P	
TV Room			
Jones Hall			
Dr. 001	1	OPW2000-WMS-S-BE-N-P	
Elevator Lobby			
Dr. 002	1	OPW2000-WMS-S-BE-W-P	
Entrance to Admin			
Dr. 008	1	OPW2000-WMS-B-BE-N-P	
Stairwell			
Dr. 026	1	OPW2000-WMS-B-BE-W-P	
Armark Office Entrance			
Dr. 040	1	OPW2000-WMS-B-BE-W-P	
Kitchen Exterior			
Dr. 043	1	OPW2000-WMS-B-BE-N-P	
Stairwell			
Dr. ME 048A	1	OPW2000-WMS-B-BE-N-P	
Stairwell			
Dr. 063	1	OPW2000-WMS-B-BE-N-P	
Stairwell			
Dr. 101A	1	OPW2000-WMS-S-BE-N-P	
Lobby Front Entrance			
Dr. 101B	1	OPW2000-WMS-S-BE-N-P	
Lobby Front Entrance			
Dr. 136E	1	OPW2000-WMS-S-BE-N-P	
Lobby Rear Entrance			

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: Vendors are encouraged and requested to provide alternatives (with technical specifications) for each and any requirements and/or specifications. Overall Priority Requirements:** 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.

In addition to any other evaluation criteria identified in the State agency's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:

- Total cost to the State
- Level of quality provided by the vendor
- Process capability across multiple jurisdictions
- Protection of the State's information and intellectual property
- Availability of pertinent skills
- Ability to understand the State's business requirements and internal operational culture
- Risk factors such as the security of the State's information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

8. Offerors are cautioned that this is a request for offers, not a request to contract, and East Carolina University reserves the unqualified right to reject any and all offers and award Offeror 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.

Bidder: _____

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

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. **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.
3. **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.
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.
6. **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.
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 East Carolina University, from contract award. Only discussions authorized by the issuing East Carolina University 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 East Carolina University 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 #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.
15. **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:
- 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 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:
- a. Worker's Compensation Insurance, required by the laws of North Carolina, covering all of the Contractor's employees engaged in any work hereunder.
 - b. 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.

21. **YEAR 2000:** (Applicable only if computer hardware or software is provided.)

The Contractor warrants that the product(s) furnished pursuant to this contract ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which performs 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. This warranty shall survive termination or expiration of the Contract. This warranty is subject to the warranty terms and conditions of this contract. Nothing in this warranty shall be construed to limit any rights or remedies East Carolina University may otherwise have under this contract with respect to defects other than Year 2000 performance.