



STATE OF NORTH CAROLINA

Department of Revenue

Invitation for Bid #: 45-185214922

Workstation Breakdown and Disposal

Date Issued: March 26, 2021

Bid Opening Date: April 08, 2021

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Kaycee D. Benson

Procurement Specialist

Email: DORProcurement@ncdor.gov

Phone: 919-814-1051



STATE OF NORTH CAROLINA

Invitation for Bids

45-185214922

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's eVP (Electronic Vendor Portal) Number or alternate identification number (e.g., Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so shall be sufficient cause to reject your bid.**

Vendor Name

Vendor #

Note: For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Department of Revenue

| | |
|--|--|
| Refer <u>ALL</u> Inquiries regarding this IFB to: Kaycee D. Benson, Procurement Specialist kdorprocurement@ncdor.gov 919-814-1051 | Invitation for Bids # 45-185214922 |
| | Bids will be publicly opened: April 08 2021@ 2:00 PM (EST) |
| Using Agency: NC Department of Revenue | Commodity No. and Description: 761215 - Refuse collection and disposal |
| Requisition No.: PR11996899 | |

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that False certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the [ATTACHMENTS](#) page within this document.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.

| | | |
|---|-------------------|--------------------|
| COMPLETE/FORMAL NAME OF VENDOR: | | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | | FAX NUMBER: |
| VENDOR'S AUTHORIZED SIGNATURE: | DATE: | E-MAIL: |

VALIDITY PERIOD

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

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 2021, as indicated
on the attached certification, by _____

(Authorized Representative of Department of Revenue)

| | | |
|------------|---|-----------|
| 1.0 | PURPOSE AND BACKGROUND..... | 4 |
| 2.0 | GENERAL INFORMATION..... | 4 |
| 2.1 | INVITATION FOR BID DOCUMENT | 4 |
| 2.2 | NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS | 4 |
| 2.3 | IFB SCHEDULE | 4 |
| 2.4 | MANDATORY SITE VISIT..... | 5 |
| 2.5 | BID QUESTIONS..... | 5 |
| 2.6 | BID SUBMITTAL..... | 6 |
| 2.7 | BID CONTENTS..... | 6 |
| 2.8 | ALTERNATE BIDS | 7 |
| 2.9 | DEFINITIONS, ACRONYMS, AND ABBREVIATIONS | 7 |
| 3.0 | METHOD OF AWARD AND BID EVALUATION PROCESS..... | 8 |
| 3.1 | METHOD OF AWARD..... | 8 |
| 3.2 | CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION | 8 |
| 3.3 | BID REVIEW AND EVALUATION PROCESS..... | 8 |
| 3.4 | PERFORMANCE OUTSIDE THE UNITED STATES | 9 |
| 4.0 | REQUIREMENTS..... | 9 |
| 4.1 | CONTRACT TERM..... | 9 |
| 4.2 | INVOICES..... | 9 |
| 4.3 | PRICING | 10 |
| 5.0 | SCOPE OF WORK | 10 |
| 5.1 | GENERAL..... | 10 |
| 5.2 | OTHER SERVICE CONSIDERATIONS | 10 |
| 5.3 | NCDOR RESPONSIBILITIES..... | 10 |
| 5.4 | ACCEPTANCE OF WORK | 11 |
| 6.0 | CONTRACT MANAGEMENT | 11 |
| 6.1 | CONTRACT MANAGER AND POINTS OF CONTACT | 11 |
| 6.2 | PERFORMANCE REMEDIATION | 12 |
| 6.3 | DISPUTE RESOLUTION | 12 |

1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Revenue (NCDOR) is responsible for administering tax laws enacted by the North Carolina General Assembly. NCDOR operates thirteen (13) Service Centers across the State and employs staff in seventeen (17) states to provide customer service to citizens and entities on a variety of tax issues. NCDOR administers twenty-five (25) tax types and handles over 3+ million taxpayer interactions each year.

NCDOR is closing its Rock Quarry Road Service Center location and relocating its staff to its Terminal Drive location. NCDOR has determined that it no longer requires use of all of the cubicle workstations and/or countertops located at either location. As such, NCDOR needs the workstations and countertops at each of the locations to be dismantled and disposed.

The purpose of the Invitation for Bid (IFB) and any resulting contract award is to solicit bids for workstation breakdown and disposal services as outlined in Section 5.0 Scope of Work for the North Carolina Department of Revenue (NCDOR).

The intent of this solicitation is to award an Agency Specific Term Contract. Bids shall be submitted in accordance with the term and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.6 BID QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. *Vendor's bid shall constitute a firm offer.* **By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's bid under the terms and conditions of this IFB.

2.3 IFB SCHEDULE

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

| Event | Responsibility | Date and Time |
|--------------------------------|----------------|--|
| Issue IFB | State | Thursday, March 26, 2021 |
| Hold Mandatory Site Visit | State | Wednesday, March 31, 2021 @ 10:00 AM (EST) |
| Submit Written Questions | Vendor | Thursday, April 1, 2021 @ 2:00 PM EST |
| Provide Responses to Questions | State | Monday, April 5, 2021 |
| Submit Bids | Vendor | Thursday, April 8, 2021 @ 2:00 PM (EST) |
| Contract Award | State | Between April 16–April 23, 2021 |

2.4 MANDATORY SITE VISIT

Date: March 31, 2021
 Time: 10:00 AM Eastern Time
 Contact #: Kaycee Benson, 919-810-1255
 Location 1: 3301 Terminal Drive, Raleigh, NC 27604
 Location 2: 1429 Rock Quarry Rd #105, Raleigh, NC 27610

Instructions: Due to COVID-19 precautions and preparation, all attending Vendors must abide by COVID-19 precautionary measures, including social distancing of 6-ft and wearing protective face coverings at all times. Attendees will be asked to review a self-health assessment and verbally confirm they are not experiencing any COVID19 related symptoms and have not been in close contact with anyone who has tested positive for COVID19 within the last 14 days.

It shall be MANDATORY that each Vendor representative be present for a site visit on **March 31, 2021**. Attendees shall sign in upon arrival and clearly indicate the prospective Vendor represented, starting at 9:45 AM, with meeting starting promptly at **10:00 AM** Eastern Time at **Location 1: 3301 Terminal Drive, Raleigh, NC 27610**. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID BE CONSIDERED. After review of the scope to be completed at Location 1, all vendors and NCDOR representatives will then travel to **Location 2: 1429 Rock Quarry Rd, #105, Raleigh, NC 27610** to conduct a site visit of the location and the scope to be completed.

The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Invitation for Bid. Vendors shall stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this bid.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Invitation for Bid, must be confirmed by written addendum before it can be considered to be a part of this bid.

2.5 BID QUESTIONS

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

Written questions shall be submitted through the Message Board in NCEP Sourcing using the Question Template provided in Section 3 of the Sourcing Event by the date and time specified in the IFB Schedule Section of this IFB. Vendors will enter **"IFB #45-185214922 – Workstation Breakdown and Disposal - Questions"** as the subject in the message and attach the completed Question Submission Template. Questions submittals should include a reference to the applicable IFB section for each question.

Questions received prior to the question submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the IFB in Section 3 of the Sourcing Event in NCEP Sourcing, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State

personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be timestamped when received. Any bid received after the bid submission deadline will be rejected.

North Carolina E-Procurement (NCEP)

All bid responses shall be submitted electronically via the North Carolina E-Procurement (NCEP) Sourcing tool, a link of which is available through the Interactive Purchasing Systems (IPS). In IPS, the solicitation will have an NCEP button that will redirect Vendors to the Solicitation Summary and NCEP Sourcing to upload bid response(s)

Bid responses should be submitted in accordance with the instructions in the NCEP Sourcing. Any required attachments must be filled out in its entirety. For additional information or technical assistance regarding the NCEP Sourcing, please contact the North Carolina e-Procurement Help Desk at 1-888-211-7440, selecting option 2 or visit <https://eprocmnt.nc.gov/training/vendor-training>.

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

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors bidding on this IFB periodically check NCEP Sourcing for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

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

2.7 BID CONTENTS

Vendors shall provide responses to all questions of this IFB in NCEP Sourcing and complete all attachments of this IFB that require the Vendor to provide information and upload to the Sourcing Event in NCEP Sourcing. Vendor will not be able to submit its response in NCEP Sourcing unless all of the following items are addressed:

- a) Completed and signed version of EXECUTION PAGE, **including the body of the IFB** and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned). **All IFB pages must be uploaded to NCEP Sourcing.**
- b) ATTACHMENT A: PRICING. ATTACHMENT A must be completed and uploaded to NCEP Sourcing.
- c) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- d) ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS
- e) ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. ATTACHMENT D must be completed, signed, and uploaded to NCEP Sourcing.
- f) ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION. ATTACHMENT E must be completed, signed, and uploaded to NCEP Sourcing
- g) ATTACHMENT F: SECURITY REQUIREMENTS FOR VENDOR STAFF AND CONTRACTORS

2.8 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. If Vendor is submitting an Alternate Bid for this IFB, Vendor shall follow specific instructions for uploading Alternative Bid(s) to its response in NCEP Sourcing.

The Alternative Proposal must be clearly marked with the legend: "Alternate Bid #___ for [name of Vendor]." Both the principal bid and the alternative bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d) **CONTRACT ADMINISTRATOR:** Representative of the NCDOR Procurement and Contracts Office who administers the Contract (post award) for the State.
- e) **CONTRACT MANAGER:** Representative who manages contract deliverables and, in the case of the NCDOR Contract Manager, rejects or accepts goods and services.
- f) **NCDOR:** North Carolina Department of Revenue (Contracting Agency)
- g) **E-PROCUREMENT SERVICES:** The program, system, and associated Services through which the State conducts electronic procurement.
- h) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- i) **IFB:** Invitation for Bids.
- j) **NCEP:** The North Carolina E-Procurement Sourcing provides vendors the opportunity to submit bid responses electronically.
- k) **OFFICE MANAGER:** Representative in the NCDOR office location who corresponds with the NCDOR Contract Manager regarding performance or requests for contractual modifications concerning the deliverables of goods and services
- l) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the Buyer within the delivery time required.
- m) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- n) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- o) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- p) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- q) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.

- r) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award and its employees.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S.143-52 provides a list of criteria the State shall use to award contracts. The goods or services being procured shall dictate the application and order of criteria; however all award decisions shall be in the State's best interest. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All responsive bids will be evaluated and award or awards will be based on the responsive bid(s) offering the lowest price that meets the requirements set out herein.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the bidder, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION and Paragraph 30, COMMUNICATIONS BY VENDORS of the INSTRUCTIONS TO VENDORS.

3.3 BID REVIEW AND EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB. Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

All bids must be received by the issuing agency via the method stated in Section 2.6 not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the State may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the State is not required to request presentations or other clarification—and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

The State reserves the right to negotiate with one or more vendors submitting bids and enter into a best and final offer (BAFO) that reflects the discussions and negotiations with the State. **The State may also reject all original offers and negotiate with one or more sources of supply.**

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section and as otherwise stated in this IFB. If a Vendor is unclear about a requirement or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period.

4.1 CONTRACT TERM

The Contract shall have a two-phase mobilization each with its own period of performance.

Location 1 – Period of performance will commence on or about April 26th and concluding by April 30th, 2021, with Contract Manager confirming dates at least 1 week in advance.

Location 2 – Period of performance will commence on or about May 03rd and concluding by May 07th 2021, with Contract Manager confirming dates at least 1 week in advance.

4.2 INVOICES

Vendor shall invoice the Agency Invoices shall include detailed line item information to allow the Contract Manager to verify pricing at point of receipt matches the correct price from the contract deliverables, as defined. At a minimum, invoice must:

- a) Be submitted on Vendor's official letterhead or other document containing Vendor's logo and must be identified by a unique invoice number. Any invoice backup reports and spreadsheets must be provided in electronic format.
- b) Bear the correct contract and purchase order (PO) number to ensure prompt payment. The Vendor's failure to include the correct PO number may cause a delay in payment.

- c) Be issued to NCDOR after services has been provided.
- d) Invoices shall be submitted electronically to DORProcurement@ncdor.gov. Invoices will be subject to the NCDOR Contract Manager's approval.

4.3 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and upload to NCEP Sourcing.

5.0 SCOPE OF WORK

5.1 GENERAL

Vendor will be responsible for the dismantling and disposing of cubicle workstations located at two (2) NCDOR locations. Vendor will have qualified staff and transportation to carry out the scope of work identified in this section.

Cubicle workstation parts include, but are not limited to, walls, countertops, shelves, drawers

Location #2 (Rock Quarry Road) has 33 cubicle workstations. Each workstation parts include, but are not limited to, walls, countertops, shelves, drawers. This information is to be viewed/confirmed at Site Visit.

The work is to be performed during normal business hours.

Location 1: 3301 Terminal Drive, Raleigh, NC 27604

- a) Vendor is responsible for loading materials into vendor supplied transport and disposing previously dismantled workstation walls and countertops.
- b) Items to be disposed will be labeled accordingly by NCDOR personnel.

Location 2: 1429 Rock Quarry Rd #105, Raleigh, NC 27610

- a) Vendor is responsible for the dismantling the cubicle workstations.
- b) Vendor is responsible for cutting data drops from workstation walls.
- c) Vendor will load all cubicle workstation parts, into vendor supplied transport for disposal.
- d) Workstations to be dismantled will be labeled accordingly by NCDOR personnel.

5.2 OTHER SERVICE CONSIDERATIONS

- a) NCDOR representatives will be present during the service periods.
- b) Vendor and NCDOR Contract Manager will be required to validate any questions concerning cubicle workstation parts.
- c) Vendor and NCDOR Contract Manager will be responsible for reviewing all disposed material prior to acceptance of services, noting any concerns on final sign off of disposal.
- d) Vendor will provide a Contract Manager for the duration of the project. Vendor shall ensure that the Project Manager is readily available throughout the term of the project.

5.3 NCDOR RESPONSIBILITIES

- a) The NCDOR Contract Manager will provide an escort during services and while in NCDOR spaces.
- b) NCDOR Contract Manager will be responsible for the labeling of all items that are to be disposed of.
- c) NCDOR Contract Manager will be responsible for reviewing all disposed items prior to acceptance of services being completed, noting any damages or concerns on final sign off paperwork, provided by the vendor.

5.4 ACCEPTANCE OF WORK

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

5.5 VENDORS REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide all services that may be required under the Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may bridge any rights of the State under the Contract. Vendor shall serve as the prime contractor under the Contract and shall be responsible for the performance and payment of all subcontractors that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents and shall not limit Vendor's obligations hereunder.
- b) If any goods, services, functions, or responsibilities not specifically described in the Contract are required for Vendor's proper performance, provision and delivery of the goods and services under the Contract, or are an inherent part of or necessary sub-requirement included within such goods and Services, they still be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.

6.0 CONTRACT MANAGEMENT

6.1 CONTRACT MANAGER AND POINTS OF CONTACT

The Vendor shall designate and make available to the State a single point of contact for contract-related issues and issues concerning performance, progress review, scheduling and any service required.

| Vendor Contractual Point of Contact (Contract Manager) |
|--|
| Name: |
| Street: |
| City, State, Zip: |
| Assigned Contract Manager: |
| Email: |
| Phone (office): |
| Phone (cell): |

| NCDOR Contractual Point of Contact | NCDOR Procurement and Contract Point of Contact |
|--|---|
| <p>Name: Matthew King</p> <p>Email: matthew.king@ncdor.gov</p> <p>Phone (office): 919-814-1164</p> | <p>Name: Kaycee Benson</p> <p>Email: kaycee.benson@ncdor.gov</p> <p>Phone (office): 919-814-1051</p> |

6.2 PERFORMANCE REMEDIATION

Vendor shall investigate all complaints during the same working day. Vendor shall correct all complaints within one (1) day of receipt of the complaint. Any complaint that cannot be corrected during the same working day or that cannot be dealt with for reasons beyond Vendor's control shall be specifically reported to the NCDOR Contract Manager with an anticipated completion date.

NCDOR shall issue Request to Cure letters when the vendor fails to correct issues detected during random or scheduled inspections or based on complaints from the NCDOR Contract Manager, Office Manager, or building occupants. Upon issuance of a Request to Cure letter, Vendor will be given ten (10) business days to correct issues and comply with contract requirements.

Failure to correct an express contract performance listed in the Request to Cure letter within five (5) business days will result in a second warning letter. The Vendor will be given five (5) business days to correct the issue(s) and comply with contract requirements. Failure to correct an express contract performance after the second warning letter will result in default.

Uncorrected complaints, failure to consistently provide acceptable services, supervision, security of the building, materials, training, approved equipment and supplies, or Vendors disregard of NCDOR policies and procedures specified herein may result in default and NCDOR may apply any of the remedies available to it under North Carolina General Terms and Conditions, Section 1, Performance and Default. Upon default and notice of cancelation, any payments due to the Vendor may be held for resolution for assessment of any costs or damages due. The payment withheld will be used to obtain replacement services. The Vendor may be liable for any damages due and for any excess costs of obtaining the services.

6.3 DISPUTE RESOLUTION

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

The remainder of this page is intentionally left blank