



**STATE OF NORTH CAROLINA**  
**CENTRAL PIEDMONT COMMUNITY COLLEGE**

**Request for Quote #: 88-200087-PH**

**Google Marketing Platform Monthly Support**

**Date of Issue: ~~[Insert Date of Posting]~~ March 18, 2020**

**Quote Opening Date: Upon Receipt or ~~[Insert Date]~~ March 27, 2020**

**At 02:00PM EST**

**Direct all inquiries concerning this RFQ to:**

**Robin Harper**

**Senior Buyer**

**Email: Robin.Harper@cpcc.edu**

**Phone: 704.330.2722 x3909**



## STATE OF NORTH CAROLINA CENTRAL PIEDMONT COMMUNITY COLLEGE

<b>Refer <u>ALL</u> Inquiries regarding this RFQ to:</b>	<b>Request for Quote # 88-200087-PH</b>
<b>Robin Harper, Senior Buyer</b> <a href="mailto:Robin.Harper@cpcc.edu">Robin.Harper@cpcc.edu</a> <b>704.330.2722 x3909</b>	<b>Quotes will be publicly opened: Upon Receipt or by 2:00pm EST on March <u>27, 2020</u></b>
	<b>Contract Type: Open Market</b>
	<b>Commodity No. and Description: 918-76 Marketing Consulting</b>
	<b>Using Agency: Central Piedmont Community College</b>
	<b>Requisition No.: N/A</b>

### EXECUTION

In compliance with this Request for Quote, and subject to all the conditions herein, the undersigned Vendor o furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. By executing this quote, the undersigned Vendor certifies that this quote is submitted competitively and without collusion (G.S. 143-54), that none of its 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 it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this quote, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFQ, 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. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this quote, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign quote prior to submittal shall render quote invalid and it WILL BE REJECTED. Late quotes cannot be accepted.**

VENDOR: RSO Consulting		
STREET ADDRESS: 268 Bush St. #3038	P.O. BOX:	ZIP: 94104
CITY & STATE & ZIP: San Francisco	TELEPHONE NUMBER: 415-992-7711	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Rob Sanders Founder	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE <i>Rob Sanders</i>	DATE: 3/19/2020	EMAIL: rob@rso-consulting.com

Offer valid for at least 60 days from date of quote opening, unless otherwise stated here: \_\_\_\_\_ days.

### ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted by the State of North Carolina, an authorized representative of Central Piedmont Community College shall affix his/her signature hereto and this document and all provisions of this Request for Quote along with the Vendor response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR STATE USE ONLY:** Offer accept and Contract awarded this 20 day of March, 2020 as indicated on the attached certification, by *Peppita Robin Harper* Senior Buyer, Procurement

**(Authorized Representative of Central Piedmont Community College)**

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Vendor: \_\_\_\_\_

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## 1.0 PURPOSE AND BACKGROUND

It is the intent of this Request for Quote to acquire hourly rate quotes and procure services for monthly support of Central Piedmont Community College's existing Google Marketing Platform. Monthly support will include Google Analytics, Optimize, Data Studio & Tag Manager, and assistance with analysis, troubleshooting, and other semi-advanced tasks to include but not limited to: Identifying tracking needs (KPIs); Setting up goals/events; Reporting assessment; Setting up custom reports; GTM/GA configuration/tracking & set up; Content analysis; Website analysis and recommendations; A/B Testing; Meetings and communications.

Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR QUOTE DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference. Vendor may attach its quote to this RFQ for submission; however, any and all additional, modified or conflicting terms and conditions submitted on or with Vendor's quote shall be disregarded and shall not be considered a part of any contract arising from this RFQ. Any attempt to delete or avoid the force of the previous sentence shall render Vendor's quote invalid, and it shall not be considered.

### 2.2 E-PROCUREMENT SOLICITATION

**ATTENTION:** This is NOT an E-Procurement solicitation. Paragraph #17 of Attachment D: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

### 2.3 MAILING INSTRUCTIONS

**Instructions:** Quotes, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein.

<b>DELIVER TO (BY USPS):</b>	<b>DELIVER TO (BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER):</b>
RFQ 88-200087-PH Central Piedmont Community College Attn: Robin Harper, Senior Buyer P O Box 35009 Charlotte, NC 28235-5009	RFQ 88-200087-PH Central Piedmont Community College Attn: Robin Harper, Senior Buyer <a href="#">1325 East 7<sup>th</sup> Street</a> <a href="#">4<sup>th</sup> Street Office Building</a> <a href="#">1422 East 4<sup>th</sup> Street, 2<sup>nd</sup> Floor</a> Charlotte, NC 28204  *If returning by physical methods, please contact Robin Harper by email 24 hours in advance of delivery.

<b>DELIVER TO (BY EMAIL):</b>
RFQ 88-200087-PH Central Piedmont Community College Attn: Robin Harper, Senior Buyer <a href="mailto:Robin.Harper@cpcc.edu">Robin.Harper@cpcc.edu</a>

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Vendor: \_\_\_\_\_

Quotes may be submitted via mail, express delivery, or by electronic means, including but not limited to email, in response to this Request for Quote: ([Robin.Harper@cpcc.edu](mailto:Robin.Harper@cpcc.edu)). Submission by any means shall include this RFQ, as provided in Section 2.5 QUOTE CONTENTS.

**IMPORTANT NOTE:** It is the responsibility of the Vendor to have the signed quote physically in this Office by the specified time and date of opening, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each quote when received, and any quote received after the submission deadline will not be accepted or evaluated. Sealed quotes, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service or method—is entirely on the Vendor. Note that the U.S. Postal Service generally does not deliver mail to the street address above, but to the State’s Mail Service Center. Vendors are cautioned that quotes sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the quote deadline. All Vendors are urged to take the possibility of delay into account when submitting a quote.

## 2.4 QUESTIONS ABOUT QUOTE

**Purpose:** Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best quote possible. To accommodate the Quote Questions process, Vendors shall submit any such questions by the above due date.

**Instructions:** Written questions shall be emailed to [Robin.Harper@cpcc.edu](mailto:Robin.Harper@cpcc.edu) by the date and time specified above. Vendors should enter “RFQ #88-200087-PH – Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFQ section and be submitted in a format shown below:

Reference	Vendor Question
RFQ Section, Page Number	Vendor question...?

No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors shall be entitled to rely *only* on written material contained in an Addendum to this RFQ.

## 2.5 QUOTE CONTENTS

Vendor shall populate all attachments of this RFQ that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor Responses shall include the following items and they should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, along with the body of the RFQ, and signed receipt pages of any addenda released in conjunction with this RFQ.
- b) Completed version of ATTACHMENT A: PRICING FORM
- c) Completed version of ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR
- d) Completed version of ATTACHMENT C: INSTRUCTIONS TO VENDORS
- e) ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- f) ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION
- g) ATTACHMENT F: CERTIFICATE OF INSURANCE REQUIREMENTS

## 2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.

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- b) **CENTRAL PIEDMONT:** Central Piedmont Community College
- c) **CONTRACT LEAD:** Representative of Central Piedmont Community College who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- d) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- e) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their quote, but no amount or charge not included as part of the total quote price will be paid.
- f) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- g) **RFQ:** Request for Quote.
- h) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- i) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Quote.

## 2.7 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this RFQ, those *shall* be submitted as questions to the Agency prior to submission of a Quote. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an addendum. Other than through this process, and subject to the provisions of section 2.1, the State rejects and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the quote non-binding or subject to further negotiation. Vendor's response to this RFQ shall constitute a firm offer. **By execution and delivery of a response to this RFQ, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's Quote.**

## 3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS

### 3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

The State may obtain quotes from one or more potential Vendors. All quotes will be evaluated and award will be based on lowest responsive quote meeting specifications.

### 3.2 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, the State may, for purposes of evaluating proposed or actual contract

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performance outside of the United States, also consider how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.3 QUOTE EVALUATION PROCESS

- a) Quotes are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any quote on the basis of fit, form and function as well as cost.
- b) The State shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.
- c) For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
- d) Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for quote, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

**CONFIDENTIALITY DURING PROCESS:** During the evaluation period and prior to award, all information concerning the quote and evaluation is confidential, and possession of the quotes and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the quote) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State.

### 3.4 INTERPRETATION OF TERMS AND PHRASES

This Request for Quote serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Quote shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether quotes should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Quote. Except as specifically stated herein, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a quote in its entirety.

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Vendor: \_\_\_\_\_

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this RFQ. By submitting a quote, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFQ. If Vendor is unclear or has any question about the specifications, requirements and terms and conditions herein, it is urged and cautioned to contact the issuing agency Contract Lead as specified in this RFQ.

### 4.1 CONTRACT TERM

The Contract shall have an initial term of one year, beginning on March 1, 2020 through February 28, 2021.

At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

### 4.2 PRICING

Quote price shall constitute the total cost to Buyer for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this Quote. Complete ATTACHMENT A: PRICING FORM and include with Quote.

### 4.3 INVOICES

Vendor shall invoice the Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

## 5.0 PRODUCT SPECIFICATIONS

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### 5.1 GENERAL SPECIFICATIONS

Central Piedmont Community College is seeking to acquire monthly support services for our existing Google Marketing Platform. Monthly support will include Google Analytics, Optimize, Data Studio & Tag Manager and assistance with analysis, troubleshooting, and other semi-advanced tasks to include but not limited to:

- Identifying tracking needs (KPIs);
- Setting up goals/events;
- Reporting assessment;
- Setting up custom reports;
- GTM/GA configuration/tracking & set up;
- Content analysis;
- Website analysis and recommendations;
- A/B Testing;
- Meetings and communications - Communication as needed through a messaging program (i.e. Slack) with a telephone call approximately every two weeks for update checks. Meetings are ~~conducted via~~ [conducted via on-the](#) telephone, followed by written updates by vendor [and confirmed by the college](#).
- **Please note:** Should additional tasks become apparent and incur fees to implement; an amendment to this Request for Quote will be submitted and agreed to by both Central Piedmont Community College and the Vendor prior to commencing work.



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Vendor: \_\_\_\_\_

**5.2 VENDOR'S REPRESENTATION**

- a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder.
- b) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor's proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

**Attachments to this RFQ begin on the next page.**

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Vendor: \_\_\_\_\_

**ATTACHMENT A: PRICING FORM****FURNISH AND DELIVER:**

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Hourly	<p>Google Marketing Platform Monthly Support for Central Piedmont Community College including Google Analytics, Optimize, Data Studio &amp; Tag Manager and assistance with analysis, troubleshooting and other semi-advanced tasks to include but not limited to:</p> <ul style="list-style-type: none"> <li>• Identifying tracking needs (KPIs)</li> <li>• Setting up goals/events</li> <li>• Reporting assessment</li> <li>• Setting up custom reports</li> <li>• GTM / GA configuration/tracking &amp; set up</li> <li>• Content analysis</li> <li>• Website analysis and recommendations</li> <li>• A/B Testing</li> <li>• Meetings and communications</li> </ul> <p>March 1, 2020 – February 28, 2021</p>	\$ 175	\$ _____
2	1	Hours	<p>Cost per Hour: Per Month (Not to exceed six hours per month)</p> <p>Per Year (Not to exceed six hours per month)</p>	<p>\$1,050</p> <hr/> <p>\$12,600</p> <hr/>	<hr/> <hr/>
TOTAL PRICE Year 1: \$ _____					
Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	1	Hourly	<p>2<sup>nd</sup> Year Monthly Support (Optional) Google Marketing Platform Monthly Support for Central Piedmont Community College including Google Analytics, Optimize, Data Studio &amp; Tag Manager and assistance with analysis, troubleshooting and other semi-advanced tasks to include but not limited to:</p> <ul style="list-style-type: none"> <li>• Identifying tracking needs (KPIs)</li> <li>• Setting up goals/events</li> <li>• Reporting assessment</li> <li>• Setting up custom reports</li> <li>• GTM / GA configuration/tracking &amp; set up</li> </ul>	\$ 175	\$ _____

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			<ul style="list-style-type: none"> <li>• Content analysis</li> <li>• Website analysis and recommendations</li> <li>• A/B Testing</li> <li>• Meetings and communications</li> </ul> <p>March 1, 2021 – February 28, 2022</p>		
4	1	Hours	<p>Cost per Hour:</p> <p>Per Month (Not to exceed six hours per month)</p> <p>Per Year (Not to exceed six hours per month)</p>	<p>\$1,050</p> <hr/> <p>\$12,600</p> <hr/>	<hr/> <hr/>
5	1	Hourly	<p>3<sup>rd</sup> Year Maintenance (Optional)</p> <p>Google Marketing Platform Monthly Support for Central Piedmont Community College including Google Analytics, Optimize, Data Studio &amp; Tag Manager and assistance with analysis, troubleshooting and other semi-advanced tasks to include but not limited to:</p> <ul style="list-style-type: none"> <li>• Identifying tracking needs (KPIs)</li> <li>• Setting up goals/events</li> <li>• Reporting assessment</li> <li>• Setting up custom reports</li> <li>• GTM / GA configuration/tracking &amp; set up</li> <li>• Content analysis</li> <li>• Website analysis and recommendations</li> <li>• A/B Testing</li> <li>• Meetings and communications</li> </ul> <p>March 1, 2022 – February 28, 2023</p>	<p>\$ 175</p> <hr/>	<p>\$ _____</p> <hr/>
6	1	Hours	<p>Cost per Hour:</p> <p>Per Month (Not to exceed six hours per month)</p> <p>Per Year (Not to exceed six hours per month)</p>	<p>\$1,050</p> <hr/> <p>\$12,600</p> <hr/>	<hr/> <hr/>

TOTAL EXTENDED PRICE: \$ \_\_\_\_\_

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Vendor: \_\_\_\_\_

**ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR**

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In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

- a) **Will any work under this Contract be performed outside the United States?**  YES  NO

If the Vendor answered "YES" above, Vendor shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
  
  
  
  
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

- b) **The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States**  YES  NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

- c) **Identify all U.S. locations at which performance will occur:**

San Francisco, California

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*This Space is Intentionally Left Blank*

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Vendor: \_\_\_\_\_

**ATTACHMENT C: INSTRUCTIONS TO VENDORS**

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFQ document.
2. **EXECUTION:** Failure to sign the Execution page (page 3 of the RFQ) in the indicated space will render quote non-responsive and it shall be rejected.
3. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFQ, including any negotiated terms; (2) specifications in Sections 2, 4, and 5 of this RFQ; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT C: INSTRUCTIONS TO VENDORS; and (5) Vendor's quote.
5. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.60 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
6. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this quote, each Vendor shall submit with their quote sketches, descriptive literature and/or complete specifications covering the products offered.
7. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the 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 encourage and 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 adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
8. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
  - All copies of the quote are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all quotes and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

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9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order 150 (1999), the State 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.
10. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
11. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this RFQ that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request shall be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
12. **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.
13. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this RFQ and in formal Addenda issued.
14. **COST FOR QUOTE PREPARATION:** Any costs incurred by Vendor in preparing or submitting quotes are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
15. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its quote 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 quote.
16. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State 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.

*This Space is Intentionally Left Blank*

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Vendor: RSO Consulting**ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, the State may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

In addition, in the event of default by the Vendor under this Contract or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate this Contract for cause, and take action to debar the Vendor from doing future business with the State.

2. **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 Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this Contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses 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 quote document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b) All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c) 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.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **NON-DISCRIMINATION:**
- a. The Vendor will take necessary action to comply 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 on the basis of any prohibited grounds as defined by Federal and State law.

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- b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

9. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
10. **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.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, shall comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this RFQ, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection. The requirements of this paragraph 10 shall not be waived by contract award or otherwise by the purchasing agency.

11. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
12. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
13. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
14. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

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

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

15. **INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor 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 Vendor shall provide and maintain the following coverage and limits:



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- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor 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 Vendor 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 Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

16. **GENERAL INDEMNITY:** The Vendor shall hold and save the State, 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 Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

17. **ELECTRONIC PROCUREMENT:**

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of

invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever

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reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, quotes received, evaluation of quotes received, award of contract, and the payment for goods delivered.

e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.**

18. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

19. **ENTIRE AGREEMENT:** This RFQ 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 RFQ, any Addenda hereto, and the Vendor's quotes are incorporated herein by reference as though set forth verbatim.

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

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

21. **WAIVER:** The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

22. **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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

23. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law.

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Vendor: \_\_\_\_\_

**ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION**

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**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State 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. This includes utilizing subcontractors to perform the required functions in this RFQ. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business?  Yes  No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

If so, state HUB classification: \_\_\_\_\_

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**SUSTAINABILITY**

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content?  Yes  No

If yes, what is the post-consumer recycled content? \_\_\_\_\_%    What is the total recycled content? \_\_\_\_\_%

**Other sustainable properties:**

\_\_\_\_\_  
\_\_\_\_\_

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Vendor: \_\_\_\_\_

**ATTACHMENT F: CERTIFICATE OF INSURANCE REQUIREMENTS**

Insurance Requirements	
<b>Commercial General Liability (CGL)</b> – (occurrence form) coverage not less than:	\$2,000,000 General Aggregate* \$2,000,000 Products and Completed Operations Aggregate \$1,000,000 Each Occurrence *Including contractual liability, waiver of subrogation, primary & non-contributory. <b>Schedule of Endorsements</b> must be provided <b>GL Policy Number</b> must be listed
<b>Automobile Liability:</b> – Required for all Owned Autos <i>or</i> must provide ‘Hired & Non-Owned Auto’ coverage:	\$1,000,000 Combined Single Limit* Or \$1,000,000 Bodily Injury per Accident \$1,000,000 Bodily Injury per Person \$1,000,000 Property Damage *Including waiver of subrogation in favor of Central Piedmont Community College
<b>Umbrella Liability</b> – Additional coverage that can be combined to meet requirements	\$10,000,000 Per occurrence
<b>Workers’ Compensation</b>	State Statutory Limits* Employee Liability \$500,000 Each Accident* \$500,000 Disease Policy Limit \$500,000 Disease Each Employee *Including waiver of subrogation in favor of Central Piedmont Community College
<b>Additional Insured</b> – Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of <u>Ongoing Operations and Completed Operations</u> for the additional insured)	– Coverage must be primary and non-contributory above any other insurance Central Piedmont Community College may carry. – Waiver of Subrogation on all policies in favor of Central Piedmont Community College – Make subcontractor’s insurance primary
<b>Professional Liability (Errors and Omissions)</b> —if professional services are being provided	\$5,000,000 Per Occurrence/ \$10,000,000 Aggregate
<b>Cyber Liability</b>	\$7,500,000 Per Occurrence *Including information security & privacy liability

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**CERTIFICATES OF INSURANCE MUST INDICATE THE FOLLOWING**

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- 1) Central Piedmont Community College needs to be listed as the **Additional Insured**:
  - a. Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of *Ongoing Operations and Completed Operations* for the additional insured)
    - Coverage must be primary and non-contributory above any other insurance Central Piedmont Community College may carry
    - Waiver of Subrogation on all policies in favor of Central Piedmont Community College
    - Make subcontractor's insurance primary
  
- 2) Central Piedmont Community College needs to be listed as the **Certificate Holder**:

Central Piedmont Community College  
ATTN: ENTERPRISE RISK MANAGEMENT, Kenneth Agbatutu  
PO Box 35009  
Charlotte, NC 28235

Mailing address: PO Box 35009, Charlotte NC 28235-5009  
Physical address: 1300 E. 4<sup>th</sup> Street, Charlotte, NC 28204
  
- 3) Central Piedmont Community College requires a COI which shows **General Liability, Workers' Compensation, Automobile Liability** and **Umbrella Liability** coverages. (The minimum coverages accepted are listed for each.)
  - a. Enterprise Risk Management *may* opt to waive the requirements for Automobile Liability or the Workers' Compensation—depending on the scope and scale of the job or event.
  - b. Enterprise Risk Management *may* opt to waive the requirements for Umbrella Liability in addition to the GL—depending on the GL coverage as well as the scope and scale of the job or event.
  
- 4) Carrier and effective/expiration date must be shown on all coverages listed on COI.
  
- 5) If a service is being rendered, Enterprise Risk Management will need to see proof of **Professional Liability**.
  
- 6) If the service being rendered involves waste removal of any kind, Enterprise Risk Management needs to see **Pollution Liability** as well as **Transportation Liability**.
  
- 7) If any products and/or services related to information technology (including hardware and/or software) are provided to Central Piedmont Community College, **Cyber Liability** will be required. Additionally, network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.
  
- 8) There may be instances where Enterprise Risk Management will require additional insurance and/or coverages based on the service(s) provided.