

**STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS**

RFP # 59-P9145

TITLE: **Occupancy Sensor Installation Project (Residence Halls)**
USING AGENCY: North Carolina A&T State University
ISSUE DATE: **April 29, 2008**
ISSUING AGENCY: N.C. A&T State University
Physical Plant/DeHuguley Building
1601 East Market Street
Greensboro, NC 27411
Guilford County

Sealed Proposals subject to the conditions made a part hereof will be received on **May 13, 2008 at 3:00 p.m. in the Hazmat Facility Conference Room located at 1905 Lutheran Street, Greensboro, N.C.** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP NO. 59-P9145 Physical Plant/DeHuguley Building N.C. A&T State University 1601 E. Market Street Greensboro, NC 27411 Attn: Jorenda Lennon	RFP NO. 59-P9145 Physical Plant/DeHuguley Building N.C. A&T State University 1601 E. Market Street Greensboro, NC 27411 Attn: Jorenda Lennon

IMPORTANT NOTE: Indicate firm name, 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: **Jorenda Lennon**
N.C. A&T State University
Physical Plant/DeHuguley Building
1601 East Market Street
Greensboro, NC 27411
Guilford County
Office: 336-256-0807
Fax: 336-334-7214
jorenda@ncat.edu

NOTE 1: **A Mandatory Site Visit and Conference** for all prospective Offerors is scheduled for **May 6, 2008 at 10:00 a.m. in the Hazmat Facility Conference Room located at 1905 Lutheran Street, Greensboro, N.C.** Prospective Offerors are encouraged to submit written questions in advance. A summary of all questions and answers will be posted on the internet as an addendum, located under the **RFP #59-P9145** being modified. Proposers should take any necessary measurements at the site-visit. Campus map is available at http://www.ncat.edu/campus/map_spring_05.pdf

NOTE 2: Questions concerning the specifications in this Request for Proposals must be submitted in writing and will be accepted until **2:00 p.m. on May 9, 2008.**

A summary of all questions and answers will be posted on the internet as an addendum located under the **RFP # 59-P9145** being modified.

It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

<http://www.doa.state.nc.us/pandc/>

INTRODUCTION:

North Carolina A&T State University is located in Greensboro, North Carolina. It is a public comprehensive, land-grant institution, one of only three engineering colleges in the state, and is a part of the University of North Carolina system.

The University's mission is to provide undergraduate and graduate instruction, scholarly, creative research, and effective public service. The University offers undergraduate and graduate programs with an emphasis on engineering, technology, science, mathematics, business, arts, agriculture, teaching, and nursing.

PURPOSE:

North Carolina Agricultural and Technical State University (NC A&T) seeks proposals from qualified contractors to install occupancy sensors in our residence halls per the scope of work herein.

WORK SITE

1. HALEY HALL
2. COOPER HALL
3. VANSTORY HALL
4. HOLLAND HALL
5. BARBIE HALL
6. MORRISON HALL
7. MORROW HALL
8. CURTIS HALL

Part 1- General

The contractor is responsible for all labor, materials, and rental equipment to complete this project.

1.1 WORK INCLUDES

- A. Contractor's work is to include all labor, materials, tools, appliances, control hardware, sensors, wire junction boxes and equipment necessary for and incidental to the delivery, installation and furnishing of a completely operational occupancy system lighting control system as described herein.

1.2 SYSTEM DESCRIPTION

- A. The objective of this section is ensure proper installation of the occupancy sensor based lighting control system so that lighting is turned off automatically after a reasonable time delay when a room is vacated by the last person to occupy said room or area.
- B. The occupancy sensor based lighting control shall accommodate all conditions of space utilization and irregular work hours and habits.
- C. Contractor shall warrant all equipment furnished in accordance to this specification to be undamaged, free of defects in materials and workmanship and in conformance with the specifications. The supplier's obligation shall include repair and replacement, and testing without charge to the owner, all or any parts of equipment which are found to be damaged, defective or non-conforming and returned to the supplier. The warranty shall commence upon the owner's acceptance of the project.

Part 2- Products

- 2.1
 - A. All products are to be Watt Stopper or pre approved equal.
 - B. All products shall be Watt Stopper product numbers:
 1. Ceiling Sensors DT-200
 2. Wall Sensors WS-200
 - C. Wall sensors shall be capable of providing 180 degree coverage with a maximum of 900 square feet
 - D. Wall switch sensor must have dual 120/277 operation
 - E. Wall sensor must be compatible with all electronic ballasts
 - F. Wall sensor must not allow any leakage to load in the off mode and sensor is safety grounded.
 - G. Ceiling Sensor shall utilize infrared and ultra sonic technologies.
 - H. Ceiling Sensor must work with low voltage momentary switches to provide manual control.
 - I. Ceiling Sensor must cover 1000 square feet of motion
 - J. Ceiling Sensor must have LED's to indicate occupancy detection.
 - K. Ceiling Sensor must have 8 occupancy logic options.
 - L. Ceiling Sensor must have 24 VDC/VAC and half-wave rectified AC.
 - M. Ceiling Sensor shall have 40 kHz frequency Ultra sonic transmission.
 - N. All sensors shall be capable of operating normally with all types of electronic ballast.

- O. Coverage sensors shall remain constant after the sensitivity control has been set. No automatic reduction shall occur in coverage due to cycling of air conditioners or heating fans.
- P. Gauge wire shall be 75 degrees Celsius THW, THW a solid.
- Q. Contractor is to use 700 series wire mold for ceiling mounted sensors.

Part-3- Execution

3.1 INSTALLATION

- A. It shall be the contractor's responsibility to locate and aim sensory in the correct location required for the complete and proper volumetric coverage within the range of coverage(s) of controlled areas per the manufactures recommendations. Rooms shall have ninety to one-hundred percent coverage to completely cover the controlled area to accommodate all occupancy habits of single or multiple occupants at any location in the room(s). The contractor will provide additional sensors to if required to completely cover the respective room.
- B. Proper judgment must be exercised in executing the installation of so as to ensure the best possible installation in the available space and overcome local difficulties due to space limitations or interference of structural components

4.1 ADDITIONAL SCOPE ITEMS

- A. Install all products according to manufactures specifications and recommendations.
- B. Contractor/Vendor is required to contact the Project Manager and sign in at facilities prior to the start of all work.
- C. Contractor is to only follow directives from Project Manager only.
- D. Do not obstruct walkways, exits or other occupied or used facilities without written permission from authorities having jurisdiction.
- E. Protect walkways, plant materials, loading docks, building entrances, and building facilities during construction or repairs.
- F. Contractor is responsible for locating utilities prior to installation (if applicable).
- G. Remove and legally dispose of debris off-site daily. (campus dumpsters **cannot** be used).
- H. Return construction area back to original condition.
- I. All work must pass Facilities inspection.
- J. Promptly repair damage caused by construction or repairs in a manner that eliminates evidence of patching or refinishing.
- K. Contractor is responsible for all damages that may occur during construction.
- L. Poor workmanship will not be accepted.
- M. All work to be performed in accordance with NC Building Code latest edition.
- N. If contractor detect any discrepancy about the direction of Scope of Work, the Project Manager is to be contacted immediately before work resumes.
- O. Liquidated damages in the amount of \$200.00 per calendar day for failing to finally complete the work on time will be charged by the Owner for any work not completed by the time established for final completion.

NOTE 3: All prospective bidders shall acquaint themselves with the conditions and requirements of the task to be performed prior to submitting a bid. It shall be the responsibility of the contractor to inform the Project Manager if there are any incorrect items in any portion of the bid package that a prudent bidder would recognize as affecting the work called for or implied by this bid.

License Required: Greensboro Business License. NC Electrical Contracting License is required. Please refer to the North Carolina General Statute 87-1 for additional licensing information.

Qualifications of Bidder: The successful bidder should have at least five (5) years of experience in similar type work. Bidder shall be one regularly engaged in a business of installing the type of equipment specified herein.

Training: All workers shall be familiar with standard practices and methods related to the specified work herein. Contractor shall provide the necessary training and supervision to accomplish this task. Contractor shall include all training as required by Local, State, and Federal Law including the "Right to Know Training" and OSHA Safety requirements. Contractor shall provide all workers with safety equipment and safety gear.

Conduct / Appearance: All workers must be neat, clean, and uniformed in appearance. They must wear an Identification badge with the name and company name or logo at all times while on campus.

Workmanship: All workmanship, and materials necessary for this job shall be of high quality to be acceptable. N.C. A&T State University reserves the right to be the sole judge as to what constitutes a satisfactory job.

Warranty: A standard one year warranty on workmanship and the manufacturer's warranty on all material used.

Work Completion Specifications: This contract shall be a turnkey project. Contract shall start on the date of receipt of a valid Purchase Order. The work must be finally completed **within 30 calendar days**. Completion of project is when all work has been inspected and approved by the Project Manager.

Working Hours: Normal working hours are from 7:00 am to 5:00 p.m. Mondays and Fridays. Working outside of these hours may be granted with prior approval from the Project Manager.

Award Terms: The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by the State to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

Award Criteria: This contract shall be awarded at the discretion of the University. Qualified bids will be evaluated and acceptance made in accordance with the award criteria provided. Responses will be weighted as follows:

Award Evaluation Criteria	Reference	Weighting (%)
a) <u>Vendor/Contractor Reputation</u>	References Provided	25
b) <u>Capabilities of the Contractor to compete the project to spec and in the time-frame allotted.</u>	Technical Approach	35
c) <u>Cost</u>	Cost Sheet	40
Total:		100

Contract Award: It is the general intent of the University to award this contract to the most responsive and responsible Offeror. The definition of “responsive” for the purpose of this text is a proposal that contains all the information and level of detail requested in the RFP. The term “responsible” has been interpreted to imply expertise, experience, the ability to use sound judgment when staffing projects, and the integrity necessary to the faithful performance of the contract. Award of a contract to one Offeror does not mean that the other bids lacked merit, but that all factors considered the selected bid were deemed most beneficial to NC A&T State University. Acceptance shall be confirmed by the issuance of a purchase order from the University.

Contract Cancellation Due To Unsatisfactory Performance and/or Workmanship: The general reputation and performance of the Contractor is a reflection on NC A&T State University. This contract may be cancelled at any time by reason of unsatisfactory work performance or other default of the Contractor upon written notice by the University. The University at their discretion reserves the right to contract with the next lowest bidder if deemed to be in the best interest of the University.

Basis for Rejection: Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offers; or any other determination that rejection would be in the best interest of the State.

References: Please list below references where your company has performed similar type of work described herein. North Carolina A&T State University will contact these references to determine quality of services rendered. Such information will be considered in the evaluation of the bid. Only provide references for the type of work specified herein.

NO.	Company Name	Contact Name	Telephone Number	Email Address	Services Rendered	Date of Service
1						
2						
3						
4						
5						

EVALUATION OF PROPOSALS

Designated University staff members shall evaluate the proposals received.

ORAL EXPLANATIONS

The University at its option may request oral presentations, or discussions with any or all Offerors for the purpose of clarification or to amplify the material presented in any part of the technical proposal. However, Offerors are cautioned that the University is not required to request clarification; therefore, all proposals should be complete and concise and reflect the most favorable terms available from the Offeror. The University shall not be bound by oral explanations or instructions given at any time during the competitive process prior to award.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

- 1) Contractor agrees to read this proposal package thoroughly and in its entirety.
- 2) The Project Manager or his assignee will be the contact person(s) for the contractor for the project.
- 3) The Contractor agrees to work directly with NC A&T State University via the Project Manager or his assignee in connection with carrying out and conducting all of the duties and responsibilities stated in this contract.
- 4) The contractor's personnel shall adhere to all specifications of the contract and abide by all policies and regulations set forth by NC A&T State University.
- 5) The contractor must provide a written work schedule to the Project Manager prior to commencing any work. This schedule will be reviewed each day with the Project Manager and/or their assigned person.
- 6) The contractor must update the work schedule in writing upon each change in status and completion of each phase of the project.
- 7) NC A&T State University reserves the right to inspect all work performed to determine whether service is satisfactory. Failure to satisfactorily perform any service outlined in this RFP may be grounds for cancellation of contract.
- 8) Should changes be required they will be given to the contractor in writing by the Project Manager or their designated assignee.
- 9) Travel expenses incurred by the contractor shall be the responsibility of the contractor.
- 10) Cost of Proposal Preparation: Any costs incurred by the Offeror in preparing or submitting proposals are the Offerors sole responsibility; the University shall not reimburse any Offeror for any costs incurred prior to award.
- 11) Parking Regulations: Vehicles belonging to the Contractor and/or their employees should only be driven on streets and service drives. Vehicles should not be parked at anytime on the sidewalks or grass. Parking permits may be purchased from the University Police Office located at the Parking Deck. Contractors and/or their employee's vehicles ticketed or towed for violation of campus parking regulations are the sole responsibility of the Contractor and/or their employees.

ADDITIONAL:

TAXES: NC State is tax exempt.

PAYMENT TERMS: Payment will be made within 30 days after proper invoice is submitted for payment. There will be **NO** partial payments.

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 - ***one (1) original and one (1) copy will be received from each Offeror in a sealed envelope or package.*** The 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 N.C. A&T State 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. Additional Proposal Evaluation Items. The following items are not listed in any ranking order of importance:
 - **Completeness of Proposal** (All copies and requested information must be included in your package)
 - **Content of Proposal** (The information included in the package must be relevant to the project)
 - **Experience with similar projects** (References must be included pertaining to similar type work described herein)
 - **Ability to provide services in a timely manner** (All work must be completed within a reasonable time and by the established deadline date herein or provided at the pre-construction conference)
 - **Cost** (Cost sheet must be filled out and signed)
9. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to accept or reject any and all offers, to waive informalities, and to re-advertise when it is deemed to be in the best interest of the State.

PROPOSAL REQUIREMENTS

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

Corporate Background and Experience
#Financial Statement
Project Staffing and Organization
Technical Approach
Insurance Certificate
Cost Proposal

1. Corporate Background and Experience

This section shall include information on the organization and should give details of experience with similar projects. Provide references including contact persons and telephone numbers for whom similar work has been performed shall be included. Provide a W-9.

2. Financial Statement

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

3. Project Organization

This section must include the proposed staffing of personnel and the responsibilities of each person to be assigned to this project.

The Offeror shall provide information as to the qualifications and experience of all personnel to be assigned to this project.

4. Technical Approach

This section shall include an outline of the Offeror's approach to accomplishing the tasks specified in the Scope of Work section of this RFP. Include the projected work schedule for accomplishing the task specified herein.

5. Outsourcing

The Vendor must detail the manner in which it intends to utilize resources or workers located outside of the United States, and the State of North Carolina will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of the State.

For any proposed or actual utilization or contract performance outside of the United States, the Offeror's proposal must include:

- a) The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractors.

The State may initiate proceedings to debar a vendor from participation in the bid process and from contract award as authorized by North Carolina law, if it is determined that the vendor has refused to disclose or has falsified any information provided herein.

6. Insurance Certificate

(See North Carolina General Contract Terms and Conditions, item 17)

7. Cost Proposal

Cost proposal shall include all cost associated with the project:

- Labor costs including overhead
- Travel and Subsistence Expenses
- Shipping and Freight cost
- Subcontractor Costs
- All Other Costs associated with providing a complete and operational ready to use product or service.

may be requested if deemed to be in the best interest of the University

COST PROPOSAL

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

1. This proposal is signed by an authorized representative of the firm.
2. It can obtain insurance certificates as required within **10 calendar days** after notice of award.
3. 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.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. The Offeror has attended the *mandatory* conference/site visits and is aware of prevailing conditions associated with performing these services.
6. The Offeror can and will provide the specified performance bond or alternate performance guarantee such as a 10% bid bond if requested.
7. The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. Exceptions if any shall be listed on a separate sheet of paper and included in your proposal package.

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 90 days from the date of the opening, to furnish the subject services for the cost listed below:

HALEY HALL \$ _____

COOPER HALL \$ _____

VANSTORY
HALL \$ _____

HOLLAND HALL \$ _____

BARBIE HALL \$ _____

MORRISON
HALL \$ _____

MORROW
HALL \$ _____

CURTIS HALL \$ _____

GRAND TOTAL \$ _____

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

Will any of the work under this contract be performed outside the United States?
(If yes, describe in technical proposal.)

Yes No

BY: _____ TITLE: _____ DATE: _____
(Signature)

(Typed or printed name)

ACCEPTANCE OF PROPOSAL

(NC A&T STATE UNIVERSITY)

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

SERVICE CONTRACTS

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

Issuing Agency: North Carolina A & T State University, Solicitation #59-P9145

Agency Contact: Jorenda Lennon (336-256-0807)

Solicitation Title: **Occupancy Sensor Installation Project**

Type of Services: Occupancy Sensor Installation

OFFEROR: _____ City & State: _____

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

Service City/Province/State Country

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____	_____	_____
_____	_____	_____

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

Service Subcontractor City/Province/State Country

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

GENERAL INFORMATION ON SUBMITTING PROPOSALS

- EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
- ORAL EXPLANATIONS:** N.C. A&T State University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
- ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

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 copies are printed **double sided**.
 - 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-reusable 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.
- COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility, the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 - TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer, which may be accepted within a period of ninety (90) days. Although the contract is expected to be awarded prior to that time, the 90-day period is requested to allow for unforeseen delays.
 - TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 - CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of N.C. A&T State University, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of N.C. A&T State University, from contract award. Only discussions authorized by N.C. A&T State University are exempt from this provision.
 - RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of N.C. A&T State University when received.
 - OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 - SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
 - PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is, shall be determined by North Carolina law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, NCA&TSU invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** A party wanting to protest a contract award handled by N.C. A&T State University must submit a written request for a protest meeting to the Director of Purchasing, which must be received in Purchasing 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. A final decision for this protest will be reached within twenty - (20) working days. If we are unable to inform you by this date, a written letter will be sent to you advising you of the reason and the date. If not, the Director of Purchasing 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 Purchasing will respond to the protesting party in writing with a decision within the 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 Purchasing they may appeal, following the same procedures as described above, to the Assistant Vice Chancellor for Business and Finance/Business Manager. The protesting party may make a final appeal to the Vice Chancellor for Business and Finance following the same procedures.
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.doa.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.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.doa.state.nc.us/pandc/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

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

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency'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 Agency'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 Agency 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 Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, N.C. A&T State University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. N.C. A&T State University reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to N.C. A&T State 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 State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

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 Agency may terminate this agreement at any time by **(thirty) 30 days** notice in writing from the Agency 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 Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse N.C. A&T State University for loss of damage of such property.

12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, N.C. A&T State 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 N.C. A&T State University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

18. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name the State of North Carolina as part of any commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save N.C. A&T State 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 N.C. A&T State University has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to N.C. A&T State University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

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

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

5/12/2006

PHYSICAL PLANT
PROJECT
QUALITY PERFORMANCE EVALUATION

	YES	NO	POINTS
1. Did the contractor start the project on time? (Deduct 1 point for each day after P.O. awarded)	Y	N	_____ (10)
2. Did the contractor commit any safety violations? (Deduct 2 points for each noted violation)	Y	N	_____ (10)
3. Did the contractor submit a written schedule?	Y	N	_____ (5)
4. Was there a project supervisor on the job site? (Deduct 1 point for each day without a supervisor)	Y	N	_____ (5)
5. Was the project staffed according to the specs? (Deduct 2 points for each day not properly staffed)	Y	N	_____ (10)
6. Did the contractor use excellent quality material (Exceed spec. (15), Yes (10), No (0))	Y	N	_____ (10)
7. Did the contractor utilize excellent quality workmanship? (Excellent (15), Good (10), Fair (5), Poor (0))	Y	N	_____ (15)
8. Was the work performed to the specifications? (Deduct 3 points for each major deviation)	Y	N	_____ (15)
9. Was the project completed on time? (Deduct 2 points for each day late)	Y	N	_____ (10)
10. Was professional courtesy rendered? (High level (10), Fair (5), None (0))	Y	N	_____ (10)
(Maximum points available 100)			Total Points: _____

Comments: _____

Contractor Name: _____

Project Name & Number: _____

Project Manager: _____ **Date:** _____