****

**STATE OF NORTH CAROLINA**

**[Insert Agency Name]**

**Invitation for Bid #: [Insert Bid Number]**

**[DESCRIPTION]**

**Date of Issue: [Insert Date of Posting]**

**Bid Opening Date: [Insert Date]**

**At ­­­ [HH:MM AM/PM] ET**

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

[Contract Lead Name]

[Contract Lead Title]

Email: [xxxxx.xxxxx@xxx.nc.gov]

Phone: [xxx-xxx-xxxx]

**STATE OF NORTH CAROLINA**

**Invitation for Bids #**

**[Enter Bid Number]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), please provide your company’s Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 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 is to be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

**ID Number:**  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Federal ID Number or Social Security Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Vendor Name

|  |  |
| --- | --- |
| **K:\NC Brand\State Logo\New logo\State Seal.png STATE OF NORTH CAROLINA**  ***[Title of Agency]*** | |
| **Refer *ALL* Inquiries regarding this IFB to: *[Add Contract Lead Name]*** | **Invitation for Bids #** |
| **Bids will be publicly opened:** |
| **Contract Type:** |
| **Commodity No. and Description:** |
| **Using Agency:** |
| **Requisition No.:** |

**EXECUTION**In compliance with this Invitation for Bids, 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 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this 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 a response to this IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

|  |  |  |  |
| --- | --- | --- | --- |
| 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:** | EMAIL: | |

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_\_ days.

**ACCEPTANCE OF BID**If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the [Agency Name] 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 accept and Contract awarded this **[Enter Day]** day of **[Enter Month]**, 20**[Enter 2 Digit Year]**, as indicated on the attached certification, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **(Authorized Representative of** **[Enter Agency Title])** |

*[Use Microsoft Office Table of Contents functionality to update this Table of Contents, once the body of the IFB has been finalized and approved. Edits may be needed to correct flaws in the TOC generation process.]*

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# PURPOSE AND BACKGROUND

*[Give a brief description of the good(s) that the using agency intends to lease, the preferred source for the goods, if known, any required or preferred lease terms and any other special circumstances or conditions that might affect a vendor’s bid. This section should allow potential Vendors to judge whether they are interested in this IFB.*

***NOTE:*** *Depending on the circumstances, the procurement process may require two separate solicitations—one to obtain the most competitive price for the product itself and the second to obtain the most favorable lease terms from the third-party financing entity.]*

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

# GENERAL INFORMATION

## INVITATION FOR BIDS 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.

## IFB SCHEDULE

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

|  |  |  |
| --- | --- | --- |
| **Action** | **Responsibility** | **Date and Time** |
| Issue IFB | State |  |
| Submit Written Questions | Vendors |  |
| Provide Response to Questions | State |  |
| Submit Bids | Vendors |  |
| Award Contract | State |  |

## BID QUESTIONS

**Purpose**: 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.

**Instructions**: Written questions shall be emailed to *[insert email address]* by the date and time specified above. Vendors should enter “IFB #\_\_\_\_\_\_\_\_\_\_\_\_ – Questions” as the subject for the email. Questions submittals should 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](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 be entitled to rely *only* on written material contained in an Addendum to this IFB.

## BID SUBMITTAL

**Instructions**: Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein.

|  |  |
| --- | --- |
| **MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE** | **OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER** |
| *BID NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Attn:  Address: | *BID NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Attn:  Address: |

**IMPORTANT NOTE:** It is the responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening, regardless of the method of delivery. **This is an absolute requirement**. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service or method—is entirely on the Vendor. Note that the U.S. Postal Service generally does not deliver mail to the street address above, but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

Vendors shall deliver one **(1) signed, original executed and completed** IFB (the “bid”), two **(2) copies of the signed original executed bid**, one **(1) electronic copy** (on CD, DVD or flash drive) of the bid to the address identified in the table in this Section. Include only bids in response to this IFB in a sealed package. Address package and insert bid number as shown in the table in this Section. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Bids shall be marked on the outside of the sealed envelope with the Vendor’s name, Bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this Invitation for Bids will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside the sealed bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing 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.

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.

* 1. **NOTICE TO VENDORS REGARDING 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, instruction or other component within this IFB, those shall be submitted as questions in accordance with Section 2.3 BID QUESTIONS. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an 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 shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor 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 a bid in response to this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph 2.5 shall constitute sufficient grounds to reject Vendor’s bid.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.3 BID QUESTIONS, about whether a specific, language, proposed as a modification, is acceptable to or will be considered by the State. Identification of objections or exceptions to the State’s terms and conditions in the bid shall not be allowed and shall be disregarded or the bid 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 or all proposed modifications a Vendor may request and is entitled to accept Vendor’s bid under the terms and conditions in this IFB.

Notwithstanding the above language, a Vendor may submit with its bid such standard terms that it requires in order to effectuate the financing arrangement contemplated in this IFB. In submitting such documents, however, Vendor understands and agrees that the language contained therein is subject to the terms and conditions included in this IFB and that any conflict, inconsistency or ambiguity created between language in those documents and the terms and conditions herein shall be interpreted and resolved in favor of the terms and conditions in this IFB.

**2.6 NOTICE TO VENDORS REGARDING IRAN DIVESTMENT ACT**

As provided in G.S. 147-86.60, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

# METHOD OF AWARD AND BID EVALUATION PROCESS

## METHOD OF AWARD

All qualified bids will be evaluated and award or awards will be based on the offer that is most advantageous to the State

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

## PERFORMANCE OUTSIDE THE UNITED STATES

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

* 1. Total cost to the State
  2. Level of quality provided by the Vendor
  3. Process and performance capability across multiple jurisdictions
  4. Protection of the State’s information and intellectual property
  5. Availability of pertinent skills
  6. Ability to understand the State’s business requirements and internal operational culture
  7. Particular risk factors such as the security of the State’s information technology
  8. Relations with citizens and employees
  9. Contract enforcement jurisdictional issues

## BID EVALUATION PROCESS

1. Bids are requested for financing of the items identified, in accordance with the requirements specified by the State. All information furnished on this bid may be used as a factor in determining the award of this contract.
2. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
3. The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The State reserves the right to waive any minor informality or technicality in bids received.
4. For all responses that pass the initial review process, the State will review and assess the Vendors’ pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the State is not required to request 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.
5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, 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 an invitation for bids, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

**CONFIDENTIALITY DURING PROCESS:** During the evaluation period and prior to award, all information concerning the bid and evaluation is confidential, and possession of the bids and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor’s offer from further evaluation or consideration in the discretion of the State.

## INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the IFB shall be enforceable as contract terms in accordance with the 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 IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a bid in its entirety.

*The Remainder of this Page is Intentionally Left Blank*

**Attachments to this IFB begins on the next page.**

***[NOTE to Buyer: If any Attachment is omitted or the order is changed, references to specific attachments within the IFB must also be modified to match.]***

# ATTACHMENT A: PRICING FORM

*[Edit this Form as necessary to describe the requirements of the lease to be bid.]*

**This Invitation for Bids (IFB) is for the third-party financing of \_\_\_\_\_\_\_\_\_** *(Item)* **for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(Agency)***.**

**The\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(Agency)* **wishes to finance the equipment for \_\_\_\_ years (OR) \_\_\_\_ months.**

**This financing is required for:**

An operating lease. The equipment will be returned to the owner at the end of the lease period.

A capital lease. The equipment will be retained and owned by the State at the end of the lease period.

NOTE: Payment to the equipment Vendor will become due in full upon acceptance of the equipment by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Agency*). Delivery is expected on or about \_\_\_\_\_\_\_\_\_\_\_*(Date).*

Any document preparation or other fees shall be included in the bid.

Monthly payments will begin within thirty (30) days of delivery and acceptance of equipment.

EQUIPMENT FINANCED $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PAYMENTS (TO INCLUDE ALL FEES, ACCRUED INTEREST, ETC.)**

**WITH $0 BUYOUT (NO PENALTY FOR EARLY PAYMENT)**

**\_\_\_\_\_\_ Months (\_\_\_\_\_\_Years)**

**APR \_\_\_\_\_\_\_\_\_\_ %**

**MONTHLY PAYMENT $ \_\_\_\_\_\_\_\_\_\_**

**TOTAL PAYOUT $ \_\_\_\_\_\_\_\_\_\_**

Attach amortization schedule reflecting monthly balance required for prepayment in full.

Is there any penalty for late payment?  No  Yes

If yes, describe here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS**: Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor’s sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION**: Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign the Execution page (page 3 of the IFB) in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in the resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) terms in Sections 1 and 2 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; and (5) Vendor’s Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor shall submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

* All copies of the bid are printed double sided.
* All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
* Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
* Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

1. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to G.S. 143-48 and Executive Order 150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
2. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to any bid by a North Carolina resident Vendor. The “Principal Place of Business” is defined as the principal place from which the trade or business of the Vendor is directed or managed.
3. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
4. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract awarded by the Secretary of Administration or by an agency in an awarded amount of at least $25,000 resulting from this solicitation, the Vendor shall submit a written request addressed to the State Purchasing Officer at Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request shall be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B .1519 (01 NCAC 05B .1519).
5. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
6. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor’s bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
7. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.
8. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>.

Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this website not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

1. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <https://www.ips.state.nc.us/>.
2. **WITHDRAWAL OF BID**: a bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request shall be on Vendor’s letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
3. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor’s sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
4. **VENDOR’S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
5. **INSPECTION AT VENDOR’S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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# ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **DEFINITIONS:** For purposes of this Contract, the following definitions will apply:

**Equipment:** The goods enumerated on the IFB and the Purchase Order(s), including replacement, repair parts, additional attachments and accessories.

**Acceptance:** The written acknowledgment by the State that the Equipment has been accepted and is performing satisfactorily.

**Acceptance Date**: the date when the Equipment is accepted by the State and is operating satisfactorily.

**Assignee:** the person(s) to whom Vendor transfers its payment rights pursuant to the section entitled “Assignment”.

1. **ACCEPTANCE OF EQUIPMENT:** The State will provide a written acknowledgment to the Vendor when the Equipment is accepted and performing satisfactorily.
2. **DEFAULT AND REMEDIES:**  
     
   **Default:** Any of the following events will constitute an event of default under this Contract:
   1. The State fails to make any payment required when due and such failure continues after written notice by Vendor; or
   2. The State fails to observe or perform any other covenants, conditions or agreements of the Contract and such failure continues for thirty (30) days without cure after the Vendor provides the State written notice of the failure.
   3. The Vendor fails to apply any payment required to be paid under this Agreement towards retirement of the State obligation hereunder.
   4. The Vendor fails to perform under this Agreement, or otherwise observe, keep or perform any provision of this Agreement required to be observed, kept or performed by Vendor.

**Remedies:** In the event of default as specified above, failure by either the Vendor or State to remedy such default within a period of thirty (30) days from receipt of written demand by either party, the Vendor or the State may, at its respective option as may be applicable, take any of the following actions:

1. Proceed by appropriate court action(s) to enforce performance of the applicable covenants of this Contract or to recover damages for breach. In the case of such action by the Vendor, damages shall be limited to the then unpaid balance due and payable under the terms of the Contract.
2. The Vendor may upon proper notice or demand upon the State, take possession of the Equipment and sell the same in a commercially reasonable manner and apply the proceeds of any such sale, after deducting all costs and expense incurred with the recovery, repair, storage and sale of the Equipment against any remaining obligations of the State hereunder. Any remaining sales proceeds shall be paid to the State.
3. The State may terminate the Contract and direct the Vendor to remove all equipment at the Vendor’s expense with no costs to be incurred by the State.

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

Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately terminate, for cause, this contract and all other existing contracts the Vendor has with the State, and de-bar the Vendor from doing future business with the State.

1. **CONTRACT TERMINATION**: This Contract is effective from the date of acceptance by the State until terminated, in whole or in part, as provided below:

**Termination for Non-Available Funds:** The State’s obligations to pay any amounts due under the Contract are contingent upon availability and continuation of funds for that purpose, and in the event of the non-availability of funds the State may terminate this Contract by giving the Vendor thirty (30) days prior written notice. All payment obligations of the State will cease upon the date of termination. Notwithstanding the foregoing, the State agrees (I) not to effect termination of the Contract under this provision if funds are available to continue the Contract for this or functionally similar equipment, and (ii) that it will use its best efforts to obtain approval of the necessary funds to continue the Contract by taking appropriate action to request adequate funds to continue the Contract in force. In the event the State returns the Equipment pursuant to the terms of this paragraph, the Vendor shall retain all sums paid hereunder by State.

**Activity Discontinuance:** This Contract may be terminated with thirty (30) days written notice to the Vendor if the organizational activity within the State agency using the Equipment is discontinued or disestablished. Notwithstanding the foregoing if such organizational activity is transferred to another agency, department or other instrumentality of the State, then this Contract shall not be subject to termination under this Section.

**Return of the Equipment:** Penalty Charges: In any case of termination, as stated in paragraphs (a) and (b) above, the State shall return the Equipment, along with all repair and other related records, in good operating condition (i.e., in a condition equal to the condition of the Equipment as when it was originally delivered to the State subject to normal wear, tear and usage) to the Vendor, at the State’s sole cost and expense, at a location to be mutually agreed upon.

**Prepayment:** If no event of default exists, the State will have the right, upon providing the Vendor with thirty (30) days prior written notice, to prepay its obligation for the amount set forth according to respective dates provided in the Purchase Order(s) or prorated by Vendor to another specified date.

**The State’s Rights on Prepayment or Payment in Full:** Upon (I) the State’s exercising of its right of prepayment or (ii) the State’s having satisfied all of its monetary and other obligations hereunder, Vendor will release its security interest in the Equipment.

1. **SECURITY INTEREST:** If required, the State shall grant and convey a security interest in the Equipment to Vendor, which Vendor shall retain throughout the term of the Contract. The State will not change or remove any insignia or lettering which Vendor may place on the Equipment to indicate its interest therein. The State will keep the Equipment free from any lien, encumbrance or legal process and the State will discharge such claims as it is responsible for creating or causing. In no event is the State subject to any provisions the Uniform Commercial Code.
2. **FILING:** Notwithstanding the foregoing paragraph, the State authorizes Vendor to make Vendor’s security interest a matter of public record by the filing of the contractual documents.
3. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
4. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
5. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
   1. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
   2. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
   3. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
6. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
7. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to is conflict of laws rules.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract.
9. **NON-DISCRIMINATION:**
   1. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
   2. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped pursuant to this Contract has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, shall comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection. The requirements of this paragraph 15 shall not be waived by contract award or otherwise by the purchasing agency.

1. **INTELLECTUAL PROPERTY INDEMNITY**: Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
2. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
3. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency’s internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
4. **ASSIGNMENT:** The State agrees not to sell, assign, lease, pledge or otherwise encumber or suffer a lien upon or against any interest in the Contract or the Equipment or to remove the Equipment from its place of installation (or base) without the Vendor’s prior written consent. Consent to any one of the foregoing actions applies only in the given instance and is not a consent to any subsequent like acts by the State or any other person. The State recognizes that the Vendor may assign its right to receive payment under this contract with written permission of the State. In no event does the recognition of assignment of the Vendor’s right to receive payments obligate the State to anyone except the Vendor. The State merely recognizes financial assignment as a convenience to the Vendor and will hold the Vendor responsible for fulfillment of all contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor’s assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.
5. **WARRANTIES AND REPRESENTATIONS OF THE STATE:** The State represents and warrants to Vendor and, so long as this Contract is in effect or any part of State obligations to Vendor remain unfulfilled, shall continue to represent and warrant at all times that:

The contracting agency of the State is a fully organized and validly existing political subdivision or agency of the State of North Carolina and has the power and authority to enter on behalf of the State into the Contract and to carry out the terms thereof.

The Contract and the performance of State’s obligations thereunder have been duly and validly authorized and approved under all laws and regulations and procedures applicable to the State; the consent of all necessary persons or bodies has been obtained, and, the execution of the Contract by the State has been duly and validly executed and delivered by authorized representatives of the State and constitutes a valid, legal and binding obligation of the State enforceable against the State in accordance with its terms.

1. **HEADINGS:** All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of this Contract.
2. **INSURANCE**: The State is covered under a program of self-insurance. The State will provide to Vendor a letter or other document from its insuring authority evidencing the existence of the continuing self-insurance program insuring the full insurable value of each commercial unit of the equipment against loss from fire and hazards. The State will provide a minimum of ten (10) days written notice to Vendor of any change or cancellation of said self-insurance program. In the event the State is not covered under a program of self-insurance or the State’s self-insurance program is unavailable or terminated, the State agrees to procure and maintain with a carrier authorized to do business in North Carolina and acceptable to Vendor, which acceptance shall not be unreasonably withheld, such fire, theft, and extended coverage insurance on the Equipment as is necessary to insure the full insurable value of each commercial unit of the Equipment against risk of loss or damage, and providing for a minimum of ten (10) days written notice of change or cancellation to Vendor. Each policy of insurance shall be endorsed with such insurance coverage. This Agreement does not provide for or require any insurance coverage for bodily injury and property damage to others.
3. **SPECIAL PROVISION:** The Internal Revenue Code of 1986 (Section 149(c)) requires the filing of certain documentation containing pertinent information. Transactions of $100,000.00 or more require an IRS FORM 8038G, while those less than $100,000.00 are reported on IRS Form 8038CG. Failure to submit these reports may result in the tax exempt status of the subject transaction being disallowed.

It is the intent of the State to work with the Vendor in completing and filing these required documents; however, the primary responsibility will rest with the Vendor. This Contract will not be effective until such forms have been submitted and acknowledged by the State as part of its written acknowledgment of Equipment. Information copies of these forms shall be provided to:

Department of State Treasurer

State and Local Government Finance

North Salisbury Street

Raleigh NC 27611

The forms shall reflect the issuer’s name as “State of North Carolina”, Using Agency Name, State of North Carolina.

1. **GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State’s agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
2. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
3. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor’s bid are incorporated herein by reference as though set forth verbatim.

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

1. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
2. **WAIVER:** The failure to enforce or the waiver by the State of any right or any event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
3. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
4. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law.

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# ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

| 1. **Will any work under this Contract be performed outside the United States**? | YES  NO |
| --- | --- |

If the Vendor answered “YES” above, Vendor shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

| 1. **The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States** | YES  NO |
| --- | --- |
| NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided. |  |

1. **Identify all U.S. locations at which performance will occur:**

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