



UNC CHARLOTTE

**University of North Carolina at Charlotte
REQUEST FOR PROPOSALS**

RFP #66-140037 SC

TITLE: University Brand and Image Marketing Research RFP

USING DEPARTMENT: University Communications

ISSUE DATE: January 13, 2014

CLOSING DATE: February 3 @ 2:00 PM

**ISSUING AGENCY: UNC Charlotte
Purchasing Department**

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 PM, February 3, 2014** for furnishing services described herein. Proposals are subject to rejection unless submitted on the form(s) provided. This proposal as well as any addenda is posted to the North Carolina Interactive Purchasing website at <https://www.ips.state.nc.us/IPS/Default.aspx>. It is the vendor's responsibility to check for updates and include them with their proposal.

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS SHOWN BELOW:

**RFP # 66-140037 SC
UNC Charlotte
Purchasing Department (Reese Bldg.)
9201 University City Blvd
Charlotte, NC 28223**

IMPORTANT NOTE: Indicate firm name and RFP number on the front of your sealed proposal package, along with the closing date for receipt of proposals as specified above.

RFP's submitted via fax machine, telephone, and/or e-mail, in response to this Request for Proposals will not be acceptable.

**Direct ALL inquiries concerning this RFP to: Sharon Caruthers, Senior Purchasing Agent
caruthers@uncc.edu**

Questions concerning this RFP must be received via email no later than: January 21, 2014 @ 2:00PM

The Proposal Process

The University of North Carolina at Charlotte, hereinafter to be referred to as the 'University' or 'UNC Charlotte', invites vendors, hereafter referred to as 'Contractor' or 'Offeror', to submit responses to this Request for Proposals (RFP) in accordance with the terms, conditions, and specifications that are included herein.

The following is a general description of the process by which a firm will be selected to provide this service.

1. Request for Proposals (RFP) is issued.
2. A pre-proposal conference and/or deadline for written questions is set.
3. Proposals -- **one (1) original and one (1) electronic version on a flash drive or CD, along with any required samples** -- will be received from each offeror in a sealed envelope or package. The proposal shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. Faxed or emailed proposals will not be considered.
4. All proposals must be received by the issuing agency 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 will be announced. Interested parties are cautioned that the proposals and their components are subject to further evaluation for completeness and will not be made public until after award of contract.
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. Contractors are cautioned that the University is not obligated to ask for, nor accept, after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The University may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial proposal should be submitted on the most favorable and complete pricing and technical terms possible.
7. Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the offeror and its staff, and cost. 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 most advantageous to the University.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and this solicitation does not commit The University of North Carolina at Charlotte or the State of North Carolina to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposals, if it is in the best interest of the University to do so.

Prohibited Communications: FROM THE ISSUANCE DATE OF THIS RFP THROUGH THE DATE THE CONTRACT IS AWARDED, EACH OFFEROR (INCLUDING ITS SUBCONTRACTORS AND/OR SUPPLIERS) IS PROHIBITED FROM HAVING ANY COMMUNICATIONS WITH A PERSON AT THE UNIVERSITY CONNECTED TO THIS SOLICITATION DISCUSSING THE CONTENT OF OFFEROR'S PROPOSAL OR QUALIFICATIONS, THE CONTENTS OF ANOTHER OFFEROR'S PROPOSAL, ANOTHER OFFEROR'S QUALIFICATIONS OR ABILITY TO PERFORM THE CONTRACT, AND/OR THE TRANSMITTAL OF ANY OTHER COMMUNICATION OF INFORMATION THAT HAS THE EFFECT OF DIRECTLY OR INDIRECTLY INFLUENCING THE EVALUATION OF PROPOSALS AND/OR THE AWARD OF THE CONTRACT. OFFERORS NOT IN COMPLIANCE WITH THIS PROVISION SHALL BE DISQUALIFIED FROM CONTRACT AWARD, UNLESS IT IS DETERMINED THAT THE BEST INTEREST OF THE STATE WOULD NOT BE SERVED BY THE DISQUALIFICATION. AN OFFEROR'S PROPOSAL MAY BE DISQUALIFIED IF ITS SUBCONTRACTORS OR SUPPLIERS ENGAGE IN ANY OF THE FOREGOING COMMUNICATIONS DURING THE TIME THAT THE PROCUREMENT IS ACTIVE (I.E., THE ISSUANCE DATE OF THE PROCUREMENT TO THE DATE OF CONTRACT AWARD). ONLY THE DISCUSSIONS, COMMUNICATIONS OR TRANSMITTALS OF INFORMATION AUTHORIZED IN THIS RFP OR GENERAL INQUIRIES TO THE PURCHASING AGENT REGARDING THE STATUS OF THE CONTRACT AWARD ARE EXEMPT FROM THIS PROVISION. ALL COMMUNICATION DURING THE PROCUREMENT PROCESS MUST BE DIRECTED TO THE PURCHASING AGENT LISTED ON THE FIRST PAGE OF THIS DOCUMENT.

GENERAL INSTRUCTIONS FOR SUBMITTING PROPOSALS

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

Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.
7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45 day period is requested to allow for unforeseen delays.
8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the University, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the University when received.
11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #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.

15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the University resulting from this solicitation, they must submit a written request to the Director of Materials Management, UNC Charlotte, 9201 University City Blvd, Charlotte, NC, 28223. This request must be received within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.doa.state.nc.us/pandc/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)
16. **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/>.
17. **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.
18. **Questions Concerning the RFP** – All questions or requests for clarification or interpretation of this RFP and its associated documents shall be identified by UNC Charlotte's RFP number and must be received in writing via e-mail. All questions are to be directed to the Purchasing Agent listed on the first page of this document and must be received by the stated deadline.

All responses to these questions will be in the form of an addendum to be shared equally with all offerors, as appropriate. UNC Charlotte will not be responsible for oral instructions.
19. **Execution** - An official authorized to bind the company must sign the Proposal Response. Failure to sign under the EXECUTION section will render proposal invalid.
20. **Obligations of The University of North Carolina at Charlotte** – Neither the transmission of this RFP to a prospective offeror nor the acceptance of a reply should imply any obligation or commitment on the part of UNC Charlotte. Specifically, there will be no obligations to pay for proposal preparation work, site visits, pre-project work or any obligation to enter into a contract or agreement. UNC Charlotte reserves the right to accept or reject any offer submitted.

THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE
REQUEST FOR PROPOSAL #66-140037 SC
University Brand and Image Marketing Research

1) BACKGROUND

The University of North Carolina at Charlotte was established in 1965 by the North Carolina General Assembly which transformed Charlotte College, with beginnings in 1946, into a campus of The University of North Carolina. It is organized into the following seven colleges: College of Arts & Architecture, College of Liberal Arts & Sciences, College of Business, College of Education, College of Engineering, College of Health and Human Services, and the College of Computing and Informatics. It offers a broad array of degree programs at the undergraduate, graduate, and doctoral levels and also in graduate certificate programs

Enrollment is approximately 25,000 with 19 % of the students pursuing graduate degrees. The university is expected to reach enrollment of thirty thousand students by the year 2020.

2) INVITATION

The University of North Carolina at Charlotte is seeking a vendor partner to conduct market research regarding the brand and image of the University.

3) SCOPE OF WORK

The main components to the scope of work that the University is requesting are listed below. The successful bidder will demonstrate a proficiency in addressing the following components of the proposal. Additionally, bidders are encouraged to include fundamentals of the development process of a research initiative that do not appear below.

3.1 University brand and image research: The University is seeking a vendor partner to develop and deploy a set of research instruments to gather data from the local and regional marketplace for the University that will help clearly define the current perception of the institution.

The research should focus on the target audiences as identified here unless otherwise specified:

- Faculty/Staff
- Current students
- Alumni and Donors
- Charlotte Business Community
- Prospective Graduate Students
- Prospective Undergraduate Students

The research initiative must be developed within the framework of the entire University community, so that the final deliverable(s) are received with a level of precast support and acceptance. Internal buy-in is important and estimated client contact time should reflect this. Partnership opportunities already exist with groups such as the Campus Communicators, Deans Council and others.

Vendors are expected to address how specifically they would execute this research across the identified audience groups.

This selected research initiative will be implemented collaboratively by the chosen vendor and the office of University Communications. Exact roles are to be determined.

Development of the initiative can be described in these stages:

- Client discovery, contact and review
- Instrument/tool development and approval
- Implementation and data gathering
- Measurement, assessment and presentation of the findings

The chosen vendor could be retained through all of these stages. Any further communications or advancement activities developed as a result of this research would be covered by a separate RFP process, though the University could decide to retain the research vendor for this work.

While interacting with the University throughout the project, the selected firm will report directly to the University's Director of Marketing.

3.2 Outcome & Success Measurement: The proposal must include a metric of success guideline that measures the effectiveness of the research initiative. It can use for comparison sake, the last baseline research done for this purpose in 2006, the results of which will be made available to the selected vendor.

3.3 Deliverables: The final deliverables of the initiative will include a summary document that describes the process, methodology and findings of the initiative and documentation of the raw data collected through the process.

3.4 Timeline: With an expected vendor selection to be completed by the end of February 2014, we would expect this research initiative to be complete and delivered by June 16, 2014.

3.5 Budget: The expected budget for the research initiative is approximately \$50,000 which would include all project hours, travel, meals, materials and incidental expenses.

4) PROPOSAL CONTENTS

RFP Format & Submission – It is imperative that your proposal be submitted according to the following instructions. All materials must be provided in the designated format(s); failure to do so may result in the removal of your proposal from consideration.

Responses must be in **one (1) fully executed original and one (1) electronic version on a flash drive or CD, along with any required samples** delivered to the address listed on page #1.

RFP Responses will require supporting documentation in addition to the return of the completed **Execution of Proposal, Service Locations, and Vendor Information** forms contained in this document. Please ensure that all such information is included with your proposal. These forms are provided to allow the University to more easily analyze the pertinent qualitative and quantitative facts of each proposal objectively.

In order to be considered for award, proposal submissions must contain, at minimum, the following:

- Company background and qualifications
- Responses to all of the Scope of Work requirements and responsibilities above:
 - Detail the execution of the research
 - Include metric that would measure the success of the research initiative
 - Describe the resulting deliverable from this research that would be presented to the University

- Include any other industry knowledge-based ideas that would enhance the result of the research
- **Three (3)** references from similar projects as described above (Similar size academic institutions)
- Pricing breakdown
- Optional work samples from previous research projects

5) EVALUATION CRITERIA

UNC Charlotte has established a committee which will evaluate all submissions and supporting documentation provided. Evaluation of each proposal relative to the others shall be given due consideration according to the following selection criteria below.

Proposals received will be evaluated under the provisions of a ‘Best Value’ procurement. Best Value procurement means the selection of a contractor is based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor. The award decision will be made based on multiple factors including, but not limited to, overall cost and the probability of performing the stated requirements on time with high quality results. Therefore, the lowest price offered does not guarantee an award.

Contractors are cautioned that the University is not obligated to ask for, nor accept, after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The University may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial proposal should be submitted on the most favorable and complete pricing and technical terms possible.

Selected Finalists may be asked to meet with the evaluation committee for oral presentations. The evaluation committee may also request a review of the Contractor’s business operations and plant facilities.

A contract will be awarded to the vendor whose proposal best meets the University’s mission, goals, and business objectives by providing the best overall value and most benefits with the least amount of risk.

1. Background/Qualifications	20%
2. Requirements/Responsibilities	60%
3. References	10%
4. Pricing	10%

EXECUTION OF PROPOSAL

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

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

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

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

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

The potential contractor has read and understands the North Carolina Terms & Conditions (T&C's) set forth in this RFP and agrees to them with no exceptions. If a contractor takes exception to any of the North Carolina T&C's, a copy of negotiable terms and conditions may be included with the proposal response for the University to review. Inclusion of additional T&C's does not mean they will be accepted by the University, only that they will be reviewed and negotiated if the contractor is recommended for award. Please note that firms who agree to the North Carolina T&C's without exception or inclusion of additional terms will be given preferential consideration for contract award.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Furthermore, by executing this proposal, I certify that I, and each of my subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

OFFEROR: _____

ADDRESS: _____

CITY, STATE: _____

COUNTY, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

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

(Typed or printed name)

ACCEPTANCE OF PROPOSAL FOR UNC CHARLOTTE

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

SERVICE LOCATIONS

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 proposal.

Issuing Agency: UNC CHARLOTTE

Solicitation #66-140037 SC

University Brand and Image Marketing Research RFP:

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.)

University of North Carolina at Charlotte Vendor Information Form (aka Taxpayer Information Form)

PAYMENTS WILL NOT BE RELEASED UNTIL THIS FORM IS COMPLETED AND RETURNED.

We are required by federal law to obtain this information for each person to whom the University makes a payment. Failure to provide this information may result in payments being subject to 28% backup withholding and penalties imposed by the IRS. Once the form is completed, fax to 704-687-1450, or mail to UNC Charlotte, Travel & Complex Payments, 9201 University City Blvd, Reese Building, 3rd Floor, Charlotte, NC 28223. **THIS FORM IS FOR U.S. PERSONS ONLY.** A resident alien is considered a US person for tax purposes. If you are a foreign person, complete Vendor Information Form - Foreign Persons (Form W-8BEN) and the Foreign National Information Form - Visitor Version (<http://finance.uncc.edu/forms/travel-complex-payments>). For questions regarding any of these forms, please contact vendor-setup@uncc.edu or 704-687-5764.

Part 1: TAX STATUS (complete the section that applies)

US Individuals: (Form 1099 reportable) (Individuals are *not* a "doing business as", a company name, or alternative)

Individual Name (as shown on your tax return): _____

Individual Social Security Number: _____

US Sole Proprietor: (Form 1099 reportable) (A sole proprietorship may have a "doing business as" trade name, but the legal name is the business owner). If you supplied your personal SSN as the Tax ID, you must provide your name as it is issued with your SSN. If you provided an EIN provided to you by the IRS for your business, you must provide the legal business name registered for EIN.

Business Owner's Name (as shown on your tax return): _____

Business Owner's Social Security Number: _____

Business or Trade Name: _____

Business EIN: _____

US Partnership, Limited Liability Partnership, Limited Liability Company or Trust, etc.: (Form 1099 reportable) (Non-corporations)

Name of Partnership/Company Name (as shown on your tax return): _____

Partnership's/Company's Employer Identification Number: _____

US Corporation (must be a "C" or "S" corporation only), Exempt organization, or Federal, State or Local Government Agency:

Name of Corporation or Entity (as shown on your tax return): _____

Employer identification Number: _____

Required: Check the correct status below. **If a status is not selected, a 1099 will be issued regardless of status.**

- _____ Corporation, not medical, healthcare or legal service provider
- _____ Corporation, medical, healthcare or legal services (all 1099 reportable)
- _____ Tax exempt organization under 501(a), or IRA
- _____ The United States or any of its agencies or instrumentalities
- _____ A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- _____ A foreign government or any of its political subdivisions located in the U.S. or U.S. Territories

Part 2: ADDRESS

	Order Address	Payment Remittance (Remit to) Address
Address Line 1:	_____	_____
Address Line 2:	_____	_____
City, State, Zip Code:	_____	_____
Country:	_____	_____
Phone Number:	_____	_____
Fax Number:	_____	_____
Email Address:	_____	_____
Contact Person's Name:	_____	_____

Part 3: OTHER INFORMATION

Business Classification (Check all that apply)

_____ Asian

_____ American

_____ African American

_____ Hispanic American

_____ Disable Owned

_____ American Indian

_____ Women Owned

Does your company accept Purchase Orders electronically? Yes No

If so, please provide your preferred method.

Email

Fax

CXML

UNC Charlotte Payment Terms are Net 30.

If alternate terms have been approved through contract with the University, indicate those terms here _____

(Purchasing Approval required)

Part 4: CERTIFICATION **Signature (NOT a typed name) is required.**

Under penalties of perjury, I certify that (1) the number shown above is my correct taxpayer identification number; (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding; (3) I am a US person (including a US Resident Alien); and (4) the information provided is complete and accurate as of this date.

Signature: _____

Date: _____

Printed Name: _____

AP010 - Vendor Information
Form

Last Revised: 10/10/13

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

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 University.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

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

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

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
7. **TERMINATION:** The University may terminate this agreement at any time by *30 days* notice in writing from the University to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **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 University is responsible for all payments to the contractor under the contract. Payment 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 University 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 University.

11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.

12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the University's internal auditors 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 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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

15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$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 \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.

19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the University and the Contractor.

21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

22. **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 University 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.

23. **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 University. 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.

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

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

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

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

Revised 10/25/2010