

Solicitation RFP No. 02-00059

Bidder/Offeror: _____

THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO WILL SUBJECT YOUR BID TO REJECTION.

ATTENTION

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.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 made available for public inspection.

**STATE OF NORTH CAROLINA
JUDICIAL DEPARTMENT
REQUEST FOR PROPOSALS**

RFP # 02-00059

TITLE: Guardian ad Litem Media Relations and Communications Support

USER: North Carolina Administrative Office of the Courts

Issue Date: **September 8, 2010**

Issuing Agency: Administrative Office of the Courts
Purchasing Services Division
Attn: Brenda Allen
Post Office Box 2448
Raleigh, North Carolina 27602

Sealed Proposals subject to the conditions made a part hereof will be received until 2:00 P.M. **September 29, 2010**, for furnishing the service described herein, at which time they will be publicly opened.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

THE BID OPENING WILL BE HELD AT: (Hand delivered proposals, or proposals forwarded by OTHER than the U.S. Post Office should come to this address.)

Administrative Office of the Courts
North Carolina Judicial Center
Attn: Brenda Allen
901 Corporate Center Drive
Raleigh, North Carolina 27607

IMPORTANT NOTE: Proposals sent via UPS, Fed-X, DHL, etc. should indicate the proposal number on the outside of the shipping envelope. Indicate firm name, and RFP Number on the front of each SEALED proposal envelope or package, along with the date for receipt of proposals specified above.

Inquiries: No verbal questions will be accepted for this solicitation. Questions should be directed to Brenda Allen via e-mail at brenda.g.allen@aic.nccourts.org or by fax to (919) 890-1947. **The deadline for accepting questions is 5:00 p.m. (EST) Thursday, September 16, 2010. Answers will be posted as an addendum to this RFP no later than 5:00 p.m. (EST), Monday, September 20, 2010 at www.ips.state.nc.us/ips/pubmain.asp.** It is the sole responsibility of the vendor to access this site for any addenda to this solicitation.

Introduction

The purpose of this Request for Proposals (RFP) is to obtain a highly qualified and capable firm to develop a social media marketing campaign and provide general social media support for the North Carolina Judicial Branch's Administrative Office of the Courts (AOC), Guardian ad Litem.

This firm must have proven ability and demonstrated experience in social media marketing that complements traditional media outreach. The primary business focus of the firm should be in social media marketing, and they should have experience working with government or nonprofit clients.

Background

The AOC is the agency responsible for administrative support of the North Carolina Judicial Department by delivering efficient, effective, and equitable services to the trial courts of North Carolina, while advancing sound business practices and solutions. In this capacity, AOC provides statewide support services for the courts in North Carolina's 100 counties, including information technology, field support, personnel, financial, legal, research, and purchasing services.

One of AOC's divisions is the North Carolina Guardian ad Litem (GAL). The mission of the Guardian ad Litem program is to provide trained, independent advocates to represent and promote the best interests of abused, neglected and dependent children in the state court system and to work towards a plan that ensures that these children are in a safe, permanent home. Since the program's start in 1983, it has served the best interests of thousands of children – many of which were able to return home, some now live with other family members and others have been adopted. The program has 64 offices with trained staff, attorneys and volunteer guardians ad litem. Guardian ad Litem advocacy helps to move the child out of the court system in a timely manner and into a safe permanent home. This is accomplished with a Guardian ad Litem attorney and the trained community volunteer working as a team, with the support of GAL staff, to represent the child in court proceedings, giving a voice of hope to the child.

In fiscal year 2008-09, a record high of 35,942 abuse and neglect court hearings were scheduled in juvenile court. A record high of 4,805 volunteers represented 15,866 children in court proceedings - an approximate 40 percent increase in volunteers in the past 8 years. Their work totaled 922,560 hours of service, a value exceeding \$18.6 million.

Scope of Work

The contractor will be expected to develop and implement a social media marketing campaign that will launch by the end of November 2010. The goal of the campaign is to recruit volunteers for the AOC's statewide GAL program and provide an additional level

of support or engagement for current volunteers. As a part of this comprehensive strategy it is expected that the contractor will research various methods of search engine optimization to determine the most applicable for the GAL Division and perform duties to implement at least one of these techniques. In addition, success metrics will be developed to identify if anticipated results are achieved. Throughout the duration of the contract, GAL staff intend to document learning on social media, and in combination with the contractor and free online resources, develop a simple guide for future staff use. The specific deliverables are listed below:

- Contractor will create and launch a social media marketing campaign to recruit more volunteers. It is expected that this campaign will consist of at least three internet based initiatives that might include social networking sites, blogs, videos, podcasts, etc. In particular, the GAL division hopes to recruit populations that are currently underrepresented in the division's active volunteer pool; specifically, men, people less than 40 years of age, and/or individuals from racial and ethnic minority groups.
- Contractor will produce initial layout and content for at least one of the new online social media tools developed as a part of the overall strategy.
- Contractor will research the applicability of at least three methods of search engine optimization and execute the most appropriate technique.
- Facilitate up to four meetings to discuss social marketing strategy and/or search engine optimization.
- Develop simple success metrics and use web analytics to show results of social marketing campaign.
- Provide a written list of tips and online resources that the GAL Division will use to create a short "how-to" guide that GAL district staff will be able to use for future social media outreach at the local level.

Additional Information

The AOC reserves the right to request discussion or interviews with any or all offerors as part of the evaluation. At the time of interviews, sample press material relevant to the project may be required.

This project is expected to occur during a three to four month period. The AOC expects to outline the strategy for a social media campaign and launch the sites and materials that have been developed by November 2010. Once marketing efforts are in use, web analytics and success metrics will be used to evaluate effectiveness.

Once the project is completed, all source files and other required and necessary files will be submitted to the AOC. All finished product becomes the property of the AOC.

Required Knowledge and Experience

- Knowledge and experience in the development of social media marketing campaigns that demonstrate a measurable increase in the involvement of North

Carolinians. The ideal firm's primary business focus will be in social media marketing, and they should have experience working with government or nonprofit clients.

Evaluation of Proposals

Proposals will be evaluated by the AOC weighing all the following criteria:

- Proposal completeness
- Proposal content
- Experience with similar projects
- Ability of the offeror and its staff
- Interview, if conducted
- Cost

Contract Term

The contract term will begin upon award and end upon completion of services or no later than February 20, 2010, whichever occurs first.

OFFEROR'S RESPONSE

It is MANDATORY that the following items be addressed in your written response (failure to comply will result in rejection of your offer):

1. Give a brief narrative statement that addresses the history and experience of your company as it relates to the requirements of this RFP, and include a client list.
2. Identify the personnel who will be assigned to this project. Include a summary of their professional credentials and experience. These people, when accepted by AOC, become Key Personnel as defined below.
3. Submit detailed information that describes the activities which you will undertake, including a timeline for their completion. This portion of your response should track the requirements laid out in this RFP.
4. Complete pages 8 and 9 of this proposal and return them along with the information required above.
5. Page 10, the EXECUTION PAGE, must be completed, SIGNED and returned in the **envelope containing your technical response**. Failure to do so will result in the rejection of your proposal.

SUBMITTAL INSTRUCTIONS: The information required in items 1-5 above, in ONE ORIGINAL and THREE COPIES, is to be enclosed in a sealed envelope and identified on the outside as the TECHNICAL RESPONSE TO RFP 02-00059.

COST PROPOSAL: Prepare an itemized COST PROPOSAL that includes all items to be billed to AOC. Refer to Page 11. Place this document in a second sealed envelope identified on the outside as the COST PROPOSAL for RFP 02-00059.

Place the envelopes described above (Technical Proposal and Cost Proposal) in a third envelope identified with the RFP number, and submit this package to the address indicated on the cover page of this request not later than the date and time stipulated.

LATE BIDS WILL NOT BE ACCEPTED.

Do NOT include cost information with your technical proposal. Do NOT include technical information with your cost proposal. Failure to comply with this instruction will subject your offer to rejection.

SPECIAL NOTICE: The AOC reserves the right to negotiate with any or all offerors on any item included in their proposal, including price.

Payment: Payment(s) will be made to the awarded offeror within 30 days of the receipt of a correct invoice by AOC. Progress payments may be agreed to by the AOC, depending on the timeline submitted by the awarded offeror.

Liability. In the event any employee or agent of the CONTRACTOR is injured on the premises of the AOC through no fault of the AOC and makes a claim against the AOC for such injury, CONTRACTOR shall hold harmless and reimburse the AOC for all loss, cost and expense with retrospect to any such claim.

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

KEY PERSONNEL: It shall be agreed and understood, that such personnel, once accepted by AOC shall be deemed to be key personnel for the purposes of the resulting agreement, and shall NOT be substituted for by the Offeror without the express, written consent of AOC. Should any of the key personnel become unavailable to AOC for whatever reason at anytime during the life of said agreement, the Offeror shall immediately propose qualified replacements, who shall be subject to acceptance by AOC. AOC shall be the sole judge of whether or not such replacements are satisfactory. If, in the judgment of AOC such proposed replacements are not satisfactory, AOC shall have the right to cancel the existing agreement immediately, and to seek satisfactory personnel through any appropriate State procurement process.

SUBCONTRACTING: All subcontracting must be approved in advance by the AOC. See #5 of the General Contract Terms and Conditions attached.

Special Notice: Refer to Instructions for Bids and Quotes, Paragraph #16 - "Confidential Information." Your entire proposal response may not be deemed confidential. Only information truly proprietary in nature should be so marked in your response. Failure to comply with this requirement will result in the rejection of your bid.

Bid Openings and/or Site Visits: In the event of adverse weather conditions (sleet, snow, freezing rain, or hurricane force rain/wind) please call (919) 890-1000 prior to delivering a bid or attending a site visit. If you hear a message stating that the AOC Adverse Weather Policy is in effect, the Judicial Center will be closed to the public. You may assume that the bid opening or site visit has been cancelled. The buyer responsible for this solicitation will reschedule the event and an addendum will be posted on the IPS website.

NOTICE TO BIDDERS:

This bid is exempt from Executive Order Number 50, which applies to Executive Branch agencies. The discretionary authority granted to the Secretary of Administration in NCGS 143-59 applies only to agencies of the Executive Branch of government. The Judicial Branch is specifically excluded from the authority of the Secretary of Administration by NCGS 143-336(b).

1. Tell us about your company:

1. Name: _____

2. Business Structure: Corporation ____ Partnership ____

Proprietorship ____ Other (specify) _____

3. Physical Address of Company Headquarters

Street _____

City, State, and Zip _____

4. Address of Branch Submitting Offer

Street _____

P.O. Box (if applicable) _____

City, State, and Zip _____

5. Name and Address of CEO:

Name: _____

Address: _____

City, State, and Zip: _____

6. Name of Authorized Contact Person (authorized to bind company) who is responsible for this offer:

Name: _____

Address: _____

City, State, and Zip: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Give us the information requested below for each of three references:
(These are company references.)

REFERENCE NUMBER ONE:

1. Company Name: _____
Address: _____
City, State, and Zip: _____
Contact: _____ Phone Number: _____

REFERENCE NUMBER TWO:

2. Company Name: _____
Address: _____
City, State, and Zip: _____
Contact: _____ Phone Number: _____

REFERENCE NUMBER THREE:

3. Company Name: _____
Address: _____
City, State, and Zip: _____
Contact: _____ Phone Number: _____

**Financial Reference: Give us the name and address of your primary bank,
and a contact person:**

1. Bank Name: _____
Address: _____
City, State, and Zip: _____
Contact: _____ Phone Number: _____

EXECUTION OF PROPOSAL

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

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

All labor costs have been determined and are included in the cost proposal.

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of the opening, to furnish all of the services described herein for the price(s) contained in his cost proposal.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ Fax Number: _____

EMAIL ADDRESS: _____

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

(Typed or printed name)

ACCEPTANCE OF PROPOSAL:

Administrative Office of the Courts

BY: _____ TITLE _____ DATE: _____

One executed copy of this page shall be included with your technical proposal. Failure to comply shall result in the rejection of your proposal.

COST PROPOSAL

Identify your company:

Itemize all costs that are to be billed to the AOC, including, but not limited to travel and subsistence.

Total Cost \$ _____

Identify any other charges which you intend to bill AOC. **Charges not identified in this document will NOT be honored.**

ADMINISTRATIVE OFFICE OF THE COURTS

INSTRUCTIONS FOR BIDS AND QUOTES

1. READ, REVIEW, AND COMPLY: It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. NOTICE TO OFFERORS: All offers are subject to the provisions of the Instructions for Bids and Quotes, special terms and conditions specific to this procurement document, and the Administrative Office of the Courts General Contract Terms and Conditions. AOC objects to and will not evaluate or consider any additional terms and conditions submitted with any offer. This applies to language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. DEFINITIONS:
 - **OFFEROR**: Company, firm, corporation, partnership, individual submitting a response to a procurement document.
 - **TERM CONTRACT**: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **OPEN MARKET CONTRACT**: A contract for the purchase of (one transaction) a specific quantity of a specified commodity.
4. EXECUTION: Failure to sign under EXECUTION section will render offer invalid.
5. TIME FOR CONSIDERATION: Unless indicated on the first page of this document, the offer shall be valid for 45 days from the date of opening. Preference may be given to offers allowing not less than 45 days for consideration and acceptance.
6. PROMPT PAYMENT DISCOUNTS: Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of contract except as a factor in resolving cases of identical prices.
7. SPECIFICATIONS: Any deviation from the specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this procurement document, the order of precedence shall be: (1) special terms and conditions specific to this document; (2) specifications; (3) Administrative Office of the Courts General Contract Terms and Conditions; and (4) Instructions for Bids and Quotes.
9. INFORMATION AND DESCRIPTIVE LITERATURE: Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this document, each offeror must submit with their offer, sketches, descriptive literature and/or complete specifications covering the product offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements will be subject to rejection.
10. RECYCLING AND SOURCE REDUCTION: It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. We also promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the buyers in the Administrative Office of the Courts Purchasing Division those products or packaging they offer which have recycled content and that are recyclable.

11. CLARIFICATIONS/INTERPRETATIONS: Any and all questions regarding this document must be addressed to the buyer named on the cover sheet of this document. Do not contact any user directly. Any and all revisions to this document shall be made only by written addendum from the Administrative Office of the Courts Purchasing Division. The offeror is cautioned that the requirements of this document can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. ACCEPTANCE AND REJECTION: AOC reserves the right to reject any and all offers, to waive any informality in offers, and unless otherwise specified by the offeror, to accept any item in the procurement document. If either a unit price or extended price is obviously in error, and the other is obviously correct, the incorrect price will be disregarded.
13. REFERENCES: AOC reserves the right to require a list of users of the exact item offered. AOC may contact these users to determine acceptability of the offer. Such information may be considered in the evaluation of the offer.
14. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48, AOC 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. AWARD OF CONTRACT: Qualified offers will be evaluated and acceptance made of the lowest and best offer most advantageous to the AOC as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the procurement document; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by AOC to be pertinent or peculiar to the purchase in question.
Unless otherwise specified by AOC or the offeror, AOC reserves the right to accept any item or group of items on a multi-item procurement document.
In addition, on TERM CONTRACTS, AOC reserves the right to make partial, progressive or multiple awards; where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; or other factors deemed by AOC to be pertinent or peculiar to the purchase in question.
16. CONFIDENTIAL INFORMATION: As provided by statute and policy, AOC will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
17. TAXES:
 - FEDERAL: The AOC is exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Contractor will be completed and returned by the AOC.
 - OTHER: Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
18. SAMPLES: Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the offeror's expense. Request for return of samples must be made within 10 days following date of opening. Otherwise samples will become property of AOC. Each individual sample must be labeled with the offeror's name, bid or quote number, and item number. A sample on which an award is made will be retained until the contract is completed, and then returned, if requested, as specified above.
19. PROTEST PROCEDURES: Protest procedures are available from the Administrative Office of the Courts, Purchasing Services Division, P.O. Box 2448, Raleigh, North Carolina 27602. Any protest must be in writing, and received by AOC Purchasing Services Division not later than 15 days after the award of the contract in question.
20. MISCELLANEOUS: Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS (AOC)
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 is 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 AOC.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the AOC'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 AOC'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 AOC 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 AOC, 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 AOC for damages sustained by the AOC by virtue of any breach of this agreement, and the AOC may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the AOC from such breach can be determined.

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

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the AOC may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
7. **TERMINATION:** The AOC may terminate this agreement at any time by 15 *days* notice in writing from the AOC 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 AOC, become its property. If the contract is terminated by the AOC as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the AOC for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not

divulged or made available to any individual or organization without the prior written approval of the AOC.

10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the AOC for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
The Contractor shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the AOC purchasing authority, the AOC 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 AOC to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of 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.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract.
If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

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

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

19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the AOC and the Contractor.
20. **TAXES:** G.S. 143-59.1 bars the Administrative Office of the Courts from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
21. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
22. **PRICE ADJUSTMENTS (MULTI-YEAR CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to the AOC, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** AOC shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with AOC reserving the right to accept or reject the increase, or cancel the contract. Such action by AOC shall occur not later than 15 days after the receipt by AOC of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.