

NC STATE UNIVERSITY

Raleigh, North Carolina Request for Proposals (RFP)

**#63-JDJ1121067 - Janitorial Services, NC Research Campus -
Kannapolis, NC (REBID)**

For internal administrative processing, including tabulation of proposals for posting to Bonfire and the State of North Carolina Electronic Vendor Portal (eVP), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). We HIGHLY recommend you register in order to see bid tabulations and award results. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. This page will be removed and shredded, or otherwise kept confidential, before the procurement file is available for public inspection.

**THIS PAGE IS TO BE COMPLETED AND INCLUDED WITH
YOUR PROPOSAL. FAILURE TO DO SO MAY SUBJECT
YOUR PROPOSAL TO REJECTION.**

Federal ID Number or Social Security Number:	
SUPPLIER NAME:	
DATE:	

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REQUEST FOR PROPOSALS (RFP)

RFP # 63-JDJ1121067

TITLE: Janitorial Services, NC Research Campus - Kannapolis, NC (REBID)

USING DEPARTMENT: CALS, Plants for Human Health Institute

ISSUE DATE: Friday, August 22, 2025

DUE DATE: **2:00 pm, Friday, September 26, 2025**

ISSUING AGENCY: NC State University
Procurement Services Department
Campus Box 7212
Raleigh, NC 27695

Proposals subject to the conditions made a part hereof will be accepted until **2:00 pm, Friday, September 26, 2025** for furnishing services described herein.

Proposals must be submitted electronically at:

<https://ncsu.bonfirehub.com/opportunities/199627>

Upload scanned pages from this RFP document included with your proposal response where indicated on the Bonfire website.

Direct all inquiries (via email) concerning this RFP to:

Joel Johnson, MBA, NCP
NC State University
Procurement Services
Department
Email: jdjohn25@ncsu.edu

A MANDATORY PRE-PROPOSAL CONFERENCE

Date: 11:00 AM, Thursday, September 4, 2025

Location: Lobby of the Plants for Human Health Institute NC State Building, 600 Laureate Way, Kannapolis, NC. Attendance is mandatory in order for a proposal to be considered for award. Proposals from proposers who do not attend, who do not arrive before 11:00 a.m., or who are not present for the entire pre-proposal conference will not be considered for award. This will be the only opportunity to view the work location. Attempts to gain information through any other means may cause rejection of your proposal.

NOTE: Questions concerning the RFP requirements must be submitted in writing via email to jdjohn25@ncsu.edu. **Subject Line: RFP #63-JDJ1121067 - Questions, no later than 5:00 p.m on Friday, September 12, 2025.** Questions will be answered in the form of an addendum to this RFP. No other contact with university representatives regarding this RFP is allowed during the proposal process. Attempts to obtain information directly from university personnel, or by any other means, may subject your proposal response to rejection. Please use the following template to submit your questions:

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Reference	Supplier Question
RFP Section, Page Number	Supplier question ...?
	Insert rows as needed

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1. INTRODUCTION: PURPOSE AND BACKGROUND

****Please note that this is a rebid of previous RFP #63-JDJ1084276. All previously interested Contractors who bid before must do so again as if previous solicitation never occurred****

NC State University (hereafter referred to as "NC State" or "University") seek proposals from qualified Contractors to provide/perform janitorial services for one (1) building on the NC Research Campus located in Kannapolis, North Carolina.

The NC State Plants for Human Health Building is a 100,000 square foot facility that includes laboratory and office space, as well as a human performance exercise facility.

The laboratories at both buildings serve the campus research mission to investigate human nutrition and prevention of disease through diet and exercise.

NCSU BUILDING HARD SURFACE BREAKDOWN OF CLEANABLE SPACE	Square Footage
Carpet	26,127
VCT	63,873
Ceramic Tile	2,500
Marble	2,000
Other (growth chambers, cold rooms, closets, etc.)	5,500
TOTAL NC STATE BUILDING SQUARE FOOTAGE	100,000

The University anticipates an award to only one company as a result of this RFP, but reserves the right to make multiple awards should the bid result dictate that it is in the University's best interest to do so.

2. CONTRACT PERIOD

Any contract resulting from this RFP shall be effective from date of award for a period of one year. At the University's option, and under the same terms and conditions, the contract may be extended for two (2) additional two (2) year periods, not to exceed a total contract period of five (5) years. The anticipated start date of this contract shall be October 1, 2025.

3. SCOPE OF WORK

3.1 Supervision: An on-site supervisor shall be provided for overseeing the work of, and communicating with employees at all times under any resulting contract. The university's contact shall have direct access to this supervisor at all times through cell phone communications. The proposal response shall address the qualifications of the supervisor.

3.2 Tasks and Frequencies

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ENTRANCES, LOBBIES, RECEPTION, FOYER - APPA Level 2	FREQUENCY
Tiled and linoleum floors dust mopped and auto-scrubbed	5 days per week
Doormats lifted and vacuumed both sides	5 days per week
Carpeted areas vacuumed and spot cleaned	5 days per week
Litter receptacles emptied and cleaned	5 days per week
Door glass and partition glass washed on both sides	1 day per week
Door glass kept free (clean) of stains, marks, etc.	5 days per week
Entrance doorframes and side glass panels cleaned	1 day per week
Finger and other marks removed from wall to 6 feet high	1 day per week
Horizontal surfaces dusted	1 day per week
Stainless steel kick plates cleaned	1 day per week
Exterior garbage containers emptied and damp wiped	5 days per week

STAIRS AND LANDINGS - APPA Level 2	FREQUENCY
Stairs and landings swept and damp mopped/washed	2 days per month

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Doors kept free of finger marks	5 days per week
Handrails dusted and damp wiped	2 days per month
Walls spot cleaned to 6 feet high	2 days per month
Stainless steel kick plates cleaned	2 days per month
CORRIDORS, HALLWAYS - APPA Level 2	FREQUENCY
Tiled and linoleum floors auto scrubbed	5 days per week
Carpeted floors vacuumed and spot cleaned	5 days per week
Horizontal surfaces dusted	1 day per week
Waste receptacles emptied and cleaned	5 days per week
Drinking fountains cleaned	5 days per week
Walls spot cleaned to within reach from a 6 foot high stepladder	1 day per week
Tiled and linoleum floors sprayed and buffed	1 day per week
Door glass and partition glass cleaned on both sides	daily

ELEVATORS - APPA Level 1	FREQUENCY
Floors dust mopped and damp mopped/washed	5 days per week

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Door and wall kept free of marks	5 days per week
Drop ceiling panels cleaned as needed in coordination with facilities staff	as needed
Stainless steel panels polished	1 day per week
Stained wood paneling inside elevator(s) polished	1 day per week
LOUNGES, STAFF ROOM - APPA Level 2	FREQUENCY
Supplies replenished	5 days per week
Upholstered furniture vacuumed	1 day per week
Tables damp wiped	5 days per week
Receptacles emptied and cleaned	5 days per week
Walls spot cleaned to 6 feet high	1 day per week
Chairs damp wiped	1 day per week
Carpets vacuumed and spot cleaned	5 days per week
Stainless steel sinks and counters cleaned	5 days per week
OFFICES - APPA Level 2	FREQUENCY
Hard floors dust mopped and damp mopped	1 day per week
Carpets vacuumed and spot cleaned	Min. 2 days per week
Wastebaskets and recycling bins emptied and cleaned	5 days per week
Furniture and horizontal ledges dusted	1 day per week

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Finger marks removed from walls and partitions spot cleaned to a height of 6 feet	1 day per week
Horizontal/vertical blinds and/or shades dusted	2 times per year
RESTROOMS - APPA Level 1	FREQUENCY
All fixtures cleaned, i.e. bowls, urinals, basins, mirrors, chrome surfaces and interface	5 days per week
Waste receptacles emptied and cleaned	5 days per week
All supplies replenished	5 days per week
Walls spot cleaned to a height of 6 feet	5 days per week
Walls washed floor to ceiling (sheetrock is dusted only – no water)	1 day per month
Toilet partitions damp wiped	5 day per week
Floors swept and washed	5 days per week
Floor drains primed	5 day per week
Walls and toilet partitions kept free of graffiti	5 days per week
Floor drains cleaned and floor drain lids lifted and cleaned (if applicable)	1 day per month

MEETING ROOMS, CONFERENCE ROOMS, MULTI-PURPOSE ROOMS-APPA Level 2	FREQUENCY
Garbage picked up	5 days per week

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Carpets vacuumed	Min. 2 days per week or as needed
Upholstered furniture vacuumed	1 day per month
Tables damp wiped (policed daily)	3 days per week
Walls spot cleaned to a height of 6 feet	1 day per week
Chairs damp wiped	1 day per week
Carpets spot cleaned	as needed
PROJECT WORK	FREQUENCY
Extraction clean all carpets	2 times per year
Spray buff hallways and common areas	1 time per week
Top scrub and recoat VCT Floors	3 times per year
Strip and wax VCT Floors	Annually
All supply, return and exhaust air diffuser grills wiped clean	1 time per year

Laboratory Baseline (specific schedule coordinated w/each Lab Representative)	FREQUENCY
Non Hazardous Waste / Trash / Recycle Bins Emptied	5 days per week
Soap Dispensers (replenished daily as needed)	5 days per week
Paper Towels (replenished daily as needed)	5 days per week
Floors Swept and Mopped	5 days per week

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3.3 General Service Requirements:

General Building Care

- Maintain all floors of each building at or above APPA Level Standards indicated above. Please note that marble cleaning will be completed as “additional work” and is infrequent.
- Report any plumbing irregularities, burned-out light bulbs and other building maintenance needs to the University’s Contract Administrator.
- All glass windows shall be cleaned on the inside of the building quarterly (4x per year) to within reach on a six-foot ladder. Windows from the interior of the building (such as that in door windows and partition panels, etc.) shall be cleaned weekly or as noted above. Exterior window washing is not included in this RFP.

Recycling

- Maintain locations and care for recycling bins.
- Service recycling bins; remove recycling from individual collection and take to the consolidation dumpsters.

Exterior Building and Grounds Care

- Keep grounds within fifteen (15) feet of each building clean and litter-free at all times.
- Empty exterior trash and recycling containers.
- Maintain locations of and care for exterior trash and recycling containers.
- Clean outdoor patios and benches including Second Floor Park Side Balconies

3.4 Schedule of Services: Services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday only. The Contractor shall provide an employee for eight (8) hours per day, five (5) days per week, minimum of one (1) person per building with the exception of University Holidays (<https://hr.ncsu.edu/common-tasks/university-holidays-and-closings/>). Occasionally, some rooms may be occupied and not be accessible for cleaning. In this event, the cleaning of that room may be delayed until the room is accessible. Occupants of rooms are not to be disturbed unless prior arrangements have been made to provide cleaning services in occupied areas. Additional special cleaning services may be requested by the Contract Administrator(s) on dates or at times other than indicated. Those projects are expected to be completed between 7:00AM-5:00PM unless prearranged. The Contractor shall be notified no less than one (1) week in advance of the requested special services. No cleaning shall be done on any holiday or weekend day, except as may be required by the Contract Administrator(s) by prior arrangement of at least five (5) working days. The current holiday schedule (subject to change yearly) will be provided to the awarded Contractor each year.

3.5 Care of Property: Contractor employees shall not disturb, rearrange or discard any papers, documents, boxes or other materials in any room, except that deposited in the trash receptacles or in other designated areas for trash unless such materials are properly identified as trash. The Contractor shall not open drawers, files or filing cabinets, desks or tables or operate computers or computer equipment without the express permission of or by request of the Contract Administrator(s). The Contractor shall not move, use, clean or otherwise handle any copy machine or other office machine without the express permission or request of the Contract Administrator(s).

The Contractor shall report any destruction, loss of or damage to any University property within one (1) hour of knowledge of the loss or damage. This includes damage caused by the Contractor as well as damage that is noticed, but not caused, by the Contractor. The report shall be provided to the Contract Administrator(s) in writing and shall specify the type, location and extent of the loss or damage.

The Contractor shall operate vacuum cleaners in such a manner as to avoid damaging walls, furniture, carpets, and other items within the building. The Contractor shall store the vacuum cleaner in the designated location, with electrical cords secured to or stored within the vacuum cleaner in accordance with the manufacturer’s instructions or design. The Contractor shall replace the vacuum cleaner bag when it is no more than approximately half (½) full.

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All cleaning activities and operations shall be conducted so as to not endanger or otherwise cause accidents or injuries to University or Contractor personnel. All activities and operations shall be conducted in accordance with applicable University safety regulations and state and Federal OSHA regulations. All Contractor employees shall wear clothing appropriate to the cleaning tasks. At times, this may entail Personal Protective Equipment, as defined by OSHA, and protective footwear. Soft shoes, such as tennis or running shoes, and shorts are not acceptable.

3.6 Cleaning Chemicals: The Contractor shall provide all cleaning chemicals. The Contractor shall provide immediate removal of any product at the direction of the Contract Administrators due to offensive smell, perceived performance issues, etc. In such case, the Contractor shall provide a replacement product at no additional cost and to the satisfaction of University personnel.

MSDS sheets shall be provided and stored centrally for all chemicals used by the Contractor prior to the chemicals being brought onto campus.

3.7 Key Control: Prior to leaving the premises, the Contractor shall return any keys issued to any of its employees on the same day issued. A master set of keys will be available each day to check out from the Contract Administrator(s) or their designee and returned at the end of each working day. Any door previously locked and opened by the Contractor shall be re-locked prior to leaving the premises. Building master keys shall not be provided permanently to the Contractor, but Picture ID Card key Access Badges to enter the building and locked corridors will be issued to each employee. Stock Room and Janitorial Room Keys will be issued, and access given to necessary rooms per the approval from the Contract Administrator(s). Any key issued to the Contractor shall be surrendered when requested by the Contract Administrator(s).

3.8 Employee Conduct: Contractor personnel shall:

- Have a background check run and results received prior to presence at either building. See attached General Contract terms and conditions, Item #31 for further instructions.
- Not engage in idle conversation or other unnecessary conversation, or otherwise cause disruptions to employees of the University or other visitors and users of the facilities.
- Be at least 18 years old.
- Be a United States citizen or alien who can provide proof of identity and work authorization.
- Have knowledge of building care, recycling, litter removal procedures, equipment and supplies.
- Have the ability to follow oral and written instructions in English.
- Be proficient in the use of a two-way radio and other communication devices.
- Be customer service-oriented, stressing courtesy, politeness, and helpfulness to those they encounter.
- Be constantly alert and attentive to duty.
- Have a clean, neat, and appropriately groomed appearance.
- Wear a uniform that clearly identifies them as an employee of the contractor.
- Have picture ID displayed at all times.
- Be punctual.
- G.S. §126-18 prohibits the payment of any fee should any employee of the contractor apply and be accepted for permanent University employment.

3.9 Fitness for Duty

Contractor personnel shall be physically and mentally fit to perform their duties in a safe and efficient manner. This requires the ability to lift up to 50lbs and to use a six (6') foot stepladder. Contract employees shall not be involved with the unlawful use, possession, sale or transfer of drugs or narcotics. Furthermore, employees shall not possess or consume alcoholic beverages in the workplace or during work time or be under the influence of such when arriving to work.

3.10 Communications: The Contractor shall be assigned two-way radio equipment for internal communication needs. Telephones are **NOT** available. In extreme cases or justifiable emergencies, permission to use a telephone may be granted by the Contract Administrator(s). Long distance telephone calls, unless under a Contractor or personal calling card, credit card or collect, are prohibited. The University shall not grant permission for long distance calls at the University's expense.

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3.11 Storage of Supplies/Equipment: The Contractor shall be provided a locked storage area and will store cleaning equipment and materials only in the designated area(s). The room shall be maintained in a neat, clean manner, with no unnecessary supplies kept in the room. Mops shall be thoroughly cleaned with excess water removed prior to setting them aside to dry. All equipment and supplies shall be stored safely, with no hazard posed to University personnel or to the Contractor. The Contractor shall be responsible for securing the room housing the cleaning supplies and equipment when the room has been opened for use by the Contractor. Room key will be provided to the Contractor for access to storage location(s).

3.12 Periodic Meetings: The Contractor shall meet at least quarterly (March, June, September, December) with the Contract Administrator(s), or his/her representative, to review the performance of services provided under the contract, and at any other time with shorter notice as requested by the University. At or before each scheduled meeting, the Contractor shall provide a written report of the Contractor's accomplishments, time spent while providing cleaning services and costs for services for the preceding three (3) months, plus any items the Contractor may determine to be of interest to the University. The meeting may also include report(s) provided by the University containing items of concern related to quality, as judged by the University.

3.13 Right of Removal

The Contractor shall remove and replace any employee the University deems unfit for work. Removal shall be immediate – as soon as the Contractor is instructed to remove an employee. Replacement employee shall be sent in time to complete the tasks scheduled for that day.

3.14 University-Provided Materials

The University shall provide the following:

- Paper towels and toilet paper, can liners and hand soap for restrooms and laboratories.
- Access to, and routine maintenance/replacement of, existing equipment on site listed in **Attachment A**.
- All water, lighting and electric utilities.
- Picture ID Card Key Access Badge(s) for up to five (5) employees. Additional or lost/replacement badges will be charged to the Contractor at \$10.00/each.

4. SUPPLIER QUALIFICATION/EXPERIENCE REQUIREMENTS

4.1 General

The awarded Contractor shall demonstrate a minimum of three (3) years' experience providing janitorial services in multiple building sites (with a minimum of 225,000 square feet under the same contract) and similar in nature and scope to those required herein.

4.2 References

Contractors must provide at least three (3) references demonstrating experience similar in nature and scope to the services required on the reference page below. It is the proposing Contractors' responsibility to provide valid reference information and the University reserves the right to use reference check responses in its evaluation of proposals. Proposals that require the proposing contractor to coordinate the scheduling of the reference check will not be accepted.

4.3 Additional Insurance

In addition to the insurance requirements listed in the attached General Contract Terms and Conditions (Section #19), the awarded Contractor shall provide Employee Theft and Dishonesty coverage at a minimum of \$100,000. The insurance certificate(s) shall clearly demonstrate that the proposing Contractor carries the appropriate coverage.

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5. SUPPLIER PROPOSAL RESPONSE

At a minimum, the proposal response must include the following and must be uploaded in the corresponding location on Bonfire:

1. Completed NC State University RFP
 - Cover Page with Firm Name and Tax ID#
 - Reference Page
 - Signed Execution of Proposal Page

2. A detailed technical proposal addressing **Sections 3 and 4**. Describe in your proposal response the approach, processes, and steps you will follow to perform and complete the tasks in the Scope of Work. Include any additional tasks that you recommend for achieving successful outcomes. Note any requirements you have, and any assumptions being made which impact your proposed approach or the time required to complete the work.

3. Completed Cost Proposal – Section 7

4. List of owned equipment available for use on any resulting contract

5. Certificate of Insurance meeting current coverage requirements (see Section #4 and the attached Terms and Conditions, Item #19 for required coverage)

6. Any applicable RFP addenda issued subsequent to this RFP that is required for return by statement on the addendum.

Please note the requirement to perform background checks on individual employees (See attached Contract Terms and Conditions – Item #31). Background check responses are not routinely provided to the University, but shall be made available upon request by appropriate university personnel.

INCOMPLETE PROPOSALS WILL NOT BE CONSIDERED

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6. CRITERIA FOR EVALUATION AND AWARD

SCREENING CRITERIA: Complete proposal response (see Section 5) is uploaded to the Bonfire site using proper file formats as directed with no restriction on access to the files (via password or other technical issues). Incomplete responses will not be considered further.

Proposals meeting screening requirements include only a cursory viewing of package contents. Specific items are subject to secondary verification or analysis. For instance, the inclusion of Certificates, permits, etc. will pass initial screening but may be set aside during the technical evaluation due to expiration dates or further verification.

Proposals meeting the screening criteria will then be evaluated as follows:

Apparent Ability 15%

The proposal provides enough information to determine that the proposing Contractor has sufficient resources to provide the specified service. Processes/methods proposed for completing work scope, proposed equipment, qualifications of specific personnel proposed to manage and carry out the work, etc.

Qualifications/ Experience 20%

Qualifications of the Contractor in general, similar experience, specific experience is similar in nature and scope, and a staffing plan proposed to support any resulting contract.

Cost proposal 65%

Cost scores are calculated by dividing each score into the lowest total cost proposal/proposed solution total cost x 65.

Lowest cost proposal receives all of the 65 available points. The remaining proposals scores are calculated by dividing their cost into the low cost and multiplying the result by 0.65.

Example:

Supplier A's total cost = \$2,500

Supplier B's total cost = \$2,000

Supplier C's total cost = \$1,500

Supplier C is the low bid and is awarded 65 points

Supplier C's cost of \$1,500 divided by Supplier A's cost of \$2,500 = 60% X 65 possible points = 39 points

Supplier C's cost of \$1,500 divided by Supplier B's cost of \$2,000 = 75% x 65 possible points = 48.75 points

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7. COST PROPOSAL

The cost proposal shall include cost to provide all manpower, mobilization of personnel, equipment, travel, expenses, etc. to fulfill the requirements of Section 3 Scope of Work.

Description	Quantity	Unit of Measure	Cost	Comments	Total Annual Cost (Quantity x Cost)
Cleaning of NC State Building (100,000 sq ft)	12	Monthly			

Any service requested outside of the marked areas will be paid as out-of-scope work. A written quote for any out-of-scope work shall be submitted and approved by change order to the PO by the university prior to the start of any out-of-scope work. No out-of-scope work will be paid unless prior approval is provided.

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Attachment A

Available Equipment for Supplier Use

Manufacturer	Qty	Description	Serial No.
NOBLES	1	SPEEDGLEAM PLUS	9003538900353-10413379
NOBLES	1	SPEED SCRUB	9002887900288-8004047
NOBLES	1	POWER EAGLE 1016 PLUS	100256-10419169
NOBLES	1	ANSER	608681-10419081
CLARKE	1	FOCUS II BOOST L20 WET BAT	8000070797
CLARKE	1	ULTRASPEED 1500 DC BURNISHER	3000098048
CLARKE	1	SUMMIT	133510121004570
VIPER	1	VN1720P	VN1720P-06762
VIPER	1	SN18WD	SN18WD-13211
SQUARE SCRUB	1	EBG-20	11C0262
WINDSOR	1	SABER BLADE	1611148

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RFP # 63-JDJ1121067

Contractor Name: _____

4.2 REFERENCES

OFFERORS MUST PROVIDE THREE (3) REFERENCES FOR CLIENTS WHO HAVE PERFORMED SIMILAR WORK IN THE PAST THREE (3) YEARS.

#1	Company Name:	
	Company Full Address:	
	Contact Name:	
	Email Address:	
	Phone Number:	

#2	Company Name:	
	Company Full Address:	
	Contact Name:	
	Email Address:	
	Phone Number:	

#3	Company Name:	
	Company Full Address:	
	Contact Name:	
	Email Address:	
	Phone Number:	

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

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EXECUTION OF PROPOSAL

RFP #63-JDJ1121067

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- That this proposal was signed by an authorized representative of the firm.
- That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- That all labor costs associated with this project have been determined, including all direct and indirect costs.
- That the potential Contractor has attended the pre proposal conference and is aware of the prevailing conditions associated with performing these services.
- That the potential Contractor agrees to the conditions as set forth in this Request for Proposals with no exceptions.
- That the potential Contractor carries the appropriate insurance and will perform background checks on employees as required herein. See items 19 & 31 of General Contract Terms and Conditions attached.
- That no employee or agent has offered, and no State employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32; and
- That it, and each of its sub-contractors under this contract, complies with the requirements of Article 2 of Chapter 64 of the NC 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, as required by G.S. §143-48.5.
- That this proposal is submitted competitively and without collusion. That none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible supplier as set forth in G.S. 143-59.1. False certification is a Class I Felony.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

Contractor Name:			
Street Address:			
City, State & Zip Code:			
Representative's Name:			
Representative's Title:			
Representative's Email:		Phone#:	
Representative's Signature:		Date:	

THIS PAGE MUST BE COMPLETED AND INCLUDED IN YOUR PROPOSAL RESPONSE

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GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **PROPOSAL SUBMITTAL:** NC State University uses a third-party eProcurement strategic sourcing provider, Bonfire, for accepting and evaluating proposals digitally. All proposals must be received by the issuing agency not later than the date and time listed on the cover sheet of this proposal. Proposals shall be uploaded to:

<https://ncsu.bonfirehub.com/opportunities/199627>

Request for Proposals (RFP) documents are advertised on the State of North Carolina Electronic Vendor Portal System (eVP) and [Bonfire](#). An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted with the proposal upload. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.

For support or technical questions related to your submission, please contact Bonfire at support.bonfire@eunasolutions.com or visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

3. **BONFIRE REQUESTED DOCUMENTATION & INFORMATION:** 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 are receiving proposals via electronic submission.

Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated. Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Name	File Type	# of Files	Requirement
Completed NC State University RFP Document	PDF	1	Required
Technical Proposal	PDF	1	Required
Section 7 Cost Proposal	BidTable: Excel (.xlsx)	1	Required
Certificate of Insurance	PDF	1	Required

All documents required to complete your submission must be downloaded from the supporting documentation and/or requested information sections of Bonfire. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Each item of Requested Information will only be visible to NC State University after the Closing Time.

4. **ORAL PRESENTATIONS:** During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the

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evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

5. **PROPOSAL EVALUATION:** Proposals will be evaluated as outlined herein. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the University, and/or the State.
6. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and an offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.
7. **REQUEST FOR OFFERS:** Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.
8. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
9. **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.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.
11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of forty-five (45) days from the proposal opening. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.
12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the University are exempt from this provision.
14. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
15. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
16. **PROPRIETARY INFORMATION:** To the extent permitted by N.C.G.S. §132-1.3 trade secrets which the Contractor does not wish disclosed other than to personnel involved in the evaluation or contract administration will be kept confidential 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 is not 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.

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17. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §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.
18. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
19. **CONTRACTOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Contractor Link NC allows Contractors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Electronic Vendor Portal System. Online registration and other purchasing information are available on the web site: <http://www.state.nc.us/pandc/>.
20. **RECIPROCAL PREFERENCE:** N.C.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.
21. **ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:** The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Contractors shall:
 - a. Assure all features, components and subsystems of the software or IT System contained on this RFP **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFP does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;
 - b. If the Voluntary Product Accessibility Templates (VPAT) (<https://www.itic.org/policy/accessibility/vpat>) are used, they must include compliance checklists for:
 1. Technical Standards;
 2. Function and Performance Criteria; and
 3. Documentation and Support
 - c. The product offered in response to this RFP is subject to an accessibility evaluation by the University.

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NORTH CAROLINA STATE UNIVERSITY 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 Wake County, 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. **INSPECTION AT CONTRACTOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
7. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

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

In addition, in the event of default by the Contractor under this contract, the State may

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immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

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

8. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
9. **FORCE MAJEURE:** 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 an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
10. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. 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 limitations. The Contractor may terminate at the beginning of any contract year, only by notification provided in writing to the University a minimum of four (4) months prior to the applicable contract year expiration.
11. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement. The university pays Net 30 days from receipt of a proper invoice.
12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
13. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished 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.
14. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. In addition, all inventions and the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the University, and the Contractor agrees to assign all rights therein to the University. Contractor further agrees to provide University with any and all reasonable assistance which University may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents

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submitted by the University.

15. **ASSIGNMENT:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:
1. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 2. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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

16. **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.
17. **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.
18. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
19. **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:
1. **Worker's Compensation** - The contractor shall provide and maintain Workers Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 2. **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).
 3. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum

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combined single limit shall be \$1,000,000.00 bodily injury and property damage;
\$1,000,000.00 uninsured/underinsured 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.

20. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising without prior written approval from the University.
21. **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 Proposal, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.

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

22. **AMENDMENTS:** This contract may be amended only by written amendment duly executed by authorized representatives of both the University and the Contractor.
23. **TAXES:** N.C.G.S. §143-59.1 bars the Secretary of Administration from entering into contracts with Contractors if it or its affiliates meet one of the conditions of N.C.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 Contractor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Contractor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
24. **GENERAL INDEMNITY:** The Contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the University's agents who are involved in the delivery or processing of Contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

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

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

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

26. **PRICING:** All prices offered herein shall be firm against any increases. Requests by the Contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the option of accepting a Contractor's proposed cost increase or canceling the service and seeking proposals from other Contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve month period of the request. Invoices are paid Net 30 days from receipt of an accurate invoice.

27. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principles" for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this RFP document.

28. **PRIVACY:**

1. **Personal Identifiers:** If University provides the Contractor with personal identifiers as listed in

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N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. Contractor further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c) (1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Contractor's responsibilities under the NC Identity Theft Protection Act, Contractor shall immediately notify University with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.

2. **Education Records:** If the University provides the Contractor with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. In this instance, University considers Contractor a school official with a legitimate interest under FERPA. Contractor further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach relating to this information or if Contractor re-discloses the information, Contractor shall immediately notify University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.
29. **AUDITS:** The State or University auditor, or the Joint Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission, may audit the records of Contractor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7 and Session Law 2023-134.
30. **PRESERVATION OF RECORDS:** If the University provides any data to Contractor pursuant to this Agreement then Contractor shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter issued by University, to fulfill the University's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. Contractor shall immediately preserve and maintain data (and any generated email correspondence) upon the University's request or upon notice of litigation or audit and further Contractor shall make available all Data University may specify with the time limits required.
31. **CONTRACTOR EMPLOYEE BACKGROUND CHECKS:** The Contractor shall, at no additional cost to the University, secure appropriate background checks on all employees, independent contractors, or subcontractor employees to be assigned to any resulting contract. These background checks shall

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include, at a minimum, the following checks with consideration for current, past, alias and maiden names:

- Nationwide Federal Criminal search
- National Sex Offender Registry search
- North Carolina Statewide Criminal search
- Criminal searches in all counties of residence outside the state of North Carolina in the past seven (7) years, except in cases when the individual has resided in the New York boroughs of Kings, Queens, New York, Nassau, Richmond, or Bronx, in which case a New York Statewide Criminal Search is required
- Skip Trace, Residency history, or other Social Security Number-based search (to ensure validity and correct matching)

The Contractor shall align its hiring decisions to support the University's ongoing effort to maintain a safe, drug-free environment for students, faculty, staff and visitors.

These background checks shall be maintained by the Contractor and are subject to audit by appropriate University or state officials at any time during and for five (5) years after the contract end date. The University may withhold consent of any of Contractor's personnel to be placed on a University assignment at its sole discretion. The Contractor shall immediately (same day as notification) remove any employee or representative from University property if deemed by the University to be unfit for any reason.