TITLE:        Content Management System

USING DEPARTMENT: Information Technology Services

ISSUE DATE: March 14, 2008

DUE DATE: 2:00 p.m., Monday, March 31, 2008

ISSUING AGENCY: North Carolina Central University

Purchasing Department

1801 Fayetteville Street

Durham, NC 27707

Sealed Proposals subject to the conditions made a part hereof will be accepted until 2:00 p.m., Monday, March 31, 2008 for furnishing services described herein.

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<td>Attn: Ilean S. Sutton, Senior Purchasing Agent</td>
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<td>North Carolina Central University</td>
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<td>Purchasing Department</td>
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<td>305 Hoey Administration Building</td>
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<td>1801 Fayetteville Street</td>
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<td>Durham NC 27707 (919)530-6329</td>
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IMPORTANT NOTE: Indicate firm name, RFP number, and opening date on the front of each sealed proposal envelope or package (2 copies are required: 1 original/1 copy, marked as such/these may be packaged together). Electronically submitted (email/fax) proposals will not be accepted.

Direct all inquiries concerning this RFP to: Ilean S. Sutton, Senior Purchasing Agent

North Carolina Central University

Purchasing Department

Rm. 305, Hoey Administration Building

1801 Fayetteville Street

Durham NC 27707

(919)530-6329

email: isutton@nccu.edu

NOTE: Questions concerning the RFP requirements must be submitted in writing. They may be mailed, faxed, or e-mailed (no phone calls) Ilean Sutton, Senior Purchasing Agent, North Carolina Central University, Purchasing Department, Rm. 305, Hoey Administration Building, 1801 Fayetteville Street, Durham, NC 27707 email: isutton@nccu.edu, fax (919) 530-6185. Questions must be submitted no later than 5:00 P.M. on Monday, March 25, 2008. All questions submitted in writing will be answered in the form of an addendum to this Request for Proposals. No contact with the using department(s) will be allowed during the proposal process. Any vendors contacting the using department(s) directly may subject their proposal to rejection.
1. BACKGROUND AND PURPOSE

North Carolina Central University, through its Web Services department seeks proposals from qualified vendors to provide a Content Management System (CMS) for use on the University’s web pages. This system will initially be used for a relatively small number of pages, less than one hundred, but must be scalable to the enterprise level, if desired, to accommodate future growth.

This Request for Proposals (RFP) is the result of a development project by Web Services to review and make enhancements to the University’s web presence. Web Services shall oversee the evaluation, planning, site architecture and visual design, engineering and testing required to re-launch the www.nccu.edu homepage and top-tier subpages. Web Services will also develop policy and procedures to govern the site and make recommendations for on-going workflow, updates and maintenance of the site post-launch.

The www.nccu.edu homepage averages more than 80,000 unique visits (and more than 4 million hits) per day and is the single-largest opportunity the University has to communicate with a varied audience of current faculty, staff and students, prospective students/parents, alumni and friends, corporate partners, media and the general population. The redesign and launch of the new site shall reflect this great opportunity, building a site that is content-rich, visually dynamic, easy to navigate, uses the latest Web and multimedia technology and, in a broad sense, showcases the University as one of the nation’s finest public universities.

Currently, the University’s web site has a relatively static homepage and combination of top-tier sub-pages. Many of the current sub-pages are largely index lists and directories to other sites maintained by other campus units and departments. It is not within the scope of this RFP to address the pages beyond the top tier of University pages, less than 100 as stated, though scalability will be a major consideration.

2. CONTRACT PERIOD

Upon award of contract, vendor will begin to work with Web Services. Full roll-out of the new pages, using the selected CMS, shall be complete by early August, 2008.

Maintenance and support of the CMS shall continue for a period of one year from date of purchase. The University reserves the right to renew, under the same terms and conditions contained herein, for two additional, one-year periods.

3. SCOPE OF WORK

The fully defined scope of work shall be determined after the CMS is selected, and shall include a timetable for installation and roll-out, a training schedule and a trouble-shooting schedule.

3.1 Technical Specifications and Requirements of the CMS

The University’s Information Technology Services (ITS) Department will host the Content Management System selected. ITS’ requirements of the system include:

3.1.1 Authentication: CMS must provide external authentication capability to Microsoft Active Directory (preferably, via LDAP).
3.1.2 Hardware/Operating System:

- Intel or AMD-based x86 servers running Windows Server

3.3 Web Server runs IIS 6.0 on aforementioned HW/OS platforms.

3.4 Database: Any database required by the CMS shall be MSSQL or a database supplied by the vendor. Any vendor supplied database server shall be installed and configured appropriately during installation (either by installation scripts or by vendor supplied staff) and shall run on the ‘publish’ server.

3.5 Shall demonstrate ability to backup and restore configuration information using the ITS SAN. This shall include the database used to store configuration settings, etc.

3.6 Operational:

- CMS shall publish static content to multiple web servers.

- Distributed Authorization: The CMS shall provide the capability of highly granular and distributed rights authorization. While there is a clear requirement for an overall “superuser” who can do anything necessary, it is also necessary that specific rights be granted to users, including the right to grant other users within their ‘group’ other rights. No one shall grant a right to a user that they themselves do not possess.

- Audit logging: All actions taken by the system, either automatically or user initiated shall be logged for auditing purposes. This log shall be human-readable w/o the need for an intermediate translation program.

- CMS shall manage streaming media (RMTP, RSTP, MP3, MPEG4, FLV). ITS provides a Darwin streaming server for streaming Quick Time delivery. CMS shall provide the content creator/manager to specify the URL of the streaming server.

- CMS shall provide ColdFusion code to be embedded within pages. ITS currently provides ColdFusion MX 7 and ColdFusion 8.

- CMS shall provide embedded PHP code w/in pages as appropriate. ITS currently provides PHP version 4.4.1. All PHP code must be functional without the use of short tags.

- Any additional modules (apache or php) required by the awarded vendor shall be evaluated by ITS technical and security staff as to supportability, scalability and security.

3.7 Maintenance and Support. The awarded vendor shall provide:

- 7x24 phone and email support options with no longer than a 4-hour guaranteed response time.

- Software up-grade program(s).
• Installation services. The University will provide userids to identified vendor staff.

• Printed documentation regarding installation, operation, use, and administration of the product.

• Installation Instructions (in addition to the aforementioned installation services), maintenance, including how to apply updates, keep licenses current (if necessary), and any other changes that may be required to maintain the software in a supported state.

3.8 ITS Server/Services:

All web servers are load-balanced via MS Idirector service management program with 1-hour persistence.

PHP version: 4.4.1, capabilities include:

- Ctype
- ftp
- gd
- gettext
- iconv
- ldap
- mcrypt
- openssl
- pcre
- session
- snmp
- sockets
- standard
- tokenizer
- xml
- xslt
- zlib

3.9 User Specifications and Requirements

3.9.1 Contributor Concerns

a. Content distribution and editing currently utilizes standard web browsers, including Internet Explorer, Netscape, Firefox and Safari.

b. Content contributors shall use either Microsoft Windows or Apple OS operating systems on their computers.

3.9.2 Standards Concerns

a. System shall publish content adhering to W3C standards for (X)HTML and CSS

b. Shall publish content meeting U.S. Section 508 standards for accessibility at a minimum.

3.9.3 Metadata

System shall define, implement, manage and publish content metadata, including the ability for the metadata administrator to establish predefined vocabularies and various element restrictions.
3.9.4 Workflow

Since the system may ultimately be applied to many campus units, each responsible for their own workflow, the system shall permit the delegation of workflow and permissions administration to each unit.

3.9.5 Collecting Content Concerns

- What formats of aggregated content is the proposed system capable of consuming and how are these feeds established?
- What metadata is generated for consumed, aggregated content feeds, either from metadata provided with the feed or automatically generated from the content?
- What tools are available in the proposed system for importing existing content?

3.9.6 Authoring Concerns

- What tools do content creators have the option of using to create content for the system? Please be descriptive and include both native (WYSIWYG, form-based, etc) and non-native (Word, Dreamweaver, text editor, etc.)
- Does the system provide a spell-checker for contributors? If so, please describe it, including any pertinent features such as custom dictionaries.
- What options does the system have to allow contributors to preview pages?
- What tools are provided for contributors to find and utilize other content, including text, images, sound, video and documents?
- To what extent can the authoring interface be customized, including the administrative restriction of text formatting options?
- How are templates created for use in the system and what skills are required to create them?
- How do contributors apply metadata and what metadata can be automatically generated?
- What types of assistance are available to contributors and to what extent can they be customized?
- What types of workflow messaging and feedback does the proposed system provide?
- To what extent can the workflow management be customized?
- Does the system provide multilingual capabilities? If so, what languages?

3.9.7 Versioning and roll-back concerns

- What features does the system have with respect to content release scheduling, expiration and archiving?
- What does the system provide with respect to time/date stamping of content and templates?
- How does the system handle rollbacks/versioning of content, pages and templates and how many revisions of each?
3.9.8 Data Management Concerns
- How is data stored (database, file system, etc.)?
- Is the data directly accessible by the University for use either in other applications or in forward migration? If so, how?
- Is the format of the data storage provided, such as in a database schema or by other means?
- What data, configuration and customization backup and disaster recovery methods are provided and/or recommended?

3.9.9 Editing and Miscellaneous Concerns
- How does the system deal with multiple users attempting to edit the same file?
- What types of merging or difference tools does the system provide?
- What types of reporting does the system provide, including workflow, system performances and user interactions?
- What types of platforms, other than standard web browsers, can the system publish to and how is this accomplished? (Cell phones, PDAs, text-only, print, etc.)
- What types of URL’s does the system produce? Are they human-readable? Are they search-engine friendly?
- Can temporary redirects be created?
- Can the system publish syndicated content via RSS or other web services and, if so, how is this accomplished and what tools are provided?

3.9.10 Cost and training concerns
- How is the system’s rate structure determined? What provisions exist for increased usage and how is this charged?
- What kind of training is included in the proposed cost? Is this on-site? What are your rates for additional training should it be needed? Do you supply training materials for our use on-campus?
- What is your support package and how is it administered? What are the costs?

3.9.11 Additional features question
- What additional features does the system offer; for example, proprietary search, user and public calendars, other add-ons either as part of initial package or purchase options.
4.0 VENDOR EXPERIENCE REQUIREMENTS

Vendor must be normally engaged in the business of providing Content Management Systems (CMS). Specific experience providing CMS’s to organizations similar in nature and scope to the University environment is required. A minimum of three (3) years experience is required. Experience shall be documented by references provided. It is the vendors’ responsibility to provide valid reference information and the University reserves the right to use reference check responses in its evaluation of proposals.

5. PROPOSAL RESPONSE

All documents shall be completed in their entirety. Incomplete proposals will not be considered.

The proposal response, at a minimum, shall include the following:

- A detailed proposal addressing Section 3. **SCOPE OF WORK** and Section 4. **REQUIRED EXPERIENCE**. Please address each item by number.
- Completed Reference Page
- Completed Execution of Proposal Page
- Completed Cost Proposal Page
- Any applicable RFP addenda issued subsequent to this RFP.
6. EVALUATION CRITERIA

The University will evaluate offeror’s proposals based on the “best value” approach, not on lowest cost. For this project, The University will assess “best value” based on the quantitative, weighted scoring process described below, using the University’s judgment of the quality of the offeror’s past work as determined by the evaluation criteria above. The University will select the offeror with the highest score to perform the project, as that offeror’s proposal represents the best value for the University’s needs. In this particular procurement, a trade off method of source selection will be utilized. Proposals will be evaluated based on the criteria listed above. Evaluation methodology shall be in accordance with Title 4 of the NCAC Chapter 21, Section .0302, or corresponding section of any future NC Administrative Code. The University may elect to conduct negotiations with one or more offerors and make requests of offerors as may be necessary or proper for best and final offers.

Scoring Method

1. For each criterion, assign each offeror a score from 1 to 5, with 5 as the highest possible score
2. Multiply the score by the criterion’s weight. Multiply any subpart weighted score by the criterion’s overall weight.
3. Determine the total score for each offeror by adding together the weighted score for each criterion.
4. Declare the offeror with the highest total score as the winner.

If multiple offerors tie for the highest evaluation score, the University will allow those offerors to submit revised scope statement responses, citing their best and final offers.

Additional Requirements

Offerors must complete the “Execution of Proposal Form” provided. This form confirms that each supplier has received all materials and that all requirements are understood prior to preparation and submission of a proposal.

Offerors must furnish all requested information. Information provided must conform to the requirements provided in this document. Each part of your proposal must be numbered and labeled in accordance with the outline of this document.

It is the objective of the University to obtain information from each Offeror that is uniform and complete. In order to fairly evaluate each offer in an efficient manner and to reasonably determine which supplier is best able to meet the criteria being considered, responses to this request for proposal must follow the format outlined herein. Failure to provide all requested information or comply with the format requirements will be grounds for rejection of offeror’s bid.

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

ORAL EXPLANATIONS North Carolina Central University will not be bound by oral explanations or instructions given at any time during or after the competitive process.
The University will evaluate proposal responses based on the weighted criteria in the table below.

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<thead>
<tr>
<th>Criteria</th>
<th>Criteria Weight</th>
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<tbody>
<tr>
<td>Software features/software meets provided technical specifications</td>
<td>40%</td>
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<tr>
<td>Cost of proposal</td>
<td>20%</td>
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<tr>
<td>Proven track record providing Content Management Systems to organizations similar in nature and scope to the University environment as documented by reference checks.</td>
<td>30%</td>
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<tr>
<td>Scalability and integration with existing IT infrastructure</td>
<td>10%</td>
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7. COST PROPOSAL

The cost to provide a Content Management System (CMS) to include all labor, transportation, tools, equipment, expenses, and any other costs incurred by the firm as required for full deployment. The price shall be for an initial installation to include up to 25 users. The cost proposal submitted shall include detailed costing for showing scalability of the system (example: cost for up to 50 users, up to 100 users, etc. for future expansion). Please attach detailed cost with breakdown of all items included in the system and yearly maintenance/support costs.

$____________________/system (up to 25 users) to include software provision, installation, initial user training, etc.

$____________________/yearly maintenance/support as outlined herein (begins after full deployment) for up to 25 users

(Signature)
(Title)
(Firm)
(Date)

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

REFERENCES

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

(1) CLIENT NAME

ADDRESS (Street)

ADDRESS (City, St, Zip)

CONTACT NAME

TELEPHONE/E-MAIL

(2) CLIENT NAME

ADDRESS (Street)

ADDRESS (City, St, Zip)

CONTACT NAME

TELEPHONE/E-MAIL

(3) CLIENT NAME

ADDRESS (Street)

ADDRESS (City, St, Zip)

CONTACT NAME

TELEPHONE/E-MAIL

THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.
The potential Contractor certifies the following by placing an "X" in all blank spaces:

___ That this proposal was signed by an authorized representative of the firm.

___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all labor costs associated with this project have been determined, including all direct and indirect costs.

___ That, if required, the potential Contractor has attended the preproposal conference and is aware of the prevailing conditions associated with performing these services.

___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

___ That the potential Contractor can obtain a performance bond, if required herein, and insurance as specified.

___ That the proposal is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class 1 Felony.

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

CONTRACTOR ______________________ ADDRESS _______________________

PHONE _______________ CITY AND STATE _______________ ZIP CODE _______________ FAX _______________

BY _______________ TITLE _______________________

(Signature) _______________________

E-MAIL _______________________

Type or Printed Name _______________________

Federal Identification Number

******************************************************************************************

ACCEPTANCE OF PROPOSAL DATE: ________________

AGENCY ______________________ CITY AND STATE _______________________

BY _______________ TITLE _______________________

(Signature) _______________________

THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.
GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

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

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

3. ORAL PRESENTATIONS: During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

4. PROPOSAL EVALUATION: Proposals will be evaluated according to the completeness, content, experience with similar projects, ability of the offeror and it’s staff and cost. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the University, and/or the State.

5. COMMENCEMENT OF SERVICES: After proposals are evaluated, and offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.

6. REQUEST FOR OFFERS: Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.

7. ORAL EXPLANATIONS: The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

8. REFERENCE TO OTHER DATA: Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.

9. ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

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

   It is desirable that all responses meet the following requirements:
   • All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30% and indicate this information accordingly on the response.
   • Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
   • Materials should be submitted in a format which allows for easy removal and recycling of paper materials.

10. COST FOR PROPOSAL PREPARATION: Any costs incurred by offerors in preparing or submitting offers are the offerors’ sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.

11. TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of forty-five (45) days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.
12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

13. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the University are exempt from this provision.

14. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.

15. **OFFEROR’S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s proposal.

16. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

17. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

18. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

19. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina Central University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

20. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: [http://www.state.nc.us/pandc/](http://www.state.nc.us/pandc/).

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina’s resident offerors. The “Principal Place of Business” is defined as the principal place from which the trade or business of the offeror is directed or managed.
1. **GOVERNING LAW:** Any resulting 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 any resulting contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.

4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of any resulting contract without prior written approval by the University’s Contract Administrator. The individuals designated as key personnel for purposes of any resulting contract are those specified in the Contractor’s proposal.

5. **SUBCONTRACTING:** Work proposed to be performed under any resulting 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. **INSPECTION AT CONTRACTOR’S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University’s determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

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

In case of default by the Contractor, the University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the University.

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

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

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

8. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall
be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

9. **TERMINATION:** The University may terminate any resulting agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

10. **CONTRACTOR TERMINATION:** The contractor may terminate the contract by providing written notice to the University at the address shown in this proposal at least thirty (30) days before the effective termination date.

11. **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.

12. **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 Agency.

13. **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 any resulting contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.

14. **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.

15. **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.

16. **ASSIGNMENT:** No assignment of the Contractor’s obligations nor the Contractor’s right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:
   a. Forward the contractor’s payment check(s) directly to any person or entity designated by the Contractor, or
   b. Include any person or entity designated by Contractor as a joint payee on the Contractor’s payment check(s).

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

17. **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.

18. **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.

19. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
20. **INSURANCE:** During the term of any resulting contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

   a. **Worker’s Compensation -** The contractor shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $500,000.00, covering all of Contractor’s employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

   b. **Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis** in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).

   c. **Automobile - Automobile Liability Insurance,** to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be $1,000,000.00 bodily injury and property damage; $1,000,000.00 uninsured/under insured motorist; and $1,000.00 medical payment.

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

21. **ADVERTISING:** Contractor shall not use the existence of any resulting contract or the name of the State of North Carolina or North Carolina Central University as part of any advertising without prior written approval from the University.

22. **ENTIRE AGREEMENT:** Any resulting 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 response are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

23. **AMENDMENTS:** Any resulting contract may be amended only by written amendments duly executed by the University and the Contractor.

24. **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.

25. **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.

26. **GENERAL INDEMNITY:** The contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of
this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the University’s agents who are involved in the delivery or processing of contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

27. OUTSOURCING: Any vendor or subcontractor providing call or contact center services to the University or State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the University agent responsible for the contract.

Vendor must give notice to the University of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

28. PRICING: All prices offered herein shall be firm against any increases. Request by the contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the option of accepting a contractor's proposed cost increase or canceling the service and seeking proposals from other contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve month period of the request.