



NPC PROPOSAL

for

Central Piedmont Community College

RFP #: 88-160010-BC

Title: Corporate and Continuing Education
Course Schedule

11/5/2015

NPC, Inc.
13710 Dunnings Highway
PO Box 373 Claysburg, PA 16625
Phone: 814.239.8787
Fax: 814.239.8706
www.npcweb.com
Contact: Bruce Gochnour
Bruce.Gochnour@npcweb.com

ORIGINAL



November 3, 2015

Becky Corriher
Central Piedmont Community College

Dear Ms. Corriher,

NPC is pleased to provide the enclosed proposal for producing the Corporate and Continuing Education Schedules for Central Piedmont Community College. NPC is a leading print solutions provider and has years of experience producing products similar to the schedules for numerous government agencies, universities, and commercial customers. We have attached a document that provides our corporate background and service capabilities. We also have experience working with schools and state government agencies in North Carolina. If awarded a contract, we will assign a customer service representative to oversee the planning and production requirements of each CPMC order. We have a staff of highly experienced and qualified customer service representatives.

NPC confirms that we understand all the terms and conditions contained in the IFB and will comply with all the RFP terms, conditions and requirements.

There is one Addendum to the RFP which is dated October 29, 2015.

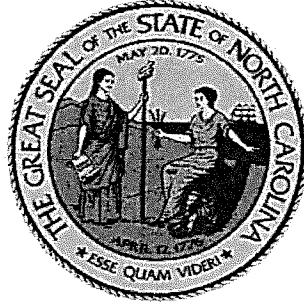
NPC is the prime contractor for providing the schedules and there will not be any subcontractors. 100% of the work will be done at NPC's facilities.

I am authorized to make contractual obligations for NPC. My full contact information is:

Bruce Gochnour, Senior Contract Manager
NPC Inc.
13710 Dunnings Highway
PO Box 373
Claysburg, PA 16625
phone: (814) 239-8787 ext. 1271
e-mail: Bruce.Gochnour@npcweb.com

Best Regards,

Bruce L. Gochnour
Senior Contract Manager



STATE OF NORTH CAROLINA

Central Piedmont Community College

Request for Proposal #: 88-160010-BC

Corporate and Continuing Education Course Schedule

Date of Issue: October 22, 2015

Proposal Opening Date: November 5, 2015

At 12:00 PM ET

Direct all inquiries concerning this RFP to:

Becky Corriher

Buyer, CPCC

Email: becky.corriher@cpcc.edu



NPC Background

NPC, Inc. is a 60 year old, privately-held corporation based in Pennsylvania. Our primary manufacturing facility is located in the town of Claysburg. Claysburg is located approximately 100 miles due east of Pittsburgh, PA. NPC's Federal Tax Identification Number is 23-0916750.

NPC's Claysburg facility contains nearly 200,000 square feet and is the location of our printing and mailing operations. NPC also operates a small facility in nearby Roaring Spring, PA that is dedicated to document conversion activities. We also have a warehousing and fulfillment operation in Altoona, PA. NPC employs approximately 450 people.

The company was founded in 1954 and began as a specialized letterpress printing company that published three local newspapers. Our original name was News Printing Company but it officially changed to NPC, Inc. in 2002. In the 1960's, the focus of the company started to change when it began selling to the federal government. Since then, NPC has grown steadily by making sound investments and adding capabilities that met the needs of the customer markets we serve.

NPC has worked on thousands of projects for more than 40 years, forming long-lasting, successful relationships based on confidence and trust with the Government Printing Office (GPO) and a number of other government agencies. NPC was named the largest supplier of print and print-related services for the GPO the past three calendar years. In fact, NPC has been among the top three providers for the GPO for the past fifteen years. NPC has achieved a strong record of service compliance within the GPO market. NPC's delivery performance has consistently exceeded 99% on-time delivery for the past several years.

Due to these close-working relationships with GPO and other government agencies, NPC recognizes that security, accuracy and response time are critical to the success of the mission(s) of the agencies. NPC is committed to understanding the needs of its customers and we work closely with them to provide outstanding service for their changing needs.

The leadership of NPC has focused its staffing and organizational structure to support the many challenges in the government arena. NPC's contract history reflects continuous, highly successful support being provided to a wide range of federal agencies and state customers.

NPC Core Business Services

NPC provides its customers a wide variety of printing and information services and offers a number of ways to help them be more effective in their day-to-day operations.

We can help our customers with an isolated print project or their biggest internal workflow challenges. We can provide:

- Mailing Services
- Digital Printing
- Offset and Sheetfed Printing
- Binding and Finishing
- Document Management
- Fraud-Protected Documents
- Warehousing and Fulfillment
- eDelivery

Even better, NPC can combine any or all of our services to create an integrated, customized workflow solution to streamline our customers operations.

Mailing Services

NPC feeds millions of pieces a year directly into the U.S. Postal Service mail stream from our in-house USPS-certified mailing facility. NPC is considered a USPS Plant Load facility. This means that once mail leaves our facility, it is considered part of the mailstream. We have the expertise to help ensure that customers take full advantage of all the savings possible among the estimated 3,000 discounts offered in the current postal rates structure.

NPC accepts a number of mail list formats and can format mailing data to virtually any specification, streamlining this process by using duplication elimination, case conversion, address standardization, presorting, live manifesting and commingling to maximize available discounts. And our Mail Prep Checklist gives customers a number of tips for preparing their information for a more successful mailing.

NPC can handle most types of mail, including letters, flats and parcels, as well as processing and preparing a variety of other rate classes that the USPS offers. We provide a one-stop solution for all of our customers' mailing needs. These include:

- Mail piece design consultation
- Ability to drop-ship mail to an NDC (Network Distribution Center) or SCF (Sectional Center Facility)
- Our mailing experts, including a USPS employee, are on-site in our secure mailing facility to help reduce postage costs.

NPC also maintains systems directly tied to United Parcel Service (UPS) and FedEx. This ensures our customers timely delivery throughout the U.S. and across the world.

Digital Printing

NPC can efficiently produce small or large runs, print on demand and variable data printing. NPC can customize and personalize our customers' messages for highly targeted, highly effective one-to-one communications.

NPC uses both digital web and cut sheet presses to produce low volume runs as well as long-run variable pieces. Plus, our digital web capabilities, combined with roll-to-roll offset printing, magnify the possibilities for our customers to get the best of both. Our digital presses print black ink only and capable of printing up to 17" wide paper.

Digital printing and inserting services are all performed in a secure production area, where only employees with proper security clearance are permitted. And NPC stands behind our 99.999-plus percent digital printing and inserting accuracy rate.

NPC works with clients on an individual basis to set up and produce variable data systems and documents. Our database and programming experts make the process neither daunting nor stressful.

Generally, one document is designed, but text and graphics are varied to create individualized pieces. Records from our customer's database are associated with the variable information of their document. Records can relate to specific names of individuals, demographic information, geographic location, or whatever would be meaningful to the customer's objectives. The capabilities we possess make nearly unlimited possibilities for the types of documents we can produce. Full bodies of copy, individual words in a paragraph, salutations, graphics, and photos can all be varied. What's more, the supplied database can signal font changes and other formatting options.

Offset and Sheetfed Printing

We produce hundreds of millions of printed documents annually — everything from brochures, catalogs, manuals, books, and magazines to publications, newsletters, directories, booklets, forms, inserts and much more — on both our coldset and heatset presses, and operate 24 hours a day, 7 days a week, with zero interruption in excellence. We have various equipment configurations capable of printing anywhere from one up to four colors at a time. We can print on a variety of coated and uncoated stocks. We have a well proven record of customer satisfaction on print delivery and service. We can also produce the covers for the books we produce. The covers can also be printed on coated and uncoated substrates and up to four colors plus a coating.

Binding and Finishing

We have a complete complement of capabilities and variety of equipment for any size of run for any type of product. Our binding and stitching areas have "smart signature detection" technology to ensure that each book's pages are always placed in the proper order for even the most complicated projects.

Our bindery includes the following capabilities:

- Saddle-Stitching
- Perfect Binding
- Side Stitching
- Cutting
- Folding
- Drilling
- Shrink Wrap Packaging
- Padding

Our finishing services are easily combined with addressing, mailing, fulfillment, and warehousing. It's all housed under one roof, providing for efficient and timely production and delivery.

Document Management

We can make information usable and accessible for everyone. This information can take the form of:

- Directories
- Books
- Articles
- Training brochures
- Surveys
- Forms
- Templates

Wherever our customers' content needs to appear, our composition and data management specialists will make sure it's delivered in an appropriate format to meet all their needs. We can manage our customer's document conversion project by transforming their raw data into different formats.

We can help compose content in such a way that it's not dependent on the delivery mechanism. This way, it can be reuse existing content in different ways — saving time, energy and money.

Even if different styles and formats are applied, the information itself won't change. The existing content can be used again and again, without having to be re-typed or re-paginated.

When it comes to documents and information, one size does not fit all. Converting information from one format to another may extend its life, allow for accessibility by more people, or simply make it usable in a new way.

"Neutral to form" is a common phrase around NPC. When we say this, it simply means that regardless of output media — Internet, CD, DVD, print — our team can help. We use scanning technologies (including OCR, OMR and ICR), markup languages (XML, HTML, SGML), and various document output methods (such as PDF) to achieve the required conversion results.

Fraud-Protected Documents

Some documents must be protected from misuse, theft, alteration, counterfeiting and brand violation. We have the capability to help guard against all those possibilities. Our ConfiDoc® solutions range from basic copy protection to high-security authentication features. They can include protective features such as special inks, substrates and other innovative techniques. We combine these precautions with security protocols and robust information systems. And we stay at the cutting edge of overt, covert and intrinsic technologies to continually adapt to our customers' security needs.

Warehousing and Fulfillment

NPC currently processes and distributes over 10,000 orders per month (over 100,000 per year) from our expansive fulfillment and distribution center in central Pennsylvania. All orders are processed within 72 hours of receipt. We accomplish this feat with less than 1 percent of orders being returned — a statistic that puts us at the top of our industry, and in a desirable position with our customers — assuring that fulfillment orders will be assembled and delivered with great care and according to specifications.

By working with our customers, planning the transition every step of the way, we ensure a seamless, transparent extension of their existing operations. This gives our customers the overall peace of mind and trust they need in choosing to outsource their precious communications, so much so, that we believe our customers would swear that we are in an onsite warehouse right next door to their office!

At NPC, we know how to best combine database management, product assembly and delivery mechanisms to eliminate labor-intensive processes for our customers. We can receive orders daily by fax, EDI, email and phone for fulfillment and shipment to as many recipients or locations as needed.

RFP Number: 88-160010-BC

Vendor: NPC, INC.




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

Refer ALL Inquiries regarding this RFP to: Becky Corriher Becky.corriher@cpcc.edu	Request for Proposal # 88-160010-BC
	Proposals will be publicly opened:
	Contract Type: Open Market
	Commodity No. and Description: 966-00 Printing and Typesetting Services
	Using Agency: Central Piedmont Community College
	Requisition No.: RQ19075689

EXECUTION

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal 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 proposal, 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 RFP, 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 procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

VENDOR: NPC, INC.		
STREET ADDRESS: 13710 DUNNINGS HIGHWAY	P.O. BOX: 373	ZIP: 16625
CITY & STATE & ZIP: CLAYSBURG, PA 16625	TELEPHONE NUMBER: 814-239-8787	TOLL FREE TEL. NO: 800-847-5757
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: BRUCE L. GOCHNOUR, SR CONTRACT MANAGER		FAX NUMBER: 814-239-0029
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 11/3/15	E-MAIL: Bruce.Gochnour@npcweb.com

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the Central Piedmont Community College shall affix his/her signature hereto and this document and all provisions of this Request For Proposal along with the Vendor proposal 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).

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this <u>21st</u> day of <u>January, 2016</u>, as indicated on the attached certification, by <u>Becky Corriher</u>.</p> <p>(Authorized Representative of Central Piedmont Community College).</p>

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1.0 PURPOSE AND BACKGROUND

Central Piedmont Community College is one of the largest community colleges in the Carolinas, offering nearly 300 degree, diploma and certification programs; customized corporate training; market-focused continuing education; and special interest classes. CPCC is academically, financially and geographically accessible to all citizens of Mecklenburg County. CPCC responds to the workforce and technology needs of local employers and job seekers through innovative educational and training strategies. Established in 1963, CPCC has provided more than 50 years of service to Mecklenburg County residents, business and industry. For more information, see www.cpcc.edu.

CPCC is seeking proposals from commercial printers that possess a high level of expertise and quality assurance for the production of our saddle stitched Corporate and Continuing Education schedule. A PDF version of the current print schedule may be viewed here: www.cpcc.edu/cce/courseschedule.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING RFP 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 RFP, 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 RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with in the instructions in Section 2.6 PROPOSAL QUESTIONS. 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 RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, 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 proposal as nonresponsive.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire

during the question period, in accordance with the instructions in this RFP, about whether a specific, proposed language modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected. A Vendor may, however, attach a separate page to its proposal, titled "Request for Proposed Modifications to Terms and Conditions," and identify specific modifications that it requests the State to consider. The State will evaluate all proposals without regard to any proposed modifications. Once a proposal has been identified as the one for which an award recommendation has been made but prior to approval of the recommendation, the State, in its sole and absolute discretion, may consider any proposed modifications attached to that proposal. Any modification(s) to the terms and condition agreed to by the State will be identified in the Certification of Award. Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the award certification shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations prior to certification of award, agree to compromise language concerning one or more proposed modifications. By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	October 22, 2015
Submit Written Questions	Vendor	October 28, 2015, 2 p.m.
Provide Response to Questions	State	October 29, 2015, 2 p.m.
Submit Proposals	Vendor	November 5, 2015, noon
Contract Award	State	TBD
Contract Effective Date	State	March 1, 2016

2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to becky.corriher@cpcc.edu by the date and time specified above. Vendors should enter "RFP #88-160010-BC: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.5 PROPOSAL SUBMITTAL

Sealed proposals, 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 or services as described herein.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>PROPOSAL NUMBER: 88-160010-BC Central Piedmont Community College Attn: Becky Corriher, Charlottetowne Bldg P.O. Box 35009 Charlotte, NC 28235</i></p>	<p><i>PROPOSAL NUMBER:88-160010-BC Central Piedmont Community College Attn: Becky Corriher, Charlottetowne Bldg 1230 Charlottetowne Avenue Charlotte, NC 28204</i></p>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, 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.

Note that the U.S. Postal Service generally does not deliver mail to specified street address but to the State’s Mail Service Center. Vendors are cautioned that proposals 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 proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this RFP shall NOT be accepted.**

- a) Submit one **(1) signed, original executed** proposal responses, 3 of photocopies, 1 redacted and 2 un-redacted electronic copies on CD, DVD or flash drive of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) The electronic copies of your proposal must be provided on separate read-only CD's, DVD's or flash drives. The files on the discs **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Disc must contain the entire Technical and Cost. Proposal including any proprietary information and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Disc One Technical and Cost Proposal Non-Redacted".

2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, and signed receipt pages of any addenda released in conjunction with this RFP
- d) ATTACHMENT A: INSTRUCTIONS TO VENDORS
- e) ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- f) Completed version of ATTACHMENT C: PRICING
- g) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

2.7 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: Alternate Proposal #__ for 'name of Vendor'. Each proposal must be for a specific set of services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- d) **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.
- e) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- f) **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 proposal, but no amount or charge not included as part of the total proposal price will be paid.
- g) **LOT:** A grouping of similar products within this RFP.
- h) **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.
- i) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- j) **RFP:** Request for Proposal
- k) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- l) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- m) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

- All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The status of a Vendor's e-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State's discretion, be disqualified from further evaluation or consideration.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the state would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

The State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The State reserves the right to waive any minor informality or technicality in proposals received.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor in a sealed envelope or package.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not; therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for offers, not an offer or request 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.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on the following criteria considered, to result in an award most advantageous to the State:

Quality of work as evaluated based on samples provided [20 Maximum Points]

General reputation, references, and performance capabilities of the bidder [15 Maximum Points]

Conformity with specifications herein [15 Maximum Points]

Delivery and installation schedule [15 Maximum Points]

Location and availability/responsiveness of personnel [5 Maximum Points]

Price [30 Maximum Points]

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 30. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$30 \quad \times \quad \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- Total cost to the State
- Level of quality provided by the Vendor

- Process and performance capability across multiple jurisdictions
- Protection of the State's information and intellectual property
- Availability of pertinent skills
- Ability to understand the State's business requirements and internal operational culture
- Particular risk factors such as the security of the State's information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal 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 Proposal shall be enforceable as contract terms in accordance with the General Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals 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 Proposal. Except as specifically stated in the Request for Proposal, 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 proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal 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 RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date").

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.

In the event of a renewable contract, any price increases must be pre-approved by CPCC before the contract term expires and shall not exceed 5%.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

4.3 INVOICES

- a) The Vendor must submit one invoice within fifteen (15) calendar days following the completion of each course schedule. A U.S. Postal Service Postage Statement (PS Form 3602) must be submitted with the invoice for each schedule.
- b) Invoices must be submitted to the following address: Central Piedmont Community College
Accounts Payable
P.O. Box 35009
Charlotte, NC 28235
- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- d) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

4.4 PAYMENT TERMS

- a) The Vendor will be compensated at the rates quoted in the Vendor's Cost Proposal.
- b) The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by the State.

4.5 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and

experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Vendor must submit samples of work demonstrating experience with projects of similar scope and specifications.

4.7 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. The State may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. Such information *may* be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER
UNC CHARLOTTE	JOHN BLAND DIRECTOR OF PUBLIC RELATIONS	704-687-5822
A-B TECHNICAL CC	KERRI GLOVER EXECUTIVE DIRECTOR	828-398-7117
WINSTON-SALEM/FORSYTH CO SCHOOLS	DEBORAH HARTMAN	336-661-4986

4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor will serve as the prime contractor under this 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. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, 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 Services and Deliverables.
- 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 this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

Specifications (subject to change)

Process:	heat/cold web process
Size:	Flat: 17" x 11" (cover is 17.25" x 11.25" as it bleeds) Finished: 8.5" x 11"
Stock:	Inside pages: 50 lb White Rolland Smooth Opaque Text (or equivalent stock with high-level of brightness and recycled content) Cover: 70# gloss text. FSC or FSC with recycled content
Ink:	Inside pages: 1/1 (black ink) OR 2/2 (black + a spot color) Cover: 4/4
Bindery:	Fold and saddle stitch in center
Packaging:	Bundle in quantities of 25 and box Pallets must not exceed 53" x 45" wide including pallet size
Pages (subject to change):	36 plus cover 40 plus cover 44 plus cover 48 plus cover 52 plus cover 56 plus cover 60 plus cover 64 plus cover
Qty (subject to change):	60,000; 70,000; 80,000
Mailing Info:	40,000 or 50,000 or 60,000 Vendor to de-dupe CPCC-provided mailing lists against possible rented mailing list

and against CPCC's house DO NOT MAIL list. CASS Certify supplied mail list. Ink jet addresses. Deliver to USPS Distribution Center.

Provide separate quote for mail prep.

Separate estimate for postage must be provided before each schedule mailing based on schedule weight using CPCC's postage permit (Permit Number 1177).

CPCC reserves the right to consider vendors that will make recommendations for USPS cost savings, such as mail saturation or USPS Every Door Direct Mail to reach students in our specified demographics.

- Proofs: Hard copy color proof of outside covers submitted with each schedule. First proof of text pages to be hard copies output on the stock used in production. CPCC will either accept or reject first proof and supply changes. Vendor will supply timeline of proof approval process to stay on deadline.*
- Samples: 25 samples must be delivered to Mary Clark, CPCC, PO Box 35009, Charlotte, NC 28235 or 1325 East 7th Street, Charlotte, NC 28204 prior to delivery to the USPS Distribution Center.*
- Delivery: Vendor will be responsible for mail prep and delivery of the mailed quantity to the USPS Distribution Center. Include costs to deliver un-mailed quantity to CPCC Shipping and Receiving, 1325 East 7th Street, Charlotte, NC 28204, Attn: Mike Fitzgerald and to deliver approximately 1,000 copies to up to 10 locations in Charlotte, NC.*
- AA's: Vendor shall describe cost structure for Author Alterations*
- Additional info: Vendor shall include in cost one shipment of hard copy proof (if applicable)*

5.1 GENERAL

CPCC is seeking proposals from commercial printers that possess a high level of expertise and quality assurance for the production of our saddle stitched Corporate and Continuing Education schedule. A PDF version of the print schedule may be viewed here: www.cpcc.edu/cce/courseschedule. CPCC is seeking vendors that possess current equipment, up-to-date pre-press software, and workflow knowledge in both web (continuous feed) and offset printing technologies. Vendors must have efficient and well maintained equipment that can yield crisp halftones, excellent four color process results, and high-quality bindery. Vendors must be able to deliver the print schedule on a production timeline of 11-13 days.

The Corporate and Continuing Education course schedule is produced for a target audience that is accustomed to high-quality higher education collateral. The image of the college and our Corporate and Continuing Education offerings is important and this document is designed to reflect quality offerings in a competitive local and regional market.

Quality pre-press services are required that include pre-flight analysis and reporting to resolve possible software incompatibilities. Industry standard state-of-the-art proofing is expected. Proofing material must accompany notations indicating when CPCC needs to return proofs and approvals to stay on schedule. A high level of communication is expected between vendor customer service and CPCC contacts. CPCC will evaluate all vendor samples to measure quality of work.

CPCC is also interested in working with vendors that are willing to partner with the college to offer suggestions for improvement to save cost and time in printing, mail prep and USPS costs. Vendors should have a strong understanding of USPS postal regulations and should work with the college to ensure the course schedule meets those regulations.

Timing (subject to change):

Summer schedule: Will mail at the end of April

Fall schedule: Will mail at the end of June

Spring schedule: Will mail at the end of October

5.2 OBJECTIVES

Vendor must deliver:

- high-quality printed course schedule that meets the specifications above as well as USPS guidelines
- course schedule on time and within the cost outlined in this proposal

5.3 TASKS

Vendor will need to print and prepare schedules for mailing in approximately 11-13 business days. In that timeframe, CPCC must sign off on a proof, approve a PDF proof of any revisions and see a sample prior to delivery to the U.S. Post Office. Delivery dates will be discussed prior to each schedule printing and must be adhered to when CPCC has provided files and approvals on schedule.

5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP, and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. Vendor shall also describe how they will handle and protect sensitive data such as mailing lists containing student data.

5.5 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5.6 ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a project manager. The project manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall meet periodically (by phone/email or in person) during the production of each course schedule with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.4 PERIODIC STATUS REPORTS

The Vendor shall provide Management Reports to the designated Contract Lead upon request. This report shall include, at a minimum, information concerning the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, problems real or anticipated and notification of any significant deviation from previously agreed upon work plans or schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.5 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

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Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

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 RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
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 proposal 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 proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
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. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any proposal by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
11. **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.
12. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this solicitation 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 must 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. Proposal 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.
13. **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.
14. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency

any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.

15. **TABULATIONS:** Proposal tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch>. Click on the IPS BIDS icon, click on Search for Bid, enter the proposal number, and then search. Tabulations will normally be available at this web site not later than one working day after the proposal opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
16. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <http://www.pandc.nc.gov/>.
17. **WITHDRAWAL OF PROPOSAL:** a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
18. **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 RFP and in formal Addenda issued through IPS.
19. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
20. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
21. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Vendor itself.
22. **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.

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ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of this contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. 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 case of default by the Vendor, the State may procure the services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor 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 proposal 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 and construed 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. **AFFIRMATIVE ACTION**: The Vendor will 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.
9. **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.
10. **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.
11. **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).
12. **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.

13. 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: See Appendix A.

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.

- 14. 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.
- 15. INDEPENDENT CONTRACTOR:** Vendor 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. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
- 16. KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the State's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Vendor's proposal.
- 17. SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) specified therein in accordance with paragraph 21 of Attachment A: Instructions to Vendor.
- 18. TERMINATION FOR CONVENIENCE:** The State may terminate this contract at any time by ___ days' notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for services satisfactorily completed by the Vendor, less payment or compensation previously made.

19. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the State.
20. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of this contract or purchased by or for the State for this contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.
21. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be and become the property of the State, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the State; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the State a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
22. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.
- If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.
- Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract to a location outside of the United States.
23. **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, including those of federal, state, and local agencies having jurisdiction and/or authority.
24. **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 RFP, any addenda thereto, and the Vendor'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.
25. **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.

26. **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.

27. **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.

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APPENDIX A

Certificate of Insurance Requirements Insurance Requirements

Commercial General Liability (CGL) – (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.

Schedule of Endorsements must be provided

GL Policy Number must be listed

\$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 CPCC

\$5,000,000 Per occurrence

Automobile Liability: – Required for all Owned Autos *or* must provide ‘Hired & Non-Owned Auto’ coverage:

Umbrella Liability – Additional coverage that can be combined to meet requirements

Workers’ Compensation

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 CPCC

Additional Insured – 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

Additional Requirements, When Applicable

Professional Liability (Errors and Omissions) —if professional services are being provided

\$1,000,000 Per Occurrence

Aggregate \$3,000,000

Contractor’s Pollution Liability — if applicable

\$5,000,000 Each Pollution Condition

Aggregate \$10,000,000

Transportation Coverage Endorsement — if applicable

\$1,000,000 Per Occurrence

CERTIFICATES OF INSURANCE MUST INDICATE THE FOLLOWING

1) *Central Piedmont Community College* must be added as an *Additional Insured* as it pertains to the work done/service provided and/or product delivered to the College.

2) The Certificate Holder must be: Central Piedmont Community College

RFP Number: 88-160010-BC

Vendor: NPC, INC.

PO Box 35009
Charlotte, NC 28235

3) Additional insurance and/or coverages may be requested based on the services provided to the College.

July 2015 Enterprise Risk Management

Notes Regarding CPCC's Insurance Requirements

1) CPCC 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) CPCC needs to be listed as the **Certificate Holder**:

- Central Piedmont Community College and Central

Piedmont Community College Foundation

Central Campus-Attn: Melissa Wilson

Mailing address: PO Box 35009, Charlotte NC 28235-5009

Physical address: 1300 E. 4th Street, Charlotte, NC 28204

3) CPCC requires a COI which shows **General Liability, Workers' Compensation, Automobile Liability** and **Umbrella Liability** coverages. (The minimum coverages accepted are listed for each.) a. 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. 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) If a service is being rendered, Risk Management will need to see proof of **Professional Liability**.

5) If the service being rendered involves waste removal of any kind, Risk Management needs to see **Pollution Liability** as well as **Transportation Liability**.

6) There may be instances where Risk Management will require additional insurance and/or coverages based on the service(s) provided.

ATTACHMENT C: PRICING

Printing (Do NOT include tax in prices below):

Quantity: 60,000

Pages	Cost (1/1)	Cost (2/2)	Shipping	Additional Cost	Total (1/1)	Total (2/2)
36 + cover	\$20,275.00	\$21,025.00	\$ 1,975.00	\$	\$22,250.00	\$23,000.00
40 + cover	\$21,975.00	\$22,650.00	\$ 1,975.00	\$	\$23,950.00	\$24,625.00
44 + cover	\$23,325.00	\$24,275.00	\$ 1,975.00	\$	\$25,300.00	\$26,250.00
48 + cover	\$23,675.00	\$24,525.00	\$ 1,975.00	\$	\$25,650.00	\$26,500.00
52 + cover	\$25,225.00	\$26,125.00	\$ 1,975.00	\$	\$27,200.00	\$28,100.00
56 + cover	\$26,075.00	\$27,075.00	\$ 1,975.00	\$	\$28,050.00	\$29,050.00
60 + cover	\$28,100.00	\$29,375.00	\$ 1,975.00	\$	\$30,075.00	\$31,350.00
64 + cover	\$27,875.00	\$29,025.00	\$ 1,975.00	\$	\$29,850.00	\$31,000.00

Quantity: 70,000

Pages	Cost (1/1)	Cost (2/2)	Shipping	Additional Cost	Total (1/1)	Total (2/2)
36 + cover	\$23,075.00	\$23,900.00	\$ 1,975.00	\$	\$25,050.00	\$25,875.00
40 + cover	\$24,975.00	\$25,775.00	\$ 1,975.00	\$	\$26,950.00	\$27,750.00
44 + cover	\$26,650.00	\$27,650.00	\$ 1,975.00	\$	\$28,625.00	\$29,625.00
48 + cover	\$26,975.00	\$27,975.00	\$ 1,975.00	\$	\$28,950.00	\$29,950.00
52 + cover	\$28,750.00	\$29,825.00	\$ 1,975.00	\$	\$30,725.00	\$31,800.00

56 + cover	\$29,775.00	\$30,925.00	\$ 1,975.00	\$	\$31,750.00	\$32,900.00
60 + cover	\$32,050.00	\$33,425.00	\$ 1,975.00	\$	\$34,025.00	\$35,400.00
64 + cover	\$31,825.00	\$33,150.00	\$ 1,975.00	\$	\$33,800.00	\$35,125.00

Quantity: 80,000

Pages	Cost (1/1)	Cost (2/2)	Shipping	Additional Cost	Total (1/1)	Total (2/2)
36 + cover	\$25,875.00	\$26,775.00	\$ 1,975.00	\$	\$27,850.00	\$28,750.00
40 + cover	\$27,975.00	\$28,900.00	\$ 1,975.00	\$	\$29,950.00	\$30,875.00
44 + cover	\$29,975.00	\$31,025.00	\$ 1,975.00	\$	\$31,950.00	\$33,000.00
48 + cover	\$30,275.00	\$31,425.00	\$ 1,975.00	\$	\$32,250.00	\$33,400.00
52 + cover	\$32,275.00	\$33,525.00	\$ 1,975.00	\$	\$34,250.00	\$35,500.00
56 + cover	\$33,475.00	\$34,775.00	\$ 1,975.00	\$	\$35,450.00	\$36,750.00
60 + cover	\$36,000.00	\$37,475.00	\$ 1,975.00	\$	\$37,975.00	\$39,450.00
64 + cover	\$35,775.00	\$37,275.00	\$ 1,975.00	\$	\$37,750.00	\$39,250.00

Mail prep

Quantity	Cost (\$)
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40,000	\$350.00
50,000	\$375.00
60,000	\$400.00

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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 must 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:

CLAYSBURG, PA 16625

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ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: NPC, INC.

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 12/31/14

The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below:

Bruce L. Gochnour 11/3/15

Signature

Date

BRUCE L. GOCHNOUR

SENIOR CONTRACT MANAGER

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]



CENTRAL PIEDMONT COMMUNITY COLLEGE

BID ADDENDUM

FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR BID TO REJECTION

Bid Number: 88-160010-BC

Bid Opening Date/Time: 11/5/15, Noon

Description: Corporate and Continuing Education Course Schedule Addendum Number: 1

Addendum Date: 10/29/15

INSTRUCTIONS:

1. Return one properly executed copy of this addendum with bid response or **prior** to the Bid Opening Date/Time listed above.
2. Attached is the response to questions submitted regarding the above referenced Request for Proposal

3. Check **ONE** of the following options:

- Bid has **not** been mailed. **Any changes** resulting from this addendum are included in our bid.
- Bid has already been mailed. **No changes** resulted from this addendum.
- Bid has already been mailed. Changes resulting from this addendum are as follows:

Execute Addendum:

Bidder: NPC, INC.

Authorized Signature: Bruce L. Gochnour

Name and Title (Typed): Bruce Gochnour, Senior Contract Manager

Date: 11/3/15

Question Number	Vendor Question	CPC's Response
1.	<p>Would 8.375" x 10.875" be acceptable? We would be able to make the necessary adjustments to the art files to do so.</p> <p>This size could save you money and open the doors to other printing methods.</p>	<p>Need the pricing for the original specifications, but would accept an alternate proposal for this size with an explanation about how you plan to reduce the page sizes for us. (Refer to Section 2.7 for Alternate Proposals)</p>



CENTRAL PIEDMONT COMMUNITY COLLEGE

January 21, 2016

NPC, Inc.
13710 Dunnings Highway
P.O. Box 373
Claysburg, PA 16625

Attn: Mr. Bruce Gochnour

RE: Award of CPCC RFP 88-160010-BC

Dear Mr. Gochnour:

Central Piedmont Community College would like to award our Corporate and Continuing Education Course Schedule Services to NPC, Inc. in accordance with bid #88-160010-BC. The initial contract will begin on March 1, 2016 and end on February 28, 2017. CPCC will have the option to renew the contract for 2 optional renewal periods of one (1) year each.

Please confirm receipt of this letter and NPC, Inc.'s award acceptance, by email (becky.corriher@cpcc.edu), no later than Tuesday, January 26, 2016 at 2:00 pm.

CPCC looks forward to a continued partnership.

Respectfully,

Becky Corriher
Buyer
CPCC Procurement Department

Acceptance: Bruce L. Gochnour Bruce L. Gochnour 1-21-16
Signature Print Name Date

