

# **STATE OF NORTH CAROLINA**

**Division of Purchase and Contract**

**Invitation for Bid #: 202100411**

**ITAS Form Drop Ship**

**Date Issued: April 21, 2021**

**Bid Opening Date: May 5, 2021**

**At 2:00 PM ET**

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

Nick Edwards

State Procurement Manager

Email: [Nick.Edwards@doa.nc.gov](mailto:Nick.Edwards@doa.nc.gov)



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**202100411**

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**  
**Division of Purchase and Contract**

<b>Refer <u>ALL</u> Inquiries regarding this IFB to: Nick Edwards</b>	<b>Invitation for Bids # 202100411</b>
	<b>Bids will be publicly opened: May 5, 2021 at 2:00pm ET</b>
<b>Using Agency: Department of Revenue</b>	<b>Commodity No. and Description: 141118 - Business use papers</b>
<b>Requisition No.: PR12009570</b>	

**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**

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your bid is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 2021, as indicated

on the attached certification, by \_\_\_\_\_

**(Authorized Representative of the Division of Purchase and Contract)**

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## 1.0 PURPOSE AND BACKGROUND

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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.

The intent of this Invitation for Bid (IFB) is to establish an Agency Specific Term Contract for the vendor to provide 2021 Integrated Tax Administration System (ITAS) Form printing and drop ship services to NCDOR. ITAS stock is utilized for the purpose of mailing agency tax notices and letters to tax payers. The Vendor will provide the services to create proof, print and deliver all specified agency-specific paper stock for the period of one (1) year, with the first shipment due to arrive no later than July 01, 2021. This Scope of Work outlines procedures and specifications the Vendor shall use to develop the quote. There are a total of five (5) forms that are used for this purpose. The forms are continuous fan-folded one-part forms, with specifications herein.

**Bids shall be submitted in accordance with the term and conditions of this IFB and any addenda issued hereto.**

### 1.1 CONTRACT TERM

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

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

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

## 2.0 GENERAL INFORMATION

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### 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 E-PROCUREMENT SOLICITATION

**ATTENTION: This is an E-Procurement solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Contract Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

### 2.3 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.**

## 2.4 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	April 21, 2021
Submit Written Questions	Vendor	April 27, 2021 by 2:00pm ET
Provide Responses to Questions	State	April 28, 2021
Submit Bids	Vendor	May 5, 2021 by 2:00pm ET  Due to COVID-19 Requirements of Social Distancing, the Public Bid opening for this solicitation will be conducted via conference call. Click below to join: <a href="#">202100411 VIRTUAL BID OPENING</a>
Contract Award	State	TBD

## 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 e-mailed to [Nick.Edwards@doa.nc.gov](mailto:Nick.Edwards@doa.nc.gov) by the date and time specified above. Vendors will enter "IFB # 202100411 : Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this 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—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. 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 marked on each bid when received. Any bid received after the bid submission deadline will be rejected.

### [NC BIDS]

If applicable to this IFB and using NC BIDS, all bid responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Vendors](#) page includes online training videos and a link to [NC BIDS FAQs for Vendors](#).



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 the State's IPS website 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.

## 2.7 BID CONTENTS

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

- a) Completed and signed version of EXECUTION PAGES
- b) Vendor Response
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed and signed version of ATTACHMENT D: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING form that confirms that a price matching opportunity is requested
- e) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- g) Completed and signed version of ATTACHMENT G: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT H: HUB SUPPLEMENTAL VENDOR INFORMATION

## 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. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #202100411 for *[name of Vendor]*". Each 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) AMENDMENT: a document issued to supplement the original solicitation document
- c) BAFO: Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- d) BUYER: The employee of the State or Other Eligible Entity that places an order with the Vendor.
- e) CONTRACT LEAD: Representative of the AGENCY identified on the first page of this solicitation document who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State, and is the individual who North Carolina Instructions to Vendors will administer The Contract for the State.
- f) E-PROCUREMENT SERVICES: The program, system, and associated services through which the State conducts electronic procurement.
- g) 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.
- h) IFB: Invitation for Bids(a type of solicitation document)

- i) IPS: Interactive Purchasing Service
- j) LOT: A grouping of similar products within this solicitation document.
- k) OFFER: the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
- l) OFFEROR: the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
- m) ON-TIME DELIVERY: The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- n) QUALIFIED BID/PROPOSAL: A responsive bid submitted by a responsible Vendor.
- o) RESPONSIBLE: Refers to a vendor who demonstrates in it Offer that it has the capability to perform the requirements of the solicitation.
- p) RESPONSIVE: Refers to an Offer that conforms to the Requirements of the solicitation in all respects to be considered by the State for award.
- q) STATE: The State of North Carolina, including any of its sub-units recognized under North
- r) Carolina law.
- s) 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.
- t) STATE DEPARTMENTS: Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- u) THE CONTRACT: A contract resulting from or arising out of Vendor responses to this solicitation document.
- v) VENDOR: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
- w) WORK: All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
- x) YOU and YOUR: Offeror.

### **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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#### **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.

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.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT D: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-

match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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 EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

Bids will be received according to the method stated in section 2.6.

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

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 evaluators 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 evaluators are not required to request presentations or other clarification—and often do 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.

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.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement and submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

### **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

### **3.5 INTERPRETATION OF TERMS AND PHRASES**

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

## **4.0 REQUIREMENTS**

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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 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 similar fees.

### **4.2 PRODUCT IDENTIFICATION**

#### **SUITABILITY FOR INTENDED USE**

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

### **4.3 TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

### **4.4 ESTIMATED QUANTITIES**

The annual usage quantities provided are estimates and the State reserves the right to increase or decrease quantities as needed. The State is only responsible for items ordered and received. No quantities are guaranteed; quantities will be based on usage. QUANTITIES MUST BE BID AS SPECIFIED. ANY CHANGES WILL SUBJECT TO BID REJECTION.

**4.5 DELIVERY**

The Vendor shall deliver Free-on-Board (FOB) Destination (all transportation costs and fees included in the total bid price) to:

**North Carolina Department of Revenue  
501 North Wilmington Street  
Raleigh, NC 27604**

An initial order of 25,000 (lot) must be delivered in accordance with Section 4.5 by July 1, 2021. There may be additional orders placed over the course of the contract as needed by NCDOR.

Can vendor provide initial delivery of ITAS Forms by July 1, 2021? ☐ Yes ☐ No

If No, alternate date promise? \_\_\_\_\_

Vendor required lead time required for subsequent orders for volumes of:

ITAS Form 1 - 07-01- 2021 Shipment \_\_\_\_ (business days)

ITAS Form 2 – 07-01-2021 Shipment \_\_\_\_ (business days)

ITAS Form 3 – 07-01-2021 Shipment \_\_\_\_ (business days)

ITAS Form 4 – 07-01-2021 Shipment \_\_\_\_ (business days)

ITAS Form 8 – 07-01-2021 Shipment \_\_\_\_ (business days)

ITAS Form 10 – 07-01-2021 Shipment \_\_\_\_ (business days)

Delivery shall be made from \_\_\_\_\_ (City & State). The State reserves the right to make the delivery offered a factor in the award of any contract resulting from this Invitation for Bid.

Vendor must contact the Contract Manager at least two (2) weeks prior to scheduled delivery to confirm delivery. Delivery shall be defined as delivered to the address, unloaded from the truck, onto NCDOR dock.

**4.6 DELIVERY SCHEDULE**

The initial delivery must be made by July 1, 2021. **Subsequent order deliveries will be confirmed upon the required two week notification sent from the vendor to the Contract Manager, with the expected delivery schedule. Deliveries 10.1.2021 – 04.01.2022 are not guaranteed, but estimates only.**

FORM	DELIVERY DATE & QUANTITIES
ITAS-1 Bill of Rights	07-01-2021 – 720,000
	10-01-2021 - 720,000
	01-01-2022 – 600,000
	04-01-2022 – 960,000
	<b>3,000,000</b>
ITAS-3 Garnishment	07-01-2021 - 600,000
	10-01-2021 - 480,000
	01-01-2022 - 480,000
	04-01-2022 - 240,000
	<b>1,800,000</b>
ITAS-4 Blank Stock with Coupon	07-01-2021 – 360,000
	10-01-2021 – 240,000
	01-01-2022 – 240,000
	<b>840,000</b>

ITAS-8 Payment Agreement	07-01-2021 – 240,000
	10-01-2021- 120,000
	01-01-2022 – 120,000
	04-01-2022 – 120,000
	<b>500,000</b>
ITAS-10 Blank Stock	07-01-2021 – 162,000
	10-01-2021 – 162,000
	01-01-2022 – 162,000
	04-01-2022 – 162,000
	<b>648,000</b>

#### 4.7 SAMPLES

Sample of items offered shall be furnished free of expense.

**Ten (10) Samples of proposed stocks** of items offered must be furnished, free of expense, and if not destroyed will, upon request, be returned at the Vendor's expense. A written request for return must be made no later than thirty (30) days after the bid award, and Vendor must provide prepaid, pre-addressed shipping label suitable for return of the sample(s). Otherwise the samples will become NC Department of Revenue property. Each individual sample must be labeled with the Vendor's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above. Bids which do not comply with these requirements may be rejected.

**Samples are to be submitted to the following address and must be received prior to the bid opening at:**

NC Department of Revenue

Attn: Kaycee Benson Bid #202100411

501 N. Wilmington Street

Raleigh, NC 27604

Note – UPS/FED Ex are the ONLY delivery companies to deliver to this address. USPS does NOT deliver to this street address.

#### 4.8 POST-AWARD PRODUCT SUBSTITUTIONS

Post-award product substitutions are not permitted without prior written approval from the NCDOR Contract Manager. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of Vendor to comply with this requirement shall constitute sufficient cause to hold the vendor in default or removal from the contract.

#### 4.9 CONCURRENT CONTRACTS

The State reserves the right to run concurrent contracts on products that, due to increased demand and/or short supply from the awarded vendor, cannot be supplied in a timely manner.

#### 4.10 VENDOR'S REPRESENTATIONS

If the bid results in an award, the Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same

manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

Vendor expressly assumes full responsibility for prompt notification to the Purchasing Agency listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

#### **4.11 FINANCIAL STABILITY**

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

### **5.0 PRODUCT SPECIFICATIONS**

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The NCDOR requires a total of five (5) agency-specific paper stock forms to be produced in order to accommodate various mailings to taxpayers. The forms are used in correlation to different printing schedules associated with various tax schedules. The forms are warehoused in the NCDOR warehouse, and external to NCDOR facilities, at the current outsourced mail services vendor's warehouse, as production requires. The purpose of this solicitation is to make the warehousing of the forms and production of print schedules the most efficient and timely as possible. There are several factors that are considered in planning forms production and stock inventory in both warehouses. Each form has a unique set of specifications and needs may adjust throughout the year as tax information or post office requirements change. In order to make the most efficient process the following information must be planned for each form.

#### **5.1 SPECIFICATIONS**

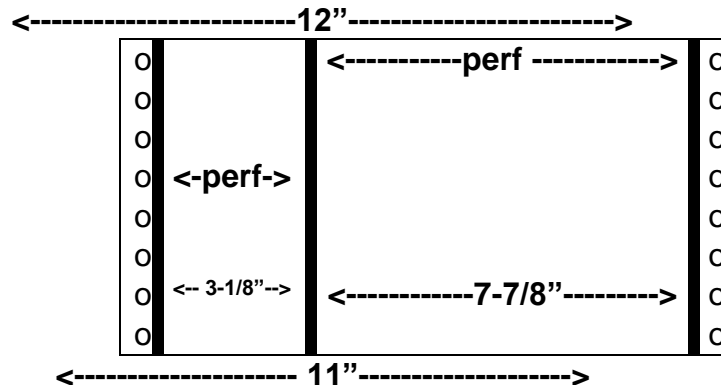
The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

**The remainder of this page is intentionally left blank**

## **ITAS-1 BILL OF RIGHTS FORM**

**SIZE / CONSTRUCTION:** 1-part continuous fan folded form, 12" x 8-1/2" pin-feed on each side. Burst size to be 11" x 8-1/2". Paper to be 24# best quality OCR white. There is to be an internal perforation within the document located 3-1/8" from the bottom of the 11" dimension (see Diagram below). The internal perforation **must** withstand mechanical bursting. The front side is to be blank; the reverse side will be press printed. Ink color is to be black.

Finished form must be compatible with an IBM IP-4100-HS2 printer, and DUPLO V700 and FORMAX FD676 bursters. Revenue will provide a sample of existing paper stock with perforations that meet our functional requirements upon request.



**SAMPLE PAPER STOCK:** Vendor shall provide a sample of proposed stock clearly marked as to type within 5 consecutive calendar days after it is requested by Revenue.

**PRINTING:** 1 side with Black ink. The order of forms should not be printed in full initially due to the need for incremental shipments and possible changes to the printed text during the period of this contract. **Text is subject to change between shipments.** If text changes are needed due to legislative mandates, etc., the vendor will receive updates for future shipments electronically from Revenue. **If text is changed, a new proof will be required.** See **DELIVERY** below.

**QUANTITY:** Full count delivery with no shortage. Any overage shall be included in prices. Using agency will pay only for quantity actually ordered.

**PACKAGING:** Each carton is to be substantial in design and uniformly packaged with 2,000 forms per carton and clearly labeled as to content. The finished forms are to be flattened prior to packaging to prevent bowing and wrinkling prior to printing and processing by Revenue. External carton strapping must be snug and secure, but not be cinched so tightly as to deform the contents. Each carton is to be labeled "ITAS-1 / BILL OF RIGHTS" and indicate quantity. Forms are to be shipped on 40" x 48" sturdy pallets. Each pallet is to contain 60 cartons with 15 cartons per row. Purchase order number, quantity and item name (ITAS-1) must be printed on packing slip.

**COPY:** Revenue shall furnish a compressed ZIP file, Pagemaker 7.0 or Acrobat PDF sample copy. Copy is subject to change between shipments. If copy is changed, a new proof will be required.

**CUSTOMER PRINTING EQUIPMENT:** IBM IP-4100-HS2.

**CUSTOMER BURSTING EQUIPMENT:** DUPLO V700 and FORMAX FD676.

**PROOF:** Proof copies required. Revenue may request test stock.

**STOCK:** Must be best quality White 24 lb. OCR paper stock. Revenue requests pricing for both recycled and virgin stocks.

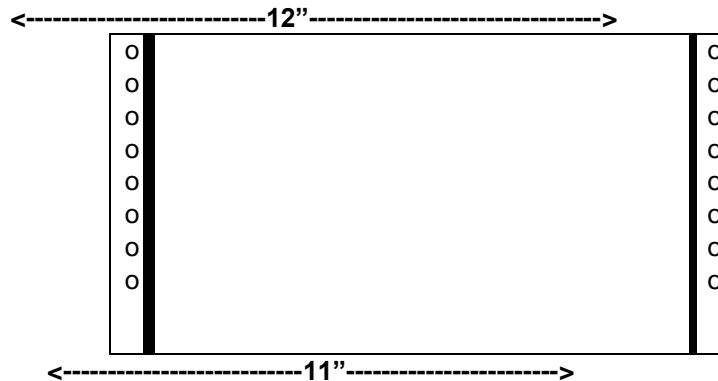
**DELIVERY:** Delivery to take place in 1 shipment.



## **ITAS-3 – GARNISHMENT FORM**

**SIZE / CONSTRUCTION:** 1-part continuous fan folded form, 12" x 8-1/2" pin-feed on each side. Burst size to be 11" x 8-1/2". Paper is to be 24lb best quality OCR white. The front side is to be blank; the reverse side will be press printed. Ink color is to be black.

Finished form must be compatible with an IBM IP-4100-HS2 printer, and DUPLO V700 and FORMAX FD676 bursters. Revenue will provide a sample of existing paper stock with perforations that meet our functional requirements upon request.



**SAMPLE PAPER STOCK:** Vendor shall provide a sample of proposed stock clearly marked as to type within 5 consecutive calendar days after it is requested by Revenue.

**PRINTING:** 1 side with Black ink.

**QUANTITY:** Full count delivery with no shortage. Any overage shall be included in prices. Using agency will pay only for quantity actually ordered.

**PACKAGING:** Each carton is to be substantial in design and uniformly packaged with 2000 forms per carton and clearly labeled as to content. The finished forms are to be flattened prior to packaging to prevent bowing and wrinkling prior to printing and processing by Revenue. External carton strapping must be snug and secure, but not be cinched so tightly as to deform the contents. Each carton is to be labeled "ITAS-3 / GARNISHMENT" and indicate quantity. Forms are to be shipped on 40" x 48" sturdy pallets. Each pallet is to contain 60 cartons with 15 cartons per row. Purchase order number, quantity, and item name (ITAS-3) must be printed on packing slip.

**COPY:** Revenue shall furnish a compressed ZIP file, Page maker 7.0 or Acrobat PDF sample copy.

**CUSTOMER PRINTING EQUIPMENT:** IBM IP-4100-HS2.

**CUSTOMER BURSTING EQUIPMENT:** DUPLO V700 and FORMAX FD676.

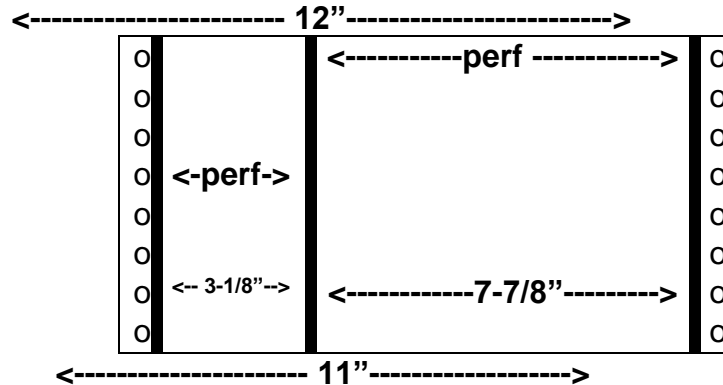
**PROOF:** Proof copies required. Revenue may request test stock.

**STOCK:** Must be best quality White 24 lb. OCR paper stock.

### ITAS-4 FORM (Blank Stock with Coupon)

**SIZE / CONSTRUCTION:** 1-part continuous fanfolded form, 12" x 8-1/2" pin-feed on each side. Burst size to be 11" x 8-1/2". Paper to be 24# best quality OCR white. There is to be an internal perforation within the document located 3-1/8" from the bottom of the 11" dimension (see Diagram below). The internal perforation **must** be strong enough to withstand mechanical bursting.

Finished form must be compatible with an IBM IP-4100-HS2 printer, and DUPLO V700 and FORMAX FD676 bursters. Revenue will provide a sample of existing paper stock with perforations that meet our functional requirements upon request.



**SAMPLE PAPER STOCK:** Vendor shall provide a sample of proposed stock clearly marked as to type within 5 consecutive calendar days after it is requested by Revenue.

**PRINTING:** None.

**QUANTITY:** Full count delivery with no shortage. Any overage shall be included in prices. Using agency will pay only for quantity actually ordered.

**PACKAGING:** Each carton is to be substantial in design and uniformly packaged with 2,000 forms per carton and clearly labeled as to content. The finished forms are to be flattened prior to packaging to prevent bowing and wrinkling prior to printing and processing by Revenue. External carton strapping must be snug and secure, but not be cinched so tightly as to deform the contents. Each carton is to be labeled "ITAS-4 / Blank Stock" and indicate quantity. Forms are to be shipped on 40" x 48" sturdy pallets. Each pallet is to contain 60 cartons with 15 cartons per row. Purchase order number, quantity and item name (ITAS-4) must be printed on packing slip.

**COPY:** No printing required on this stock. Revenue shall furnish sample of current stock.

**CUSTOMER PRINTING EQUIPMENT:** IBM IP-4100-HS2.

**CUSTOMER BURSTING EQUIPMENT:** DUPLO V700 and FORMAX FD676.

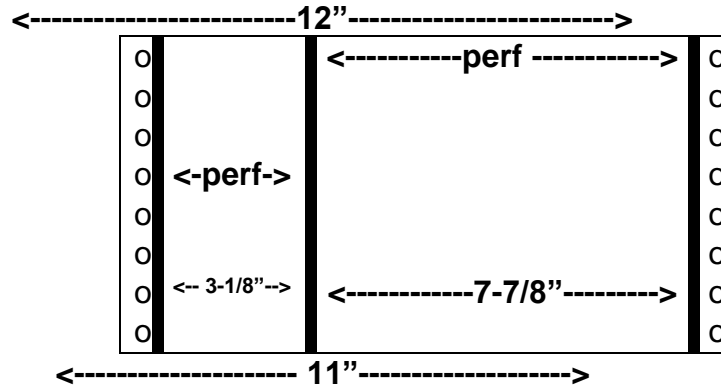
**PROOF:** Proof copies required. Revenue may request test stock.

**STOCK:** Must be best quality White 24 lb. OCR paper stock. Revenue requests pricing for both recycled and virgin stocks.

## **ITAS-8 Payment Agreement**

**SIZE / CONSTRUCTION:** 1-part continuous fan folded form, 12" x 8-1/2" pin-feed on each side. Burst size to be 11" x 8-1/2". Paper to be 24# best quality OCR white. There is to be an internal perforation within the document located 3-1/8" from the bottom of the 11" dimension (see Diagram below). The internal perforation **must** withstand mechanical bursting. The front side is to be blank; the reverse side will be press printed. Ink color is to be black.

Finished form must be compatible with an IBM IP-4100-HS2 printer, and DUPLO V700 and FORMAX FD676 bursters. Revenue will provide a sample of existing paper stock with perforations that meet our functional requirements upon request.



**SAMPLE PAPER STOCK:** Vendor shall provide a sample of proposed stock clearly marked as to type within 5 consecutive calendar days after it is requested by Revenue.

**PRINTING:** 1 side with Black ink.

**QUANTITY:** Full count delivery with no shortage. Any overage shall be included in prices. Using agency will pay only for quantity actually ordered.

**PACKAGING:** Each carton is to be substantial in design and uniformly packaged with 2,000 forms per carton and clearly labeled as to content. The finished forms are to be flattened prior to packaging to prevent bowing and wrinkling prior to printing and processing by Revenue. External carton strapping must be snug and secure, but not be cinched so tightly as to deform the contents. Each carton is to be labeled "ITAS-8 – PAYMENT AGREEMENT" and indicate quantity. Forms are to be shipped on 40" x 48" sturdy pallets. Each pallet is to contain 60 cartons with 15 cartons per row. Purchase order number, quantity and item name (ITAS-8) must be printed on packing slip.

**COPY:** Revenue shall furnish a compressed ZIP file, Pagemaker 7.0 or Acrobat PDF sample copy.

**CUSTOMER PRINTING EQUIPMENT:** IBM IP-4100-HS2.

**CUSTOMER BURSTING EQUIPMENT:** DUPLO V700 and FORMAX FD676.

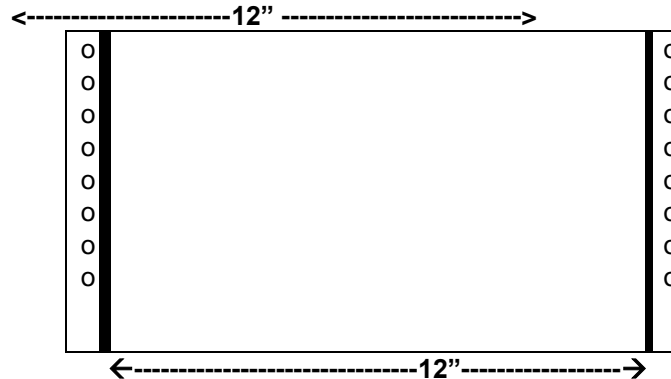
**PROOF:** Proof copies required. Revenue may request test stock.

**STOCK:** Must be best quality White 24 lb. OCR paper stock. Revenue requests pricing for both recycled and virgin stocks.

**DELIVERY:** Full count earliest possible delivery not to exceed 30 days after receipt of order.

## **ITAS 10 – BLANK STOCK**

**SIZE/CONSTRUCTION:** 1 part continuous fan folded form, 12" x 8 ½" pin-feed on each side. Burst size to be 11" x 8 ½". Paper to be 20# best quality OCR white.



**PRINTING: None.**

**PACKAGING:** Each carton is to be substantial in design and uniformly packaged with 3600 forms per carton and clearly labeled as to content. The finished forms are to be flattened prior to packaging to prevent bowing and wrinkling prior to printing and processing by Revenue. External carton strapping must be snug and secure, but not be cinched so tightly as to deform the contents. Each carton is to be labeled "BLANK STOCK" and indicate quantity. Forms are to be shipped on 40" x 48" pallets. Each pallet is to contain 45 cartons.

**PRINT SAMPLE: No printing required on this stock.**

### **5.2 PROOFS**

NCDOR requires proofs furnished within five (5) days of request. Proofs shall contain PDF sample including all measurements. Proofs shall be e-mailed to the NCDOR Contract Manager for review and approval.

### **5.3 DEVIATIONS**

The nature of all deviations from the *Specifications* and *Requirements* listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the *Specifications* and *Requirements*, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Contract Terms and Conditions in this section.

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## **6.0 CONTRACT ADMINISTRATION**

### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

If selected for award, 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
Name: Darrius Suggs Email: darrius.suggs@ncdor.gov Phone (office): 919-814-1103	Name: Kaycee Benson Email: <a href="mailto:kaycee.benson@ncdor.gov">kaycee.benson@ncdor.gov</a> Phone (office): 919-814-1051

## 6.2 ACCEPTANCE OF WORK

Performance of the work and delivery of goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the goods are approved as acceptable by the NCDOR Contract Manager. The State and the Vendor will negotiate and agree on an acceptable notification process and resubmission period, which will be memorialized in the Contract.

Proofs will be provided by the vendors that will be reviewed by internal stakeholders for accuracy quality and compatibility. Stock delivery will also be reviewed at time of delivery to ensure accuracy and condition of delivery.

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

## 6.3 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. 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.

#### **6.4 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.

#### **6.5 CONTRACT CHANGES**

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

**The remainder of this page is intentionally left blank**

## 7.0 ATTACHMENTS

### ATTACHMENT A: PRICING FORM

Offeror's shall provide Firm Fixed Pricing for all ITAS Forms on which the offeror intends to produce. **OFFEROR shall list "NO BID" for those Forms where no offer is made.**

ITEM	QTY	UOM	DESCRIPTION	UNIT COST (Recycled)	TOTAL EXTENDED COST (Recycled)	UNIT COST (Virgin)	TOTAL EXTENDED COST (Virgin)
1	3,000,000	Each	ITAS-1 Bill of Rights (Per Delivery Schedule)	\$_____	\$_____	\$_____	\$_____
2	1,800,000	Each	ITAS-3 Garnishment Form (Per Delivery Schedule)	\$_____	\$_____	\$_____	\$_____
3	840,000	Each	ITAS-4 Blank Stock w/Coupon (Per Delivery Schedule)	\$_____	\$_____	\$_____	\$_____
4	600,000	Each	ITAS-8 Payment Plan Form (Per Delivery Schedule)	\$_____	\$_____	\$_____	\$_____
5	648,000	Each	ITAS-10 Blank Stock (Per Delivery Schedule)	\$_____	\$_____	\$_____	\$_____
<b>TOTAL</b>					\$_____		\$_____

**Samples must be received prior to the bid opening**

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## **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-Instructions-to-Vendors\\_09.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf)

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## **ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found

here: [https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-General-Terms-and-Conditions\\_12.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_12.2020.pdf)

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## **ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING**

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The Vendor Request for EO50 Price-Matching associated with this IFB is a separate document that is captioned **ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Vendor-Price-Matching-Opportunity\\_01.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_01.2020.pdf)

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## **ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR**

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The Location of Workers Utilized by Vendor associated with this IFB is a separate document that is captioned **ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Location-of-Vendors-Located-Outside-the-United-States\\_01.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Vendors-Located-Outside-the-United-States_01.2020.pdf)

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## **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION**

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The Certification of Financial Condition associated with this IFB is a separate document that is captioned **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link:

<https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf>

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## **ATTACHMENT G: CUSTOMER REFERENCE FORM**

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The Customer Reference Form associated with this IFB is a separate document that is captioned **ATTACHMENT G: CUSTOMER REFERENCE FORM** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Customer-Reference-Template\\_092020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer-Reference-Template_092020.pdf)

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## **ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION**

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The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_HUB-Supplemental-Vendor-Information\\_9.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2020.pdf)