

STATE OF NORTH CAROLINA Central Piedmont Community College	REQUEST FOR PROPOSAL NO. 88-250026-JE	
	Contract Name: Jennifer Ennis	
	Bid Opening Date: February 12, 2025, at 2 p.m.	
Refer <u>ALL</u> inquiries regarding this RFP to: Jennifer Ennis jennifer.ennis@cpcc.edu 704-330-6089	Issue Date: 12/18/2024	
	Commodity Code: 811121	
	Purchasing Agency: Central Piedmont Community College	
	Requisition No.: N/A	

OFFER

The Purchasing Agency solicits offers for Services and/or goods described in this solicitation. All offers and responses received shall be treated as Offers to contract as defined in 9 NCAC 06A.0102(12).

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for one hundred eighty (180) days from date of offer opening unless otherwise stated here: _____ days

ACCEPTANCE OF OFFER

If any or all parts of this offer are accepted, an authorized representative of Central Piedmont Community College shall affix its signature hereto and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's Offer. A copy of this acceptance will be forwarded to the awarded Vendor(s).

<p><u>FOR CENTRAL PIEDMONT COMMUNITY COLLEGE USE ONLY</u></p> <p>Offer accepted and contract awarded this date _____, as indicated on attached certification, by _____</p> <p>(Authorized representative of Central Piedmont Community College).</p>

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1.0 ANTICIPATED PROCUREMENT SCHEDULE

The Agency Procurement Agent will make every effort to adhere to the following schedule:

Action	Responsibility	Date
RFP Issued	Agency	December 18, 2024
Written Questions Deadline	Potential Vendors	January 15, 2025, by 2 p.m.
Agency's Response to Written Questions/ RFP Addendum Issued	Agency	January 22, 2025 (intent)
Offer Opening Deadline	Vendor(s)	February 12, 2025, by 2 p.m.
Offer Evaluation	Agency	Begins TBD
Selection of Finalists	Agency	TBD
Oral Presentations and/or Product Demonstrations by Finalists (Optional – Only if requested by the College – Not all vendors may be invited to provide a presentation or demonstration)	Selected Vendors	TBD
Negotiations with Finalists	Agency designees and selected Vendor(s)	TBD
Best and Final Offers Deadline from Finalists	Selected Vendors	TBD
Contract Award	Agency	TBD
Protest Deadline	Responding Vendors	15 days after award

2.0 PURPOSE OF RFP

2.1 INTRODUCTION

The purpose of this RFP is to solicit Offers for a content management system, redesign of our public-facing website (<https://www.cpcc.edu>), and to help us integrate it with Element451, our student Customer Relationship Management (CRM) system.

This work, which we view as a true working partnership between the internal Central Piedmont teams and the vendor partner, will aid us as we engage with prospective students by allowing us to develop, execute, and measure the effectiveness of personalized communications based on where the student is in the enrollment funnel. Additionally, we want to provide a seamless experience across all devices, streamline the navigation to make it easy for prospective students to find and act on relevant content, optimize the website for search, ensure the website is compliant with accessibility standards, and improve the ability of subject matter experts to manage content.

Note: The college’s existing branding will be used for the website, so a complete rebrand and/or a brand study is not in scope for this work. Learn more about Central Piedmont’s brand (located in Attachment J) to determine how you will apply it to the new website’s design.

2.2 AGENCY BACKGROUND

Founded in 1963, Central Piedmont Community College has eight locations throughout Mecklenburg County, North Carolina, offering nearly 300 degrees, diploma, and certification programs; customized corporate training; market-focused continuing education; and special interest classes.

Central Piedmont enrolls more than 43,000 students annually in college credit programs and more than 12,500 in continuing education programs. The college is the second-largest community college in North Carolina.

Central Piedmont is highly accessible and convenient to people of all ages who want a real-world, affordable, hands-on education that will transform their lives and strengthen the economic, social, and cultural environment of Mecklenburg County. Central Piedmont is also a smart investment. At a fraction of the cost of a four-year institution, students learn by doing, receiving a combination of technical and soft skills training from quality faculty who prepare them to enter the workforce and make a difference in their family, business, community, and world.

2.3 SUMMARY OF PROBLEM STATEMENT

Central Piedmont’s website, www.cpcc.edu, is managed by the Digital Strategy team in the Communications, Marketing, and Public Relations (CMPR) department, with technical support from Information Technology Services (ITS).

The website was last redesigned in 2019, and over the years, it has expanded to accommodate the needs of many types of website visitors, serving as the “digital front door” for the institution. For many, interacting with the website is their first chance to learn about Central Piedmont, the breadth and depth of the programs offered, and the exciting opportunities to pursue and achieve their educational or career goals.

Over the years as the website has grown, it is no longer focused on our primary audience, prospective students. Both qualitative and quantitative data show that prospective students get lost on our website and often find it difficult to take action, such as fill out an inquiry form, register for an event, sign up for a campus tour, or complete the application. The new website must provide clear, actionable steps for prospective students to learn about our programs, apply to Central Piedmont, and complete the enrollment process.

Overhauling www.cpcc.edu to focus on converting prospective students will set Central Piedmont apart from other community colleges. Providing an exceptional user experience on all devices that facilitates program discovery and encourages applications can influence students' intent to enroll. Further, we need to collaborate with other internal teams to integrate with Element451, our student CRM system, that will allow us to tailor communications to each student to move them through the enrollment funnel, keep them engaged, and make a

successful start at the college. Realigning the website to prospective students will also enable us to reduce unnecessary content and bloat by narrowing the website's scope.

In addition, implementing a conversion-focused website will allow us to learn more about how prospective students interact with us online. This fresh approach emphasizes what students need to know while deciding when and how to continue their educational journey. Leveraging the latest technology and integration with Element451 facilitates our ability to improve the design and functionality of the site. It will also allow us to measure the website as a positive influence on students' decision to choose Central Piedmont for their academic or professional goals, which is not possible in our current environment.

2.4 CONTRACT TERM

A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall be three (3) year(s) and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier.

2.5 EFFECTIVE DATE

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.

2.6 CONTRACT TYPE

Indefinite Quantity Agency Specific Contract – Pursuant to 9 NCAC 6B.0701, this solicitation will establish an indefinite quantity agency specific contract between a Vendor and the State. The quantity of Goods or Services that may be used by the State is undetermined. An estimated quantity based on history or other means may be used as a guide but shall not be a representation by the State of any anticipated purchase volume under any contract made pursuant to this solicitation.

The State reserves the right to make partial, progressive or multiple awards where it is advantageous to award separately by items; where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; or where other factors are deemed to be necessary or proper to the purchase in question.

3.0 REQUIREMENTS

Requirement means, as used herein, a function, feature, or performance that the System must provide. If the offer cannot meet the requirements, they will not be evaluated.

3.1 IT SECURITY REQUIREMENTS

Using the following table, indicate if the vendor’s solution meets these requirements:

Requirement	Solution meets the Requirement (Indicate Yes or No)	Details (Provide any relevant supporting details.)
a. Solution must support secure login and authentication standards, with support for Security Assertion Markup Language (SAML) and/or Microsoft Entra single sign on (SSO).		
b. Solution must ensure that security patches for vulnerabilities published by the platform vendor or otherwise (Common Vulnerabilities and Exposures (CVE)) are applied with timing appropriate to their severity as defined by the Common Vulnerability Scoring System (CVSS) or similar.		

4.0 ENTERPRISE IT SPECIFICATIONS

Specification means, as used herein, a detailed description that documents the function and performance of a system or system component.

The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only processes, configurations, materials and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods or other Deliverables. Alternate or substitute Services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor’s certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

4.1 SITE AND SYSTEM PREPARATION

Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed or implemented shall operate properly and efficiently within the site and system environment. Any alterations or modification in site preparation, which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.

4.2 EQUIVALENT ITEMS

Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard for determining substantial conformity during evaluation, unless otherwise specifically stated as a brand specific requirement (no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent offers must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison.

4.3 ENTERPRISE LICENSING

In offering the best value to the State, Vendors are encouraged to leverage the State's existing resources and license agreements, which can be viewed here:

<https://it.nc.gov/resources/statewide-it-procurement/statewide-it-contracts>

1. Identify components or products that are needed for your solution that may not be available with the State's existing license agreement.
2. Identify and explain any components that are missing from the State's existing license agreement.
3. If the Vendor can provide a more cost-effective licensing agreement, please explain in detail the agreement and how it would benefit the State.

4.4 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE

The Conversion-focused website will be required to receive and securely manage data that is classified as medium risk. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.

To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all Vendor-provided, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

- (a) Central Piedmont Community College utilizes and accesses information from a Vendor's Higher Education Community Vendor Assessment Toolkit (HECVAT) to evaluate the vendor's ability to securely manage data. The college requests a completed HECVAT with offer submission. The college reserves the right to require this prior to contract award.
- (b) Upon request, Vendors shall provide a current independent 3rd party assessment report in accordance with the following subparagraphs (i)-(iii) prior to contract award. However, Vendors are encouraged to provide a current independent 3rd party assessment report in accordance with subparagraphs (i)-(iii) at the time of offer submission.

(i) Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, ISO 27001, or HITRUST are the preferred assessment reports for any Vendor solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted).

(ii) A Vendor that cannot provide a preferred independent 3rd party assessment report as described above may submit an alternative assessment, such as a SOC 2 Type 1 assessment report. The Vendor shall provide an explanation for submitting the alternative assessment report. If awarded this contract, a Vendor who submits an alternative assessment report shall submit one of the preferred assessment reports no later than 365 days of the Effective Date of the contract. Timely submission of this preferred assessment report shall be a material requirement of the contract.

(iii) An IaaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS permitted by the terms of a written agreement between the two vendors and the scope of the IaaS certification or assessment report clearly includes the SaaS solution.

(c) Additional Security Documentation. Prior to contract award, the State may in its discretion require the Vendor to provide additional security documentation, including but not limited to vulnerability assessment reports and penetration test reports. The awarded Vendor shall provide such additional security documentation upon request by the State during the term of the contract.

4.5 ARCHITECTURE DIAGRAMS

The two diagrams are Network Architecture and Technology Stack. The State utilizes architectural diagrams to better understand the design and technologies of a proposed solution. Details on these diagrams can be found at the following link: <https://it.nc.gov/resources/statewide-it-procurement/vendor-engagement-resources#Tab-Architecture-1192>

The State reserves the right to request architectural diagrams of the vendor prior to any contract award. This will be communicated to the vendor by the agency as needed during the evaluation period. In addition, the State reserves the right to request additional diagrams after contract award.

4.6 SOLUTION ROADMAP

A Solution Roadmap defines the vision and strategic elements of the solution. The Solution Roadmap is a plan of action for how a Solution will evolve over time. The minimum content should include:

- vision for the solution
- high-level functionality expected for each solution released into production environment
- high-level timeline

- description of how customer feedback is collected and incorporated into solution enhancements

Describe the solution roadmap for your product. Include content on release strategies for functionality, roadmap for technical architecture, and how scalability of solution is planned.

4.7 IDENTITY AND ACCESS MANAGEMENT: RESERVED

4.8 INTEGRATION APPROACH

Describe proposed solution capabilities to interoperate with other solutions. Identify the standards supported, integration platforms, adaptors, APIs, and the like.

4.9 DISASTER RECOVERY AND BUSINESS CONTINUITY

Describe the proposed solution's capabilities related to the following areas:

1. Disaster Recovery Plan (DRP) – describe how proposed solution supports Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) metrics.
2. System Backup – describe backup plan capabilities.
3. Disaster Recovery Testing – describe the frequency and test procedures for end-to-end disaster recovery testing.
4. Business Continuity Plan (BCP) – describe capabilities proposed solution can provide in support of agency's continuity of operations and incident responses.

4.10 CONTENT MIGRATION

Describe the approach available for content conversion and/or migration to load current data into the proposed solution. Provide your recommendation for how content would be migrated to the new website, such as manual or automated, including the cost structure (i.e., days, hours, per page, etc.).

4.11 APPLICATION MANAGEMENT

1. Describe how the proposed solution monitors and reports the metrics on system performance.
2. Describe the audit capabilities of proposed solution related to management of the application.

ENTERPRISE, SERVICES, AND STANDARDS

Vendors should refer to the Vendor Resources Page for information on North Carolina Department of Information Technology regarding architecture, security, strategy, data, digital, identity and access management and other general information on doing business with state IT process.

The Vendor Resources Page found at the following link:

<https://it.nc.gov/resources/statewide-it-procurement/vendor-engagement-resources>

This site provides vendors with statewide information and links referenced throughout the RFP document. Agencies may request additional information.

5.0 BUSINESS SPECIFICATIONS

Specification means, as used herein, a detailed description that documents the function and performance of a system or system component.

The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only processes, configurations, materials and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods or other Deliverables. Alternate or substitute Services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

5.1 PROJECT UNDERSTANDING, APPROACH, AND GOALS

The most important goal of this project is to reset the primary purpose of www.cpcc.edu to recruiting and enrolling new students. We want to restructure the information architecture of the website so that prospective students can easily convert to enrolled students. Prominent calls-to-action (CTAs) for specific conversion activities need to be developed to track the student along their educational journey and provide personalized information to help them meet their goals. Vendors are expected to thoroughly describe how they will meet this goal in their response to this RFP.

The success of this project depends on the completion of both critical pieces: (1) development and implementation of a conversion-focused website and (2) integration with the college's student CRM, Element451.

The college's current content management system is Drupal. The college wishes to find the best CMS that meets the requirements of this project, which may be Drupal or may be another CMS. The proposed CMS may be open source or proprietary.

Our anticipated website launch date is April 2026.

When responding to this section, provide detailed responses to the following:

- a. Name and describe the content management system (CMS) the vendor proposes to use to fulfill the project's requirements.

- b. Explain how this platform will meet our content management needs.
- c. Describe vendor's experience in building conversion-focused websites in the higher education space. If available, provide case studies that describe the problem, the methodology used to solve it, the results obtained, and lessons learned from prior successful website launch projects you have managed. Links to external websites are not desired.
- d. Describe your tools and processes for migrating existing content to the new system without data loss or significant downtime.
- e. Describe the type of post-launch support the vendor offers and the length of time you offer that support.
- f. Describe your quality assurance processes and how user acceptance testing (UAT) is integrated prior to site launch.
- g. Describe the vendor's experience working with the Element451 CRM. If you have not worked with this CRM, provide case studies of other successful CRM integration projects you have managed, the results obtained, and lessons learned from these projects. This information should be included within your response to this RFP; links to external websites are not desired.

5.2 DELIVERABLES

In addition to delivering a new website with the supporting content management system that is focused on prospective students and is integrated with our CRM, additional deliverables are expected from this project.

Describe how you will provide the following:

1. Documentation with specific versions for:
 - a. **Communications and Marketing staff**, that includes information about search engine optimization, best practices for user experience, how to manage website navigation and structure, and user account provisioning, etc.
 - b. **Content authors**, that includes information needed to create accessible content and submit it to the publishing workflow.
 - c. **Information Technology Services staff**, that includes information about the hosting environment, backup and recovery schedule, database configurations, third-party integration documentation, etc.

Evidence of this documentation could be provided through a redacted manual from a previous client or a general outline of your typical manual to illustrate how each audience will interact with the system.

2. Training for website administration (virtual or in-person)

3. Persona and user journey mapping to optimize conversions
4. Student enrollment funnel
5. Content audit, migration strategy, and approach. Refer to Specification 4.10 Content Migration for additional information.
6. After the new website launches, describe the following:
 - a. how long you will provide support and/or your warranty period;
 - b. your service level agreement (SLA) for first tier help and bug fixes;
 - c. whether new features or enhancements need to be scheduled well in advance or as needs arise; and
 - d. the availability of contracted services, either through the vendor or a partner, to support the development of additional features and/or significant site enhancements.

5.3 PROJECT ORGANIZATION, VENDOR EXPERIENCE, AND STAFFING

The Vendor should describe the organizational and operational structure it proposes to use for the work described in this RFP and list the responsibilities to be assigned to each person.

Provide detailed experience and the qualifications of your staff who will perform these roles while working on the project and how they will meet the goals and deliverables specified in this RFP and post-launch. Including resumes is acceptable. For example, roles assigned to the project may include:

1. Project Administration
 - Project Manager
 - Customer Relationship Manager
 - Quality Assurance and Testing Manager
2. Information Technology
 - Information Security Manager
 - Technical Support Manager
 - Front End Web Developer
 - Back End Web Developer
 - System Administrator
3. Marketing and Communications
 - Art Director
 - Web Designer
 - Content Strategist
 - SEO Manager
 - Accessibility Specialist
 - UI/UX Designer

While the specific titles listed (e.g., Art Director, Front-End Web Developer, SEO Manager, etc.) are not mandatory, the Vendor should describe how all critical functions and responsibilities associated with these roles are fulfilled by qualified staff.

The Vendor's proposal shall include any experience vendor has with institutions of higher education within the public or private sector, noting the size and complexity of those institutions.

The vendor shall include any experience working with in-house digital and ITS teams. The vendor shall include detailed examples of their experience collaborating with in-house Digital Strategy and Information Technology Services (ITS) teams, highlighting their approach to effective communication, project management, and the integration of technical and creative workflows. Additionally, the vendor should provide case studies or specific examples of how they have successfully partnered with such teams to deliver seamless project outcomes, address challenges, and ensure alignment with institutional goals.

5.4 ACCESSIBILITY EXPERIENCE

Central Piedmont is seeking a vendor partner with experience working with institutions of higher education on implementing conversion-focused websites using tools that are accessible to backend and frontend users. The ideal Vendor partner has staff on hand who are experts at building websites that can be used with assistive technologies such as screen readers, screen magnification software, text readers, speech input software, and alternative input devices such as head pointers, eye or motion tracking devices, and single switch entry devices. This testing goes beyond automated testing to ensure that any accessibility challenges are addressed.

The Vendor's solution should comply with the Web Content Accessibility Guidelines (WCAG) at a minimum level of 2.1 AA. While conformance with the current WCAG 2.2 AA standard is preferred, it is not required at this time.

Additionally, all vendors should describe the following:

1. your firm's institutional knowledge and experience creating websites that meet Section 508 and WCAG requirements for accessibility;
2. the tools you use to evaluate accessibility compliance;
3. your staff's accessibility experience and/or credentials;
4. how you would use manual testing and automated accessibility tools to ensure the website meets accessibility standards;
5. your WCAG AA compliance to ensure accessibility of the backend user interface;
6. if your solution provides a Voluntary Product Accessibility Template (VPAT®): <https://www.itic.org/policy/accessibility/vpat> The State reserves the right to request a completed VPAT of the vendor prior to any contract award.
7. how your solution will scale as accessibility requirements change; and
8. how your solution ensures that all images have relevant alternative text before file upload is complete.

If the Vendor's solution does not currently conform to WCAG 2.2 AA, the Vendor should describe in their RFP response:

1. the specific gaps between their solution and WCAG 2.2 AA standards;
2. a detailed plan for achieving compliance with WCAG 2.2 AA; and
3. a timeline for implementing this compliance.

5.5 TECHNICAL SPECIFICATIONS

To ensure the successful implementation and operation of the new website, the Vendor must demonstrate robust technical capabilities and adherence to industry best practices.

The college's website is currently hosted with Acquia. The college wishes to find the best hosting solution that meets the requirements of this project, which may be Acquia or may be another hosting provider.

Describe how your solution meets the following criteria:

- a. describe your ability for Cloud hosting with redundancy, at least 99.99% uptime, and a description of your server locations;
- b. describe your development, staging, and production environments with the ability to move features, content, or design changes between environments;
- c. describe your ability to integrate with existing enterprise systems (CRM, ERP, databases) and various third-party services, platforms, and APIs. For example, indicate if your solution can call an API from another platform to add content to the CMS, such as events.
- d. describe your support for modern web standards and technologies (HTML5, CSS3, and JavaScript);
- e. describe your support for any necessary system upgrades to ensure all installed system components remain on stable / supported versions;
- f. describe how the solution minimizes risks identified by the Open WorldWide Application Security Project (OWASP) Top 10, owasp.org;
- g. describe your data storage strategy and capacity;
- h. describe your ability to scale up to handle traffic spikes;
- i. describe your options for performance optimizations, such as timing of caching/cache invalidation;

- j. describe how the solution enables newly published content to replace previously cached copies of the same content; and
- k. describe how the solution will accommodate future growth or increased utilization.

5.6 CONTENT MANAGEMENT SYSTEM FEATURES AND CAPABILITIES

To support an efficient and flexible content management process, the Vendor must demonstrate their platform's ability to accommodate a wide range of content creation, organization, and publishing needs.

- a. Describe your customizable workflow management to support content creation, review, approval, and publishing processes.
- b. Describe your custom content types and templates to support an extensible content strategy that can scale and change as the college's needs evolve over time.
- c. Describe your support for embedding of custom JavaScript and CSS (both global and page-specific).
- d. Describe your solution's tools to manage the hierarchical organization of content for the following:
 - 1. information architecture/navigation structure
 - 2. the relationship between site sections and content items
- e. Describe your tagging, categorization, and metadata management for efficient content retrieval and organization.
- f. Describe your ability to build and/or embed custom forms to allow submission of user data (either stored in the content management platform or elsewhere).
- g. Describe how your solution presents staged content to stakeholders for review prior to publication.
- h. Describe how your solution can store, manage, and reuse boilerplate language in one place, and have it appear in multiple locations. Examples may include: number of academic programs offered, campus locations, number of schools with transfer agreements/guaranteed admission; accreditation statement; non-discrimination statement, etc.
- i. Describe the solution's ability to provide templated widgets, blocks, or modules to display similar content within other content items using different values. For example, a department contact block that can be included on any page with the same format but has different contact information.

- j. Describe the tools your solution provides to build dynamic forms, such as contact us forms. Refer to Attachment A, Definitions, for additional information.
- k. Describe how your solution handles events. Specifically, provide information on how the solution supports recurring events, embeds events on related pages of content, and displays events in a calendar view.
- l. Describe how your solution handles the following site administration tasks:
 - a. create and manage users, roles, and permissions;
 - b. limit content authors to only using approved styles when creating content;
 - c. define custom roles with unique permissions to allow or restrict content authors' abilities, such as uploading images;
 - d. maintain a complete revision history and restore previous versions of content; and
 - e. define limits on the size of uploaded files or images and restrict or allow specific file types
- m. Describe your solution's ability to scale and create separate subdomains to house additional content that must be public facing but is not geared toward prospective students. Examples of this type of content may include, but are not limited to, Human Resources, Policies and Procedures, and Reports and Publications.
- n. Describe your solution's ability to provide layouts for the following content types:
 - 1. home page;
 - 2. standard page;
 - 3. event;
 - 4. news article;
 - 5. program/career field page with search/filter;
 - 6. landing page; and
 - 7. contact us block.

5.7 DESIGN

A modern digital solution must prioritize both usability and inclusivity to meet the diverse needs of users. The Vendor should address the following in their response:

- a. Describe how your responsive design seamlessly supports various screen sizes and devices. In your response, address the following:
 - 1. solution should be able to automatically scale all images to various resolutions without cropping that disrupts the overall meaning of the image;
 - 2. solution should incorporate breakpoints to adjust the layout of pages dynamically based on device screen size and capabilities; and

3. solution should have the ability to create full-width pages as necessary.
- b. Describe how your solution provides the ability to create style definitions that can be included on any/all pages and are not limited to only certain content types.
- c. Describe how your solution provides a printer-friendly Cascading Style Sheet (CSS) for those individuals who wish to print hard copies of pages from our website.

5.8 MARKETING

To ensure the platform supports advanced search engine optimization (SEO) and effective user engagement, the Vendor should describe the following capabilities:

- a. the solution's ability to render content using structured data, compliant with schema.org standards;
- b. the solution's ability to format content to earn featured snippets on Search Engine Results Pages (SERPs); and
- c. the solution's ability to add Call to Action (CTA) buttons;
- d. the solution's ability to create and manage canonical content URLs;
- e. the solution's ability to create, edit, and manage metadata for all content types;
- f. the solution's ability to define and manage hierarchical categories (taxonomies) for content organization, including if the solution supports assigning more than one tag to each piece of content for enhanced searchability and organization;
- g. the solution's ability to create and manage relationships between content items using bidirectional linking (e.g., related articles, parent-child relationships). Refer to Attachment A, Definitions, for additional information.
- h. the solution's internal site search tool(s) and/or if the platform can integrate with external search tools;
- i. the solution's capability to embed a form from a third-party platform, such as Element451, the college's CRM;
- j. the solution's ability to integrate with an AI chatbot;
- k. the solution's ability to add or manage JavaScript snippets that extend the functionality of the site;
- l. the solution's capability to create and manage marketing funnels to ensure that students progress through the appropriate enrollment process; and

- m. how the solution's content will use Associated Press (AP Style), adhere to Central Piedmont's brand guidelines, and the college's Editorial Style Guide. These documents can be found in Attachment J.

5.9 USER EXPERIENCE

A superior user experience is critical to engaging and retaining visitors. The Vendor should demonstrate how their solution:

- a. presents relevant content to unauthenticated returning visitors based on their past visits;
- b. provides clear navigation paths with functioning breadcrumbs and URL aliases/redirects; and
- c. is optimized for fast load time on all devices.

5.10 TIMELINE

Provide a description of each task and deliverable to complete this project and include the schedule for each phase. Address the needs outlined throughout the RFP and provide a detailed approach for the website redesign and CRM integration. The schedule doesn't have to include specific dates, just general timelines, for each part of your approach from the beginning of the contract award through delivery of materials. If the project is divided into multiple phases, make sure to include the specific tasks, milestones, and approximate duration of each phase.

For example, your timeline may include, but is not limited to, the following phases:

- a. Discovery/Roadmap: connects strategy to execution
- b. Implementation: puts the plan into action
- c. Go Live: website launch
- d. Managed Services, Support, and Maintenance: post-launch system support and how software upgrades will be managed

The vendor is expected to describe their communication methods and project reporting methods to keep the project on schedule and inform Central Piedmont of its progress in this section. In your response, describe all types of information or assets required from Central Piedmont to complete this project along with a delivery schedule.

6.0 COST OF VENDOR'S OFFER

6.1 OFFER COSTS

The Vendor is required to list, itemize, and describe all applicable offer costs in ATTACHMENT D: COST FORM, ensuring that the line items in their budget match the format and details outlined in the attachment. The vendor must also include associated costs for years two and three after the website launches.

The State does not have a predetermined budget for this project. Vendors are expected to provide a comprehensive quote reflecting the total cost of their proposed solution based on the requirements and specifications outlined in this RFP.

1. Conversion-focused website
 - a. Provide a breakdown of the budget that includes:
 1. CMS software and licensing costs
 2. content types (see note) and content migration
 3. project management
 4. website design/theme and layout templates
 5. workflow implementation
 6. maintenance and ongoing support
 7. persona and user journey mapping
2. Student enrollment funnel Creation and CRM integration:
 - a. include the costs associated with integrating the CRM with the website.

If customizations for higher education affect your pricing structure, those costs need to be included in Attachment D as well.

3. Training
 - a. Out-of-the-box training cost
 - b. Training customized for Central Piedmont
 - c. Applicable training costs for:
 1. virtual
 2. in-person
 3. hybrid
 4. per-seat training
4. Include the availability and pricing structure for post-launch support, maintenance, and services for:
 - a. continued patches, updates, and bug fixes
 - b. ongoing user support for content editors, authors, and administrators
 - c. enhancements, new features, or microsite development
5. Site Hosting

Note: Vendors are expected to provide layouts for the following content types:

- home page
- standard page
- event
- news article
- program/career field page with search/filter
- landing page
- contact us block

6.2 PAYMENT SCHEDULE

The Vendor shall propose its itemized payment schedule based on the content of its offer. All payments must be based upon acceptance of one or more Deliverables.

7.0 EVALUATION

7.1 SOURCE SELECTION

A trade-off/ranking method of source selection will be used in this procurement to allow the State to award this RFP to the Vendor providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with or traded-off against other non-price factors.

- a. Evaluation Process Explanation. State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. The vendor is responsible for cross-referencing relevant sections of their proposal, as necessary, to ensure all information is clearly presented and thoroughly defined. This ensures that no critical details are overlooked during the evaluation process. The State is not obligated to evaluate information not clearly defined. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
- b. To be eligible for consideration, Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one (1) factor may be grounds for rejection regardless of overall ranking.
 - a. The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Charlotte, North Carolina, to discuss technical and contractual aspects of the offer, if requested.

- b. Vendors are advised that the State is not obligated to ask for or accept after the closing date for receipt of offer data that is essential for a complete and thorough evaluation of the offer.

7.2 EVALUATION CRITERIA

Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.

1. How well the Vendor's offer conforms Section 4.0 - Enterprise IT Specifications
2. How well the Vendor's offer conforms Section 5.0 (5.1-5.10) - Business Specifications
3. How each Vendor's offer compares with other Vendors' offers
4. Strength of references relevant or material to technology area(s) or Specifications and Vendor Past Performance (The Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed has previously failed to perform satisfactorily during the performance of any contract with the State or violated rules or statutes applicable to public bidding in the State.)
5. Risks associated with Vendor's offer which include, but are not limited to, financial stability, vendor errata and exceptions, EULAS, vendor maintenance agreements, etc.

7.3 BEST AND FINAL OFFERS (BAFO)

The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendor(s) within this range, e.g. "Finalist Vendor(s)". If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State will evaluate BAFO(s), oral presentations, and product demonstrations as part of the Vendors' respective offers to determine the final rankings.

7.4 POSSESSION AND REVIEW

During the evaluation period and prior to award, possession of the bids and accompanying information is limited to personnel of the issuing agency, and to the committee responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

After award of contract the complete bid file will be available to any interested persons with the exception of trade secrets, test information or similar proprietary information as provided by statute and rule. Any proprietary or confidential information, which conforms to exclusions from public records as provided by N.C.G.S. §132-1.2. must be clearly marked as such in the offer when submitted.

8.0 VENDOR INFORMATION AND INSTRUCTIONS

8.1 GENERAL CONDITIONS OF OFFER

8.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person.

The Vendor will be responsible for investigating and recommending the most effective and efficient solution. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of its ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying Services, maintenance, warranties, value added Services or other criteria identified herein.

8.1.2 RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:

- a. waive any formality;
- b. amend the solicitation;
- c. cancel or terminate this RFP;
- d. reject any or all offers received in response to this RFP;
- e. waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- f. if the response to this solicitation demonstrates a lack of competition, negotiate directly with one or more Vendors.
- g. not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
- h. if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.

8.1.3 SOLICITATION AMENDMENTS OR REVISIONS

Any and all amendments or revisions to this document shall be made by written addendum from the Agency Procurement Office. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

8.1.4 ORAL EXPLANATIONS

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the State's contact person may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.

8.1.5 E-PROCUREMENT

This is an E-Procurement solicitation. See ATTACHMENT B, paragraph #33 of the attached North Carolina Department of Information Technology Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide E-Procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions **including those related to E-Procurement.**

- a. General information on the E-Procurement service can be found at <https://eprocurement.nc.gov/>
- b. Within two days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service at the following website: <https://eprocurement.nc.gov/Vendor.html>
- c. As of the RFP submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

8.1.6 ELECTRONIC VENDOR PORTAL (EVP)

The State has implemented the electronic Vendor Portal (eVP) that allow the public to retrieve award notices and information on the Internet at <https://evp.nc.gov>. Results may be found by searching by Solicitation Number or agency name. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

8.1.7 PROTEST PROCEDURES

Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in the purchasing agency's office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. **All protests are governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

8.2 GENERAL INSTRUCTIONS FOR VENDOR

8.2.1 QUESTIONS CONCERNING THE RFP

All inquiries regarding the solicitation specifications or requirements are to be addressed to the contact person listed on Page One of this solicitation. Vendor contact regarding this

Solicitation with anyone other than the contact person listed on Page One of this Solicitation may be grounds for rejection of said Vendor’s offer.

Written questions concerning this Solicitation will be received until January 15, 2025, at 2 p.m. Eastern Time.

They must be submitted to the contact person listed on Page One of this Solicitation via jennifer.ennis@cpcc.edu. Please enter “Questions Solicitation 88-250026-JE” as the subject for the message. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

8.2.3 ADDENDUM TO RFP

If written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State shall become an Addendum to this RFP and provided via the State’s Electronic Vendor Portal (eVP). Oral answers are not binding on the State.

Critical updated information may be included in these Addenda. It is important, and their responsibility, that all Vendors bidding on this RFP periodically check the State’s Electronic Vendor Portal (eVP) for any and all Addenda that may be issued prior to the offer opening date.

8.2.4 COSTS RELATED TO OFFER SUBMISSION

Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.

All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and the Vendor resulting from this RFP process.

8.2.5 VENDOR ERRATA AND EXCEPTIONS

Any errata or exceptions to the State’s requirements and specifications may be presented on a separate page labeled “Exceptions to Requirements and Specifications”. Include references to the corresponding requirements and specifications of the Solicitation. Any deviations shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or non-equivalent goods or services may be rejected if not found substantially conforming; and if offered, must be supported by independent documentary verification that the offer substantially conforms to the specified goods or services specification.** If a vendor materially deviates from

RFP requirements or specifications, its offer may be determined to be non-responsive by the State.

Offers conditioned upon acceptance of Vendor Errata or Exceptions may be determined to be non-responsive by the State.

8.2.6 MODIFICATIONS TO OFFER

An offer may not be unilaterally modified by the Vendor.

8.2.7 BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, 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 specifications 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 other determination that the proposed specification 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.

8.2.8 NON-RESPONSIVE OFFERS

Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- “This offer does not constitute a binding offer”,
- “This offer will be valid only if this offer is selected as a finalist or in the competitive range”,
- “The Vendor does not commit or bind itself to any terms and conditions by this submission”,
- “This document and all associated documents are non-binding and shall be used for discussion purposes only”,
- “This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties”, or
- A statement of similar intent

8.2.9 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

Vendors do not have to be registered with the NC Secretary of State to submit an offer; however, in order to receive an award/contract with the State, they must be registered.

Registration can be completed at the following website:

https://www.sosnc.gov/Guides/launching_a_business

8.2.10 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available at the following website: <https://evp.nc.gov>

This RFP is available electronically on the electronic Vendor Portal (eVP) at the following website: <https://evp.nc.gov>

8.3 INSTRUCTIONS FOR OFFER SUBMISSION

8.3.1 GENERAL INSTRUCTIONS FOR OFFER

Vendors are strongly encouraged to adhere to the following general instructions to bring clarity and order to the offer and subsequent evaluation process:

- a. Organize the offer in the exact order in which the specifications are presented in the RFP. Refer to Section 8.3.2. The signed Execution page of this RFP must be placed at the front of the Proposal. Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP specification and the specific page of the response in the Vendor's offer.
- b. Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures, links to external websites, or other presentations beyond that necessary to present a complete and effective offer are not desired.
- c. Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.
- d. Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If relevant and material information is not provided, the offer may be rejected from consideration and evaluation.
- e. **Furnish all information requested;** and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this RFP, each Vendor must submit with its offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these instructions may be rejected.
- f. Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.
- g. **Only information that is received in response to this RFP will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.
- h. Responses to requirements and specification information should be included within your response to this RFP; links to external websites are not desired.

8.3.2 OFFER ORGANIZATION

Within each section of its offer, Vendor should address the items in the order in which they appear in this RFP. Forms, attachments or exhibits, if any provided in the RFP, must be completed and included in the appropriate section of the offer. All

discussion of offered costs, rates, or expenses must be presented in Section 6.0. Cost of Vendor's Offer.

The offer should be organized and indexed in the following format and should contain, at a minimum, all listed items below.

1. Cover Letter, which should include the following:
 - a. a statement that confirms that the proposer has read the RFP in its entirety, including any links, and all Addenda released in conjunction with the RFP;
 - b. a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein;
 - c. Vendor's agreement to follow all instructions, terms and conditions, and attachments; and
 - d. company name, address, phone number and authorized representative for follow up.
2. Signed Execution Page AND all pages of this solicitation document in **ONE (1) PDF**. This includes:
 - a. Vendor response to Requirements (Section 3.0)
 - b. Vendor response to Enterprise IT Specifications (Section 4.0)
 - c. Vendor response to Business Specifications (Section 5.0)
 - d. Attachments A (Definitions) and B (Department of Information Technology Terms and Conditions)
 - e. Completed Description of Vendor Submitting Offer Form (Attachment C)
 - f. Completed Cost Form of Vendor's Offer (Attachment D)
 - g. Completed and Signed Vendor Certification Form (Attachment E)
 - h. Completed Location of Workers Utilized by Vendor Form (Attachment F)
 - i. Completed References (Attachment G)
 - j. Completed Financial Statements (Attachment H)
 - k. Certificate of Insurance Requirements (Attachment I)
 - l. Central Piedmont Brand Guidelines and Editorial Style Guide (Attachment J)
 - m. Higher Education Community Vendor Assessment Toolkit (HECVAT)
 - n. Errata and Exceptions if any
 - o. Vendor's License and Maintenance Agreements if any
 - p. Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.

8.3.3 OFFER SUBMITTAL

Due Date: February 12, 2025

Time: 2 p.m. Eastern Time

IMPORTANT NOTE: It is the Vendor's sole responsibility to upload their offer to the Electronic Vendor Portal by the specified time and date of opening. Vendor shall bear the risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet issues, network issues, local power outages, or application issues. Vendor must include all the pages of this solicitation in their response.

Sealed offers, subject to the conditions made a part hereof, will be received until 2 p.m. Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted via the Electronic Vendor Portal (EVP) with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification.

Attempts to submit a proposal via facsimile (FAX) machine, telephone, email, email attachments, or in any hardcopy format in response to this Bid SHALL NOT be accepted and will automatically be deemed Non-Responsive.

- a. Submit **one (1) signed, original electronic offer** through the State's Electronic Vendor Portal (eVP).
- b. All File names should start with the Vendor name first, in order to easily determine all the files to be included as part of the vendor's response. For example, files should be named as follows: Vendor Name-your file name.
- c. File contents **SHALL NOT** be password protected, the file formats must be in PDF format and shall be capable of being copied to other sources. Inability by the State to open the Vendor's files may result in the Vendor's offer(s) being rejected as Non-Responsive.
- d. If the vendor's proposal contains any confidential information (as defined in Attachment B, Section 2, Paragraph #17), then the vendor must provide one (1) signed, original electronic offer and one (1) redacted electronic copy.

All proposal responses shall be submitted electronically via the Electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Questions or issues related to using the Electronic Vendor Portal (EVP) itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 a.m. EST to 5 p.m. EST.

9.0 OTHER REQUIREMENTS AND SPECIAL TERMS

9.1 VENDOR UTILIZATION OF WORKERS OUTSIDE OF U.S.

In accordance with N.C.G.S. §143B-1361(b), the Vendor must detail the manner in which it intends to utilize resources or workers in the RFP response. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer.

Complete ATTACHMENT F - Location of Workers Utilized by Vendor and submit with your offer.

9.2 FINANCIAL STATEMENTS

The Vendor shall provide evidence of financial stability by returning with its offer 1) completed Financial Review Form (Attachment H), and 2) copies of Financial Statements as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.

- a. For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.
- b. For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition. A bank reference is not sufficient.
- c. The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

9.3 FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY: RESERVED

9.4 VENDOR'S LICENSE OR SUPPORT AGREEMENTS

Vendor should present its license, SLA, or support agreements for review and evaluation. Terms offered for licensing and support of Vendors' proprietary assets will be considered.

The terms and conditions of the Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this RFP may apply to the extent such terms and conditions do not materially change the terms and conditions of this RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, penalties, legal fees or other similar costs.

9.5 RESELLERS: RESERVED

9.6 DISCLOSURE OF LITIGATION: RESERVED

9.7 CRIMINAL CONVICTION: RESERVED

9.8 SECURITY AND BACKGROUND CHECKS

The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by the Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other similar requirements.

All State and Vendor personnel that have access to data restricted by the State Security Manual and Policies must have a security background check performed. The Vendors are responsible for performing all background checks of their workforce and subcontractors. The State reserves the right to check for non-compliance.

9.9 ASSURANCES

In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of the Agreement, causes the State to be reasonably concerned about:

- a. the ability of the Vendor or its subcontractor to continue to perform the Agreement in accordance with its terms and conditions, or
- b. whether the Vendor or its subcontractor in performing Services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of the Agreement or violation of law, regulation or public policy, then the Vendor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: the Vendor or its subcontractors hereunder will be able to continue to perform the Agreement in accordance with its terms and conditions, and the Vendor or its subcontractors will not engage in

conduct in performing Services under the Agreement which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

9.10 CONFIDENTIALITY OF OFFERS

All offers and any other RFP responses shall be made public as required by the NC Public Records Act and GS 143B-1350. Vendors may mark portions of offers as confidential or proprietary, after determining that such information is excepted from the NC Public Records Act, provided that such marking is clear and unambiguous and preferably at the top and bottom of each page containing confidential information. Standard restrictive legends appearing on every page of an offer are not sufficient and shall not be binding upon the State.

Certain State information is not public under the NC Public Records Act and other laws. Any such information which the State designates as confidential and makes available to the Vendor in order to respond to the RFP or carry out the Agreement, or which becomes available to the Vendor in carrying out the Agreement, shall be protected by the Vendor from unauthorized use and disclosure. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

9.11 PROJECT MANAGEMENT

All project management and coordination on behalf of the Agency shall be through points of contact designated as the Marketing Agency Project Manager and the IT Agency Project Manager. The Vendor shall designate a Vendor Project Manager who will provide a single point of contact for management and coordination of the Vendor's work. All work performed pursuant to the Agreement shall be coordinated between the Agency Project Managers and the Vendor Project Manager.

9.12 MEETINGS

The Vendor is required to meet with Agency personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement. Meetings will occur as problems arise and will be coordinated by Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations.

9.13 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 goods purchased. However, no

sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the NCDIT Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.

9.14 SPECIAL TERMS AND CONDITIONS: RESERVED

9.15 AGENCY TERMS AND CONDITIONS: RESERVED

ATTACHMENT A: DEFINITIONS

1. **24x7: A** statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
2. **Bidirectional Linking:** refers to a system of connections where links between two pieces of information automatically point to each other, creating a two-way relationship. In contrast to traditional unidirectional linking (where a link only goes one way, such as a hyperlink pointing from one webpage to another), bidirectional linking ensures that both elements are aware of their connection. An example of bidirectional links would be to automatically connect academic programs to relevant information sessions.
3. **CMS:** Content Management System. A CMS is a software application that allows users to build and manage a website. Because the code is managed separately, non-technical subject matter experts can focus on what they know best - the content.
4. **Contact Us Forms:** An interactive, dynamic feature that allows users to fill out and submit information (e.g., name, email, message) directly through the website. Notifications are enabled to route messages to the appropriate person.
5. **CRM:** Customer Relationship Management system. This tool will let us securely collect and store prospective student information in one place and manage prospective student communications. The outcome will be improved and measurable conversion from applicant to enrolled student.
6. **Cybersecurity Incident (GS 143B-1320):** An occurrence that:
 - a. Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
 - b. Constitutes a violation or imminent threat of violation of law, security policies, privacy policies, security procedures, or acceptable use policies.
7. **Deliverables:** Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include “Work Product” and means any expression of Licensor’s findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.
8. **FERPA:** The Family Educational Rights and Privacy Act (FERPA) (<https://studentprivacy.ed.gov/faq/what-ferpa>) is a federal law that affords parents the right to have access to their children’s education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns 18 years old, or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents to the student (“eligible student”).

9. **Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of “goods” in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
10. **HIPAA:** The Health Insurance Portability and Accountability Act of 1996 (HIPAA) (https://www.cdc.gov/php/php/resources/health-insurance-portability-and-accountability-act-of-1996-hipaa.html?CDC_AAref_Val=https://www.cdc.gov/php/publications/topic/hipaa.html) is a federal law that requires the creation of national standards to protect sensitive patient health information from being disclosed without the patient’s consent or knowledge.
11. **Integrations:** The college’s website integrates with the following third-party tools:
 - a. Element 451
 - b. Google Marketing Suite
 - c. Siteimprove
 - d. VWO
12. **NCDIT or DIT:** The NC Department of Information Technology.
13. **Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
14. **Proposal:** A vendor’s response to this RFP.
15. **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
16. **Request for Proposal (RFP):** The RFP is a formal, written solicitation document typically used for seeking competition and obtaining offers for more complex services or a combination of goods and services. The RFP is used when the value is over \$10,000. This document contains specifications of the RFP, instructions to bidders and the standard IT Terms and Conditions for Goods and Related Services. User should add Supplemental Terms and Conditions for Software and Services, when applicable.
17. **Requirement:** Requirement means, as used herein, a function, feature, or performance that the System must provide. If the offer cannot meet the requirements, they will not be evaluated.
18. **Security Breach:** As defined in N.C.G.S. §75-61.
19. **Service Provider:** Successful vendor awarded a contract to provide the services specified in this RFP.
20. **Section 508 of the ADA:** Americans with Disabilities Act. The ADA requires that websites be accessible to all users, including those with disabilities. ADA-compliant websites and Customer Relationship Management Systems (CRMs) do not include unnecessary barriers that make it difficult for any user to access the content. Learn more about Section 508 at <https://www.section508.gov/manage/laws-and-policies/>.
21. **Significant Security Incident (GS 143B-1320):** A cybersecurity incident that is likely to result in demonstrable harm to the State's security interests, economy, critical infrastructure, or to the public confidence, civil liberties, or public health and safety of the residents of North Carolina. A significant cybersecurity incident is determined by the following factors:

- a. Incidents that meet thresholds identified by the Department jointly with the Department of Public Safety that involve information:
 - i. That is not releasable to the public and that is restricted or highly restricted according to Statewide Data Classification and Handling Policy; or
 - ii. That involves the exfiltration, modification, deletion, or unauthorized access, or lack of availability to information or systems within certain parameters to include (i) a specific threshold of number of records or users affected as defined in G.S. 75-65 or (ii) any additional data types with required security controls.
 - b. Incidents that involve information that is not recoverable or cannot be recovered within defined timelines required to meet operational commitments defined jointly by the State agency and the Department or can be recovered only through additional measures and has a high or medium functional impact to the mission of an agency.
22. **Specification:** means, as used herein, a detailed description that documents the function and performance of a system or system component.
23. **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.
24. **WCAG:** Web Content Accessibility Guidelines (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Version 2.1, level AA. Includes a wide range of recommendations for making web content accessible to people with disabilities.

ATTACHMENT B: DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

Section 1. General Terms and Conditions Applicable to All Purchases

DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

1) DEFINITIONS:

- a) "Data" includes means information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the Services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- b) Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State as included in Paragraph 7) c) of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.
- c) "Services" shall mean the duties and tasks undertaken by the Vendor to fulfill the requirements and specifications of this solicitation, including, without limitation, providing web browser access by authorized users to certain Vendor online software applications identified herein, and to related services, such as Vendor hosted Computer storage, databases, Support, documentation, and other functionalities, all as a Software as a Service ("SaaS") solution.
- d) "State" shall mean the State of North Carolina, the Department of Information Technology as an agency, or the agency identified in this solicitation as the Purchasing Agency and Award Authority.
- e) "Support" includes provision of ongoing updates and maintenance for the Vendor online software applications, and as may be specified herein, consulting, training and other support Services as provided by the Vendor for SaaS tenants receiving similar SaaS Services.

2) ACCESS AND USE OF SAAS SERVICES:

- a) Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein and in accordance with any mutually agreed Acceptable Use Policy. The State is authorized to access State Data and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without the Vendor requiring a separate maintenance or support agreement. Subject to an agreed limitation on the number of users, the State may use the Services with any computer, computer system, server, or desktop workstation owned or utilized by the State or other authorized users. User access to the Services shall be routinely provided by the Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. The State shall notify the Vendor of any unauthorized use of any password or account, or any other known or suspected breach of security access. The State also agrees to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation to derive a source code equivalent to the Services or any portion thereof. Use of the Services to perform services for commercial third parties (so-called "service bureau" uses) is not permitted, but the State may utilize the Services to perform its governmental functions. If the Services fees are based upon the number of Users and/or hosted instances, the number of Users/hosted instances available may be adjusted at any time

(subject to the restrictions on the maximum number of Users specified in the Furnish and Deliver Table herein above) by mutual agreement and State Procurement approval. All Services and information designated as “confidential” or “proprietary” shall be kept in confidence except as may be required by the North Carolina Public Records Act: N.C.G.S. § 132-1, et. seq.

- b) The State’s access license for the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this license transfer, vest, or infer any title or other ownership right in any source code associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to access and use the State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein.
- c) Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State’s normal business hours (unless different hours are specified herein). Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor’s SaaS tenants for similar Services. Vendor’s right to a new use agreement for new version releases of the Services shall not be abridged by the foregoing. Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.
- d) Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated users or tenants of the Services, but minimally as provided for and specified herein. Unless otherwise agreed in writing, Support will also be provided for any other (e.g., third party) software provided by the Vendor in connection with the Vendor’s solution herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to certain State users for the fees or costs as set forth herein or in an SLA.
- e) Services provided pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an “ok” or “agree” button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.
- f) The Vendor may utilize partners and/or subcontractors to assist in the provision of the Services, so long as the State Data is not removed from the United States unless the terms of storage of the State Data are clearly disclosed, the security provisions referenced herein can still be complied with, and such removal is done with the prior express written permission of the State. The Vendor shall identify all of its strategic business partners related to Services provided under this contract, including but not limited to, all subcontractors or other entities or

individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.

- g) Vendor warrants that all Services will be performed with professional care and skill, in a workmanlike manner and in accordance with the Services documentation and this Agreement.
- h) An SLA or other agreed writing shall contain provisions for scalability of Services and any variation in fees or costs as a result of any such scaling.
- i) Professional services provided by the Vendor at the request by the State in writing in addition to agreed Services shall be at the then-existing Vendor hourly rates when provided, unless otherwise agreed in writing by the parties.

3) WARRANTY OF NON-INFRINGEMENT; REMEDIES.

- a) Vendor warrants to the best of its knowledge that:
 - i) The Services do not infringe any intellectual property rights of any third party; and
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b) Should any Services supplied by Vendor become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the Services, or replace or modify the same to become noninfringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected Services and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute Services. If, in the sole opinion of the State, the cessation of use by the State of any such Services due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded Services, or from the continued use of the good(s) or Services after receiving notice they infringe on a trade secret of a third party.

4) ACCESS AVAILABILITY; REMEDIES:

- a) The Vendor warrants that the Services will be in good working order and operating in conformance with Vendor's standard specifications and functions as well as any other specifications agreed to by the parties in writing, and shall remain accessible 24/7, with the exception of scheduled outages for maintenance and of other service level provisions agreed

in writing, e.g., in an SLA. Vendor does not warrant that the operation of the Services will be completely uninterrupted or error free, or that the Services functions will meet all the State's requirements, unless developed as Customized Services.

- b) The State shall notify the Vendor if the Services are not in good working order or inaccessible during the term of the Agreement. Vendor shall, at its option, either repair, replace or reperform any Services reported or discovered as not being in good working order and accessible during the applicable contract term without cost to the State.

If the Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to receive automatic credits as indicated immediately below, or the State may use other contractual remedies such as recovery of damages, as set forth herein in writing, e.g., in Specifications, Special Terms or in an SLA, and as such other contractual damages are limited by N.C.G.S. §143B-1350(h1) and the Limitation of Liability paragraph below. If not otherwise provided, the automatic remedies for nonavailability of the Subscription Services during a month are:

1. A 10% service credit applied against future fees if Vendor does not reach 99.9% availability.
2. A 25% service credit applied against future fees if Vendor does not reach 99% availability.
3. A 50% service credit applied against future fees or eligibility for early termination of the Agreement if Vendor does not reach 95% availability.

If, however, Services meet the 99.9% service availability level for a month but are not available for a consecutive 120 minutes during that month, the Vendor shall grant to the State a credit of a pro-rated one-day of the monthly subscription Services fee against future Services charges. Such credit(s) shall be applied to the bill immediately following the month in which Vendor failed to meet the performance requirements or other service levels, and the credit will continue to be deducted from the monthly invoice for each prior month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement. If Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may also terminate the contract for material breach in accordance with the Default provisions hereinbelow.

- c) Support Services. If Vendor fails to meet Support Service response times as set forth herein or in an SLA for a period of three consecutive months, a 10% service credit will be deducted from the invoice in the month immediately following the third month, and the 10% service credit will continue to be deducted from the monthly invoice for each month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement.

5) EXCLUSIONS:

- a) Except as stated above in Paragraphs 3 and 4, Vendor and its parent, subsidiaries and affiliates, subcontractors and suppliers make no warranties, express or implied, as to the Services.
- b) The warranties provided in Paragraphs 3 and 4 above do not cover repair for damages, malfunctions or service failures substantially caused by:
 - i) Actions of non-Vendor personnel;
 - ii) Failure to follow Vendor's written instructions relating to the Services provided to the State; or
 - iii) Force Majeure conditions set forth hereinbelow.

iv) The State's sole misuse of, or its own inability to use, the Services.

6) PERFORMANCE REVIEW AND ACCOUNTABILITY. N.C.G.S. § 143B-1340(f) and 09 NCAC 06B.1207 require provisions for performance review and accountability in State IT contracts. For this procurement, these shall include the holding a retainage of 10% of the contract value and withholding the final payment contingent on final acceptance by the State as provided in 09 NCAC 06B.1207(3) and (4), unless waived or otherwise agreed, in writing. The Services herein will be provided consistent with and under these Services performance review and accountability guarantees.

7) LIMITATION OF LIABILITY: Limitation of Vendor's Contract Damages Liability:

- a) Where Services are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Services and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Services.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranty compliance, or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 et seq., the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

8) Vendor's Liability for Injury to Persons or Damage to Property:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, 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 Agreement, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

9) MODIFICATION OF SERVICES: If Vendor modifies or replaces the Services provided to the State and other tenants, and if the State has paid all applicable Subscription Fees, the State shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then accessible version of the Services.

Newer versions of the Services containing substantially increased functionality may be made available to the State for an additional subscription fee. In the event of either of such modifications, the then accessible version of the Services shall remain fully available to the State until the newer version is provided to the State and accepted. If a modification materially affects the functionality of the Services as used by the State, the State, at its sole option, may defer such modification.

10) TRANSITION PERIOD:

- a) For ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Vendor shall assist the State, upon written request, in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in an SLA or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, Services access shall continue to be made available to the State without alteration.
- d) Vendor agrees to compensate the State for damages or losses the State incurs as a result of Vendor's failure to comply with this Transition Period section in accordance with the Limitation of Liability provisions above.
- e) Upon termination, and unless otherwise stated in an SLA, and after providing the State Data to the State as indicated above in this section with acknowledged receipt by the State in writing, the Vendor shall permanently destroy or render inaccessible any portion of the State Data in Vendor's and/or subcontractor's possession or control following the completion and expiration of all obligations in this section. Within thirty (30) days, Vendor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional Transition services as may be agreed upon in a supplemental agreement.

11) TRANSPORTATION: Transportation charges for any Deliverable sent to the State other than electronically or by download, shall be FOB Destination unless delivered by internet or file-transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.

12) TRAVEL EXPENSES: All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed. In the event that the Vendor may be eligible to be reimbursed for travel expenses specifically agreed to in writing and arising under the performance of this Agreement, reimbursement will be at the out-of-state rates set forth in G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under this Agreement.

13) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Agreements with the Vendor. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1207, or other provision of law.

14) AVAILABILITY OF FUNDS: Any and all payments by the State are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the State for the purposes set forth in this Agreement. If this Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the State's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved such continuation of the Agreement is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Agreement. If funds to effect payment are not available, the State will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to terminate any Services supplied to the State under this Agreement, and relieve the State of any further obligation thereof. The State shall remit payment for Services accepted on or prior to the date of the aforesaid notice in conformance with the payment terms.

15) PAYMENT TERMS:

- a) Payment may be made by the State in advance of or in anticipation of subscription Services to be actually performed under the Agreement or upon proper invoice for other Services rendered. Payment terms are Net 30 days after receipt of correct invoice. Initial payments are to be made after final acceptance of the Services. Payments are subject to any retainage requirements herein. The Purchasing State Agency is responsible for all payments under the Agreement. Subscription fees for term years after the initial year shall be as quoted under State options herein, but shall not increase more than 5% over the prior term, except as the parties may have agreed to an alternate formula to determine such increases in writing. No additional charges to the State will be permitted based upon, or arising from, the State's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et seq. of the N.C. General Statutes and applicable Administrative Rules.
- b) Upon Vendor's written request of not less than 30 days and approval by the State, the State may:
 - i) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
 - ii) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however,
 - iii) 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 Agreement obligations.
- c) For any third-party software licensed by Vendor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Vendor must be provided to the State before any related license fees or costs may be billed to the State.
- d) An undisputed invoice is an invoice for which the State and/or the Purchasing State Agency has not disputed in writing within thirty (30) days from the invoice date, unless the agency requests more time for review of the invoice. Upon Vendor's receipt of a disputed invoice notice, Vendor will work to correct the applicable invoice error, provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on the invoice or for any disputed items that are ultimately corrected. The Purchasing State Agency is not required to pay the Vendor for any Software or

Services provided without a written purchase order from the appropriate Purchasing State Agency. In addition, all such Services provided must meet all terms, conditions, and specifications of this Agreement and purchase order and be accepted as satisfactory by the Purchasing State Agency before payment will be issued.

- e) The Purchasing State Agency shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as Vendor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Purchasing State Agency, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.

16) ACCEPTANCE CRITERIA:

- a) Initial acceptance testing is required for all Vendor supplied Services before going live, unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications and Vendor's technical representations. Acceptance of Services may be controlled by additional written terms as agreed by the parties.
- b) After initial acceptance of Services, the State shall have the obligation to notify Vendor, in writing and within ten (10) days following provision of any Deliverable described in the contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable is unacceptable. Acceptance by the State of any Vendor re-performance or correction shall not be unreasonably withheld, but may be conditioned or delayed as required for confirmation by the State that the issue(s) in the notice have been successfully corrected.

17) CONFIDENTIALITY: The State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, et seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked "confidential" meet the requirements of the Rules and Statutes set forth above. ***However, under no circumstances shall price information be designated as confidential.*** The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked "confidential," the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

18) SECURITY OF STATE DATA:

- a) All materials, including software, Data, information and documentation provided by the State to the Vendor (State Data) during the performance or provision of Services hereunder are the property of the State of North Carolina and must be kept secure and returned to the State. The Vendor will protect State Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance or provision of Services hereunder shall be provided to the State as part of the Services. The Vendor shall not access State User accounts, or State Data, except (i) during data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State's written request. The Vendor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Agreement. No such information, Data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written agreement with the State. The Vendor will have written policies governing access to and duplication and dissemination of all such information, Data, instruments, studies, reports, records and other materials.
- b) The Vendor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.
- c) Protection of personal privacy and sensitive data. The Vendor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>) that is collected by the State and stored in any Vendor site or other Vendor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by Vendor or its agents or subcontractors in connection with the provision of the Services. The Vendor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within 24 hours of confirmation as required by N.C.G.S. § 143B-1379.
- d) The Vendor will provide and maintain secure backup of the State Data. The Vendor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Agreement to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data and the Services. The Vendor will allow periodic back-up of State Data by the State to the State's infrastructure as the State requires or as may be provided by law.
- e) The Vendor shall certify to the State:
 - i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Agreement;

- ii) That the system used to provide the Subscription Services under this Contract has and will maintain a valid 3rd party security certification not to exceed 1 year and is consistent with the data classification level and a security controls appropriate for low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4. The State reserves the right to independently evaluate, audit, and verify such requirements.
- iii) That the Services will comply with the following:
 - (1) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual; to include encryption requirements as defined below:
 - (a) The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - (b) For engagements where the Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection;
 - (2) Privacy provisions of the Federal Privacy Act of 1974;
 - (3) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);
 - (4) The North Carolina Public Records Act, N.C.G.S. Chapter 132; and
 - (5) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA);
 - (6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
- f) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60ff) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection

with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.

- g) Breach Notification. In the event Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall, at its own expense, (1) immediately notify the State's Agreement Administrator of such Security Breach and perform a root cause analysis thereon, (2) investigate such Security Breach, (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.
- h) Notification Related Costs. Vendor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall immediately notify the State of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.
- i) Vendor shall allow the State reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Agreement and the State's Data, at no cost to the State.
- j) In the course of normal operations, it may become necessary for Vendor to copy or move Data to another storage destination on its online system, and delete the Data found in the original

location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.

- k) Remote access to Data from outside the continental United States, including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.
- l) In the event of temporary loss of access to Services, Vendor shall promptly restore continuity of Services, restore Data in accordance with this Agreement and as may be set forth in an SLA, restore accessibility of Data and the Services to meet the performance requirements stated herein or in an SLA. As a result, Service Level remedies will become available to the State as provided herein, in the SLA or other agreed and relevant documents. Failure to promptly remedy any such temporary loss of access may result in the State exercising its options for assessing damages under this Agreement.
- m) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, Vendor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform the State of:
 - (1) The scale and quantity of the State Data loss;
 - (2) What Vendor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and
 - (3) What corrective action Vendor has taken or will take to prevent future State Data and Services loss.
 - (4) If Vendor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Agreement.Vendor shall investigate of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the State, its agents and law enforcement.
- n) In the event of termination of this contract, cessation of business by the Vendor or other event preventing Vendor from continuing to provide the Services, Vendor shall not withhold the State Data or any other State confidential information or refuse for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Agreement. As a part of Vendor's obligation to provide the State Data pursuant to this Paragraph 18) n), Vendor will also provide the State any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data.
- o) Secure Data Disposal. When requested by the State, the Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

19) ACCESS TO PERSONS AND RECORDS: Pursuant to N.C. General Statute 147-64.7, the State, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Agreement. Additional audit or reporting requirements may be required by any State, if in the State's opinion, such requirement is imposed by federal or state law or regulation. The Vendor shall allow the State to audit conformance including contract terms, system security and data centers as appropriate. The State may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least 30 days' advance written notice and shall not unreasonably interfere with the Service Provider's business.

20) ASSIGNMENT: Vendor may not assign this Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days of any consolidation, acquisition, or merger. Any assignee shall affirm this Agreement attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

21) NOTICES: Any notices required under this Agreement should be delivered to the Agreement Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier, facsimile or by hand.

22) TITLES AND HEADINGS: Titles and Headings in this Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

23) AMENDMENT: This Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor.

24) TAXES: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

25) GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

26) DEFAULT: In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the material requirements and specifications herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC

06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide Services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such Vendor failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure. Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.

27) FORCE MAJEURE: Except as provided for herein, 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.

28) COMPLIANCE WITH LAWS: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and the provision of Services hereunder, including those of federal, state, and local agencies having jurisdiction and/or authority.

29) TERMINATION: Any notice or termination made under this Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated. The parties may mutually terminate this Agreement by written agreement at any time.

- a) The State may terminate this Agreement, in whole or in part, pursuant to the Paragraph entitled "Default," above, or pursuant to Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following
 - i) Termination for Cause: In the event any goods, Services, or service furnished by the Vendor during performance fails to conform to any material specification or requirement of the Agreement, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraph 7), entitled "Limitation of Liability." The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

- ii) Termination for Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Services performed in conformance with the Agreement. In the event the Agreement is terminated for the convenience of the State the State will pay for all Services and work performed or delivered in conformance with the Agreement up to the date of termination.

30) DISPUTE RESOLUTION: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the State shall be submitted in writing to the Vendor's Agreement Administrator for decision. 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 Agreement. 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 Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

31) SEVERABILITY: In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

32) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT: The Parties agree that the State shall be entitled to any and all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

33) ELECTRONIC PROCUREMENT: (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract. The E-Procurement fee does not normally apply to services.

- a) Reserved.
- b) Reserved.
- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Agreement. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a

third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

34) 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 as noted in Attachment I, Certificate of Insurance Requirements.

a) Providing and maintaining adequate insurance coverage described herein 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.

Section 2: Terms and Conditions Applicable to Information Technology Goods and Services

1) **SOFTWARE LICENSE FOR HARDWARE, EMBEDDED SOFTWARE AND FIRMWARE:**

Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as a CD-ROM or other media, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of all equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.

2) **LICENSE GRANT FOR APPLICATION SOFTWARE, (COTS):** This paragraph recites the scope of license granted, if not superseded by a mutually agreed and separate licensing agreement, as follows:

- a) Vendor grants to the State, its Agencies and lawful customers a non-exclusive, non-transferable and non-sublicensable license to use, in object code format, Vendor's software identified in the solicitation documents, Vendor's Statement of Work (SOW), or an Exhibit thereto executed by the parties ("Software"), subject to the restrictions set forth therein, such as the authorized computer system, the data source type(s), the number of target instance(s) and the installation site. Use of the Software shall be limited to the data processing and computing needs of the State, its Agencies and lawful customers. This license shall be perpetual or for the term of the contract (pick one, delete the other), unless terminated as provided herein. The State agrees not to distribute, sell, sublicense or otherwise transfer copies of the Software or any portion thereof. For purposes of this Agreement, a State Entity shall be defined as any department or agency of the State of North Carolina, which is controlled by or under common control of the State or who is a lawful customer of the State pursuant to Article 3D of Chapter 147 of the General Statutes.
- b) Vendor shall provide all encryption or identification codes or authorizations that are necessary or proper for the operation of the licensed Software.
- c) The State shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery

testing or operations, for archival or emergency purposes, for back up purposes, for use in preparing derivative works if allowed by the solicitation documents or statements of work, or to replace a worn copy.

- d) The State may modify non-personal Software in machine-readable form for its internal use in merging the same with other software program material. Any action hereunder shall be subject to uses described in this paragraph, the restrictions imposed by Paragraph 3), and applicable terms in the solicitation documents or statements of work.

3) WARRANTY TERMS: Notwithstanding anything in the Agreement or Exhibit hereto to the contrary, Vendor shall assign warranties for any Deliverable supplied by a third party to the State.

- a) a) Vendor warrants that any Software or Deliverable will operate substantially in conformity with prevailing specifications as defined by the current standard documentation (except for minor defects or errors which are not material to the State) for a period of ninety (90) days from the date of acceptance ("Warranty Period"), unless otherwise specified in the Solicitation Documents. If the Software does not perform in accordance with such specifications during the Warranty Period, Vendor will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with or substantially in accordance with such specifications.
- b) Vendor warrants to the best of its knowledge that:
 - i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
 - iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.
 - iv) The licensed Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software's ability to operate.
- c) UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.

4) RESTRICTIONS: State's use of the Software is restricted as follows:

- a) The license granted herein is granted to the State and to any political subdivision or other entity permitted or authorized to procure Information Technology through the Department of Information Technology. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased at any time, subject to the restrictions on the maximum number of Users specified in the solicitation documents.
- b) No right is granted hereunder to use the Software to perform Services for commercial third parties (so-called "service bureau" uses). Services provided to other State Departments, Agencies or political subdivisions of the State is permitted.

- c) The State may not copy, distribute, reproduce, use, lease, rent or allow access to the Software except as explicitly permitted under this Agreement, and State will not modify, adapt, translate, prepare derivative works (unless allowed by the solicitation documents or statements of work,) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or any internal data files generated by the Software.
 - d) State shall not remove, obscure or alter Vendor's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Software.
- 5) **SUPPORT OR MAINTENANCE SERVICES:** This paragraph recites the scope of maintenance Services due under the license granted, if not superseded by a separate licensing and maintenance agreement or as may be stated in the solicitation documents. Subject to payment of a Support Service or Maintenance Fee stated in the solicitation documents for the first year and all subsequent years, if requested by the State, Vendor agrees to provide the following support Services ("Support Services") for the current version and one previous version of the Software commencing upon delivery of the Software:
- a) **Error Correction:** If the error conditions reported by the State pursuant to the General Terms and Conditions are not corrected in a timely manner, the State may request a replacement copy of the licensed Software from Vendor. In such event, Vendor shall then deliver a replacement copy, together with corrections and updates, of the licensed Software within 24 hours of the State's request at no added expense to the State.
 - b) **Other Agreement:** This Paragraph 5 may be superseded by written mutual agreement provided that: Support and maintenance Services shall be fully described in such a separate agreement annexed hereto and incorporated herein
 - c) **Temporary Extension of License:** If any licensed Software or CPU/computing system on which the Software is installed fails to operate or malfunctions, the term of the license granted shall be temporarily extended to another CPU selected by the State and continue until the earlier of:
 - i) Return of the inoperative CPU to full operation, or
 - ii) Termination of the license.
 - d) **Encryption Code:** Vendor shall provide any temporary encryption code or authorization necessary or proper for operation of the licensed Software under the foregoing temporary license. The State will provide notice by expedient means, whether by telephone, e-mail or facsimile of any failure under this paragraph. On receipt of such notice, Vendor shall issue any temporary encryption code or authorization to the State within twenty-four (24) hours; unless otherwise agreed.
 - e) **Updates:** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Updates") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of the Agreement.
 - f) **Telephone Assistance:** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8 a.m. – 5 p.m. Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four (4) hours or eight (8) hours or next business day, etc. (*edit this time to what you want your response time to be*), for calls made at any time

- 6) **STATE PROPERTY AND INTANGIBLES RIGHTS:** The parties acknowledge and agree that the State shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other work products first originated and prepared by the Vendor for delivery to the State (the “Deliverables”). To the extent that any Vendor Technology is contained in any of the Deliverables, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State’s internal business purposes. Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

Section 3: Terms and Conditions Applicable to Personnel and Personal Services

- 1) **VENDOR’S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services 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 information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under the Agreement. Vendor will serve as the prime Vendor under the Agreement. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). 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. Such third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- a) Intellectual Property. Vendor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
 - b) Inherent Services. If any Services or other Deliverables, functions, or responsibilities not specifically described in the Agreement are required for Vendor’s proper performance, provision and delivery of the Services and other Deliverables pursuant to the Agreement, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract.
 - c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of the Agreement; and that entering into the Agreement is not prohibited by any Contract, or order by any court of competent jurisdiction.
- 2) **SERVICES PROVIDED BY VENDOR:** Vendor shall provide the State with implementation Services as specified in a Statement of Work (“SOW”) executed by the parties. This

Agreement in combination with each SOW individually comprises a separate and independent contractual obligation from any other SOW. A breach by Vendor under one SOW will not be considered a breach under any other SOW. The Services intended hereunder are related to the State's implementation and/or use of one or more Software Deliverables licensed hereunder or in a separate software license agreement between the parties ("License Agreement"). (Reserve if not needed)

- 3) **PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of the Agreement without prior written approval by the Agency Contract Administrator. The individuals designated as key personnel for purposes of the Agreement are those specified in the Vendor's offer. Any desired substitution shall be noticed to the Agency's Contract Administrator in writing accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under the Agreement. Upon such termination, the Agency may request acceptable substitute personnel or terminate the Contract Services provided by such personnel.
- a) Unless otherwise expressly provided in the Contract, 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 other Deliverables.
 - b) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
 - c) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
 - d) Unless otherwise provided by the Agency, the Vendor shall furnish all necessary personnel, Services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. The Vendor shall be solely responsible for acquiring any equipment, furniture, and office space not furnished by the State necessary for the Vendor to comply with the Agreement. The Vendor personnel shall comply with any applicable State facilities or other security rules and regulations.
- 4) **PERSONAL SERVICES:** The State shall have and retain the right to obtain personal Services of any individuals providing Services under the Agreement. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal Services, termination, default, merger, acquisition, bankruptcy or receivership of the Vendor to ensure continuity of Services provided under the Agreement. Provided, however, that the Agency shall

not retain or solicit any Vendor employee for purposes other than completion of personal Services due as all or part of any performance due under the Agreement.

- a) Vendor personnel shall perform any duties on the premises of the State during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
- b) The State has and reserves the right to disapprove the continuing assignment of Vendor personnel provided by Vendor under the Agreement. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ best commercial efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure.
- c) Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will provide suitable personnel at no additional cost to the State.
- d) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel

ATTACHMENT C: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name	
Offeror's address	
Offeror's telephone number	
Ownership	<input type="checkbox"/> Public <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary <input type="checkbox"/> Other (specify)
Date established	
If incorporated, State of incorporation.	
North Carolina Secretary of State Registration Number, if currently registered	
Number of full-time employees on January 1 st for the last three years or for the duration that the Vendor has been in business, whichever is less.	
Offeror's Contact for Clarification of offer: Contact's name Title Email address and Telephone Number	
Offeror's Contact for Negotiation of offer: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name Title Email address and Telephone Number	

HISTORICALLY UNDERUTILIZED BUSINESSES

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

Pursuant to N.C.G.S. §§ 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Contact the North Carolina Office of historically Underutilized Businesses at 919-807-2330 with questions concerning NC HUB certification. <https://ncadmin.nc.gov/businesses/hub>

Respond to the questions below.

1. Is Vendor a Historically Underutilized Business? Yes No
2. Is Vendor Certified with North Carolina as a Historically Underutilized Business? Yes No

If so, state HUB classification:

ATTACHMENT D: COST FORM

This table serves as a summary of the costs addressed in Section 6.1 – Offer Costs.

Vendors must fill in the table(s) below and provide on a separate sheet a detailed itemization of all costs in accordance with Section 6.1.

Travel expenses must be included where appropriate in accordance with paragraph 12) Travel Expenses in Attachment B. Also, shipping fees cannot be a standalone cost line item per the NCDIT Terms and Conditions. Shipping is to be FOB Destination. See Clause 27 of Attachment B for further details.

ITEM	DESCRIPTION	YEAR ONE (1) COST
	Conversion-Focused Website	
1	CMS Software and Licensing Costs	
2	Content Types and Content Migration	
3	Project Management	
4	Website Design/Theme and Layout Templates	
5	Workflow Implementation	
6	Training	
7	Hosting	
8	Maintenance and Ongoing Support	
9	Persona and User Journey Mapping	
10	Student Enrollment Funnel Creation and CRM Integration	
11	Other Solution Costs: must be defined in detail using the following lines	

TOTAL YEAR ONE OFFER COST \$ _____

OPTIONAL SERVICES OR FUNCTIONALITIES –

Optional costs must be clearly described and itemized separately. The State reserves the right to determine whether to purchase these optional items.

ITEM	DESCRIPTION	Cost
1	Optional Value-Added Services or Functionalities not critical to the Solution’s performance and not included in the table above. These costs must be itemized in detail using the following lines. Make sure to include the total for these optional costs.	

TOTAL OPTIONAL COST \$ _____

The Vendor must provide detailed pricing for years two and three for software licenses, maintenance and ongoing support, and hosting. This pricing should be clearly itemized and included in the following table to ensure transparency and facilitate evaluation of ongoing costs associated with the proposed solution.

ITEM	DESCRIPTION	YEAR TWO (2) COST	YEAR THREE (3) COST
1	Software License		
2	Maintenance and Ongoing Support		
3	Hosting		
4	Other Solution Costs or Functionalities: must be itemized in detail for years 2 and 3.		
	TOTAL COST FOR YEARS 2 AND 3		

ATTACHMENT E: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).

The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor.

The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

2) CONFLICT OF INTEREST

Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

3) E-VERIFY

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Vendors claiming exceptions or exclusions under Chapter 64 must identify the legal basis for such claims and certify compliance with federal law regarding registration of aliens including 8 USC 1373 and 8 USC 1324a. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

As a condition of contract award, awarded Vendor shall have registered its business with the North Carolina Secretary of State and shall maintain such registration throughout the term of the Contract.

Signature:

Printed Name:

Title:

Date:

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with N.C.G.S. §143B-1361(b), Vendor must identify how it intends to utilize resources or workers located outside the U.S., and the countries or cities where such are located. The State will evaluate additional risks, costs, and other factors associated with the Vendor's utilization of resources or workers prior to making an award for any such Vendor's offer. The Vendor shall provide the following:

- a) The location of work to be performed by the Vendor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Vendor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.
- b) Any Vendor or subcontractor providing support or maintenance Services for software, call or contact center Services shall disclose the location from which the call or contact center Services are being provided upon request.

Will Vendor perform any work outside of the United States?

YES NO

If yes, Vendor **MUST** list what countries the employees are working and in what capacity are they accessing State Data. Specifically, the State must know if the employees are Help Desk support, Technical Support and/or Coder, etc.

ATTACHMENT G: REFERENCES

The Vendor shall provide three (3) references of customers utilizing the proposed solution fully implemented in a setting similar to this solicitation's scope of work. References within Higher Education, of similar size to Central Piedmont, are highly encouraged, including any community college experience.

The Vendor should have implemented the respective proposed service within the last three (3) years. Customer references whose business processes and data needs are similar to those performed by the Agency needing this solution in terms of functionality, complexity, and transaction volume are encouraged.

For each reference, provide the following information:

1. customer name;
2. customer address;
3. current telephone number of a customer employee most familiar with the offered solution implementation;
4. customer email address;
5. time over which each offered solution implementation was completed;
6. summary of the offered solution implementation;
7. list of offered solution products installed and operational;
8. number of vendor or technical staff supporting, maintaining and managing the offered solution;
9. number of end users supported by the offered solution; and
10. number of sites supported by the offered solution.

For any Vendor proposal the Evaluation Committee deems viable, the college may contact the references to determine if services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. Any information obtained may be considered in the evaluation of the proposal.

ATTACHMENT H: FINANCIAL REVIEW FORM

Vendor shall review the Financial Review Form, provide responses in the gray-shaded boxes, and submit the completed Form as an Excel file with its offer. Vendor shall not add or delete rows or columns in the Form, or change the order of the rows or column in the file.

1. Vendor Name:
2. Company structure for tax purposes (C Corp, S Corp, LLC, LLP, etc.):
3. Have you been in business for more than three years? Yes No
4. Have you filed for bankruptcy in the past three years? Yes No
5. In the past three years, has your auditor issued any notification letters addressing significant issues? If yes, please explain and provide a copy of the notification letters. Yes No
6. Are the financial figures below based on audited financial statements? Yes No
7. Start Date of financial statements:
End Date of financial statements:
8. Provide a link to annual reports with financial statements and management discussion for the past three complete fiscal years:
9. Provide the following information for the past three complete fiscal years:

	Latest complete fiscal year minus two years	Latest complete fiscal year minus one year	Latest complete fiscal year
BALANCE SHEET DATA			
a. Cash and Temporary Investments			
b. Accounts Receivable (beginning of year)			
c. Accounts Receivable (end of year)			
d. Average Account Receivable for the Year (calculated)			
e. Inventory (beginning of year)			
f. Inventory (end of year)			
g. Average Inventory for the Year (calculated)			
h. Current Assets			
i. Current Liabilities			
j. Total Liabilities			
k. Total Stockholders' Equity (beginning of year)			
l. Total Stockholders' Equity (end of year)			
m. Average Stockholders' Equity during the year (calculated)			
INCOME STATEMENT DATA			
a. Net Sales			
b. Cost of Goods Sold (COGS)			
c. Gross Profit (Net Sales minus COGS) (calculated)			
d. Interest Expense for the Year			
e. Net Income after Tax			
f. Earnings for the Year before Interest & Income Tax Expense			
STATEMENT OF CASH FLOWS			
a. Cash Flow provided by Operating Activities			
b. Capital Expenditures (property, plant, equipment)			

ATTACHMENT I: CERTIFICATE OF INSURANCE REQUIREMENTS

Please note: While these are Minimum Requirements, higher limits or additional coverages may be required based on vendor risk and exposure.

<p>Commercial General Liability</p> <ul style="list-style-type: none"> • (Occurrence form) Coverage not less than: 	<p>\$1,000,000 Each Occurrence \$2,000,000 General Aggregate¹ \$2,000,000 Products & Completed Operations Aggregate Schedule of Endorsements must be provided. GL Policy Number must be listed.</p>
<p>Automobile Liability</p> <ul style="list-style-type: none"> • Required for all Owned Autos or must provide 'Hired & Non-Owned Auto' coverage. 	<p>\$1,000,000 Combined Single Limit² OR \$1,000,000 Bodily Injury per Accident \$1,000,000 Bodily Injury per Person \$1,000,000 Property Damage</p>
<p>Umbrella Liability</p> <ul style="list-style-type: none"> • Additional coverage that can be combined to meet requirements: 	<p>\$3,000,000 Per Occurrence \$3,000,000 Aggregate</p>
<p>Workers' Compensation</p>	<p>State Statutory Limits² Employer Liability \$500,000 Each Accident² \$500,000 Disease Policy Limit \$500,000 Disease Each Employee</p>
<p>Additional Insured</p> <ul style="list-style-type: none"> • Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of Ongoing Operations and Completed Operations for the additional insured) 	<ul style="list-style-type: none"> ▪ Coverage must be primary and noncontributory 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.
<p>Professional Liability (Errors and Omissions)</p> <ul style="list-style-type: none"> • If professional services are being provided. 	<p>\$1,000,000 Per Occurrence</p>
<p>Cyber Insurance Liability</p>	<p>\$1,000,000 Per Occurrence³</p>

¹ Including contractual liability, waiver of subrogation, primary and noncontributory.

² Including waiver of subrogation in favor of Central Piedmont.

³ Including information security and privacy liability.

Certificates of Insurance Must Indicate the Following:

1. Central Piedmont Community College needs to be listed as the Additional Insured:
Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of Ongoing Operations and Completed Operations for the additional insured)
 - a. Coverage must be primary and noncontributory above any other insurance Central Piedmont Community College may carry.
 - b. Waiver of Subrogation on all policies in favor of Central Piedmont Community College.
 - c. Make subcontractor's insurance primary.
2. Central Piedmont Community College needs to be listed as the Certificate Holder:
3. Central Piedmont Community College Attention: Enterprise Risk Management PO Box 35009
4. Charlotte, NC 28235-5009
5. Physical address: 1425 Elizabeth Avenue, Charlotte, NC 28204
6. Central Piedmont Community College requires a COI which shows General Liability, Workers' Compensation, Automobile Liability and Umbrella Liability coverages. (The minimum coverages accepted are listed for each.)
 - a. Enterprise Risk Management may opt to waive the requirements for Automobile Liability or the Workers' Compensation, depending on the scope and scale of the job or event.
 - b. Enterprise Risk Management may opt to waive the requirements for Umbrella Liability in addition to the GL, depending on the GL coverage as well as the scope and scale of the job or event.
7. Carrier and effective/expiration date must be shown on all coverages listed on COI.
8. If a service is being rendered where there is access to secure areas of the college, then Crime Coverage (performance or similar bond) may be required.
9. If the service being rendered involves waste removal of any kind, Enterprise Risk Management needs to see Pollution Liability as well as Transportation Liability.
10. If any products and/or services related to information technology (including hardware and/or software) are provided to Central Piedmont Community College, Cyber Liability will be required. Additionally, network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.

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

**ATTACHMENT J: CENTRAL PIEDMONT BRAND GUIDELINES AND EDITORIAL
STYLE GUIDE**

BEGINS ON NEXT PAGE

Brand Guidelines

October 2024

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Introduction

Note From Dr. Deitemeyer

Dear Colleagues:

Central Piedmont Community College has an amazing story to tell. Every day, this college offers opportunities and pathways to success, enhancing the quality of life in Mecklenburg County. It is important we tell our story in a meaningful and impactful way that reaches all of our audiences and gives the college a single, unified voice.

When we speak as one college, we deliver a stronger message and establish a stronger brand. We want everyone in Mecklenburg County to know Central Piedmont delivers a real-world, affordable, hands-on education that transforms lives and impacts our community in many positive ways.

Building a strong Central Piedmont brand will require all of us working together as ambassadors of the college. We should consider every interaction with our students, business partners, elected officials, alumni, neighbors, donors, and other supporters as an opportunity to build and reflect the Central Piedmont brand.

The following brand guidelines were created to help us tell us our story clearly and concisely so we can deliver the strongest

and most consistent brand message possible. It's essential for everyone to follow these guidelines to ensure our college logo, other marks, and brand message remain distinctive and unmistakable.

I encourage you to embrace your role as a Central Piedmont brand ambassador. Display and wear our college logo proudly and always be ready, and willing to explain what makes this college great and more importantly a smart option.

Thank you for your dedication to the college and your support of the Central Piedmont brand.

Sincerely,

Kandi W. Deitemeyer, Ed.D.

President



Central Piedmont Brand Guidelines at a Glance

- These brand guidelines apply to **ALL** communications, internally and externally, whether directly out of the Communications, Marketing, and Public Relations office or from another department.
- There is only **one approved logo** for the college. For correct use and color options, see pages 15–20.
- For your convenience, we have a variety of templates for presentations, fliers, and information cards available on the college intranet in Word, Publisher, and PowerPoint to make staying within brand compliance easier. Templates can be found at cpcc.sharepoint.com/sites/insd-branding.
- Promotional items should only display the college logo and (if desired) the college url: cpcc.edu. For more information on promotional items, see page 51.
- If you have any questions about marketing and communications materials, please contact 704-330-6650.





Voice / Messaging

Mission / Vision / Values

Central Piedmont’s future will be built on a well-defined set of vision, mission, and value statements that guide our every action.

Our Vision

Central Piedmont will be a champion of students, a catalyst for opportunity, and an exceptional provider of learning experiences that transform lives and strengthen our community.

Our Mission

To facilitate student learning, success, and completion, Central Piedmont provides exceptional education and globally competitive training in an engaging, supportive environment.

Our Values

- Student-Centered – We are committed to students and learning. Student success is the heart of everything we do.
- Collaboration – We recognize the power of partnerships and effective communication and work collaboratively within our organization and externally in the Charlotte-Mecklenburg Community and beyond.
- Excellence – We strive to achieve excellence by recognizing opportunities, solving problems, and innovatively serving our students and community.
- Accountability – We demonstrate integrity, transparency, and effective use of resources by assessing our programs and services and using data to inform our decisions.
- Equity – We believe all individuals have the potential to succeed and we will provide student-focused pathways to achievement.
- Courage – We are passionate about our work. We are willing to acknowledge our strengths and weaknesses and confront challenges with intentionality.

Brand Strategy

Central Piedmont reaches and serves multiple audiences, from students to business partners to prospective employees to the community at large. We have three specific “pillars” that support the Central Piedmont brand promise:

- The combination of technical and soft-skills we offer
- The college’s historic connections to the local business community
- The “smartness” of an investment here that shows you are making an investment in yourself and your future while avoiding the debt trap.

Students don’t just learn “what” –they learn “how.” How to do something, be someone, and make a difference. Students who attend Central Piedmont make an impact in their families, in business, in the community, and in the world.

Our brand promise delivers a clear, impactful message:

Real-world, affordable, hands-on education that will transform you, change your life, and impact our community.

Key Message

Meant for internal audiences at Central Piedmont, our key message helps drive all of the messaging for the college.

Powering a stronger future.

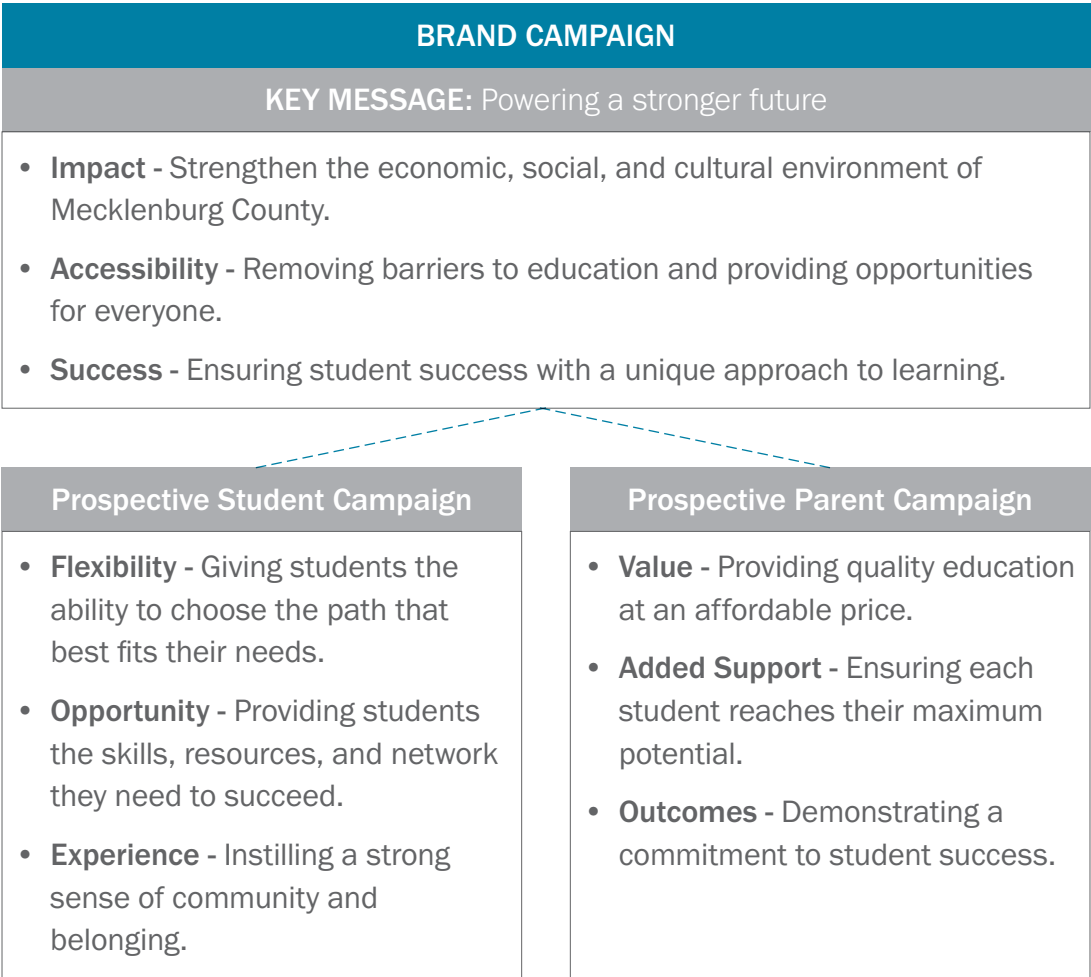
What it means:

- For Central Piedmont - be the change agent
- For students - maximize your potential
- For community - drive progress together

Personality

- Bold
- Forward-thinking
- Ambitious
- Optimistic

Messaging Framework



Messaging Framework

CENTRAL PIEDMONT STRATEGIC MESSAGING

BRAND PROMISE: Real-world, affordable, hands-on education that will transform you, change your life, and impact our community.

KEY MESSAGE: Powering a stronger future

BRAND	<p>IMPACT: Strengthen the economic, social, and cultural environment of Mecklenburg County.</p>	<p>ACCESSIBILITY: Removing barriers to education and providing opportunities for everyone.</p>	<p>SUCCESS: Ensuring student success with a unique approach to learning.</p>
	<p>Business & Professional Growth:</p> <ul style="list-style-type: none"> • Career Advancement Programs (Continuing Education, Accelerated Training Classes, etc.) • Business & Employer Solutions (Corporate Training, funding for new and expanded businesses, Small Business Center for local entrepreneurs, etc.) <p>Support:</p> <ul style="list-style-type: none"> • Center for Military Families & Veterans and programs/services to help vets achieve goals and define career path • On-campus food pantries • Family Resource Center • International Services <p>Enhanced Culture:</p> <ul style="list-style-type: none"> • Public art galleries, performances, cultural events, art and dance classes • Personal enrichment classes (creative arts, wellness, home and garden, etc.) 	<p>Range of Programs & Course Options:</p> <ul style="list-style-type: none"> • Nearly 300 college programs from which to choose • Hundreds of online classes and a variety of online programs • A variety of start dates • Options to earn an associate degree, work toward a four-year degree, or take a direct path to employment • Adult Learning Programs • High School Career & College Promise program offering tuition-free pathways to college credit <p>Affordability:</p> <ul style="list-style-type: none"> • \$3K average tuition annually, saving more than \$42K over two years • More than \$3 million in scholarships available each year <p>Convenience:</p> <ul style="list-style-type: none"> • 8 locations (6 campuses, 2 centers) throughout Mecklenburg County 	<p>Real-World Experience:</p> <ul style="list-style-type: none"> • Learn by doing • Hands-on, experiential approach • Average class size of 19 students • Faculty with real-world knowledge and university experience • Unique programs in high-demand fields (e.g. Tesla START Program) <p>Partnerships:</p> <ul style="list-style-type: none"> • Partnerships with more than 300 top companies (Tesla, Hendrick, AIG, Groniger, Blum, etc.) to enable work-based learning experiences and internships • Partnerships with 4-year schools to guarantee transfer and placement for students following graduation

Messaging Framework

CENTRAL PIEDMONT STRATEGIC MESSAGING

BRAND PROMISE: Real-world, affordable, hands-on education that will transform you, change your life, and impact our community.

KEY MESSAGE: Powering a stronger future

PROSPECTIVE STUDENTS	FLEXIBILITY: Giving students the ability to choose the path that best fits their needs.	OPPORTUNITY: Providing students the skills, resources, and network they need to succeed.	EXPERIENCE: Instilling a strong sense of community and belonging.
	More Topics: <ul style="list-style-type: none"> • Nearly 300 degree, diploma, and certificate programs available More Options: <ul style="list-style-type: none"> • Earn an associate degree, work toward a four-year degree, or take a direct path to employment More Ways to Learn: <ul style="list-style-type: none"> • 8 locations (6 campuses, 2 centers) throughout Mecklenburg County • Hundreds of online classes and a variety of online programs 	Real-World Experience: <ul style="list-style-type: none"> • Hands-on learning • Passionate faculty with real-world knowledge and university experience • Wide range of co-op, internship, and apprenticeship programs • Partnerships with nearly 300 local companies, including AIG, Groniger, and Blum Security / Peace of Mind: <ul style="list-style-type: none"> • Unique programs in high-demand fields (e.g. Tesla START Program) • Guaranteed placement in the UNC system • Save more than \$42K over two years at Central Piedmont • Over \$3 million in scholarships available each year 	Small Class Size: <ul style="list-style-type: none"> • Average class size of 19 students Big Student Life: <ul style="list-style-type: none"> • Central Piedmont student life - 50+ student clubs and organizations and campus activities/events • Spring and summer study abroad programs • Student Government Association (SGA) on all campuses • International Honor Society, Phi Theta Kappa

Messaging Framework

CENTRAL PIEDMONT STRATEGIC MESSAGING

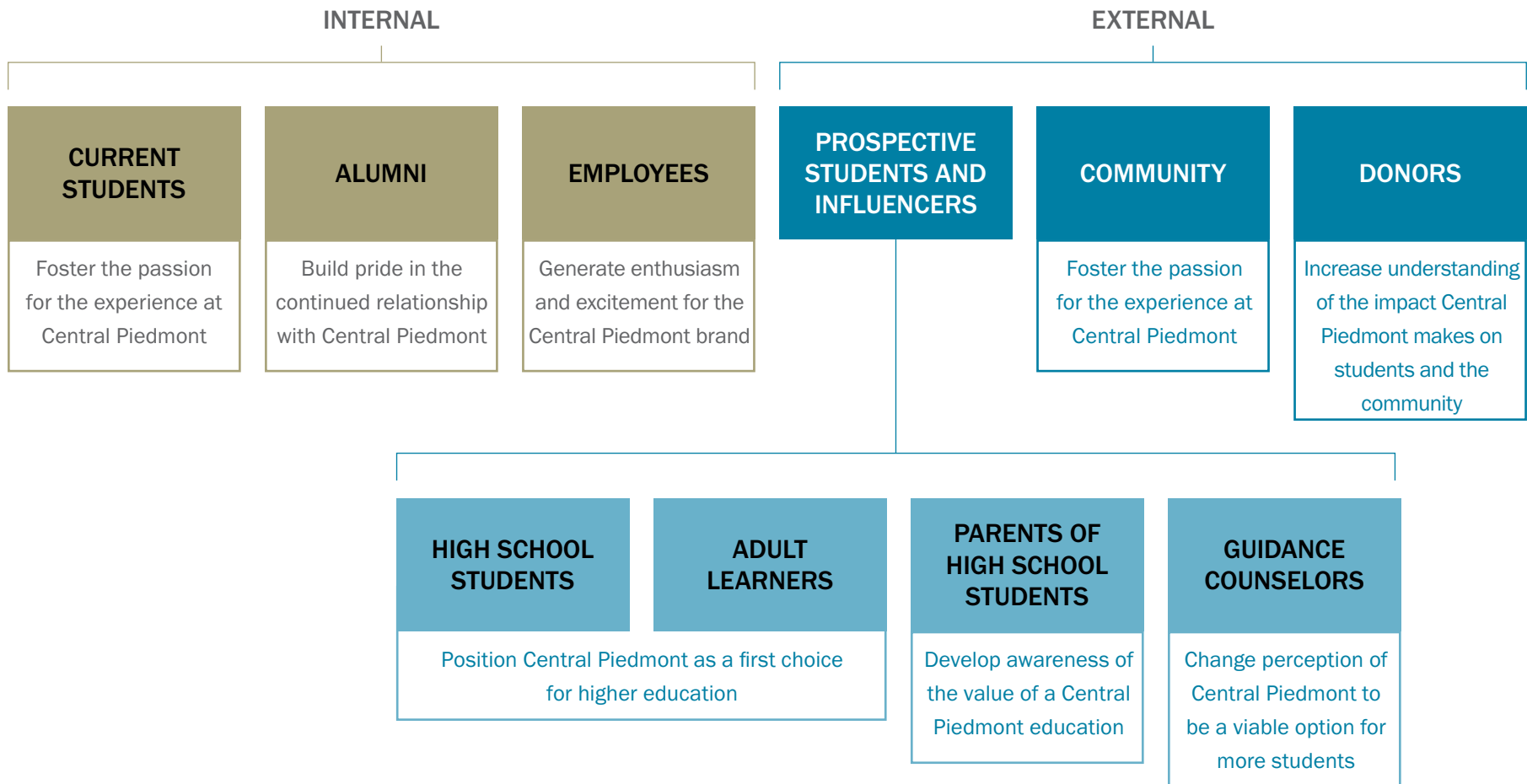
BRAND PROMISE: Real-world, affordable, hands-on education that will transform you, change your life, and impact our community.

KEY MESSAGE: Powering a stronger future

	VALUE: Providing quality education at an affordable price.	ADDED SUPPORT: Ensuring each student reaches their maximum potential.	OUTCOMES: Demonstrating a commitment to student success.
PARENTS	<p>SAVINGS:</p> <ul style="list-style-type: none"> • Save more than \$42K over two years at Central Piedmont when compared to other UNC systems and local private or for profit colleges and universities • \$3K average tuition per year <p>SCHOLARSHIPS:</p> <ul style="list-style-type: none"> • More than \$3 million in scholarships available each year 	<p>SMALL CLASS SIZE:</p> <ul style="list-style-type: none"> • Average class size of 19 students <p>1:1 ADVISING:</p> <ul style="list-style-type: none"> • Individual faculty advisors committed to helping students reach their goals • One-on-one academic advising <p>PERSONALIZED CAREER & LEADERSHIP DEVELOPMENT:</p> <ul style="list-style-type: none"> • Personalized career counseling to help students define their career focus • Student leadership development • Wide range of co-op, internship, and apprenticeship programs 	<p>PASS RATES:</p> <ul style="list-style-type: none"> • 100% pass rate for students taking licensure or certification exams in more than a dozen programs • Guaranteed placement at one of 12 North Carolina four-year institutions <p>JOB PLACEMENT:</p> <ul style="list-style-type: none"> • Access to Career Coach, an online portal for students to research local job openings and salaries

Audiences

When crafting communications, it's important to think about who you are communicating to. Keep these groups and goals in mind when creating new content.





Logo Usage

Logo

The Central Piedmont logo reflects the college’s vision as an institution committed to impacting lives through education. The mark, incorporating an intertwined “C” & “P,” reveals itself and allows different viewers to draw their own inferences. Some see a three-dimensional tower, others see an upwardly-pointing arrow and still others are reminded of a cap and gown.

The logo achieves balance by virtue of a contemporary-looking icon that is combined with a more formal and traditional typeface. With this combination, we believe the new logo is both forward looking but also respectful of tradition.

The college uses this logo as its **ONE** mark for a stronger visual identification. The use of multiple logos is confusing to the overall brand—with one mark, we are stronger as an institution. With one identifying mark for the college, it means when a department or program succeeds, we all benefit.

The sole exception to this rule is the college foundation.

PRIMARY COLLEGE LOGO



STACKED ALTERNATIVE



COLLEGE LOGO EXCEPTION

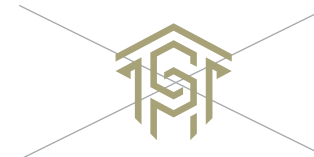


How to Differentiate Your Program

We often get requests from programs that want their own logo or their own look to help distinguish them from other programs. A unique logo doesn't help differentiate your program, it dilutes the overall college brand. The best way to differentiate your program is to carefully consider your audience, tailor your message specifically for them, and present it in a compelling manner.

We do not permit the use of individual program logos. We also don't permit the placement of a department name near the college logo as that gets visually confusing. (See page 43 for department uniforms and T-shirts). We believe we all benefit from the use of our sole college logo.

The gold icon should not be used by itself. The exceptions to this are when it is used as a design element but within proximity of the full logo itself. If you feel you have a need to use the gold icon by itself, please contact Communications, Marketing, and Public Relations. For instances where the icon is used as a design element within proximity of the full logo, the icon may bleed off the edge of the page, but the "C" and "P" must remain completely in view and not be cropped in any way. See the PowerPoint slide at right as an example.



Free Space / Minimum Size

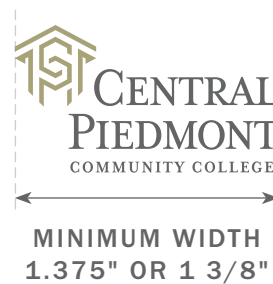
Free Space

To ensure the logo is clear and legible, a free space area (height of the “E”) should be maintained around its perimeter at all times.



Minimum Size

To ensure the logo is legible, the minimum width of the primary logo (including “Community College”) is 2.5" and the stacked alternative (including “Community College”) is 1.375" or 1 3/8".



Acceptable Usage / Colors

4 COLOR VERSION



2 COLOR VERSION / PMS4515C AND 75% BLACK



1 COLOR VERSION / BLACK



2 COLOR VERSION
GOLD ICON AND WHITE TEXT OVER BACKGROUND
COLOR: 75% BLACK OR BLACK



1 COLOR WHITE VERSION



Unacceptable Usage

Do not distort or morph the logo in any way



Do not rearrange the logo or change the proportions of the logo



Do not place the logo at an angle



Do not screen the logo



Do not place the logo in a box



Do not add any graphics or text to the logo



Do not use colors other than those designated on the previous page.



Do not place the logo on a photograph without enough contrast to easily see/read the logo.



Do not outline the logo



Do not add special effects (drop shadow, outer or inner glow, emboss) to the logo



Do not reduce the logo width to less than 2.5" for the primary logo or 1.375" for the stacked alternative (as specified on page 7)



College Seal

History

Clint Moody, the first chairman of Central Piedmont's Commercial Art and Advertising Design Program, designed the official college seal. It features a simple tree with five roots and five branches with 23 leaves – an adaptation of the tree in the symbol on the west corner of the Central High Building. The tree was inspired by a weeping willow that once stood in front of the building. The leaves represent Central Piedmont's earliest programs; the roots, the five initial areas of study – liberal arts, technical, trade (vocational), adult education, and extension; and the crescent at the base of the tree symbolizes the Piedmont Crescent geographical region.

Purpose

The purpose of the seal is to designate an official, formal relationship with the college. The college seal should not be substituted for the college logo. The use of the seal is restricted to authorized personnel only. Questions about using the Central Piedmont seal should be directed to Communications, Marketing, and Public Relations.

Usage

The college seal is reserved for:

- official degrees, diplomas, and certificates.
- official communication from the college president.
- transcripts from the registrar's office.

1 COLOR VERSION / BLACK



GOLD FOIL STAMPED





Graphic Elements

Color Palette

Our color palette reflects Central Piedmont’s tradition of academic excellence for over half a century. Primary colors set a tone of sophistication, while the accent colors add a vibrancy and optimistic spirit.

The primary colors are to be used on collateral, banner, Web graphics, posters, and fliers that promote any college event, program, or informational piece.

The secondary colors complement the Central Piedmont brand colors and are intended as visual accents. The secondary colors can be used for major headlines and call-out copy in printed materials, such as the introduction paragraph or a pull quote to place emphasis on that text. Secondary colors must be applied subordinately to the primary colors. They should represent no more than 10% of the overall color application in the design or layout. They can also be used as part of the design elements. They are not to be used for promotional items or clothing.

Any of the colors from the Central Piedmont color palette can be used at up to a 50% screen. Any percentage less than 50% is too light for use. All colors, except Pantone 202, can be used as a tint at any percentage above 50%. Because the maroon will turn pink as a tint, it should only be used at full strength and 75%. The only color that can be used at 25% tint is the Central Piedmont Gray.

Choosing type color against a brand color background:

Use the examples shown to the right to select the correct type color when using a brand color and tints in the background.

Please reference page 58 for web color palette and accessibility guidelines.

Primary Colors

CENTRAL PIEDMONT GRAY
75% Black
 CMYK 0/0/0/75
 RGB 99/100/102
 HEX #636466

50% 25%

CENTRAL PIEDMONT GOLD
PANTONE 4515 C
 CMYK 32/26/56/7
 RGB 168/162/121
 HEX #B6A269

75% 50%

Secondary Colors

PANTONE 633 C
 CMYK 98/6/10/29
 RGB 0/115/150
 HEX #007396

75% 50%

PANTONE 260 C
 CMYK 66/100/8/27
 RGB 100/38/103
 HEX #642667

75% 50%

Accent Colors

PANTONE 7406 C
 CMYK 0/20/100/2
 RGB 241/196/0
 HEX #F1C400

75% 50%

PANTONE 717 C
 CMYK 0/68/100/0
 RGB 212/93/0
 HEX #D45D00

75% 50%

Emergency Communications Color

PANTONE 202 C
 CMYK 9/100/64/48
 RGB 134/38/51
 HEX #862633

75%

Color Usage

Gray and Gold are Dominant

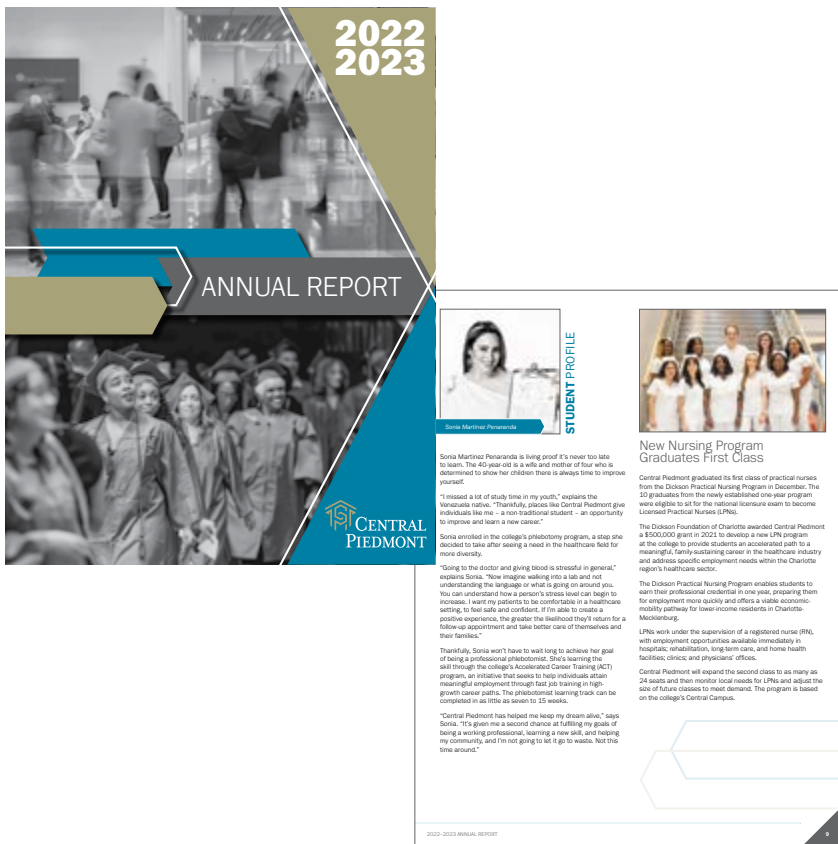
Wherever you are, you can spot the Central Piedmont Gray and Gold that our students, faculty, and staff wear. The same is true of communications from the college. When Central Piedmont Gray and Gold are your dominant colors — in print, online, or on promotional items — your audience will know you speak for Central Piedmont.



Color Usage

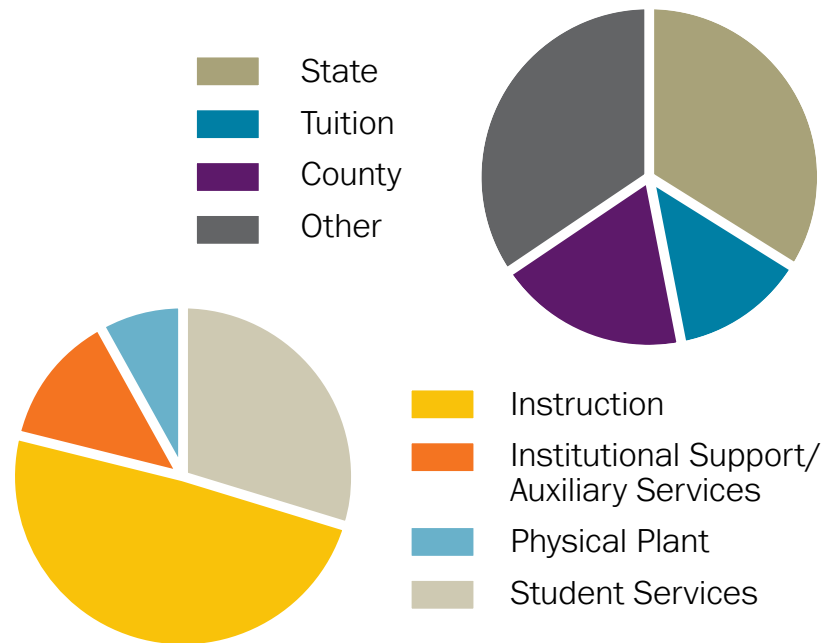
Secondary colors are for sparse use

These colors are for calling out headlines, bold text, or for visual graphic elements that support the Central Piedmont Gray and Gold. They are not intended to dominate the page, allowing the Gray and Gold to still have prominence.



Accent colors are for graphs and charts

These colors complement the Central Piedmont Gray and Gold and are approved options to use in charts and graphs that need multiple colors to illustrate information when necessary. Charts and graphs often have more data points than the primary and secondary color palettes offer, so the accents can be used to extend the colors available. The Gray and Gold must be used in these charts as well, and are used to illustrate the most important information in a chart or graph.



Typography

Franklin Gothic URW has excellent legibility and a straightforward, no-nonsense feel. As the primary brand typeface, use it for all headlines and most body copy. When used as a headline, Franklin Gothic URW should generally be used in initial caps or sentence case to reinforce Central Piedmont as a friendly, approachable college.

The primary weights to be used are Light, Book, Book Italic, Medium, and Medium Italic. In most circumstances, Medium – not Demi – should be used for the bold weight. Demi and Heavy are generally reserved for headline copy.

Franklin Gothic URW

Franklin Gothic Light URW

Franklin Gothic Book URW

Franklin Gothic Book Italic URW

Franklin Gothic Medium URW

Franklin Gothic Medium Italic URW

Franklin Gothic Demi URW

Franklin Gothic Demi Italic URW

Franklin Gothic Heavy URW

Franklin Gothic Heavy Italic URW

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz 1234567890

Typography: Alternatives

Franklin Gothic URW and ITC New Baskerville are primarily print fonts and Central Piedmont does not have an enterprise license to push these official fonts to all computers. As an alternate to these fonts, there are standard PC fonts installed on all college computers that will serve as approved alternatives.

PRIMARY

Franklin Gothic

- Franklin Gothic Light
- Franklin Gothic Book
- Franklin Gothic Book Italic*
- Franklin Gothic Medium
- Franklin Gothic Medium Italic*
- Franklin Gothic Demi**
- Franklin Gothic Demi Italic***

SECONDARY

Baskerville

- Baskerville Roman
- Baskerville Italic*
- Baskerville Semibold
- Baskerville Semibold Italic*
- Baskerville Bold
- Baskerville Bold Italic*

Typography

ITC New Baskerville has a classic feel, yet is approachable in nature. Use ITC New Baskerville for subheads, callouts, and small blocks of copy that need emphasis. It should not be set as body copy for large amounts of text.

The six weights approved for brand usage are Roman, Italic, Semibold, Semibold Italic, Bold and Bold Italic.

ITC New Baskerville

ITC New Baskerville Roman

ITC New Baskerville Italic

ITC New Baskerville Semibold

ITC New Baskerville Semibold Italic

ITC New Baskerville Bold

ITC New Baskerville Bold Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz 1234567890



Visual Media

Imagery

Imagery is key to building and reinforcing the Central Piedmont brand. All images must have the necessary licensing and permissions (not copied from the Internet) and be high resolution (300 ppi for photos, and at least 1080p for video) to reflect the professionalism of the college. Though not preferred, stock images can be used in special instances when approved by Communications, Marketing, and Public Relations.

Permissions

For photography and videography, do not use any material, person's image, sound recordings/music, or third-party trademarks for which you haven't cleared the rights. If you have any questions about copyright or intellectual property rights, please contact the Communications, Marketing, and Public Relations department.

Attire

We feature Central Piedmont staff and students in our marketing efforts to give viewers a true representation of the quality of individuals that make the college a great choice. To aid in making those images as impactful as possible, please use these guidelines for all subjects within your images:

- Avoid clothes with large, distracting patterns or tight, grid-like patterns (herringbone, etc.)
- Avoid large, non-Central Piedmont logos or graphics (sports teams, "statement" T-shirts, etc.) unless otherwise approved



Photography Production

Our photography should have a slice-of-life approach that feels authentic – whether it be on campus, in the classroom, or at a college-sponsored event. We want to show genuine community and the unique educational environment that is Central Piedmont.

With the exception of portraiture, subjects should not be looking at the camera, and instead, be engaged in whatever activity is taking place. In all photography, subjects should not look overly posed or expressing forced emotion. Photos should be well-lit, nicely composed, and properly focused. Whenever possible, capturing an experience from an unusual or unexpected angle is ideal.

Photography requests

Communications, Marketing, and Public Relations has professional photographers on staff who can shoot photographs for all kinds of projects. Learn more about requesting photography at cpcc.sharepoint.com/sites/insd-branding/SitePages/Photography.aspx.

Headshot Backgrounds

For Social Media: Black & white image on over-exposed / high-key (gray) or on black background (any subject)

For Web: Black & white image on over-exposed / high-key (gray) background (so background can be removed)

For Printed: Color or black & white image (depending on use)

All Students and Alumni: On gray and on black backgrounds

- For headshot-style, use middle gray background (SGA and PTK presidents, Ambassadors, etc.)
- For “feature” pose use over-exposed / high-key (gray) background and on black backgrounds

All Employees: On gray and on black backgrounds

- For headshot-style, use middle gray background
- For “feature” pose use over-exposed / high-key (gray) background and on black backgrounds

Cabinet: For headshot-style only, use gold background

Board Chairs: For headshot-style only, use gold background

Group Shots: On-site or in-studio depending on availability

Video Production

All video scripts that promote anything on behalf of the college must be approved by Communications, Marketing, and Public Relations prior to beginning your video project. Do not produce your video until a script or concept has been approved by Communications, Marketing, and Public Relations. Learn more about requesting video production at cpcc.sharepoint.com/sites/insd-branding/SitePages/Videography.aspx.

Process for Non-Communications, Marketing, and Public Relations Produced Videos

Any video not produced by Communications, Marketing, and Public Relations, but intended for the website or public distribution, must be reviewed and approved by the Communications, Marketing, and Public Relations team. This ensures that all content aligns with Central Piedmont’s brand standards. Rough cuts should be shared with Communications, Marketing, and Public Relations for feedback before finalizing the video.

General Video Guidelines

Ideal Length of Videos:

- Promotional/Marketing Videos: 30 seconds to 1 minute. Shorter videos generally perform better in online environments.
- Educational/Instructional Videos: 2-3 minutes. Keep them concise and focused.
- Event Coverage: Highlight reels should be 1-3 minutes.
- Social Media Clips: 15-60 seconds.

Lighting Basics:

- Use natural light when possible. If artificial lighting is needed, aim for soft, diffused light to avoid harsh shadows.
- Ensure the subject is well-lit and the background does not overpower the subject.

Tone of Video:

- Reflect the tone appropriate for the audience and purpose. For example, promotional videos should be upbeat and engaging, while instructional content should be clear and focused.
- Maintain a professional tone, but don’t be afraid to showcase the warmth and inclusivity of Central Piedmont.

Accessibility Standards

Accessibility

- Ensure good color contrast for all text and graphics to make content accessible to viewers with visual impairments.
- All videos must be accurately captioned for accessibility. This applies to all videos, regardless of where they are used, stored, or embedded. This is non-negotiable in order to comply with legal requirements.

Types of Captions

Closed captions can be turned off or on by viewers as needed. This is our preferred format to be used whenever possible, as these options allow the most flexibility for end users to meet individual needs. Closed captions are provided through a separate file (e.g., an SRT, webVTT, etc.).

Open captions always appear in the video because they are a part of the video itself. These sorts of captions are less accessible, as screen readers cannot process the text. This format should only be used when closed captions are not an option (such as a live event or a web player that doesn't allow closed captions).

Captions

- An excellent place to start with captions is Adobe Premiere's AI caption function. This system will help get captions ready

for your video, but it does require editing and review for accuracy.

- Communications, Marketing, and Public Relations can assist in having your video professionally captioned, if necessary. There may be a fee for this service.

Audio Descriptions

In addition to an accurate transcript of the spoken text of the video, captions should include identifying any changes of speaker, as well as any sound descriptions that impact the video.

Examples

>> NAME 1: Text of spoken dialog

[sarcastically] Sure.

[Upbeat music playing]

Video Assets

Video templates, logos, lower thirds, and other assets will be available from the Communications, Marketing, and Public Relations team. Always ensure you are using the most up-to-date assets which are available from the [assets folder](#).

Lower Thirds

To identify people or locations in the video presentation, please use the following format:

- **Placement:** Place the lower third on either the right or left side of the image to balance the composition with the subject.
- **Text Guidelines:** Subject’s name (36pt Franklin Gothic Medium), title, company/school (24pt Franklin Gothic Light). Avoid italics for readability.
- **“Icon” Usage:** Do not display the “icon” logo while lower thirds are in use.



Name
Franklin Gothic Medium 36 pt.

Person’s Title
Franklin Gothic Light 24 pt.

[LongFirstName, LongLastName
Title, Company/School

Video Standards

Title and Action Safe Areas

Be sure to think about action safe areas and title safe areas for High Definition HD (16:9) video format.

Action Safe:

All essential action and actors should be inside this outer boundary

Title Safe:

While this is less important if being used online (where are pixels of a video are generally viewable), it is essential if your video will be displayed in any broadcast, on televisions (including digital signage, etc.), or in any other medium that might overscan/crop the image.

Video Sequencing

When creating the video, the standard sequencing should be:

1. Show the Video Project Title graphic for 3-4 seconds to allow viewers to read all information, or use the opening animation. Both the Video Project Title Template and the opening animation are available from the [assets folder](#).
2. Present video content
3. Show closing animation.



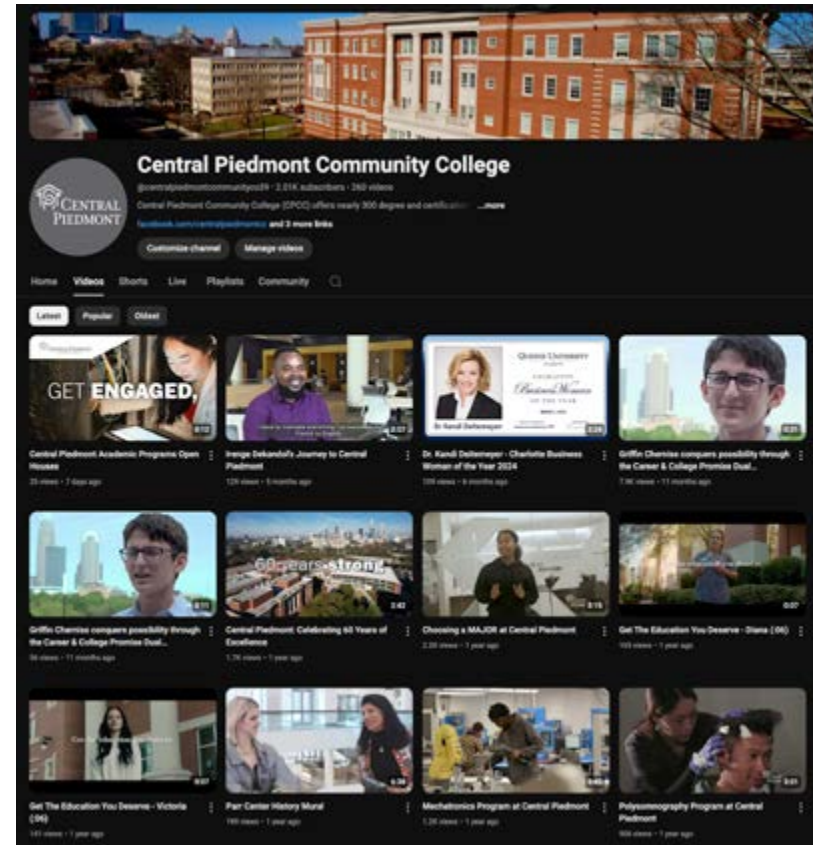
HD Title Safe Area

HD Action Safe Area

Social Media

Social media videos do not have to follow the traditional branding with animated openers. Instead, they should be customized to fit the needs and tone of the specific platform. Focus on capturing attention quickly with compelling visuals and concise messaging.

- For longer videos on YouTube, consider a short opener that catches attention (5-30 seconds), then use the animated opener before getting to the main content.



Best Practices

Is Video the Right Medium?

Evaluate if video is the most effective medium for your message. If a simple image or graphic can convey the same message, it might be a more efficient option.

Video Longevity:

Avoid including dates or time-sensitive information in your videos to ensure they remain relevant for at least 18 months.

Keep it Short:

Shorter videos are more likely to retain viewer attention. Aim for 1-2 minutes whenever possible. Consider breaking longer content into a series of shorter videos.

Legality and Consent:

Ensure all individuals who are clearly visible have signed a release form. Be mindful of copyright when using music or other media elements.

Info on how our release policy works for Students and Faculty/Staff can be found in [our policies](#).

Audio Considerations:

Ensure dialogue is clear and free from background noise. Music should complement, not overpower, the dialogue. Audio is often overlooked in the process, but is just as important as the images on screen.

Visual Orientation:

All videos should be shot in a horizontal (landscape) format. This is particularly important when filming with smartphones.

Certain exceptions exist for social media videos or other specific use scenarios.

Quality Assurance:

Always prioritize quality. Any video, photo, or other media reflects Central Piedmont and should uphold the highest standards.

Key Considerations

To ensure all video content reflects the Central Piedmont brand, keep the following in mind:

- **Be Authentic:** Capture moments that reflect the spirit of Central Piedmont.
- **Be Engaging:** Create a strong focus on your subject.
- **Be Appealing:** Utilize natural lighting—it adds a welcoming and inviting touch to your footage.
- **Be Energetic:** Highlight action that keeps the video lively and the viewer engaged.
- **Be Inclusive:** Consistently incorporate diverse perspectives and subjects in your storytelling.

By adhering to these updated standards, we can ensure that all video content produced by or for Central Piedmont is of the highest quality, maintains brand consistency, and is accessible to all viewers.

EXCEPTIONS

Exceptions to these guidelines can be made on a case-by-case basis. Contact Communications, Marketing, and Public Relations for approval.





Graphic Identity

Stationery

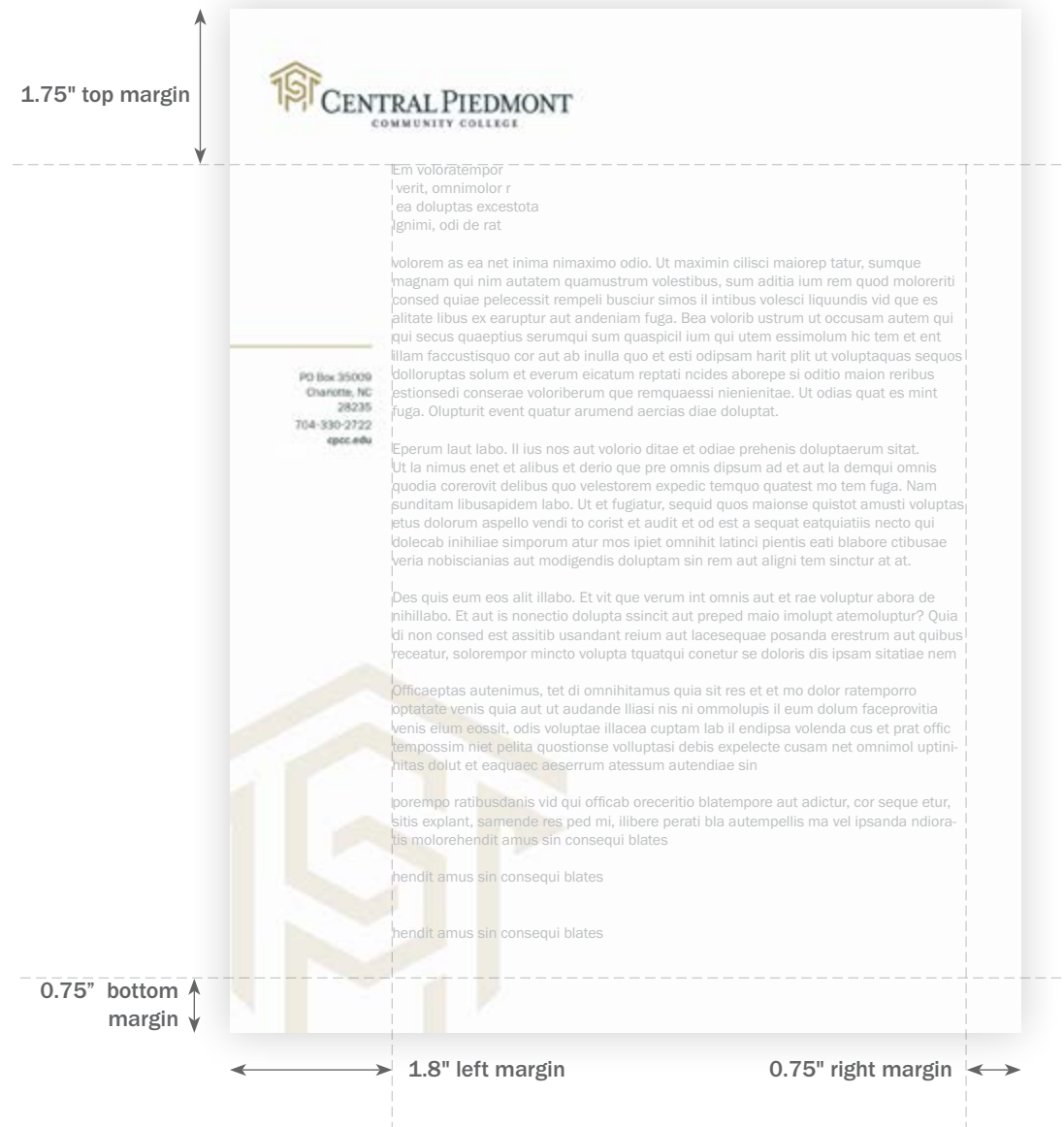
When using the Central Piedmont letterhead, it's important to use the correct margins.

Margins on letterhead:

- Top margin: 1.75"
- Left margin: 1.8"
- Right margin: 0.75"
- Bottom margin: 0.75"

The letterhead is printed on Cougar White 80# smooth text paper.

The letterhead is also available as a digital template without the icon in the lower left.



Stationery

Envelopes

The Central Piedmont envelopes match the design from the letterhead for a clean, cohesive look.

Envelopes are printed on Cougar White #10 smooth.



Business cards

The Central Piedmont business cards showcase the new logo in a clean, single-sided design.

The business cards are printed on Cougar White 100# smooth cover paper.

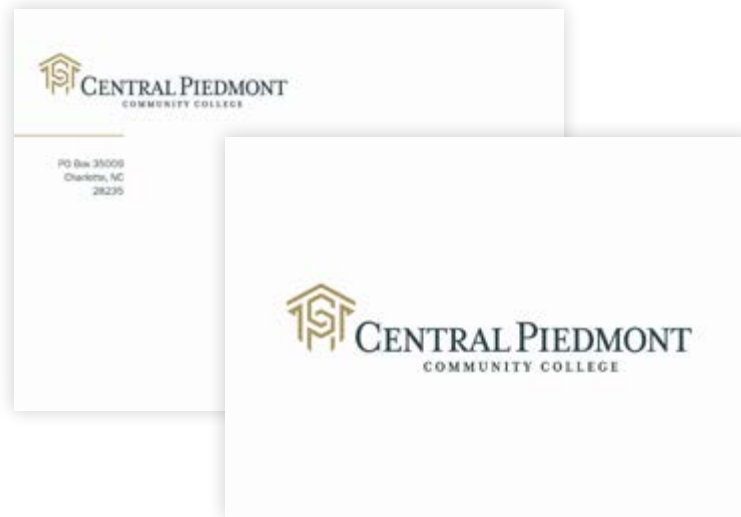


Stationery / Templates

Note Cards

The Central Piedmont note cards and envelopes match the design from the letterhead for a clean, cohesive look.

Envelopes are printed on Cougar White #10 smooth.



Design Templates

There are a variety of templates available on cpcc.sharepoint.com/sites/insd-branding for employees to use to create invoices, certificates, flyers, information cards, and PowerPoint presentations. For help with more complex design needs, please contact Communications, Marketing, & Public Relations.



Staff Uniforms

Embroidered Polo Shirts

General Guidelines

- Logo should always be high on left chest without “Community College.” Full-color logo on white shirt, white logo on gray and black shirts, as shown on the next page.
- Optional to use stacked version of logo, if desired.
- The department name should appear on sleeve or on left chest, depending on logo location chosen.
- Department name should be centered, in all caps, in Franklin Gothic Medium. Thread color should either be:
 - » the closest match to Central Piedmont Gray (75% black) or black for white shirts, o
 - » white for gray and black shirts, as shown on the next page.



Staff Uniforms



Staff Uniforms

Embroidered Polo Shirts

Guideline Exceptions

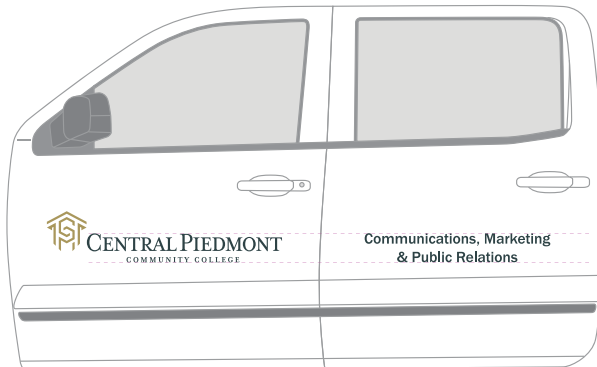
- College Security Services is the one exception for adding an additional element to the shirt guidelines.
- The addition of “SECURITY” on the back side of the shirt can be added for fast identification to the public.
- The backside may be screen printed with Central Piedmont Gray (75% Black) on white shirts, and white on gray and black shirts and may be safety reflection ink for easier visibility at night.
- Department name should be centered, in all caps, in Franklin Gothic Medium. Thread color should either be:
 - » the closest match to Central Piedmont Gray (75% black) or black for white shirts, o
 - » white for gray and black shirts, as shown.



Vehicle Logo: Identification

General Guidelines

- The preferred logo with “Community College” should always be used.
- Placement: Centered (left to right) in top door panel area directly below window, driver and passenger sides with adequate clear space around the logo (using the icon from logo to measure.)
- The department name should be centered (left to right) on the rear door centered with the logo as shown for both single-line and two-line department names as shown. Department name should never appear below the logo. The department name should be set in Franklin Gothic Medium. Additional specifications include:
 - » Initial caps Centered, on rear door; if possible keep department name to one line
 - » Color – Closest match to Central Piedmont Gray (75% Black)
 - » Vinyl colors preferred for each: “Avery HP750 Battleship Grey” and “Shine Rite 872C Gold”
- Use the illustration shown as guidance for visual proportions.
- All vehicle graphics require approval from Communications, Marketing, and Public Relations before implementation/printing.

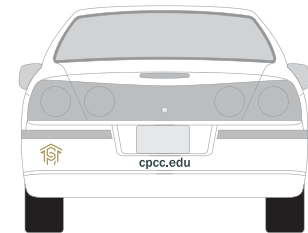
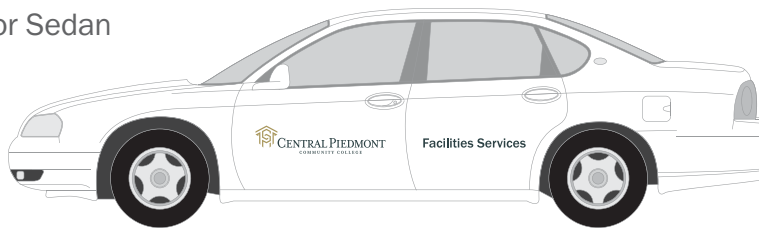


Vehicle Logo: Standard Fleet

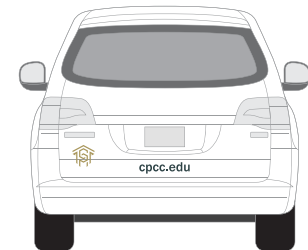
Fleet Guidelines

- Please use these examples as reference for the various vehicle types. For specific vehicle designs using the logo and department name, please contact Communications, Marketing, and Public Relations.
- College website (cpcc.edu) should be centered on the back bumper or tailgate as shown using closest match to Central Piedmont Gray (75% Black)
- Central Piedmont Icon placed on lower left of bumper or tailgate as shown.
- All vehicle graphics require approval from Communications, Marketing, and Public Relations before implementation/printing.

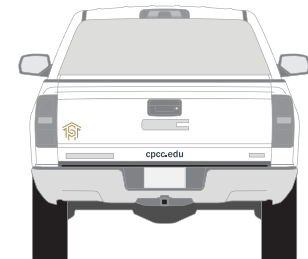
4-Door Sedan



Passenger Van



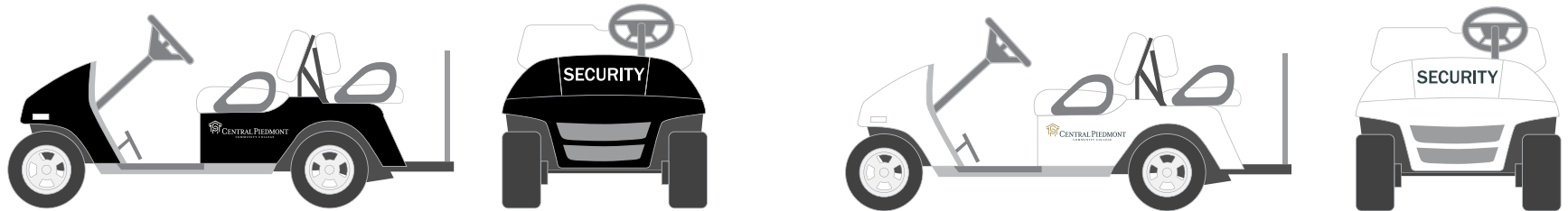
Pickup Truck



Vehicle Logo: Additional Fleet

Fleet Guidelines

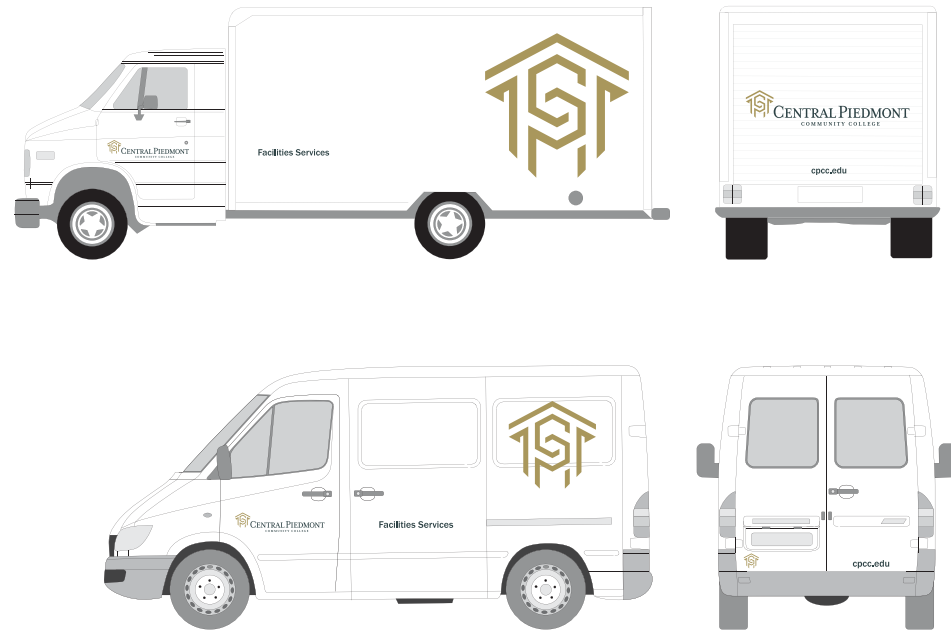
- For black vehicles, both the logo and department name should be white vinyl. Icon and website on rear of vehicle will be white as well.
- All vehicle graphics require approval from Communications, Marketing, and Public Relations before implementation/printing.



Vehicle Logo: Large Fleet

Large Fleet Guidelines

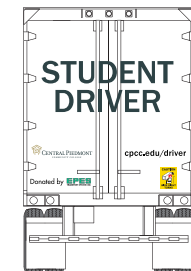
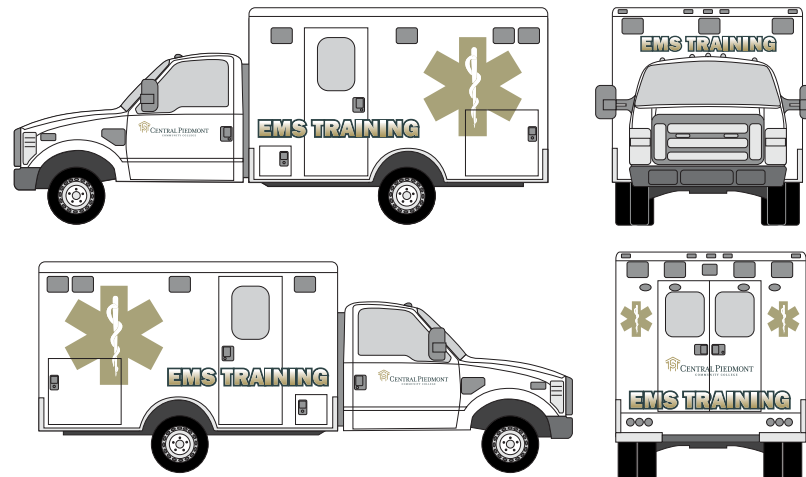
- For transport fleet vehicles, logo is centered in top door panel area directly below window, driver and passenger sides with adequate clear space around the logo (reference pg. 22.)
- Department name is shifted to cargo area centered with the logo (reference placement positioning on pg. 22.)
- Large Central Piedmont Icon placed at the rear of the cargo area centered from top to bottom in Central Piedmont Gold. Vehicles with room for full logo on rear of cargo area, logo should be centered and use clear space regulations (reference pg. 22.)
- College website (cpcc.edu) should be centered on the back bumper or tailgate as shown using closest match to Central Piedmont Gray (75% Black)
- Central Piedmont Icon placed on lower left of bumper or tailgate as shown.
- All vehicle graphics require approval from Communications, Marketing, and Public Relations before implementation/printing.



Vehicle Logo: Exceptions

General Guidelines

- Some vehicles need to deviate from college vehicle guidelines because of specific industry regulations that require certain identifiers.
- Exceptions to the vehicle logo guidelines are:
 - » Central Piedmont Basic Law Enforcement Training training vehicles
 - » Central Piedmont Commercial Drivers License training vehicles
 - » Central Piedmont Emergency Medical Services training ambulances
 - » Central Piedmont Mobile Learning Kitchen
- All vehicle graphics require approval from Communications, Marketing, and Public Relations before implementation/printing.



Promotional Items

General Guidelines

- Please use these examples as reference for the various promotional items. These represent some of the more popular items ordered and how the college logo should be applied.
- Items should be ordered in official Central Piedmont colors where possible. Gray, white, and black are acceptable, as well as metallic gold. Although colors may not always be exact, please try to get items in colors as close as possible to stay on brand.
- Be sure the vendor you are ordering your promotional items from is registered with our licensing partner at CLC. If the vendor is not registered, they may contact CLC at: 770-956-0520 or applications@clc.com.
- Because the intention of the promotional items is to promote the college as a whole, individual departments and areas of the college are **NOT** allowed to place specific websites, phone numbers or department names along with the logo.
- If you feel your department or area name needs to be included on a promotional item, it must be placed in an area separate from the logo (a second imprint location). Communications, Marketing, and Public Relations will set up your artwork for you in this instance and send to the vendor on your behalf.

Water Bottles/Cups



Pens



Phone Chargers



Promotional Items

- The college logo must always remain more prominent than any additional co-sponsor's logo or wording added in the second imprint area.
- For more obscure items or very small items that may only have room for the icon, and how to place the college logo, please contact Communications, Marketing, and Public Relations.
- Student groups are only held to the standards in this guide when using the official Central Piedmont marks. We realize there are times when student events or groups need to align their promotional or giveaway items with a theme or the latest fashion. Central Piedmont student organizations that are recognized by Student Engagement may use the "Central Piedmont Community College" name and colors (gray and gold) on apparel, publications, etc., so long as the name and colors are not used in connection with alcohol, drugs, obscene, or offensive material, or materials that would violate applicable laws or college policy.

Note Pads



Pop Sockets



For Obscure/Small Items:
Contact Communications, Marketing, and Public Relations

Lanyards



Lapel Pin



ID Badge Holder

Tablecloths

Here are approved tablecloth and table runner designs that can be purchased and used.

- **For on- or off-campus use:** You can purchase a black tablecloth with the college logo (and no department information) centered on it.
- **For on-campus use only:** You can also buy a set including a black tablecloth with the college logo offset to the right, and a college gray table runner with your department's name, that can drape over the front of the table (see image below for example). If you want to use your tablecloth off campus, you can purchase an additional table runner with the logo's "tower" icon on it to use in place of your department, since you're representing the college as a whole.
- Use the Library's [online reservation form](#) to reserve and check out a simple black tablecloth with the college logo on it.
- Communications, Marketing, and Public Relations has pricing available for tablecloths and table runners.
- Contact Communications, Marketing, and Public Relations for a price quote and help with design.

Off-campus option 1



Off-campus option 2



On-campus use only





Digital Content

Logo: Maximum / Maximum Size

Maximum Size

To ensure the logo is not too large, the maximum width of the primary logo (including “Community College”) is 600 pixels and the stacked alternative (including “Community College”) is 330 pixels.



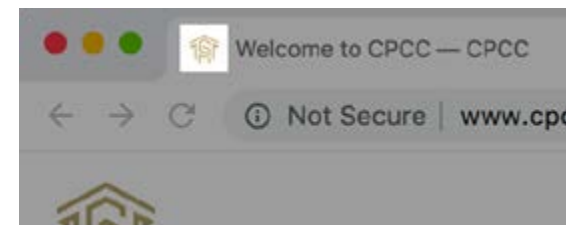
Minimum Size

To ensure the logo is legible, the minimum width of the primary logo (including “Community College”) is 300 pixels and the stacked alternative (including “Community College”) is 165 pixels.



Sizes less than 165 pixels

The gold icon should be used for a favicon and any spaces less than 165 pixels in size.



Logo: Free Space

Free Space

To ensure the logo is clear and legible, a free space area (padding) should be maintained around its perimeter at all times.



MINIMUM PADDING IS 20 PIXELS



MINIMUM PADDING IS 20 PIXELS



MAXIMUM PADDING IS 40 PIXELS



MAXIMUM PADDING IS 40 PIXELS

For logo usage and colors please reference pages 19-20

Typography: Approved Fonts

Futura PT

Futura PT Book: Used for regular body text

Futura PT Bold: USED IN ALL CAPS FOR SECTION HEADERS AND SUBHEADLINES

Futura PT Extra Bold: USED IN ALL CAPS FOR MAJOR HEADLINES ONLY

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

Futura PT alternative

Poppins – fonts.google.com/specimen/Poppins

Baskerville PT

Baskerville PT Regular: May be used as first paragraph of body copy only, all text after uses Baskerville PT Book

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

Baskerville PT alternative

Libre Baskerville – fonts.google.com/specimen/Libre+Baskerville

Web Color Palette / Accessibility

Our web color palette reflects Central Piedmont’s tradition of academic excellence for over half a century. The primary colors used should be the Central Piedmont Gray and Central Piedmont Gold. The blue should only be used as an accent color. No additional colors may be used in design on the website.

Accessibility

Use these examples to select the correct type color when using a brand color in the background. For readability, black type should be used with Central Piedmont Gold and white type should be used for Central Piedmont Gray and the Accent Color.

Primary Colors

CENTRAL PIEDMONT GRAY RGB 0/0/75 HEX #636466		CENTRAL PIEDMONT GOLD RGB 168/162/121 HEX #B6A269
50% HEX #ACAEBO	25% HEX #D4D5D7	50% HEX #DOC5A2

Secondary Color

RGB 0/115/150 HEX #007396	
75% HEX #0798BA	50% HEX #67B2CD

Templates

Email Templates

When sending Central Piedmont emails through a third party vendor similar to Constant Contact, please adhere to these guidelines.

Colors:

- Central Piedmont Gray #636466
- Central Piedmont Gold #B6A269

Fonts:

- 16pt. Arial or Roboto used in Central Piedmont Gray for body copy
- 26pt. Arial or Roboto used in Central Piedmont Gray or Central Piedmont Gold for headings

Images:

- 276 pixels X 184 pixels (W x H)
- Resolution 100 dpi

Buttons:

Buttons should be blue (#007396) to give the highest amount of contrast within our color palette. The text on the button should be white.

Use the approved Central Piedmont header. There is one in gray and white.

16pt. Arial or Roboto used in Central Piedmont Gray for body copy.

Images should be sized 276px X 184px (W x H) at 100 dpi.

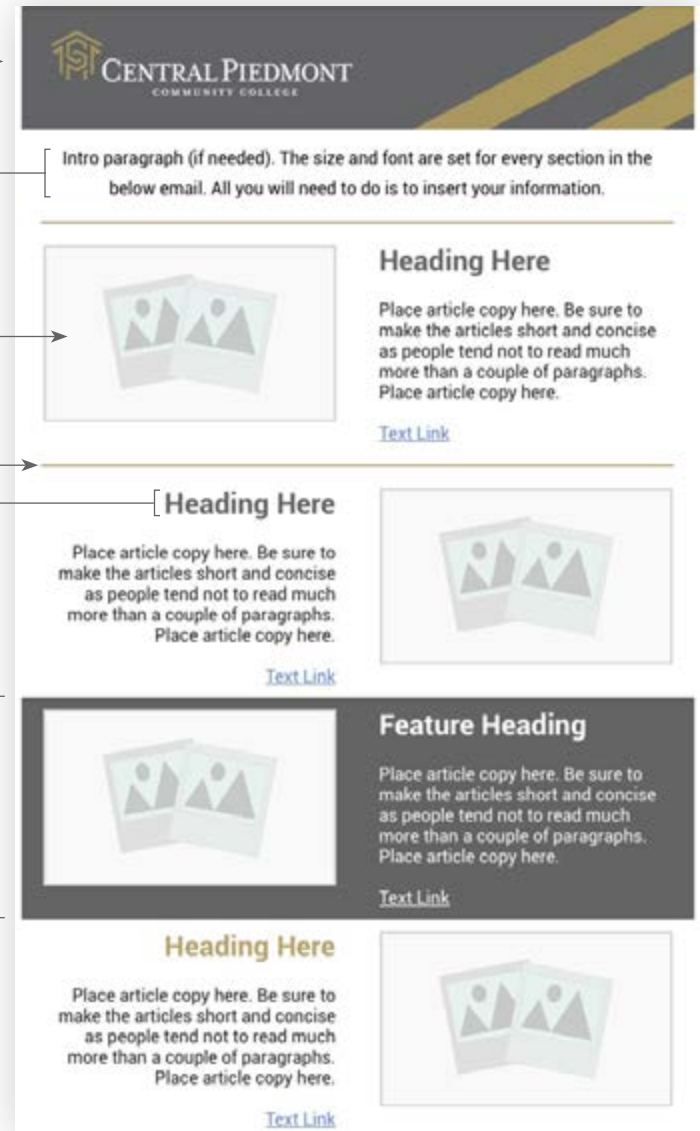
Central Piedmont Gold 2pt horizontal rule.

26pt. Arial or Roboto used in Central Piedmont Gray or Central Piedmont Gold for headings.

Featured story background Central Piedmont gray with white copy.

Sample email button

BUTTON TEXT





CENTRAL PIEDMONT

COMMUNITY COLLEGE

Central Piedmont Community College

Editorial Style Guide

At Central Piedmont, we want to tell our story in one voice across all channels. This guide will help ensure consistency and continuity in how we communicate our story to our audiences.

Editorial style has to do with a set of judgements about what is grammatically correct, consistency in punctuation, and what usage is acceptable. How should you refer to the college? How do we treat academic degrees? What's the proper name of the Halton Theater?

Central Piedmont style conforms with the widely embraced practices of today's academic, public relations, and news authorities on style. It generally follows the conventions outlined in the Associated Press Stylebook and Merriam-Webster's Collegiate Dictionary, with some exceptions. Any rule in question will fall by default to the rules outlined in the Associated Press Stylebook and Merriam-Webster's Collegiate Dictionary.

The Central Piedmont editorial style guide does not apply to materials produced by faculty and staff for academic purposes, such as scholarly research, journal articles, faculty-written books, or articles.

Abbreviations with Names

Use abbreviations Sr., Jr., II and III for Senior, Junior, Second, Third following a full name. Never use the spelled-out words or the abbreviations with the surname alone. Do not place a comma between the surname and the abbreviation.

- John Smith Jr.
- Mrs. John K. Smith Sr.
- John H. Smith III

Abbreviate civil, military, professional, or religious titles when used before a full name.

- Sen. Thomas Jones
- Gov. Robert Williams
- Rev. David Brown

Academic Degrees

Capitalize when the complete name of the degree is given. There is no possessive when using the complete name of the degree.

- Associate in Arts degree
- Associate in Applied Science degree in accounting and finance
- Bachelor of Arts in history
- Bachelor of Arts in English
- Master of Science in biology

Lowercase if no specific degree is mentioned. Uppercase if referencing the proper degree name.

- She earned an Associate in Arts degree.
- He earned an Associate in Applied Science degree in accounting.

Lowercase academic degrees if no degree type is mentioned. The term “associate degree” does not require an apostrophe. The terms “bachelor’s degree” and “master’s degree” require apostrophes.

- associate
 - He has an associate degree.
 - Central Piedmont offers associate degrees.
- bachelor’s
- master’s
- doctorate

When referring to a specialization area within a degree program, leave off the words “track,” “concentration,” or “path”:

- Associate in Applied Science degree in business administration – human resources

When using abbreviations for degrees, insert periods.

- B.A., B.F.A., B.S.W, Ed.D., M.A., M.A.T., M.Ed., M.F.A., M.P.A., M.S., M.S.A., Ph.D.

Use abbreviations for academic degrees only after full names; set them off with commas: John Smith, Ph.D., will give a lecture. However, the preferred method would be to identify the individual in a phrase: John Jones, biology instructor, will give a lecture.

The word “doctorate” is a noun, and “doctoral” is an adjective.

Academic Disciplines

Lowercase the names of academic disciplines, with the exception of proper nouns.

- accounting majors, a major in math, a chemistry major

Always capitalize languages:

- English major, Spanish major

Acronyms

An acronym is a word formed from the first letters of a series of words. Sometimes the letters are pronounced individually and sometimes they're pronounced as a separate word. Examples include: NASA (National Aeronautics and Space Administration) or ATM (Automated Teller Machine).

At the college, we generally avoid abbreviations and acronyms that the reader would not quickly recognize, so please avoid creating acronyms for organizations or internal college departments and programs/initiatives and, instead, refer to the full name. Tip: Create shorter names for departments or initiatives to avoid the need for acronyms.

Addresses

When referencing “PO Box” in an address line, please refrain from using periods (not acceptable: P.O. Box). Also, the state should be spelled out in the city, state line. (Ex. Charlotte, North Carolina); however, if space is limited, the postal abbreviation is an acceptable abbreviation.

[View a list of college building addresses.](#)

Advisor

Advisor is the preferred style, and it is not capitalized unless it begins a sentence.

- Before you register for classes, don't forget to meet with your academic advisor.

Alumni

Alumni are identified by listing the last two digits of their graduation years with an apostrophe following their names.

- Sally Jones '95 (Be careful, some programs autoformat and turn the apostrophe around.)

"Alumnus" is the singular, masculine form; for reference to women, use "alumna" (singular) or "alumnae" (plural). "Alumni" may serve as the plural for a group that is composed of men only or of men and women together.

Apostrophes

Form the possessive singular of nouns by adding "'s."

- Maxine's dog
- Max's idea

One exception to this rule is singular proper nouns ending in "s" for which only an apostrophe would be used.

- Dickens' novels

Plural possessives are formed by adding an "'s" unless the word has a special plural construction that does not end in "s."

- Students' rights
- Women's studies

Plurals of words should **not** contain apostrophes.

- thousands of items, not thousand's

One exception is plurals of single letters, which may require an apostrophe to avoid misinterpretation.

- She received all A's.
- Minding your p's and q's

Ampersand (&)

In general, avoid using an ampersand to represent “and,” unless it’s part of an official name or in marketing/social media copy with limited space. A few college programs and departments have special nomenclature:

- Career & College Promise
- Baking & Pastry Arts

Building Names, Room Numbers

Capitalize the formal names of buildings (Zeiss Building, Claytor Building). Lowercase general reference (They went to the library to study.)

Capitalize “room” when referring to a specific location within an academic or administrative building. The room location always following the building. If a room number has a letter following it, capitalize the letter and put it immediately following the number with no space.

- The meeting will be held in the Advanced Technology Center, Room 115.
- The meeting is in Hall Professional Development Building, Room 211C.

For unnamed campus buildings that are numbered, use the Roman numerals to refer to the building.

- Harris II Building
- Levine III Building

Visit the “Where’s the event” entry for a list of official college building names.

Bullets

Vertical lists may be bulleted and numbered and should:

- contain, preferably, at least three items, never just one
- be used to highlight text or make it more easily accessible
- have text preceding it, never just a head

Use the following rules for vertical lists:

- Use initial caps and terminal punctuation for items that are full sentences, like this one, but do neither for sentence fragments, including the final item.
- Make the items **grammatically parallel**, i.e., begin with the same grammatical construction, such as a verb phrase.
- Use either sentence fragments or complete sentences; avoid mixing them in the same list.
- Avoid bulleted lists within bulleted lists when possible; rewrite as necessary.
- Use numbers instead of bullets only when the sequence or the hierarchy of the items matters or when the items will be referred to (usually in text) by number.

Capitalization

In general, **avoid unnecessary use of capital letters**. Academic departments, administrative offices, and facilities are capitalized when the complete and official designation is used.

- Applied Technologies Division
- the division
- Financial Aid and Veterans Affairs
- Center for Military Families and Veterans
- the center
- continuing education
- math department

Lowercase fields of study except when a proper noun is part of the name.

- accounting
- German
- human resources

Capitalize the following when the complete title is used, lowercase on second reference:

- Programs
- Course Titles
- Named or distinguished professorships
- Named scholarships/awards
- The word "room" when used to designate a location
- Titles of campus activities

- All words, except articles, conjunctions and prepositions in the titles of books and plays

Lowercase “city of Charlotte” and “state of North Carolina” except when referring to the city’s or state’s government or in legal contexts calling for a corporate name.

- The governor of the state of North Carolina attended today’s press conference.
- Central Piedmont received a grant from the City of Charlotte.

Lowercase the common noun elements of names in plural uses.

- At the corner of Charlottetowne and Elizabeth avenues
- On the Central and Levine campuses

Captions

Use a caption if there’s a person, place, or situation that the reader is likely to want to identify. Use (left), (from left), or the like if there might be confusion about identities.

Do not use a middle initial if the full name with initial is already in the story.

Do not use periods in captions that are not full sentences.

Central Piedmont Community College

When referencing the college, use Central Piedmont Community College on first reference. All subsequent references should be Central Piedmont. The college is also an acceptable reference.

CP or CPCC are not acceptable references and should not be used.

When referring to the college’s Foundation, use Central Piedmont Community College Foundation on first reference and Central Piedmont Foundation on all subsequent references.

Courses vs. Sections / Classes

A course is a set of classes or a plan of study on a particular subject. Sections are specific instructor/day/time/location/methodology available for each course during a term. A class is a period of time in which students are taught something.

- I’m taking an English course, and the classes are on Thursdays.

- My ENG 111-01 classes meet on Mondays, Wednesdays, and Fridays from 9–10 a.m.
- You're required to take the COM 231 course this semester. There are 12 sections available. The classes for COM 231-01 meet on Tuesdays and Thursdays.

Colors

The official Central Piedmont colors are gray and gold.

Commas

An exception to the AP rule, the college uses an Oxford comma before a conjunction.

- The flag is red, white, and blue.
- I had orange juice, toast, and ham and eggs for breakfast.
- She studied religion on Tuesdays, math on Wednesdays, and art on Fridays.

In general, if you set something apart with a comma, you must follow it with a comma:

- The bus to Washington, D.C., will leave at noon, Friday, Nov. 15, from the Student Union.

Dashes

Use an EM dash to denote a numerical range (pages 11–13). PC keyboard shortcut: alt+ctrl+minus; Mac shortcut: option+shift+hyphen

Use a hyphen to join compound adjectives such as full-time.

Em dashes (–) with spaces may be used for material that amplifies, explains or digresses. Commas may often be used for the same purpose. PC keyboard shortcut: ctrl+Num Lock+Keypad Hyphen; Mac shortcut: shift+option+minus

Use spaces around em dashes: She saw – or she thought she saw – a knight in shining armor.

For web writing purposes on cpcc.edu, use an en dash (–) to denote a numerical/time range or a date range (from January–March).

Days, Dates

Spell out the name of a month when it stands alone or with the year only. When a month is used with a specific date, abbreviate only Jan., Feb., Aug., Sept., Oct., Nov., and Dec. Exceptions may be made on marketing materials at the discretion of the Communications, Marketing, and Public Relations department.

Put a comma before and after the year when used with a month and date, but do not use a comma when a time period is expressed with month and year.

- The play opens in October.
- The events of August 2018 are recorded in this paper.
- The plant sale, held on Sept. 28, 2018, will be at the Cato Campus.

In general, use Arabic figures. Don't use st, nd, rd, or th.

- Jan. 1, not January 1st
- The June 15 show has been canceled.

Centuries and decades

- 21st century, 50s, not fifties

In decades identified with their centuries, use figures and omit apostrophes.

- 1850s, 1970s

Use a single hyphen to show a range of dates; do not repeat the first two numbers of the year if the second year is part of the same century as the first: 1968–75; 2007–08; 1899–1902.

Use the year with the month only if it is not the current year. Invitations and graduation programs can include the year for historical archiving purposes.

Ellipses

Use to indicate the deletion of one or more words in condensing quotes, texts, or documents. Treat as a three-letter word, constructed (space/three dots/space).

- The reviewer wrote, "She is amazing ... a true star."

Email

The word email is not hyphenated. Continue to hyphenate other “e” terms (e-commerce, e-procurement).

Do not capitalize letters in email addresses or web addresses, even those containing names:

- john.smith@cpcc.edu
- financialaid@cpcc.edu

Exclamation Points

Exclamation marks should be avoided in formal writing and used sparingly in marketing materials.

Freshman, Sophomore, Junior, Senior

Lowercase except at the beginning of a sentence.

Headlines

The use of downstyle or upper- and lowercase headlines is generally determined by the formality of the publication and the design, but once a style is chosen, it should be followed consistently within a publication. In downstyle headlines, the first word and proper nouns are capitalized. In upper- and lowercase headlines, every word is capitalized except articles (a, an, the), coordinate conjunctions (and, or, for, nor), prepositions, and infinitives.

In general, the college does not punctuate headlines or sub-heads in marketing materials. Communications, Marketing, and Public Relations reserves the right to use punctuation in special circumstances when the layout calls for it.

Hyphenation

Use a hyphen to connect two or more words used as a modifier.

- She teaches full time.
- He has a full-time job.

Do not use a hyphen to connect “-ly” adverbs to the words they modify.

- A highly successful student

Suspend hyphens in a series.

- Do you want a two- or four-door car?

Livestream

Livestream (one word) is preferred over live stream, and is appropriate as both a noun and a verb.

- Livestream today's events on our YouTube channel.

Middle Colleges

Upon first reference, refer to the middle colleges as: the Middle College High School at [CAMPUS]

Otherwise, refer to the middle colleges as:

- the middle college at Cato Campus
- the middle college at Harper Campus
- the middle college at Levine Campus
- the middle college at Merancas Campus

Also acceptable: the middle college high school at [CAMPUS]

Numbers

In general in copy, spell out numbers one through nine (and zero); use numerals for 10 and higher. There are times in marketing materials and social media messages where it makes sense to use a number in favor of the words.

Ages should be written with Arabic numerals.

- 8 years old; a 54-year-old man

Arabic numerals are used with large numbers (millions, billions, trillions)

- 1.5 million

Monetary figures and percentages are also indicated with Arabic numerals

- \$15, \$17.46, \$200 million, 15 percent (spell out percent)

When a number is the first word of a sentence, it should be spelled out. However, the sentence usually can be reworked to avoid having to spell out a large or hyphenated number, a monetary figure or a percentage.

Percent

In general, use the word “percent.” However, the % symbol may be used in scientific, technical, statistical, or short-form (email, social media, etc) copy.

Phone Numbers

Should be listed with dashes to enhance accessibility, such as 704-330-2722. If an extension is used, it should be written as 704-330-2722, ext. 1234.

QR Codes

Please check with your Communications, Marketing, and Public Relations account manager prior to using a QR code on marketing materials.

Quotation Marks

Place a comma or period inside the quotation marks. The semicolon and colon are placed outside the quotation marks.

Place question marks or exclamation marks inside or outside the quotation marks, depending on the quote.

- Did she say, “It is raining today”?
- He asked, “Is it raining today?”

Résumé

Accents should be placed on the “e’s” “résumé” when used as a noun to describe a document outlining a person’s job history and skills.

Seasons, Semesters, and Sessions

Lowercase names or seasons and semesters, except at the beginning of a sentence.

- spring 2019 semester

Sessions are named by the number of weeks in a session, not called “short” or “mini.”

- 16-week
- 12-week
- 8-week
- 4-week

States

When possible, spell out a state’s name on first reference. Postal ZIP code abbreviations for states should be used in copy when abbreviating a state name in text copy.

- NC, SC, CA (instead of N.C., S.C., Calif.)

The District of Columbia is treated like a state.

- Washington, D.C., is the nation’s capital.

For marketing collateral that will be used in the Charlotte area, there’s no need to spell out North Carolina with the city name for well-known cities.

That/Which

“That” is the defining, or restrictive pronoun, “which” is the non-defining, or non-restrictive.

Use “that” for essential clauses, important to the meaning of the sentence, and without commas. Use “which” for nonessential clauses, where the pronoun is less necessary, and use commas.

Tip: If you can drop the clause and not lose the meaning of the sentence, use “which.” Otherwise, use “that.”

- Our office, which has two lunchrooms, is located on 4th Street. (The information about the number of lunchrooms is superfluous and won’t change the meaning of the sentence if removed).
- Our office that has two lunchrooms is located on 4th Street. (Implying there are other office locations.)

Theater vs. Theatre

Theater is used when referring to a building or location where a performance is being held.

- We are going to see a show at the Halton Theater

Theatre is used when referring to the performance itself.

- We’re looking forward to an evening of theatre.

Time of Day

- Use lowercase noon and midnight, not 12 a.m. or 12 p.m.
- Use 8 a.m., not 8:00 a.m.
- Do not capitalize a.m. and p.m. Use periods after each letter.
- Use a comma after the time when used in a sequence with the day, date, and location of an event.
 - The class will meet at 8 a.m., on Tuesday, September 12.
- For a span of time, either 8–10 a.m. (with an em dash) or 8 to 10 a.m. is acceptable.
- If the time spans from morning to afternoon, be sure to list a.m. and p.m. with the time.
 - The event is happening from 8 a.m.–3 p.m. (hyphen)

Titles

Capitalize a title before a person’s name. Lowercase a title following a person’s name. Lowercase a professional title when it stands without a name. Do not use both Dr. and Ph.D or Ed.D.

- Robert Jones, Ph.D. (not Dr. Robert Jones, Ph.D.)

- Dean Robert Jones
- Robert Jones, dean of Central Campus

Occupational descriptions should be lowercase

- math instructor Sally Smith
- career counselor Robert Williams

Avoid courtesy titles, such as Mr., Mrs., Miss, Ms.

Titles (and, in most cases, first names) should be dropped on second reference and thereafter.

Use quotation marks to designate the titles of books, movies, operas, plays, poems, albums and songs, radio and television programs, lectures, speeches, and works of art. If the title of an item in the preceding list is contained within a headline, place a single quotation mark around the title.

URLs

- Do not use <http://> or www.
- Don't break a url with a hyphen or onto another line.
- If a sentence ends with a url, add a period at the end.
- Do not capitalize letters in a URL.

With few exceptions, don't list out the full URL. Instead, put the link in link text:

- Visit the [nursing program page](http://cpcc.edu/programs/nursing). (Not, visit cpcc.edu/programs/nursing)

U.S.

The abbreviation is acceptable as a noun or adjective for *United States*. In headlines, it's U.S. as well (an exception to the AP-style rule).

Where is the Event?

To aid the general public to campus events, publicize events with the campus listed first, then the building, then the room. Spell out full building names (listed below) rather than the abbreviation. If a building is named by a number, use the roman numeral, rather than the arabic number.



- Central Campus, Overcash Center, Room 233
- Levine Campus, Building II, Room 1517

Note that the Halton Theater is inside the Overcash Center and both should be listed.

- Central Campus, Overcash Center, Halton Theater

If the material promoting the event is from the college, there's no need to include Central Piedmont before the campus name. If the event is being promoted on materials from outside the college, include Central Piedmont before the campus name:

- Central Piedmont Harris Campus

College Naming Conventions

- Annable Building
- Belk Building
- Belk Center for Justice
- Bryant Recital Hall
- Cato Campus
- Cato I
- Cato II
- Cato Amphitheater
- Center for Arts Technology
- Central Campus
- Central High Building
- Ceramics Building
- Charlottetowne Office Building
- Citizens Center
- City View Center
- Claytor Building
- Disher Building
- Drumm Facilities Services Building
- Education Center
- Elizabeth Office Building
- Facilities Energy Building





- Giles Science Building
- Georgia Tucker Fine Arts Hall
- Hall Professional Development Building
- Halton Theater
- Harper Campus
- Harris I
- Harris II
- Harris Campus
- Harris Conference Center
- Health Careers Building
- Horticulture Annex
- Horticulture Center
- Horticulture Storage Building
- Hunter Building
- Hendrick Center for Automotive Technology
- IT Service Desk
- Levine I
- Levine II
- Levine III
- Levine Campus
- Levine Health Sciences Building
- Levine Information Technology Building
- Merancas Campus
- Merancas IV
- Mobile Learning Kitchen ("the mobile kitchen" and "the truck" (less preferred) are also acceptable references
- North Classroom Building
- Norman Building
- Overcash Center
- Parking Deck 1
- Parking Deck 2
- Parking Deck 3
- Parking Deck 4
- Parr Center





- Parr Center, Theater (references the theater inside the Parr Center. Do not refer to it as the Parr Theater)
- Parr Center for Teaching and Learning Excellence (on second reference, it's Parr CTLE)
- Pitts Building
- Shaw Advanced Technology Center
- Sloan-Morgan Building
- Sommers Building
- SunTrust Bank
- Tate Clock Tower
- Tate Hall
- Transportation Systems Building
- Van Every Culinary Arts Building
- Visual Arts Building
- Worrell Building (when referring to the gym inside Worrell, list it as "Worrell Building, Taylor Gym")
- WTVI-PBS Charlotte
- Zeiss Classroom Building
- 4th Street Office Building

Web

Referenced as website, webcam, webcast, webmaster, and webpage. But as a short form and in terms of separate words, the web, web address and web browser.

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