NC STATE UNIVERSITY

PROCUREMENT & BUSINESS SERVICES
Mailing Address (USPS only): Campus Box 7212 Raleigh,
NC 27695-7212

Shipping Address: Admin. I, 2721 Sullivan Drive, Suite 1100,

Raleigh, NC 27607 Phone (919) 515-2171

REQUEST FOR QUOTATION (This is not an order)

January 4, 2024			
REQUIRED SUPPLIER INFORMATION:	٦		
Supplier Name & Address:		Andharina d Barda Nama	
	Authorized Rep's Name:		
	Title:		
Quote # JBW987400	Email:		
Questions Due Date & Time:	Phone #:		
1/12/2024, 12:00 PM	Α	uthorized Representative Signature:	
Due Date & Time:			
1/19/2024, 5:00 PM	_		
Buyer Contact Information:	Emp	oloyer Federal Tax ID/Social Security #:	
Blain Woods jbwoods@ncsu.edu, (919) 515-6885	Type of Or	ganization:	
Requisition #: 0000987400		_	
Using Department:	Corpo	<u> </u>	
· ·		other than Large Business:	
4-H Youth Development & Family & Consumer Sciences FOB: DESTINATION - FREIGHT PREPAID	Disab	<u> </u>	
		_	
(unless otherwise indicated on RFQ)	Small	Women-Owned	
ATTACHMENTS AND COMMENTS:			
By responding to this quote, supplier acknowledges acceptance of s	specified Term	s and Conditions, which are also located:	
NC State University P	<u>rocurement</u>	<u>Services</u>	
General Terms & Conditions	RentalTern	ns & Conditions	
General Terms & Conditions w/ Software	Lease/Purchase Terms & Conditions		
General Terms & Conditions with EO50	Charter Bus Terms & Conditions		
Software Terms & Conditions	Service Terms & Conditions		
Software as a Service Terms & Conditions	Other:		
You MUST register and upload this quote a	s a PDF to	the Bonfire Public Portal here:	
https://ncsu.bonfirehub.co	om/opportu	nities/117569	

QUOTES NOT SUBMITTED ON THIS FORM ARE SUBJECT TO REJECTION.

NC State University Request for Quotes and their awards are not subject to the North Carolina E-procurement process.

DEBARMENT CERTIFICATION: By signing the execution page, bidder certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declined ineligible or voluntary excluded from covered transactions by any Federal or State agency.

RFQ #63-JBW987400 PAGE 2 OF 2

SUMMARY:

Items listed on the attached pages will be ordered on as as needed basis for one (1) year from date of award. The option is reserved to renew this agreement for two (2) additional one year periods. Total agreement length will not exceed three years.

#	Item Description	Quantity	Unit	Unit Cost	Extended Cost
	See the attached pages for items and				
1	specifications				

NC State University is exempt from sales and/or use taxes on qualifying purchases. Tax exempt # 400021.

An ADDENDUM to this RFQ is possible. If required, any subsequent addenda must be submitted prior to the quote closing. It is the vendor's responsibility to verify that all applicable addenda are submitted prior to the quote closing date. Addenda are posted at https://evp.nc.gov/.

Scope of Work

Graphic Design, Web Design and Maintenance, Text Messaging, Translation, E-Mail Blast, Programming, updates and Production of various print and packing pieces to produce MULTI PIECE KITS AND COLLERTAL

Supplier must work with the department on various levels and with several individuals and teams to create, finalize, change, expand, update and produce VARIOUS products and FAMILES OF graphically coordinated multi-piece kits. Multi language products and kits also exist. PRINTING ON DIFFERENT TYPES OF MATERIALS, PROMOTIONAL ITEMS, STORAGE, FULFILLMENT, AND DROP SHIPPING.

The additional items ordered will be billed at the same unit cost as the initial bid.

The minimum number of additional items are shown with no maximum. The successful supplier will produce any newly ordered items within one to two weeks and have ready for delivery on an as needed basis. Note: There may be changes from initial orders to any item within the group.

The awarded supplier must provide the following items for use by the requestor. The requestor will determine the quantity of each item. Supplier must agree to deliver all items within a one to two-week period after initial order has been produced.

Supplier must occasionally be able to work with independent graphic designers to coordinate all work, to insure proper files are provided and to make changes to any art / electronic files to ensure a proper quality end product. Suppler will need to have an on-staff designer to work with the department as well. This is also a separate line item of the bid.

Supplier must be capable of providing all of the items. The award for this bid will be to a single supplier.

The supplier must provide proofs and re-proofs after any changes and this is to be included in the cost proposal. (Changes are inherent with these items) Please be sure to factor this into your proposed costs.

Supplier is to provide a complete mocked up sample of each item for final approval prior to final production.

The Suppler must coordinate with departmental representative for delivery times and off-loading sides. The Suppler must be available at all times via text, or cell phone to handle any needs necessary as required by the department. Last minute changes are inherent with this contract due to schedules of the department.

Artwork

All artwork will be furnished electronically and the Suppler will be required to do proofs to size, make any corrections, reproof as necessary, pull film and color proofs for all items. All process work is to print unless otherwise indicated at 175-line screen.

Evaluation Criteria

- Supplier's general approach and ability to meet the requirements of the bid. Each requirement outlined must be addressed separately.
- Supplier's successful completion of projects similar in size and scope.
- Supplier's ability to produce all items in one location.
- Supplier's references
- Cost Proposals

Note Pricing: The right is reserved to accept other than the lowest production rate as may be determined to serve the best interest of the University.

Sample Submission

Supplier is required to submit sample work of previous multi-piece, graphically coordinated materials to include: inner and outer boxes, several components made from different materials etc.

Supplier must submit samples of all paper and other materials to be used and identify each paper/material as to the name, weight, brand, caliper etc. and intended usage.

Samples must be provided in one box shipped to the following address:

NC State University Procurement Services Department 2721 Sullivan Dr. Raleigh NC 27695 Attn: Blain Woods

Reference Bid #: 63-JBW987400

Experience and Reference Requirements

Supplier must have previous experience in the design and production of multi-piece kits similar to this one, and experience must be proven prior to any award of this bid. Supplier is required to submit references.

Shipping Cost

Any and all inbound freight cost must to be included in pricing submitted on this bid. Delivery to 1 location in Raleigh is to be included. Outbound Freight for (Fulfillment / Drop) ship is a separate line item.

Past Performance

Past performance of NC State University printing contracts will be part of the evaluation criteria in the award of this bid.

Contract Period

One year from date of award with the option to renew for two (2) additional one year periods.

Campus Visits Required

Supplier must guarantee to visit any customer location in person as needed during the production of this project and all cost are to be included in this proposal. Any charges for couriers, overnight delivery, etc. are to be included in this proposal.

Press Check Requirements

The supplier must agree to cover the expense for a representative of the department to travel to the manufacturing plant as needed to proof every stage of production of each item. Such expense would include but not be limited to: mileage, airfare, rental car, ground transportation, lodging, meals, and any other out of pocket expense incurred while at contractor's location. The contractor further agrees that they will be responsible for any contracted per/ hourly fees associated with the representative visit if more than 4 hours of time is required, including travel and off hours' work based on a 24 hour per day schedule. The hourly rate is \$75.00 per hour for up to 8 hours and 1 1/2 times that amount for any night work, and 2 times that amount for weekend trips. The time starts when the representative leaves NCSU and ends when they return with nights and weekends incurring the stated fees as well.

Late Charge Fee

A charge of \$ 250 per day will be assessed for each calendar day that full delivery is late through the supplier's action or inaction. The delivery date and quantity ordered will be determined upon award of the contract.

Storage

Any cost associated with the "short term" storage (less than 1 month) and warehousing a temperature-controlled environment of the items should be included in any of the unit costs.

Item 1 Graphic Design / Concept / Layout / Translation

Cost per billable hour \$ _	per Hour
No Minimum	

Supplier may need to design, update, or redesign and illustrate all items listed below. All items designed need to fit within the "family of products'. Designer will work with the Department on various levels, times, and locations to start the design process. We expect there will be approximately 40-80 hours of "preliminary work" learning the people, process, and scope of this ongoing project. If the designer can prove that they can work with the department then this time can be billed. If it is determined that the designer cannot work with the department on these projects this time will not be paid for. There will be "language translation" requirement in the design.

A departmental committee will evaluate concept, design, and layout. Joint meetings between department, designer, and supplier will be scheduled at the discretion of the department. Hourly rate designer will charge for all Concept, Design, Layout, Changes, Proofs, Comps, and Translations. Etc. This applies only to the initial design etc. The contractor absorbs any changes made after the jobs are at the production stage of the project.

Please note: travel time or expense is not a billable expense. Only actual meeting, concept, layout, design, translation etc. is billable.

Item 2 Web Site Design- Maintenance

Cost per billable hour \$ per Hou

No Minimum

Web Site Design

Development of website to include-Organization of the Site map to effectively communicate available services and materials that are available. Design overall look of site to work with existing materials. Development of all individual pages using HTML and JavaScript. Posting and making accessible appropriate files for download. Integrating pages with server login, etc. as needed. Other requirements as defined by requestor to fully implement and maintain website.

Item 3 Text Messages / E-mail Blast / Programming

Cost per	billable hour	^ \$	per Hour

No Minimum

To include any and all setup to do e-mail, text messaging blast, providing a dashboard viewable for real time data and usage. Driving traffic to specific web links, and collection of data. Programming can include landing page design, and html programming. Vendor must have the ability to collect data from clicks, and provide reporting. Additional programming to include providing an OSX and Windows compatible interactive, multimedia application. The application is distributed to end users on cross-platform hybrid CD-ROM's replicated from a glass master, or distributed through the web. Programming to be written in the Lingo programming language using an integrated development environment (IDE) from Adobe Systems Incorporated with additional third-party application programming interfaces (API's) to support the display and printing of portable document files (PDF's) and to enable certain types of internet connectivity and file I/O not available in the core IDE. The application integrates vector and bitmap animations created in a combination of Adobe Illustrator and Flash, still images created or manipulated in Adobe Photoshop, and audio files recorded in a sound studio with professional voice talent and additional post processing and editing performed in-house.

Timeline animation and audio cuing code is used throughout the application to synchronize narration with visual content. The program incorporates numerous interactive elements that can be customized to the requestors needs. Maintenance and upgrades to current operating systems may be required in the future.

Teaching Manual

Front Cover Laminated 2 sides with 5 mil gloss lamination. Paper stock is 24 pt C1S stock. Flush cut, final trimmed size is 11" x 9 1/4". Print 4 Color Process 2 sides. Corners are die cut and Rounded opposite the binding edge.

Back Cover Laminated 2 sides with 10 mil gloss lamination. Paper stock is 24 pt. C1S stock. Flush cut, final trimmed size is 11" x 9 1/4". Print 4 Color Process 2 sides. Corners are die cut and Rounded opposite the binding edge.

Index Tabs - 6 tabs, 1/3 cut. Print 4 Color Process with aqueous coating on one side only, solids, bleeds, screens, etc. print on #2, 100# Gloss cover. 9/16" Mylar reinforced on Binding Edge, Mylar reinforcement on Tab Ext. 11" x 8 1/2" + 1/2" tab ext. 11" x 9" overall

Documentation - 78 pages, 39 sheets, print 4 Color Process with aqueous coating 2 sides, bleeds, solids, halftones etc. On #2, #80 Gloss Cover, collated, with tabs and front and back covers.

Note: Documentation is collated with front and back cover and 6 index tabs, then plasticoil bound. Color of plasticoil to be determined. Note: Plasticoil punch pattern is 5:1. Size of Binding element is 5/8" to 7/8".

Cost per Ea. In lots of 500 \$	(Initial order)
Cost per Ea. In lots of 10 \$	(Additional orders)

Item 7

Posters

Print 4 Color Process w/ AC, Solids, bleeds, etc. 17" x 22" scores and folds to 8 1/2" x 11" #2, 100 # Gloss text. 5 different versions. Print front only. Collated after fold to yield 5 different collated posters per set. Collate each poster to yield 5 posters per set, chipboard top and bottom and shrink wrapped.

Cost per Ea. In lots of 500 \$ (Initial order)

Cost per Ea. In lots of 10 \$ (Additional orders)

Flashcards

Print 4 Color Process 2 sides with AC. Solids, Bleeds, etc. Trim to 8 1/2" x 11". #2, 100# Gloss Cove	r
29 Different Cards. Collate with 4 Slip Sheets to separate different lots of cards. Shrink Wrap	
Completed Set.	

Cost per Ea. In lots of 500 $$ $$ $$	(Initial order)
Cost per Ea. In lots of 10 \$ _	(Additional orders)

Item 9

CD ROM / DVD

Minimum Order in Lots of 100

Print 4 Color Process with white (5 Colors). Clear Jewel Case with printed insert that is printed 4 Color Process for the front, spine and back of the Jewel Case. Duplicate Supplied Master and Silk Screen on Top of CD/DVD in 5 Colors (White + 4 Color Process) in a minimum of 133 Line Screen. Shrink wrapped finished CD /DVD Pack. Vendor to adjust artwork as necessary. Industry Standard CD/DVD in Standard Jewel case. CD/DVD Case is approximately 5 5/8" x 4 7/8" x 13/32". CD /DVD diameter is approximately 4 3/4". Insert for front of jewel case is approximately 4 3/4" x 9 1/2" overall and folds to 43/4" x 4 3/4". Back insert is approximately 5 15/16" x 4 5/8", panel's perf and folds at 1/4" x 5 7/16" x 1/4".

CD/DVD to be "Stamped from Glass Master" and individually verified. CD/DVD cannot be "burned", unless requested by customer. Printed or Plain Paper Sleeve may be used at customers request as opposed to jewel case, depending on their need.

	10	100	250	500+
Cost per Each CD in Packaging	\$	\$	\$	\$
Cost per Each DVD in Packaging	\$	\$	\$	\$

Rubber Stamp

Rubber stamp in plastic holder that is has a stamp pad attached. Rubber stamp is line art. Approximately 7/8". Holder for rubber stamp has pad printing of design on the handle.
Cost per Ea. In lots of 500 \$ (Initial order)
Cost per Ea. In lots of 10 \$ (Additional orders)
Item 11
Newsletter
Black / Black, No bleeds light coverage, #2, 100# Gloss Text. REPRO Sheets. 11" x 8 1/2" final trimmed size. 14 Ea. All sheets print a minimum of 150-line screen. Collate all newsletters, chipboard top and bottom and shrink wrap into sets.
Cost per Ea. In lots of 500 \$ (Initial order)
Cost per Ea. In lots of 10 \$ (Additional orders)
Item 12
Fulfillment
Place 1 finished Plastic Coil bound book inside Kit Box. Place 1 set of 5 different posters inside Kit Box. Place 1 set of 29 shrink wrapped flash cards inside Kit Box. Place 1 CD Rom inside Jewel Case Place 1 Printed insert inside Jewel Case for front, spine and back of jewel case. Place 1 Completed CD Package inside Kit Box Place 1 Rubber Stamp inside Kit Box Place 1 set of 14 English Version Newsletters inside Kit box. Close Kit box with Velcro Closures and place 10 completed Kits inside Shipping Container. Palletize Shipping Boxes and Store for up to 1 year.
Cost per Ea. In lots of 500 \$ (Initial order)
Cost per Ea. In lots of 10 \$ (Additional orders)

Additional Items

Item 13

Pick / Label / Pack / Ship (not including actual freight cos	Pick /	/ Label /	Pack /	Ship (ı	not including	a actual f	reight co	st
--	--------	-----------	--------	---------	---------------	------------	-----------	----

Pick individual Master Cartons, produce shipping label from supplied e-mail or fax and Drop ship to shipping destination. Drop Ship twice a week based on receipt of shipping information supplied. Bill Freight monthly.
Total for above option per box (Pick, pack, label, and ship)
Actual freight charges to be billed separately
Item 14
Spanish Sets Price as complete kit, items # 15-18 \$ per set based on 250 Sets
Price for complete kit items # 15-18 \$ per set based on 10 sets (additional orders)
Item 15
Posters
Print 4 Color Process w/ AC, Solids, bleeds, etc. 17" x 22" scores and folds to 8 1/2" x 11" #2, 100# Gloss text. 3 different versions. Print front only. Collated after fold to yield 3 different collated posters per set.
Cost per Ea. In lots of 250 \$ (Initial order)
Cost per Ea. In lots of 10 \$ (Additional orders)
Item 16
Flashcards
Print 4 Color Process 2 sides with AC. Solids, Bleeds, etc. Trim to 8 1/2" x 11". #2, 100# Gloss Cover. 29 Different Cards. Collate with 4 Slip Sheets to separate different lots of cards.
Cost per Ea. In lots of 250 \$ (Initial order)
Cost per Ea. In lots of 10 \$ (Additional orders)

Newsletter

Black / Black, No bleeds light coverage, #2, 100# Gloss Text. REPRO Sheets. 11" x 8 1/2" final trimmed size. 14 Ea. All sheets print a minimum of 150-line screen. Collate all newsletters.
Cost per Ea. In lots of 250 \$ (Initial order)
Cost per Ea. In lots of 10 \$ (Additional orders)
Item 18
Fulfillment on Spanish Versions
Collate 3 folded posters, slip sheet, collate 29 flashcards, slip sheet, collate 14 different newsletters. Chipboard Top and bottom insert card "Spanish Versions" and shrink-wrap into one master set of "Spanish Versions" consisting of 3 Posters, 29 flashcards, and 14 newsletters with slip sheets between different items and as indicated.
Cost per Ea. In lots of 250 \$ (Initial order)
Cost per Ea. In lots of 10 \$ (Additional orders)
Item 19
Brochures- Printed Sheets
Flat size of all sheets are 11" x 8 $\frac{1}{2}$ ". Folded Brochures are either Tri folds to 3 66" x 11" or Bi-folds to 8 $\frac{1}{2}$ " x 5 $\frac{1}{2}$ ". Critical transitions at all folds. 4 color process versions have aqueous coating, solid coverage 2 sides with full coverage and full bleeds. Critical Trim. Color Critical Pack 100 per shrink-wrapped pack. There may be various versions that will print at the same time or different. Paper is #2 100# gloss text paper or equivalent Minimum Order in Lots of 500 total or 5 packs of 100
Print as per Options below.
Option 1: Print 4 Color Process Version 2 Sides
Cost per pack of 100 \$ per pack
Option 2: Print 1 PMS 2 Sides
Cost per pack of 100 \$ per pack

Forms

Flat size of all sheets are 11" x 17". Folded Brochures fold to 11 x 8 $\frac{1}{2}$ " Critical transitions at all folds. 4 color process versions have aqueous coating, solid coverage 2 sides with full coverage and full bleeds. Critical Trim, Color Critical. Pack 100 per shrink-wrapped pack. There may be various versions that will print at the same time or different. Paper is #2, 100# gloss text paper or equivalent or 70# White opaque offset or standard colors. Minimum Order in Lots of 500 total or 5 packs of 100

Print as per Options below.

Option 1: Print 4 Color Process Sides	Version 2
Cost per pack of 100 \$	per pack
Option 2: Print 1 PMS 2 Sides	
Cost per pack of 100 \$	per pack

Item 21

Forms

3 different forms. All are 11" x 17" folded in half to 11" x 8 $\frac{1}{2}$ " and 3 hold drill. All forms print on 60# Exactopaque Offset. 1st form is Salmon, 2nd form is Tan, and 3rd form is Gray. All print 1 PMS color both sides. Possible bleeds and solids. Halftone and screen tints are on each form. Format of all forms are similar, but each print differently. The first 2 forms collate (50 Ea. Form 1, 50 Ea. From 2, and shrink wrap). The third form is shrink wrapped separately in lots of 50 ea. All three forms in there completed pack make a complete set. (Set consists of 50 ea. Of 2 in pack 1, and 50 ea. Of 1 in pack 2)

Cost per Set of Forms \$_____ per set

Minimum Order in Lots of 10 sets as defined below

Items 22-34

Forms / Pads

Flat size of all sheets are 11" x 8 1/2". Brochures are flat not folded. Four-color process versions have solid coverage 1 or 2 sides with full coverage and full bleeds. Critical Trim, Color Critical. Pack BULK with options as shown. There may be various versions that will print at the same time or different. Paper is 70# White opaque offset or #2, 100# Gloss Text. Coated sheets may require Aqueous Coating. All Uncoated forms should use laser compatible inks and print grain long to run in an office copier, or laser printer. Sheets may all be the same or each sheet may be different

Print as per Options below.

Item 22 Print 4 Color Process Version 1 Side (Per lot)		
A: COST LO	T OF 100 forms \$	based on 100 total unique forms
B: COST LO	T OF 500 forms \$	based on 500 total unique forms
C: COST LO	T OF 1000 forms \$	based on 1000 total unique forms
Item 23	Print 4 Color Process Vers	ion 2 Sides (Per lot)
A: COST LO	T OF 100 forms \$	based on 100 total unique forms
B: COST LO	T OF 500 forms \$	based on 500 total unique forms
C: COST LO	T OF 1000 forms \$	based on 1000 total unique forms
Item 24 Pri	nt 1 PMS 1 Sides (Per lot)	
A: COST LO	T OF 100 forms \$	based on 100 total unique forms
B: COST LO	T OF 500 forms \$	based on 500 total unique forms
C: COST LO	T OF 1000 forms \$	based on 1000 total unique forms

Item 25 Print 1 PMS 2 Sides (Per lot)

A: COST LOT OF 100 forms \$	 based on 100 total unique forms
B: COST LOT OF 500 forms \$	based on 500 total unique forms
C: COST LOT OF 1000 forms \$	
Item 26 Print 1 PMS 1 Sides on Cold	ored (Per lot)
A: COST LOT OF 100 forms \$	_ based on 100 total unique forms
B: COST LOT OF 500 forms \$	_ based on 500 total unique forms
C: COST LOT OF 1000 forms \$	_ based on 1000 total unique forms
Item 27 Print 1 PMS 2 Sides on 0	Colored Stock (Per lot)
A: COST LOT OF 100 forms \$	_ based on 100 total unique forms
B: COST LOT OF 500 forms \$	_ based on 500 total unique forms
C: COST LOT OF 1000 forms \$	_ based on 1000 total unique forms
Item 28 Print 1 PMS 1 Side on	NCR 2 part (Per lot)
A: COST LOT OF 100 forms \$	_ based on 100 total unique forms
B: COST LOT OF 500 forms \$	_ based on 500 total unique forms
C: COST LOT OF 1000 forms \$	_ based on 1000 total unique forms

Additional cost to:

Item 29	Shrink Wrap per pack as requested	Cost \$	_per pack
Item 30	Pad in 25's with Chipboard Back	Cost \$	_per pad
Item 31	Pad in 50's with Chipboard Back	Cost \$	_per pad
Item 32	Hand Collate per 100 sheets	Cost \$	_per 100 sheets
Item 33	Cost to Trifold per 100 Sheets	Cost \$	_per 100 sheets
Item 34	Cost to Corner Staple per 5 Sheets	Cost \$	_per 5 sheets

Binders

All binders are vinyl ring binders with industry standard Golden Eagle .0135+ Gage vinyl in standard finishes. Class 110. Any color, texture, or print. All binders are made to hold standard 11" x 8 1/2" sheets with allowance for index tab extensions of 1/2". All binders are to have Benson Angle D ring elements with boosters, and rings mount to back cover with exposed rivets, or round rings mounted to Spine, with concealed rivets. 1" binders have 110# binder board, 1 1/2" binders have heavy duty ring elements and 120# binder board and 2" binders have heavy duty ring elements with 125# binder board. All binders have inside front cover pockets that are 5" high and nylon scrim reinforcements in spine. All binders silk screen in one or two colors front, spine, and back cover. Some binders have an 8 1/2" x 11" 45 gage natural poly sheet lifter with silk screening on reverse side of poly.

Item 35

1" Binder (specs above) Cost \$ _____ per lot of 50 binders Minimum Order in Lots of 50 total Item 36 1 1/2" Binder (specs above) Cost \$ _____ per each lot of 50 binders Minimum Order in Lots of 50 total

2" Binder (sp	ecs above)
Cost \$	per each lot of 50 binders
Minimum Orde	r in Lots of 50 total

Item 38

Optional sealed in sheet to be printed

Cost to add on to base price of binders above it instead of silk screening on binder we choose to have a printed sheet sealed in behind clear vinyl on front cover and spine. Sheet is to be printed 4 color process 1 side to size, with bleeds and heavy solids. Paper is to be #2, 100# Gloss Cover.

Cost \$ per lot of 50 binders.

Item 39

Index Tabs

110# White index, 11" x 8 $\frac{1}{2}$ " + $\frac{1}{2}$ " tab extension. Clear or colored Mylar on Tab Extension. 9/16" reinforcement on Binding edge. 3 hole drill, do not collate. Tabs print black ink 2 sides on tab extension only, positive copy. Set copy and proof.

A.	1 Set of tabs 5 tabs per set. 1 Bank of 5 Tabs, 1/5 cut
	Cost \$ per for 50 sets of 5 tabs per above.
B .	1 Set of tabs 8 tabs per set. 2 Banks of 4 Tabs, 1/4 cut
<i>C</i> .	Cost \$ per for 50 sets of 8 tabs per above.
D.	1 Set of tabs 10 tabs per set. 2 Bank of 10 Tabs, 1/5 cut
	Cost \$ per for 50 sets of 5 tabs per above.

Minimum Order in Lots of 50 total.

Documentation

Price Documentation below in increments of 16 pages. All documentation will print 2 color (black and a PMS color) 2 sides. Print on 70# white smooth opaque offset. Collated, 3 hole drill, chipboard front and back and insert into binders, then shrink wrap binder. Price assuming light to medium coverage with no bleeds. Also price option for 4 color process. These may be printed, or copied depending on page count and quantity Assume minimum of 50 sets

Price per Set of 50 based on ink colors and number of pages below

	16 pages	32 pages	48 pages	64 pages	128 pages
Price per 50 Sets.					
2 Colors 2 Sides	A	B	C	D	E
4CP 2 Sides	F	G	Н	I	J

Booklet

Booklets finished size of 8.5" x 11" Saddle-stitched ,Print 4 Color Process 2 Sides Solid Coverage, with or without aqueous coating if requested by end user. #2, 80# coated cover / #2, 80# coated text, or uncoated 80# Cougar cover, and 70# Cougar text. Assume solids and bleeds, critical gutter jumps, etc. Shrink-wrap in 5's, 10's or 25's depending on requirements. Traditional Offset printing or Digital Printing depending on quantity ordered, to be determined by the end user.

•	. ,	500	1000	
A:	16 PP + Cover	Cost \$	\$	per Box of 25
B:	20 PP + Cover	Cost \$	\$	per Box of 25
C:	32 PP + Cover	Cost \$	\$	per Box of 25
D:	48 PP + Cover	Cost \$	\$	per Box of 25
E:	56 PP + Cover	Cost \$	\$	per Box of 25
F:	64 PP + Cover	Cost \$	\$	per Box of 25
G : Ad	dd on per sheet to Strai	ght Line Perf per each	n sheets Cost \$ _	
F : S	hrink Wrap per pack as	requested Cost \$		
Minim	num orders in quantities	of 500 Ea. Box in 25'	S.	

Item 42

Spork

Thick Heavy Duty reusable Biodegradable Polypropylene Plastic combined spoon, fork and knife three as one. Logo Silk Screened in 1 color on back in stem. Approximately 6 ¾" L X 1 1/2" W X 2/3" H. Weight is approximately 9G. Different Colors may be ordered. Imprint may vary per lot.

Cost per box of 250 \$	per	box

Minimum Order in Lots of 1000 Ea. 4 boxes of 250

Display Board

4 separate pieces per display. Sizes are (3 Ea. 24 " x 35") rectangle, and (1 Ea. 14 1/4" x 23 1/2") die cut oval. Material is 10 mil Polycarbonate with reverse print on ink receptive coating. Print 8 colors (CMYK) + 4 Additional colors with Endura Chrome inks with UV inhibitor. Resolution is 1200 DPI. Inks to migrate through ink receptive coating and become stable. Laminate Back of Polycarbonate with aggressive adhesive high tac white gloss vinyl. Trim / Die cut to final size. Apply velcoin strips to back of vinyl backing in corners and centers of display boards. Pack set of 4 pieces into flat corrugated shipping container, seal, and label. There may be various versions that will print at the same time or different times.
Lot of 1 \$ Cost Each Display
Minimum Order in Lots of 1 Ea.
Item 44
Pull Up Displays
1 piece pull up design with base. Construction of Extruded Aluminum, Display Unit case is sized to fit width of base. Live image area of varies based on the width of the banner. Material for banner is printed with UV Inks and is 15 Oz. flat polypropylene. Retractable Display can display three heights from 69" to 92". Widths of Graphics are 24" 36" or 48" depending on size needed. Price to include: print full color graphic, display, and carrying case. Size and options may vary based on requestors needs.
A ; Lot of 1 \$ 24" W B : Lot of 1 \$ 36" W. C : Lot of 1 \$ 48" W.
Minimum Order in Lots of 1 Ea.
Item 45
Brochures
Print 4-color process with aqueous coating, solid coverage 2 sides with full coverage and full bleeds. Brochure is 21 7/8" x 6 3/4" flat, Rolls and folds to 4 1/2" x 6 3/4". Critical transitions at all fold. Critical Trim. Color Critical. #2, 80# gloss text paper or equivalent. Pack 100 per shrink-wrapped pack. There may be various versions that will print at the same time or different times.
Cost per pack of 100 \$ per pack
Minimum Order in Lots of 500 total or 5 packs of 100

Posters

Print 4cp w/ AC, Solids, bleeds, etc. 18" x 24" #2, 100# Gloss text. Print front only. Laminate 1 per 25
posters in 5 mil 2 sides gloss film laminate, flush trim laminate. Pack 24 unlaminated posters and 1
laminated poster into flat corrugated shipping container, seal, and label. There may be various versions
that will print at the same time or different times.

Cost per box of 25 \$	_ per box
Minimum Order in Lots of 2	50 total or 10 boxes of 25

Item 47

Magnets

7 3/8" x 2" rectangular magnet. Prints 4 CP + gloss varnish in 150 line screen. Print on 100# gloss text sheet, laminate to 20-mil magnetic backing, UV Coat or Gloss Laminate 1 side. Die cut (kiss cut may be required) to final size of 7 3/8" x 2". Package 250 per pack. There may be various versions that will print at the same time or different times.

Cost per box of 250 \$ _____ per box

Minimum Order in Lots of 2 box of 250

Item 48

Measuring Spoon

Red ABS Polypropylene Plastic spoon, $7/8" \times 4 \frac{1}{2}" \times 1 \frac{3}{4}"$. Measures 1/4, 1/2, and one teaspoon plus one tablespoon, dishwasher safe. Imprint in 1 PMS color 1 side. Pack 50 per package.

Cost per pack of 50 \$ _____ per package

Minimum Order in Lots of 500 or 10 packs of 50

Write On Wipe Off Boards

Write On Wipe Off Boards, printed 4 Color Process front only. Possible bleeds and heavy coverage. Minimum of 12 Pt. Paperboards, laminated with special film laminate to enable use of write off pens. Board to have a clip and a pen attachable, and board should have 4 rounded corners, and 4 magnets applied to each corner on the back. Board and pen with clip to be individually poly bagged, and packed 25 individual poly bagged units per master bag. 250 per master carton. Boards have a finished size of 11" \times 8 $\frac{1}{2}$ "

Cost per box of 250 \$	per box
Minimum Order in Lots of 250	
Item 50	
Ink Pens	
Click Stick, with White Barrel a on barrel. Package 100 per inn	nd Red trim, ink pen. Medium point black ink pen. Imprint in 1 PMS color ier box.
Cost per box of 100 \$	per box
Minimum Order in Lots of 500	or 5 boxes of 100
Item 51	
Pencil	
color imprint, on solid color per	nead, 7 7/16" x6" diameter Brass ferrule and pink erasers. One PMS ncil. Imprint color and pencil color may vary. There may be multiple rs per order. Imprint area is 4"W x 3/4" H.
Cost per box of 250 \$	per box
Minimum Order in Lots of 2 box	xes of 250 or 500 total

Portfolio

Standard vinyl clip portfolio with silver BC-170 clip, 12 3/4" x 9 1/4" with industry standard Golden Eagle.0135 Gage vinyl in standard finishes. Class 110. Any color, texture, or print. Silk-Screen 1 color on front and back Cover. 1 inside diagonal pocket. 120 pt. binder board. Sealable foam padding front and spine. Scrim reinforcement in spine. (1) 50-sheet white ruled pads inserted into portfolio. Pad is 8 1/2" x 11 3/4" with perfed sheets. (1) Oversized inside front cover bus card pocket 3 side seal open at top in clear vinyl. Business card pocket placed on diagonal pocket.

Cost per Each \$	_
Minimum Order in Lots	of 50 total

Item 53

Folder

Folder made from a 12pt. C1S paperboard, printed 4 Color Process Solid Coverage. Size of Folders are 11 3/4" high x 9 9/16" wide with a knife back. Folder is gloss film laminated one side of the sheet and has (2) 4 1/2" pockets. Reinforced edge construction, Colors are critical, Critical transitions, Full bleeds. Pack in lot of 250 or 100 per box depending on end user requirements. There may be various versions that will print at the same time or different times.

Cost \$	per	500
---------	-----	-----

Minimum Order in lots of 500 (2 boxes of 250, or 5 boxes of 100)

Item 54

Folder

Folder made from a 100# Lynx Uncoated Cover, printed 4 Color Process Solid Coverage. Size of Folders are 12" high x 9" wide with a knife back. Folder has (2) 4" pockets. Tuck and Glue construction, Colors are critical, Critical transitions, Solid Coverage with or without bleeds. Pack in lot of 250 or 100 per box depending on end user requirements. There may be various versions that will print at the same time or different times.

Cost \$	per	500
---------	-----	-----

Minimum Order in lots of 500 (2 boxes of 250, or 5 boxes of 100

Briefcases

Canvas or (Poly vinyl) briefcase with 1 1/2" detachable shoulder strap (with pad) approximately 17" x 12" with a 3" capacity. 2 canvas handles. Zipper Closure. 2 inside dividers. 3 small inside calculator / PDA style pockets. 2 set of 3 pen holders. Metal closures and hardware. Silk Screen in one location in up to 2 imprint colors. Vendor must supply sample case for approval prior to actual production. Briefcase color and imprint colors / design may change. There may be various versions that will print at the same time or different times. New versions should cost the same. Department will decide the acceptability of the briefcases. Vendor to provide briefcases that is approved by department.

Cost per Briefcase \$	_per Each
Minimum Order in Lots of 24	Fa

Item 56

Cutting Board

11 $\frac{1}{2}$ "H x 15" W rectangular that is die cut with rounded corners, food grade plastic self-healing cutting board. Material made from a specialized patented blend of additives with a polypropylene base .022" thick, 11 $\frac{1}{2}$ "H x 15"W with rounded corners. Frosty Clear cutting board foil stamps black + 1 PMS color with tight registration, chokes & spreads, and overprints. Imprint area is approximately 4" x 5". Print in reverse on back of board so logo / type is shown in right reading. Pack in clear plastic bag, seal bag. Bag prints 4 color process + white. Pack 100 per shipping carton. There may be various versions that will print at the same time or different times.

Cost per p	pack of 100) \$	p	er pac	k		
Minimum	Order in Lo	ots of	500 tota	al or 5	boxes	of 1	100

Item 57

Measuring Cup

2 Cup Plastic measuring cup. Frosty clear (food grade) Polypropylene, with handle. Average wall
thickness of .068" Approximate size is 3 $\frac{3}{4}$ " diameters at top and 2 $\frac{3}{4}$ " diameter at bottom. Silk Screer
1 PMS color wrap imprint, with measurements and logo.

Cost per box	of 50 \$	 per	box

Minimum Order in Lots of 500 Ea. 10 boxes of 50

Dry Measuring Cups

Measuring cup set includes four cups, measuring 1/4, 1/3, 1/2 and 1 cup. Markings in both ML and Cups. Imprint goes on largest cup. Material is White Polypropylene. Overall Size of the set of 4 is 2-3/4" x 5-1/2. Packed in individual polybag. Imprint area is 1 $\frac{1}{2}$ x 1 $\frac{1}{2}$ on largest cup. Imprint 1 PMS Color.

Cost per Each of \$ _____ 50 per box Minimum

Order in Lots of 500 Ea. 10 boxes of 50

Item 59

Flash Drive

Silver with Red Trim Plastic Shell, Loop on end so it will fit on a split key ring. Two piece design 2.64" W X .83" W X .3125" D. Silk Screen 1 color, 1 side. Inserted individually into cello sleeve. Unlimited data Pre loading either erasable or Non-Erasable of customer data to be embedded on Drive as required by End User. Style and color may be changed by the requestor.

	100 Ea.	250 Ea.	500 Ea.
2 GB Capacity	Cost\$ Ea.	Cost \$ Ea.	Cost\$ Ea.
4 GB Capacity	Cost\$ Ea.	Cost\$ Ea.	Cost\$ Ea.
8 GB Capacity	Cost\$ Ea.	Cost\$ Ea.	Cost\$ Ea.
16 GB Capacity	Cost\$ Ea.	Cost \$ Ea.	Cost\$ Ea.

Item 60

Flying Disk Ring

9 5/8" diameter Flying Disk. Hole in cei	nter that is 6 9/16". M	lolded from polypropy	ylene. Imprint
around perimeter of disk in one PMS c	olor. Single or Assort	ted colors, of rings ar	e available.

Cost per box of 250 \$ per box

Minimum Order in Lots of 500 Ea. 2 boxes of 250

Bottle

20 oz. premium low-density sports bottle with assembled push pull cap. Molded from LDPE (low-
density polyethylene) LDPE is BPA-Free. 3-1/4" diameter x 8" tall Imprint Area: 2 3/8"H x 3-1/2" W
Dishwasher Safe - top racks only. Imprint in one PMS color.

Cost per box of 50 \$ _____ per box

Minimum Order in Lots of 250Ea. Or 5 boxes of 50

Item 62

Bag

Red Bag with one color imprint. 80 Gram Non-Woven, Coated Water-Resistant Polypropylene,

7" W x 9" H x 4" D, Web Handle with Coordinating Color to match Bag, Front slip pocket for additional storage, Hook and loop closure, PEVA Lining 50 per box.

A: Cost \$ _____ per box of 50 based on 2500

B: Cost \$ _____ per box of 50 based on 5000

Item 63

Vegetable Brush / Peeler

Nylon Brush in White Plastic Ergonomic handle, with rubber non-slip grip. Stainless steel blades for peeler. White Plastic with Red, Black, Blue or Green Trim. Dishwasher Safe and hole in handle for easy storage. 1" Wide x 8 3/4" Long. Imprint 1 color on handle. 100 per box.

A: Cost \$ _. 500	 per box of	100	based	on
B: Cost \$	 per box of	100	based	on

Bottle

wall construction with	th Twist-on Lid with F	neter x 7" tall Molded from food-safe F Flip Top opening, contoured, tapered b , TBD. 1 color 1 location imprint.	
A: Cost \$ p	per box of 50 based o	on	
B: Cost \$ p 5000+	per box of 50 based o	on	
Item 65			
Assembly, Fulfil	lment, Pick, Pacl	k, and Ship by UPS or other m	ethod
warehouse at their I above by each ship indicated number of label. Furnish report schedule of shipme	ocation, pick on Dem ment, count, pack, ke f pieces and boxes pe ting (digital format) fo nts, and they will be u	·	ort, pick individual items abel contents, verify, uce and apply shipping d address. There is no
- -		an range from one of some items to	hundreds of each item.
A: Cost per each bo	x picked packed and	d dropped shipped \$per box.	
No Minimum			
Freight Cost \$		per box.	
Item 66			
Warehousing / Lo	ong Term Storage		
controlled environm		al or boxes or skids for longer than 1 arms, store in secured area, put away or above.	
Cost per Box \$	_ (or) Skid	per Month	

INSTRUCTIONS TO BIDDERS

- 1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- NOTICE TO BIDDERS: All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Request for Quotation, the specifications, and the North Carolina State University General Contract Terms and Conditions.

The University objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS**.

By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **DEFINITIONS:**

- BIDDER: Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
- TERM CONTRACT: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
- STATEWIDE TERM CONTRACT: A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
- AGENCY SPECIFIC TERM CONTRACT: A Term Contract for a specific agency.
- OPEN MARKET CONTRACT: A contract for the purchase of a commodity not covered by a term contract.
- 4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
- 5. ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina State University General Contract Terms and Conditions, and (4) Instructions to Bidders.
- 6. <u>TIME FOR CONSIDERATION</u>: Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
- 7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- 8. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
- 9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
- 10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
- 11. <u>CLARIFICATIONS/INTERPRETATIONS:</u> Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 12. <u>ACCEPTANCE AND REJECTION:</u> The University reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

13. **REFERENCES:** The University reserves the right to require a list of users of the exact item offered. The quote evaluators may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

14. **TAXES:**

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provide by Chapter 32 of the Internal Revenue Code
- OTHER: Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
- 15. AWARD OF CONTRACT: As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to the University as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the University to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the University or the bidder, the University reserves the right to accept any item or group of items on a multi-item bid.

 The University reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the University to be pertinent or peculiar to the purchase in question.
- 16. <u>HISTORICALLY UNDERUTILIZED BUSINESSES:</u> Pursuant to General Statute 143-48 and Executive Order #150, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
- 17. **CONFIDENTIAL INFORMATION:** Contractors should give specific attention to the identification of those portions of their proposals that they deem to be trade secrets and provide any justification why such materials, upon request, should not be disclosed. However, if the information you deem confidential is NOT a trade secret then the information will be released. The University may only keep information confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3.

Contractors shall clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks **all** pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

- 18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the University's property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
- 19. PROTEST PROCEDURES: A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
- 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.
- 21. <u>RECIPROCAL PREFERENCE:</u> G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
- 22. ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES: The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Vendors must:

a. Assure all features, components and sub-systems of the software or IT System contained on this RFQ fully comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), (http://www.section508.gov);

OR

Detail why any feature, component or sub-system contained in this RFQ does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;

- b. If the <u>Voluntary Product Accessibility Templates</u> (VPAT) (http://www.access-star.org/ITI-VPAT-v1.2.html) are used, they must include compliance checklists for:
 - 1. Technical Standards,
 - 2. Function and Performance Criteria
 - 3. Documentation and Support
- c. The product offered in response to this RFQ is subject to an accessibility evaluation by the University.

NORTH CAROLINA STATE UNIVERSITY GENERAL CONTRACT TERMS AND CONDITIONS

(Contractual and Consultant Services)

- 1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
- 2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to is validity, construction, interpretation and enforcement shall be determined.
- 3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
- 4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
- 5. BACKGROUND CHECKS: The Supplier shall, at no additional cost to the University, secure appropriate background checks for all employees to be assigned to any resulting contract. These background checks shall include criminal conviction and sex offender checks at a minimum. These background checks shall be maintained by the supplier and are subject to audit by appropriate University or state officials at any time during and for five (5) years after the contract end date. NC State may withhold consent for any of Supplier's employees to be placed on a University assignment at its sole discretion. The Supplier shall immediately (same day as notification) remove any employee from NC State property that the University deems unfit for any reason.
- 6. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
- 7. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

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

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

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

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

8. **FORCE MAJEURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 9. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.
- 10. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The University is responsible for all payments to the contractor under the contract. Payment may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
- 11. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement.
- 12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
- 13. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
- 14. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of Contractor's provision of Services shall vest in NC State. Works of authorship and contributions to works of authorship created by Contractor in connection with its provision of Services are hereby agreed to be "works made for hire" within the meaning of 17 U.S.C. 201. However, if NC State is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then Contractor hereby assigns to NC State all right, title, and interest in such works and contributions.

Contractor agrees to provide NC State with any and all reasonable assistance which NC State may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by NC State.

Contractor warrants that its Services do not infringe the copyright of others and agrees to release, discharge and hold harmless NC State, its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of the Services or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.

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

- 15. ACCESS TO PERSONS AND RECORDS: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract. Further, the University Internal Auditor shall have the same access to persons and records.
- 16. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

- 17. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 18. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
- 19. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
 - c. Automobile Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit, on a per occurrence basis shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

- 20. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising.
- 21. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Quote, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.

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

- 22. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the University and the Contractor.
- 23. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- 24. **GENERAL INDEMNITY:** The contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the University's agents who are

involved in the delivery or processing of contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

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

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

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

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

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

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

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

- 27. **PERSONAL IDENTIFIERS:** If the University provides the Contractor with personal identifiers as listed in North Carolina General Statute 131-1.10 or any other legally confidential information, Contractor hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from University is necessary for the performance of Contractor duties and responsibilities on behalf of the University. Contractor further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.
- 28. IRAN DIVESTMENT ACT -CERTIFICATION AND ONGOING OBLIGATIONS: The NC General Assembly recently enacted the Iran Divestment Act (S.L. 2015-118). This requirement applies to all units of State government and to all political subdivisions of the State. The Iran Divestment Act List is a list published by the North Carolina Department of State Treasurer pursuant to the requirements of this Act that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx.

By accepting an order from the University, the Contractor certifies that, as of the date of acceptance, it is not on the thencurrent version of the Iran Divestment Act List. Contractor agrees to not contract with any person to perform a part of the contractual work, if, at the time the Contractor enters into a subcontract, that person is on the then-current version of the Iran Divestment Act List. Contractor further agrees to notify the Procurement Specialist if, at any time during the contract term, including any renewal terms, it is added to the Iran Divestment Act List.

REFERENCES

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

#1	Company Name:	
	Contact Name:	
	Email Address:	
	Telephone Number:	
		
#2	Company Name:	
	Contact Name:	
	Email Address:	
	Telephone Number:	
#3	Company Name:	
	Contact Name:	
	Email Address:	
	Telephone Number:	

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

RFQ #: 63-JBW987400

EXEC	UTION OF QUOTATION	DATE:	_	
The pot	ential Contractor certifies the fol	lowing by placing an "X"	in all blank spaces:	
	That this proposal was signed by an authorized representative of the firm.			
	That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.			
	That all labor costs associated costs.	with this project have been determined, including all direct and indirect		
N/A	That, if required, the potential operations associated		e preproposal conference and is aware of the rvices.	
			et forth in this Request for Quote with no nanges to the original requirements or terms of the	
_	That the potential Contractor ca	an obtain a performance bo	and, if required herein, and insurance as specified.	
	owners of an unincorporated by General Statutes, the Securities	usiness entity has been con Act of 1933, or the Securi	collusion, that none of our officers, directors, or victed of any violations of Chapter 78A of the ities Exchange Act of 1934 (N.C.G.S.§143-59.2), S. 143-59.1. False certification is a Class I	
the und		s proposal is accepted with	on, and subject to all terms and conditions thereof, in thirty (30) days from the date of the opening, to ract period.	
CONTR	ACTOR	ADDRESS		
			PHONE:	
CITY A	ND STATE	ZIP CODE	FAX:	
BY		TITLE:		
	(SIGNATURE)	E-MAIL:		
Type or Printed Name Federal Identification Number		dentification Number		

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