



STATE OF NORTH CAROLINA

Department of Health and Human Services

Division of Public Health

HIV Pharmaceutical Services for NC ADAP Program

Date of Issue: August 14, 2023

Bid Opening Date: September 11, 2023

At 10:00 AM ET

Direct all inquiries concerning this IFB to:

Barbara Jones

Procurement Specialist

Email: Barbara.Jones@dhhs.nc.gov

Phone: (919) 855-4899



STATE OF NORTH CAROLINA

Invitation for Bid

30-23325

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) 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 may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, 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>

STATE OF NORTH CAROLINA Department of Health and Human Services		
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section <u>2.6</u> for details: Barbara.Jones@dhhs.nc.gov	Invitation for Bid #: 30-23325	
	Bids will be publicly opened: September 11, 2023 @10:00 am-et	
Using Agency: Division of Public Health	Commodity No. and Description: 852171 – Diagnoses of human immunodeficiency virus HIV disease and related conditions	
Requisition No.: PR12537642		

EXECUTION

In compliance with this Invitation for Bid (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),
- 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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 contracts; 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 response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your 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** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool. **Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not 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 #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties (“Contract”). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 2023, as indicated on The attached certification, by _____ (Authorized Representative of DHHS)
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1.0 PURPOSE AND BACKGROUND

PURPOSE: The North Carolina Department of Health and Human Services, Division of Public Health, HIV Medication Assistance Program (HMAP) is seeking to create an Agency Specific Term Contract with a Wholesaler to provide best pricing of the listed pharmaceuticals needed for the State’s AIDS Drug Assistance Program (ADAP). The awarded Wholesaler will be required to work directly with the awarded ADAP Pharmacy Service Vendor who will be responsible for filling prescriptions, dispensing, and delivering the pharmaceuticals to the State approved ADAP clients.

The HIV Medication Assistance Program (HMAP) which is the State AIDS Drug Assistance Program (ADAP) will utilize a direct purchase/centralized pharmacy model, which allows for the purchasing of medications from a pharmaceutical wholesaler at discounted pricing to be delivered to the program’s dispensing pharmacy. The estimated value of this contract is approximately \$60,000,000.00 annually; however, no guarantee or representation is made as to any minimum amount or quantity to be ordered. All line items are to be bid as referenced in Attachment A Pricing Form. Failure to do so may result in rejection of bid.

BACKGROUND: The HMAP is the government state and federal funded ADAP for the state of North Carolina. NC HMAP is funded jointly by state and federal dollars and is designed to provide financial assistance to low-income residents for the purchase or medications specifically used to combat HIV and the opportunistic infections which are specific to AIDS. Guidelines for participation in the program include a diagnosis of HIV infection and gross income at or below 300 percent of the Federal Poverty Level.

Pharmaceuticals are a very complex commodity. Market prices constantly fluctuate; there are constant back orders and availability issues. This contract receives 340B Federal Funding for these HIV drugs, and therefore, the E-Procurement fees would directly affect the eligibility of this funding. These drugs are purchased for clients who are enrolled in the AIDS Drug Assistance Program (ADAP) who have been diagnosed with HIV and have obtained a prescription(s) from their physician. The ADAP Program uses a combination of state and federal funds to provide low-income residents of NC assistance in obtaining essential medications for the treatment of HIV as well as the prevention and/or treatment of related opportunistic infections and other co-morbidities. A client must be HIV positive to be eligible for this program, must be a resident of North Carolina, have a gross family income that is equal to or less than 300 percent of the federal poverty level (FPL), not have any third-party coverage (private insurance or Medicaid) that enables them to obtain their medications other than Medicare, and have at least one prescription for any medication on the ADAP formulary.

The intent of this solicitation is to award an Agency Specific Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning **November 1, 2023**, or the contract execution date, whichever is later. At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract 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 METHOD OF AWARD AND BID EVALUATION PROCESS

2.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. 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.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a 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.

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

2.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the

transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.1 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General 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 are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. 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 of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid or otherwise. 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 that shall be held open for the period required herein (“Validity Period” above).

The State may exercise its discretion to consider Vendor proposed modifications. 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 unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

2.2 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	August 14, 2023
Submit Written Questions	Vendor	August 29, 2023
Provide Response to Questions	State	September 5,2023
Submit Bids	Vendor	September 11, 2023 @ 10:00 am-et
Contract Award	State	TBD

2.3 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 “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “**IFB # 30-23325 – Questions**” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum 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 the IFB and an addendum to this IFB.

2.3 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 the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. 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.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. 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 the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, 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 in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

2.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: 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, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- 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

2.5 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 State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. 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 State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’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 State exercising its discretion to reject a bid in its entirety.

3.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

3.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM as referenced herein and include with bid response and also upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

3.2 PHARMACEUTICAL SUPPLIES AND SERVICES CONTRACT PARTICIPATION

The Vendor understands that the major factor in contract participation and increased sales volume is the quality of the product and pricing provided. The Vendor shall continuously negotiate with manufacturers to obtain improved product discounts and must extend the improved pricing to all pharmacies in the NC ADAP Network of Pharmacies.

3.3 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous one (1) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

3.4 MINIMUM ORDERS

There shall be no minimum requirement to process an individual purchase order.

3.5 TOLL-FREE ORDER TRANSMISSION

The Vendor shall make order transmission toll-free to all pharmacies within the NC ADAP Network of Pharmacies. Please indicate the days and hours of operation for Toll-Free Order Transmissions with the NC ADAP Network of Pharmacies (i.e., Monday – Friday, 8:00 a.m. – 8:00 p.m. ET and Saturdays, 8:00 a.m. – 12:00 p.m. ET).

Vendor Response:

Days: _____	Times: _____
Days: _____	Times: _____

3.6 ADDITIONAL SERVICES

The Vendor shall make all services and products not mentioned in this IFB that are available to the Vendor’s general customers, available to all pharmacies within the NC ADAP Network of Pharmacies.

3.7 PRODUCT IDENTIFICATION

BRAND SPECIFIC

Manufacturer(s) name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

3.8 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.

3.9 DELIVERY LOCATIONS

The Vendor shall deliver Free-On-Board (FOB) Destination and must have a network of distribution centers sufficient to ensure prompt and effective delivery of standard and emergency products to all NC ADAP Network of Pharmacies regardless of volume. The Vendor must complete deliveries by the deadlines specified by the ADAP Program.

Transportation charges shall be FOB destination ONLY. Freight charges must be included in the price of each pharmaceutical and may not be invoiced as a separate billable item. The Vendor shall retain title and assume all risk of loss or damage to the items furnished until receipt and acceptance of the shipment by the NC ADAP Network of Pharmacies. The current NC ADAP Network of

Pharmacies awarded contractor is The Walgreens Company. The State has the right to delete or add additional locations as needed throughout the contract term. Below is the list of Walgreens Company Participating Stores ship to locations for the NC ADAP Network of Pharmacies:

STORE #		ADDRESS
1	9458	841 Merrimon Ave., Asheville, NC 28804
2	5761	4701 South Blvd., Charlotte, NC 28217
3	11396	2200 W. Sugar Creek Drive, Charlotte, NC 28262
4	16405	1500 E 3 RD ST., Suite #A, Charlotte, NC 28204
5	16313	2816 Erwin Road, Durham, NC 27705
6	12283	300 E. Cornwallis Drive, Greensboro, NC 27408
7	6579	671 S. Memorial Drive, Greenville, NC 27834
8	16420	103 Commerce Centre Dr., Suite 101, Huntersville, NC 28078
9	11692	500 Fincher Street, Monroe, NC 28112
10	7549	4408 New Bern Ave., Raleigh, NC 27610
11	1319	2130 S. 17 th Street, Wilmington, NC 28401
12	7397	2125 Cloverdale Ave., Winston-Salem, NC 27103
13	21181	123 Sunnybrook Rd., Suite 150, Raleigh, NC 27610

When an order is placed using a purchase order (PO), the PO 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 PO, such as via phone, the Program’s name, “NC ADAP Program”, shall be shown on all packages. A complete packing list shall accompany each shipment. Vendor shall not ship any products until they have received an order.

Vendor is cautioned that excessively long delivery schedules, as determined by the Division, may be cause for non-award. The State expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet contracted delivery schedules shall constitute cause for removal from the contract.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with ATTACHMENT C, Section 2: DEFAULT AND TERMINATION, in the North Carolina General Contract Terms and Conditions.

3.10 ORDERING, INVOICING AND BILLING PLAN

The Vendor’s system for ordering, invoicing and billing must be described in detail in an Ordering, Invoicing, and Billing Plan, which must be consistent with the following requirements. ***A copy of the Vendor’s Ordering, Invoicing and Billing Plan must be submitted as an attachment to the Vendor’s bid.

Participating Pharmacies will place orders directly with the Vendor. The Vendor shall invoice the NC ADAP Program electronically on a weekly basis in seven (7) day increments. Invoices must be submitted as a Batch file in date order daily or a specified day each week to be determined by the State. The Vendor shall also submit Customer Statements that documents the invoices to be paid. Invoices and Customer Statements must be submitted electronically. Documentation must be submitted in the same order as the order in which the charges appear on the invoice. A glossary of terms must be included with the initial invoice.

- a) An **email** shall be sent to the North Carolina ADAP contact which will be provided to the awarded Vendor with notification of the following:

1. Notification of order shipment date.

2. The email subject line should include the Statement Date (ex., Week of February 11-17, 2023) and the Tracking number.

3. A copy of the Shipping Label.
- b) **Invoices should be emailed to:**

NC ADAP Service Email Account (will be provided to awarded Vendor).

The standard format for invoicing shall be “batched” invoices meaning the Vendor shall provide the Purchasing Agency with an invoice for orders placed each week of the month through the end of the month.

Invoices shall include detailed information to allow the Purchasing Agency to verify pricing at point of receipt matches the correct price form the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

The Vendor’s Customer Statements must include the Payer Information, Remit to Information, Statement Date, Payer Account Number, Vendor Point of Contact information, Invoices Numbers, Bill to Account, Transaction Type, Invoice Date, Due Date, Invoices Amount, Payment Made, Discount (if applicable), and Balance Due.

3.11 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its bid response. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s offer, at the discretion of the State.

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No Attached Manufacturer’s Authority: ☐ Yes ☐ No

3.12 WARRANTY

Manufacturer’s warranty shall apply but shall provide that all items offered under this contract shall be new and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of twelve (12) months from date of acceptance. The manufacturer’s warranty shall continue at the end of the original twelve (12) month period if the manufacturer’s offers an extended standard warranty for any product.

3.13 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of services and goods offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

3.14 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: 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.

3.15 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

3.16 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole

discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

3.17 VENDOR’S REPRESENTATIONS

If the bid results in an award, 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/or other Deliverables.

3.18 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.0 SPECIFICATIONS AND SCOPE OF WORK

4.1 REQUIREMENTS

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 Requirements/Specifications to be considered for award.

Pharmaceutical product listing is provided as ATTACHMENT A: Pricing Form. The awarded wholesaler will be required to work directly with the awarded ADAP Pharmacy Service Vendor who will be responsible for filling prescriptions, dispensing and delivering the pharmaceuticals to the State approved ADAP clients. All line items are to be bid as referenced in Attachment A Pricing Form. Failure to do so may result in rejection of bid.

1. By the virtue of its status as a direct purchase ADAP Program, the NC AIDS Drug Assistance Program, is entitled to purchase ALL medications at or below PHS prices.
2. By virtue of agreements negotiated between the AIDS Crisis Task Force and selected pharmaceutical manufacturers, the NC ADAP Program, is entitled to additional discounts from those manufacturers. The specifics of these agreements will be communicated to the awarded Vendor by the respective manufacturers. The NC ADAP Program will notify the Vendor via email whenever the ADAP Crisis Task Force negotiates a new price with pharmaceutical manufacturers or when the Program receives price changes from the pharmaceutical manufacturers.
3. The medications listed in this IFB are the pharmaceuticals that make up the current NC ADAP formulary. The State may unilaterally add and delete medications to and from this contract throughout the contract term of the contract as changes are made to the NC ADAP formulary.
4. The current NC ADAP Network of Pharmacy Vendor is “The Walgreen Company”. The State reserves the right to change the NC ADAP Network Pharmacy Vendor at any time during the term of this contract.
5. The State may add and delete addresses as needed throughout the life of the contract by giving written notice to the Vendor.
6. The Vendor may use the EDI (Electronic Data Interchange) system to interface with the Walgreen Company Participating Stores.
7. The Vendor shall coordinate ordering and shipping with each of Walgreen Company Participating Stores.

The specific items and any specifications that the Purchasing Agency is seeking are listed below in Section 5.2 Specifications and provided as ATTACHMENT A: Pricing Form. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

4.1 SPECIFICATIONS

Pharmaceutical product listing is provided as ATTACHMENT A: Pricing Form. The awarded wholesaler will be required to work directly with the awarded NC ADAP Pharmacy Service Vendor (The Walgreen Company) who will be responsible for filling prescriptions, dispensing and delivering the pharmaceuticals to the State approved ADAP clients. All line items are to be bid as referenced in Attachment A Pricing Form. Failure to do so may result in rejection of bid.

4.2 INVENTORY MANAGEMENT

- 1. The Vendor shall provide and stock an inventory of contracted products sufficient to meet the needs of the pharmacies in the NC ADAP Network of Pharmacies from the beginning for the contracting period as referenced in ATTACHMENT A: Pricing Form.
- 2. In the event a distribution center is out of stock of a State-contracted product, the Vendor shall supply the requested product by the most expeditious means possible at the contract price.
- 3. The Vendor shall supply only products having a shelf life of greater than six months unless the unique properties of a particular product require shorter dating or upon the approval of the NC ADAP Program.
- 4. The Vendor’s return goods policy shall include the following:
 - a. All returns must be picked up within five (5) working days of notification by any pharmacy in the NC ADAP Network of Pharmacies or at the next delivery, whichever is sooner. Notification is defined as verbal notification, written notification or notification by electronic means.
 - b. No restocking charges will be imposed on the return of wrong product, shipped in error and/or short dating orders.
 - c. Recalled products: pickup shall be within ten (10) working days from the date of notification or at the next delivery, whichever is sooner, or as specified in the recall notice.
 - d. Defective products: pickup shall be within five (5) working days from notification of the defect or at the next delivery, whichever is sooner.
 - e. Damaged products refused on receipt of delivery by any of the NC ADAP Network of Pharmacies will notify the Vendor of the damaged product. The Vendor shall replace the damaged product within twenty-four (24) hours, upon reorder by the pharmacy.

All credits shall be issued within ten (10) working days of the return of the goods. The State reserves the right to deduct from the invoice all credits that were not timely issued.

4.3 ADDITIONAL DISCOUNTS

The Vendor is asked to consider providing an additional discount off the PHS price to NC ADAP Program, and to offer the greatest additional discount possible for various payment options (e.g., X% additional discount for payment within 15 days; Y% additional discount for payment within 30 days; etc.) Describe these discounts in the space provided below. Add additional line if additional space is needed.

4.4 DEVIATIONS

The nature of all deviations from the Specifications 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 provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail 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 Terms and Conditions in this section.

5.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

5.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

1. The Vendor must have a customer service department available for stock check, products, or general information requests. The customer service department must have a toll-free number that is available to all pharmacies in the NC ADAP Network of Pharmacies.
2. A Vendor representative must closely monitor the start-up phase of the Contract and must visit the NC ADAP Program and the NC ADAP Network of Pharmacies upon request.
3. The Vendor must provide training – at no cost to the State – to NC ADAP Program staff and to pharmacy personnel in the NC ADAP Network of Pharmacies regarding:
 - a. Ordering procedures;
 - b. Management report usage; and
 - c. Any other in-service education programs determine necessary by the ADAP Program and/or the NC ADAP Network of Pharmacies.
4. The Vendor shall assign a contact person to work with the Contract Administrator to handle any problems related to the Contract.
5. The Vendor shall assign a contact person to work with the State ADAP Program. The contact person shall be at a management/administrative level and have the responsibility, experience, knowledge, and authority to respond to questions and solve operation problems presented by the State ADAP Program and be readily accessible via toll-free phone line, fax, or email during the business day. The contact person shall respond to any question, problem, request, etc., within twenty-four (24) hours.

5.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically as necessary with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

5.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

5.4 QUARTERLY MANAGEMENT REPORTS

Quarterly Management Reports shall be supplied by the Vendor in real time, online. All reports shall be submitted in Microsoft Excel, via email attachment to the NC ADAP Program Contact which will be provided to the awarded Vendor. All reports shall be made available within fifteen (15) days of the reporting period or request. The Quarterly Management Report delivery schedule is listed below:

- | | |
|-------------------------------|---|
| * By October 15 th | Q1 Quarterly Management Report for the period of July – September |
| * By January 15 th | Q2 Quarterly Management Report for the period of October – December |
| * By April 15 th | Q3 Quarterly Management Report for the period of January – March |
| * By July 15 th | Q4 Quarterly Management Report for the period of April – June |

This schedule aligns with the State’s fiscal year. If the Contract start date does not align with the start of a quarter the initial Quarterly Management Report will be for the period from the Contract start date to the end of the initial quarter.

Report data shall be specific to each pharmacy in the NC ADAP Network of Pharmacies. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically via Microsoft Excel which must provide a data summary for all pharmacies within the NC ADAP Network of Pharmacies by product and total dollar. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the Parties.

Quarterly Management Report must include the following information:

- 1) State ADAP Pharmacy number and address;
- 2) Product description by generic name and trade name;
- 3) Manufacturer product number;
- 4) Manufacturer name (if this field is abbreviated, a key for abbreviated codes will be supplied to all the NC ADAP Program Offices and to State Purchase and Contract);
- 5) Unit of measure (e.g., each, box, case, etc.);
- 6) Quantity shall be expressed as a numeric value.

The following person(s) will be responsible for compiling and submitting the foregoing information to the NC ADAP Program:

Name: _____

Address: _____

Address: _____

Phone: _____

Email: _____

Within ten (10) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report to the designated Contract Lead for approval.

5.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor’s work product shall be based on the following criteria: as specified herein.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a 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 to 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 specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

5.6 VENDOR PERFORMANCE

The performance of the Vendor will be monitored and recorded as necessary over the duration of the Contract with respect to satisfactory fulfillment of all contractual obligations. Such performance may include but is not necessarily limited to: delivery, condition of delivered goods, specification compliance of delivered goods, prompt and appropriate resolution of warranty claims, adequate servicing of contract in any and all aspects which the contract may call for, and prompt, complete and satisfactory resolution of any contractual discrepancies other than those resulting from Acts of God or from inadequate performance of the State or user. The record of such performance will be considered in the evaluation of future bids. Any bidder whose record identifies inadequate performance on a prior contract with the State, and who has not subsequently demonstrated to the State’s complete and sole satisfaction that the causes (both indirect and direct) of such inadequate performance have been removed, may be rejected on that basis and reported accordingly.

5.7 30-DAY TRANSITION PLAN FOR PROJECT START-UP

The Vendor’s bid shall contain a minimum 30-day Transition Plan for Project Start-Up that describes what the Vendor will do from the date of contract award through the 30-day implementation period. **The plan will ensure the order placement and shipments of covered medications, to the ADAP Network of Pharmacies; will begin within the 30-day period.** The Vendor’s Transition Plan must contain a detailed description of the transition tasks to be performed and detailed transition work schedule. The Transition Plan should include but not limited to: obtaining 340B account information from the ADAP Program, loading 340B account

information, establishing and testing systems for the secure transfer of data, and meeting with the Division of Purchase and Contract, the ADAP Program and Walgreen Co. The Transition Plan must demonstrate that the transition from the incumbent Vendor to the new Vendor will be seamless and without any interruption of services to the Program's Network of Pharmacies of the Program. **A copy of the transition plan must be submitted as an attachment to the Vendor's bid and uploaded to the Sourcing Tool.**

5.8 PROJECT CLOSEOUT AND TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

The Vendor's bid shall contain a Transition Plan for Project Close-Out that describes what the Vendor will do in the final 90 days of this Contract to facilitate the transition of services to a successor Vendor. At a minimum, this plan shall describe:

- 1) The transition and transfer of data, including service data for the previous twelve (12) months, 340B account information, as well as all other data determined to be relevant by DHHS; and
- 2) The completion of all final billings, reports, and any other outstanding obligations within thirty (30) days after the end of the Contract.

5.9 BUSINESS CONTINUITY AND BACKUP PLAN

The Vendor shall provide a business continuity and back-up plan for temporarily delivering pharmaceuticals to the ADAP's Network of Pharmacies in the event of a national, state or local emergency, which precludes normal operations and procedures established under this contract. This plan shall provide the capability of recovery within twenty-four (24) hours. **This recovery capability must be demonstrated.** This plan shall include a description of at least one current back-up medication storage and delivery site that is located separately from the primary site, as well as a current process for remote data back-up and storage location.

5.10 CONTRACT PARTICIPATION

The Vendor understands that the major factor in contract participation and increased sales volume is the quality of the product and pricing provided. The Vendor shall continuously negotiate with manufacturers to obtain improved products discounts and must extend the improved pricing to all pharmacies in the NC ADAP Network of Pharmacies.

5.11 DISPUTE RESOLUTION

During the performance of the Contract, the parties 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 provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

5.12 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer 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.

5.13 PRICE ADJUSTMENTS

Price adjustments for Federal Public Health Service (PHS) are made once each calendar quarter. The Vendor shall submit price adjustments to DHHS for the NC ADAP Program within ten (10) days after the effective date of any quarter. Price adjustment request will be submitted to State Purchase and Contract for review by DHHS. DHHS will notify Vendor if price adjustments are acceptable, rejected by State Purchase and Contract or if additional information is required from the Vendor. Price adjustments shall be firm against any increase for ninety (90) days from the effective date of the PHS price adjustment. Price adjustments shall not be effective until they have been approved by the NC ADAP Program.

Letters of the notification from the ADAP Crisis Task Force and/or from pharmaceutical manufacturers will be provided as attachments to the email notification sent to the Vendor.

5.14 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. Amendments to the contract can only be done through the contract administrator.

5.15 REMOVAL OR SELECT PRODUCTS

The Vendor shall not remove any products from its ordering system without the prior written approval of the ADAP Program and State Purchase and Contract.

5.16 ADDITION OF SELECT PRODUCTS

The Vendor shall add products to its ordering system within ten (10) business days of receiving notification via email from the ADAP Program.

5.17 PRODUCT SUBSTITUTION

The Vendor shall add products to its ordering system within ten (10) business days of receiving notification via email from the ADAP Program.

5.18 MAINTENANCE SERVICE LEVEL

The Vendor’s maintenance service levels shall not be less than 95 percent during the entire contract duration and shall be computed as follows:

Number of Line Items (Total Units) Filled

=

Maintenance Service Level

Number of Line Items (Total Units) Ordered

The following items shall be excluded from the calculation of the Vendor’s Maintenance Service Level:

1.

Items backordered or otherwise unavailable from the manufacturer.
2.

Items not normally stocked by the Vendor’s responsible distribution center.
3.

Partially filled lines (greater than 50 percent of the quantity ordered) which are reordered and completely filled within two (2) days.
4.

Documented order-filling errors.

The Vendor must supply maintenance service level information upon the request of State Purchase and Contract and/or State facilities and the NC ADAP Program.

5.19 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by as one attachment with Vendor bid response by uploading in the Sourcing Tool.

For reference purposes only, these attachments can be found at the following Vendor Forms link:
<https://ncadmin.nc.gov/documents/vendor-forms>

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ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER: Vendor shall complete and return completed Pricing Form with bid response. All line items are to be bid as referenced via Section 5.1 Requirements. Failure to do so may result in rejection of bid.

Item	Estimated Annual Units	Trade Name	NDC	Strength	Form	UOM	PHS Pricing Per UOM	NC Net Pricing Per UOM
1	71	ABACAV/LAMIV TB 600-300MG 30 CPLT	65862033530	600-300MG	TB	30 EA		
2	42	ABACAVIR TB 300MG 60 CPLT	31722055760	300MG	TB	60 EA		
3	42	ACYCLOVIR CP 200MG 100	75834012401	200MG	CP	100 EA		
4	3	ACYCLOVIR CR 5% 5GM	93363020	5%	CR	5 GM		
5	1	ACYCLOVIR OI 5% 15GM	378870006	5%	OI	15 GM		
6	1	ACYCLOVIR OI 5% 30GM	378870049	5%	OI	30 GM		
7	91	ACYCLOVIR TB 400MG 100	68382079101	400MG	TB	100 EA		
8	3	ACYCLOVIR TB 800MG 100	60505530701	800MG	TB	100 EA		
9	13	ACYCLOVIR TB 800MG 100	68382079201	800MG	TB	100 EA		
10	1	AMITRIPTYLINE HCL	70710122801	75MG	TB	100 EA		
11	13	AMITRIPTYLINE HCL TB 100MG 100	16729017501	100MG	TB	100 EA		
12	5	AMITRIPTYLINE HCL TB 100MG 100	70710122901	100MG	TB	100 EA		
13	23	AMITRIPTYLINE HCL TB 10MG 100	16729017101	10MG	TB	100 EA		
14	7	AMITRIPTYLINE HCL TB 10MG 100	70710122501	10MG	TB	100 EA		
15	4	AMITRIPTYLINE HCL TB 150MG 100	781149101	150MG	TB	100 EA		
16	5	AMITRIPTYLINE HCL TB 25MG 1000	781148710	25MG	TB	1000 EA		
17	1	AMITRIPTYLINE HCL TB 50MG 1000	16729017317	50MG	TB	1000 EA		
18	12	AMLOD/OLME/HCTZ TB 10-40-25MG 30	57664080083	10-40-25MG	TB	30 EA		
19	10	AMLOD/OLME/HCTZ TB 5-20-12.5MG 30	57664079683	5-20-12.5MG	TB	30 EA		

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Vendor: _____

20	2	AMLOD/OLME/HCTZ TB 5-40-12.5MG 30	57664079783	5-40-12.5MG	TB	30 EA		
21	3	AMLOD/OLME/HCTZ TB 5-40-25MG 30	57664079983	5-40-25MG	TB	30 EA		
22	1	AMLOD/OLME/HCTZ TB10-40-12.5MG 30	93500356	10-40-12.5MG	TB	30 EA		
23	5	AMLOD/OLMES MEDOX TB 10-20MG 30	67877050030	10-20MG	TB	30 EA		
24	4	AMLOD/OLMES MEDOX TB 10-40MG 30	42571023830	10-40MG	TB	30 EA		
25	47	AMLODIPINE BESYL TB 5MG 1000 CPLT	68180072003	5MG	TB	1000 EA		
26	58	AMLODIPINE BESYLATE TB 10MG 1000	68180072103	10MG	TB	1000 EA		
27	4	AMLODIPINE BESYLATE TB 10MG 500	67877019905	10MG	TB	500 EA		
28	45	AMLODIPINE BESYLATE TB 2.5MG 90	68180071909	2.5MG	TB	90 EA		
29	10	AMLODIPINE/BENAZ CP 10-20MG 100	65862058601	10-20MG	CP	100 EA		
30	5	AMLODIPINE/BENAZ CP 10-40MG 100	65862058701	10-40MG	CP	100 EA		
31	4	AMLODIPINE/BENAZ CP 2.5-10MG 100	68180075501	2.5-10MG	CP	100 EA		
32	9	AMLODIPINE/BENAZ CP 5-10MG 100	68180075601	5-10MG	CP	100 EA		
33	7	AMLODIPINE/BENAZ CP 5-20MG 100	55111034001	5-20MG	CP	100 EA		
34	11	AMLODIPINE/BENAZ CP 5-20MG 100	65862058401	5-20MG	CP	100 EA		
35	1	AMLODIPINE/BENAZEPRIL	65862058501	5-40MG	CP	100 EA		
36	11	AMOX/POT CLAV TB 500-125MG 20	65862050220	500-125MG	TB	20 EA		
37	85	AMOX/POT CLAV TB 875-125MG 20	781185220	875-125MG	TB	20 EA		
38	16	AMOX/POT CLAV TB 875-125MG 20	65862050320	875-125MG	TB	20 EA		
39	3	AMOXICILLIN CP 500MG 500	65862001705	500MG	CP	500 EA		
40	3	AMOXICILLIN PT 250MG/5ML 100ML DF	143988901	250MG/5ML	PT	100 ML		
41	8	AMOXICILLIN TB 500MG 100	57237002801	500MG	TB	100 EA		
42	7	AMOXICILLIN TB 875MG 100	65862001501	875MG	TB	100 EA		
43	2	ANDRODERM AP 2MG/24HR 60 C3	23599060	2MG/24HR	AP	60 EA		
44	2	ANDRODERM AP 4MG/24HR 30 C3	23599230	4MG/24HR	AP	30 EA		

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Vendor: _____

45	206	ANDROGEL GL 1.62% 75GM PUMP C3	51846233	1.62%	GL	75 GM		
46	1	ANDROGEL PK 1% 50MG/5GM 30X5UD C3	51845030	50MG/5GM	PK	30X5GM		
47	6	ANDROGEL PK1% 25/2.5 30X2.5UD C3	51842530	25MG/2.5GM	PK	30X2.5GM		
48	50	ATAZANAVIR CP 200MG 60	65862071260	200MG	CP	60 EA		
49	97	ATAZANAVIR CP 300MG 30	65862071330	300MG	CP	30 EA		
50	16	ATENOLOL TB 25MG 100	68382002201	25MG	TB	100 EA		
51	2	ATENOLOL TB 25MG 1000	64980043710	25MG	TB	1000 EA		
52	3	ATORVASTATIN CALC TB 20MG 500	43598083105	20MG	TB	500 EA		
53	3	ATORVASTATIN CALC TB 40MG 500	43598083205	40MG	TB	500 EA		
54	3	ATORVASTATIN TB 10MG 1000	60505257808	10MG	TB	1000 EA		
55	3	ATORVASTATIN TB 10MG 500	378395005	10MG	TB	500 EA		
56	3	ATORVASTATIN TB 10MG 500	63304082705	10MG	TB	500 EA		
57	35	ATORVASTATIN TB 10MG 500 CPLT	55111012105	10MG	TB	500 EA		
58	5	ATORVASTATIN TB 10MG 90	378395077	10MG	TB	90 EA		
59	1	ATORVASTATIN TB 20MG 1000	59762015602	20MG	TB	1000 EA		
60	2	ATORVASTATIN TB 20MG 500	378395105	20MG	TB	500 EA		
61	3	ATORVASTATIN TB 20MG 500	63304082805	20MG	TB	500 EA		
62	80	ATORVASTATIN TB 20MG 500 CPLT	55111012205	20MG	TB	500 EA		
63	1	ATORVASTATIN TB 20MG 90	378395177	20MG	TB	90 EA		
64	12	ATORVASTATIN TB 20MG 90	63304082890	20MG	TB	90 EA		
65	6	ATORVASTATIN TB 40MG 500	378395205	40MG	TB	500 EA		
66	4	ATORVASTATIN TB 40MG 500	63304082905	40MG	TB	500 EA		
67	37	ATORVASTATIN TB 40MG 500 CPLT	55111012305	40MG	TB	500 EA		
68	6	ATORVASTATIN TB 80MG 500	55111012405	80MG	TB	500 EA		
69	1	ATORVASTATIN TB 80MG 500	63304083005	80MG	TB	500 EA		

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70	3	ATOVAQUONE SS 750MG/5ML 210ML	68462042121	750MG/5ML	SS	210 ML		
71	328	ATOVAQUONE SS 750MG/5ML 210ML CTS	65162069388	750MG/5ML	SS	210 ML		
72	1	ATRIPLA	15584010101	200-300-600MG	TB	30 EA		
73	21	AZITHROMYCIN TB 250MG 30	51224002230	250MG	TB	30 EA		
74	2	AZITHROMYCIN TB 250MG 30	68180016006	250MG	TB	30 EA		
75	2	AZITHROMYCIN TB 250MG 6	50111078751	250MG	TB	6 EA		
76	55	AZITHROMYCIN TB 500MG 30	68180016106	500MG	TB	30 EA		
77	3	AZITHROMYCIN TB 500MG 30 CPLT	50111078810	500MG	TB	30 EA		
78	58	AZITHROMYCIN TB 600MG 30	51224022230	600MG	TB	30 EA		
79	8	AZITHROMYCIN TB 600MG 30 CPLT	50111078910	600MG	TB	30 EA		
80	14	AZOR TB 5-20MG 30	65597011030	5-20MG	TB	30 EA		
81	44	AZOR TB 10-20MG 30	65597011130	10-20MG	TB	30 EA		
82	59	AZOR TB 10-40MG 30	65597011330	10-40MG	TB	30 EA		
83	8	AZOR TB 5-40MG 30	65597011230	5-40MG	TB	30 EA		
84	1	BARACLUDE TB 0.5MG 30	3161112	0.5MG	TB	30 EA		
85	7	BARACLUDE TB 1MG 30	3161212	1MG	TB	30 EA		
86	2	BENAZEPRIL TB 10MG 100	43547033610	10MG	TB	100 EA		
87	2	BENAZEPRIL TB 20MG 100	43547033710	20MG	TB	100 EA		
88	4	BENAZEPRIL/HCTZ TB 20-25MG 100	185027701	20-25MG	TB	100 EA		
89	81	BENICAR HCT TB 20-12.5MG 30	65597010530	20-12.5MG	TB	30 EA		
90	52	BENICAR HCT TB 40-12.5MG 30	65597010630	40-12.5MG	TB	30 EA		
91	91	BENICAR HCT TB 40-25MG 30	65597010730	40-25MG	TB	30 EA		
92	149	BENICAR TB 20MG 30	65597010330	20MG	TB	30 EA		
93	71	BENICAR TB 40MG 30	65597010430	40MG	TB	30 EA		
94	24	BENICAR TB 5MG 30	65597010130	5MG	TB	30 EA		

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95	4	BICILLIN L-A SY 2.4MMU 10X4ML 18G	60793070210	2.4MMU/4ML	SY	10X4ML		
96	28653	BIKTARVY 50-200-25MG TB 30 CPLT	61958250101	50-200-25MG	TB	30 EA		
97	1	BIKTARVY TB 30-120-15MG 30	61958250501	30-120-15MG	TB	30 EA		
98	3	BIKTARVY TB50-200-25MG 30CPLT BPK	61958250103	50-200-25MG	TB	30 EA		
99	18	BUPROPION SR TB 100MG 100	43547028810	100MG	TB	100 EA		
100	110	BUPROPION SR TB 150MG 100	43547028910	150MG	TB	100 EA		
101	3	BUPROPION SR TB 200MG 100	43547029010	200MG	TB	100 EA		
102	21	BUPROPION TB 100MG 100	60505015701	100MG	TB	100 EA		
103	8	BUPROPION TB 75MG 100	60505015801	75MG	TB	100 EA		
104	3	BUPROPION XL TB 300MG 30	10370010203	300MG	TB	30 EA		
105	2	BUPROPION XL TB 150MG 30 1/D	591333130	150MG	TB	30 EA		
106	158	BUPROPION XL TB 150MG 90 1/D	68180031909	150MG	TB	90 EA		
107	1	BUPROPION XL TB 300MG 500	10370010250	300MG	TB	500 EA		
108	6	BUPROPION XL TB 300MG 500	45963014205	300MG	TB	500 EA		
109	128	BUSPIRONE HCL TB 10MG 100	93005401	10MG	TB	100 EA		
110	84	BUSPIRONE HCL TB 15MG 100	93100301	15MG	TB	100 EA		
111	32	BUSPIRONE HCL TB 30MG 60	93520006	30MG	TB	60 EA		
112	17	BUSPIRONE HCL TB 5MG 100	93005301	5MG	TB	100 EA		
113	3	BUSPIRONE HCL TB 7.5MG 100	378114501	7.5MG	TB	100 EA		
114	4	BUSPIRONE HCL TB 7.5MG 100	64380078706	7.5MG	TB	100 EA		
115	121	CABENUVA SD 400-600 4ML KIT SPD	49702025315	400-600MG	SD	4 ML		
116	500	CABENUVA SD 600-900 6ML KIT SPD	49702024015	600-900MG	SD	6 ML		
117	6	CARBAMAZEPINE TB 200MG 100	51672400501	200MG	TB	100 EA		
118	4	CEPHALEXIN CP 500MG 500	93314705	500MG	CP	500 EA		
119	1	CEPHALEXIN TB 500MG 100	93224001	500MG	TB	100 EA		

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120	6	CIPRODEX DR .3--1% 7.5ML	78079975	0.3-0.1%	DR	7.5 ML		
121	2	CIPROFLOXACIN DR 0.3% 2.5ML OPTH	61314065625	0.3%	DR	2.5 ML		
122	2	CIPROFLOXACIN DR 0.3% 5ML OPTH	61314065605	0.3%	DR	5 ML		
123	9	CIPROFLOXACIN HCL TB 500MG 100	143992801	500MG	TB	100 EA		
124	33	CITALOPRAM TB 10MG 100	378623101	10MG	TB	100 EA		
125	1	CITALOPRAM TB 10MG 100	13668000901	10MG	TB	100 EA		
126	112	CITALOPRAM TB 20MG 100	378623201	20MG	TB	100 EA		
127	27	CITALOPRAM TB 40MG 100	378623301	40MG	TB	100 EA		
128	2	CLARITHROMYCIN TB 500MG 60	781196260	500MG	TB	60 EA		
129	3	CLARITHROMYCIN TB 500MG 60	65862022660	500MG	TB	60 EA		
130	12	CLINDAMYCIN CP 150MG 100	65862018501	150MG	CP	100 EA		
131	27	CLINDAMYCIN CP 300MG 100	65862018601	300MG	CP	100 EA		
132	1	CLINDAMYCIN PHOS CR 2% 40GM VAG	59762500901	2%	CR	40 GM		
133	14	CLINDAMYCIN PHOS GL 1% 30GM TOP	59762374301	1%	GL	30 GM		
134	3	CLINDAMYCIN PHOS GL 1% 60GM TOP	59762374302	1%	GL	60 GM		
135	14	CLINDAMYCIN PHOS LT 1% 60ML	168020360	1%	LT	60 ML		
136	2	CLINDAMYCIN PHOS PA 1% 60 JAR	45802026337	1%	PA	60 EA		
137	9	CLINDAMYCIN PHOS SL 1% 30ML TOP	45802056201	1%	SL	30 ML		
138	12	CLINDAMYCIN PHOS SL 1% 60ML TOP	45802056202	1%	SL	60 ML		
139	22	CLONIDINE TB 0.1MG 100	228212710	0.1MG	TB	100 EA		
140	6	CLONIDINE TB 0.1MG 500	228212750	0.1MG	TB	500 EA		
141	22	CLONIDINE TB 0.2MG 100	29300013601	0.2MG	TB	100 EA		
142	2	CLONIDINE TD SYS AP 0.1MG 1X4	591350804	0.1MG/24HR	AP	4 EA		
143	3	CLONIDINE TD SYS AP 0.2MG 1X4	591350904	0.2MG/24HR	AP	4 EA		
144	7	CLONIDINE TD SYS AP 0.3MG 1X4	591351004	0.3MG/24HR	AP	4 EA		

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145	37	CLOTRIMAZOLE CR 1% 15GM	51672127501	1%	CR	15 GM		
146	33	CLOTRIMAZOLE CR 1% 15GM	68462018117	1%	CR	15 GM		
147	119	CLOTRIMAZOLE CR 1% 30GM	45802043411	1%	CR	30 GM		
148	3	CLOTRIMAZOLE CR 1% 30GM	51672127502	1%	CR	30 GM		
149	41	CLOTRIMAZOLE CR 1% 30GM	68462018135	1%	CR	30 GM		
150	3	CLOTRIMAZOLE CR 1% 45GM	51672127506	1%	CR	45 GM		
151	38	CLOTRIMAZOLE CR 1% 45GM	68462018147	1%	CR	45 GM		
152	7	CLOTRIMAZOLE LZ 10MG 70	54414622	10MG	LZ	70 EA		
153	3	CLOTRIMAZOLE LZ 10MG 70 TROCHE	574010770	10MG	LZ	70 EA		
154	2	CLOTRIMAZOLE SL 1% 30ML USP	51672126003	1%	SL	30 ML		
155	125	COMPLERA TB 200-25-300MG 30 CPLT	61958110101	200-25-300MG	TB	30 EA		
156	17	CREON CP 12000U 100 DR	32121201	12000U	CP	100 EA		
157	16	CREON CP 24000U 100 DR	32122401	24000U	CP	100 EA		
158	78	CREON CP 36000U 100 DR	32301613	36000U	CP	100 EA		
159	3	DAPSONE TB 100MG 100	70954013620	100MG	TB	100 EA		
160	216	DAPSONE TB 100MG 30	70954013610	100MG	TB	30 EA		
161	2	DAPSONE TB 100MG 30 BPK	49938010130	100MG	TB	30 EA		
162	8	DAPSONE TB 25MG 100	70954013520	25MG	TB	100 EA		
163	8	DAPSONE TB 25MG 30UU BPK	49938010230	25MG	TB	30 EA		
164	31	DARAPRIM	69413033010	25MG	TB	100 EA		
165	6	DELESTROGEN MD 10MG/ML 5ML	42023011001	10MG/ML	MD	5 ML		
166	2	DELESTROGEN MD 20MG/ML 5ML	42023011101	20MG/ML	MD	5 ML		
167	58	DELESTROGEN MD 40MG/ML 5ML	42023011201	40MG/ML	MD	5 ML		
168	131	DELSTRIGO TB 30	6500701	100-300-300MG	TB	30 EA		
169	17	DEPO-ESTRADIOL MD 5MG/ML 5ML	9027101	5MG/ML	MD	5 ML		

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170	2448	DESCOVY TB 200-25MG 30	61958200201	200-25MG	TB	30 EA		
171	1	DEXAMETHASONE	54418425	4MG	TB	100 EA		
172	9	DIVALPROEX SOD ER TB 500MG 500	65862059505	500MG	TB	500 EA		
173	13	DIVALPROEX SOD TB 250MG 100 DR	62756079788	250MG	TB	100 EA		
174	2	DIVALPROEX SOD TB 250MG 500 DR	62756079713	250MG	TB	500 EA		
175	21	DIVALPROEX SOD TB 500MG 100 DR	62756079888	500MG	TB	100 EA		
176	5	DIVALPROEX SOD TB 500MG500DR CPLT	29300014005	500MG	TB	500 EA		
177	4718	DOVATO TB 50-300MG 30	49702024613	50-300MG	TB	30 EA		
178	3	DOXEPIN HCL CP 10MG 100	378104901	10MG	CP	100 EA		
179	7	DOXEPIN HCL CP 25MG 90	69238117009	25MG	CP	90 EA		
180	3	DOXEPIN HCL CP 50MG 100	378425001	50MG	CP	100 EA		
181	2	DOXYCYCLINE HYCL CP 100MG 50	53489011902	100MG	CP	50 EA		
182	2	DOXYCYCLINE HYCL CP 100MG 500	53489011905	100MG	CP	500 EA		
183	11	DOXYCYCLINE HYCL TB 100MG 50	143211250	100MG	TB	50 EA		
184	4	DOXYCYCLINE HYCL TB 100MG 50	591555350	100MG	TB	50 EA		
185	87	DOXYCYCLINE HYCL TB 100MG 50	53489012002	100MG	TB	50 EA		
186	10	DOXYCYCLINE HYCLATE CP 100MG 500	143980305	100MG	CP	500 EA		
187	3	DRONABINOL CP 10MG 60 C3	42858086906	10MG	CP	60 EA		
188	6	DRONABINOL CP 2.5MG 60 C3	42858086706	2.5MG	CP	60 EA		
189	13	DRONABINOL CP 5MG 60 C3	42858086806	5MG	CP	60 EA		
190	6	DULOXETINE CP 20MG 60 DR	27241009706	20MG	CP	60 EA		
191	36	DULOXETINE CP 20MG 60 DR	68180029407	20MG	CP	60 EA		
192	7	DULOXETINE CP 40MG 30 DR	51991075033	40MG	CP	30 EA		
193	1	DULOXETINE CP 60MG 30 DR	228289203	60MG	CP	30 EA		
194	217	DULOXETINE CP 60MG 30 DR	27241009903	60MG	CP	30 EA		

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195	1	DULOXETINE CP 60MG 30 DR	43547038103	60MG	CP	30 EA		
196	8	DULOXETINE CP 60MG 30 DR	68180029606	60MG	CP	30 EA		
197	94	EDURANT TB 25MG 30	59676027801	25MG	TB	30 EA		
198	4	EFAVIRENZ TB 600MG 30	65862004930	600MG	TB	30 EA		
199	13	EGRIFTA SV PR2MG 30 W/DIL PF DSHP	62064024130	2MG	PR	30X1EA		
200	3	EMTR/TENOF/EFAV TB200-300-600MG30	93523456	200-300-600MG	TB	30 EA		
201	402	EMTR/TENOF/EFAV TB200-300-600MG30	69097021002	200-300-600MG	TB	30 EA		
202	8	EMTRIVA CP 200MG 30	61958060101	200MG	CP	30 EA		
203	1	ENALAPRIL TB 20MG 1000	51672404003	20MG	TB	1000 EA		
204	8	ENALAPRIL/HCTZ TB 10-25MG 100	51672404601	10-25MG	TB	100 EA		
205	1	ENALAPRIL/HCTZ TB 5-12.5MG 100	51672404501	5-12.5MG	TB	100 EA		
206	44	ENTECAVIR TB 0.5MG 30	42806065830	0.5MG	TB	30 EA		
207	2	ENTECAVIR TB 0.5MG 30	69097042602	0.5MG	TB	30 EA		
208	1	EPIDIOLEX KIT SL100MG/ML 60ML SPD	70127010060	100MG/ML	SL	60 ML		
209	1	EPIDIOLEX KIT SL100MG/ML100 SPD	70127010010	100MG/ML	SL	100 EA		
210	3	EPIVIR TB 150MG 60	49702020318	150MG	TB	60 EA		
211	7	EPIVIR TB 300MG 30	49702020413	300MG	TB	30 EA		
212	1	EPIVIR-HBV SL 5MG/ML 240ML ORAL	173066300	5MG/ML	SL	240 ML		
213	16	EPZICOM TB 600-300MG 30 CPLT	49702020613	600-300MG	TB	30 EA		
214	3	ESCITALOPRAM TB 10MG 100	16729016901	10MG	TB	100 EA		
215	43	ESCITALOPRAM TB 10MG 100	65862037401	10MG	TB	100 EA		
216	93	ESCITALOPRAM TB 10MG 90	69097084805	10MG	TB	90 EA		
217	38	ESCITALOPRAM TB 20MG 100	65862037501	20MG	TB	100 EA		
218	48	ESCITALOPRAM TB 20MG 90	69097084905	20MG	TB	90 EA		
219	1	ESCITALOPRAM TB 5MG 100	16729016801	5MG	TB	100 EA		

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220	27	ESCITALOPRAM TB 5MG 90	69097084705	5MG	TB	90 EA		
221	8	ESTRACE CR 0.01% 42.5GM W/APP	430375414	0.01%	CR	42.5 GM		
222	7	ESTRADIOL TB 0.5MG 100	555089902	0.5MG	TB	100 EA		
223	40	ESTRADIOL TB 1MG 100	555088602	1MG	TB	100 EA		
224	356	ESTRADIOL TB 2MG 100	555088702	2MG	TB	100 EA		
225	2	ESTRADIOL TD SYS AP 0.025MG/24H 8	378464426	0.025MG/24HR	AP	8 EA		
226	15	ESTRADIOL TD SYS AP 0.05MG/24H 8	378464226	0.05MG/24HR	AP	8 EA		
227	1	ESTRADIOL TD SYS AP 0.05MG/24HR 4	378335099	0.05MG/24HR	AP	4 EA		
228	8	ESTRADIOL TD SYS AP 0.075MG/24H 8	378464126	0.075MG/24HR	AP	8 EA		
229	25	ESTRADIOL TD SYS AP 0.1MG/24H 8	378464026	0.1MG/24HR	AP	8 EA		
230	8	ESTRADIOL TD SYS AP 0.1MG/24HR 4	378335299	0.1MG/24HR	AP	4 EA		
231	143	ESTRADIOL VAL MD 20MG/ML 5ML	517042001	20MG/ML	MD	5 ML		
232	18	ETHAMBUTOL TB 100MG 100	68180028001	100MG	TB	100 EA		
233	53	ETHAMBUTOL TB 400MG 100	54879000201	400MG	TB	100 EA		
234	1	ETRAVIRINE TB 200MG 60	60219172206	200MG	TB	60 EA		
235	110	EVOTAZ TB 300-150MG 30	3364111	300-150MG	TB	30 EA		
236	4	EXFORGE HCT TB 10-160-12.5MG 30	78056115	10-160-12.5MG	TB	30 EA		
237	45	EXFORGE HCT TB 10-160-25MG 30	78056215	10-160-25MG	TB	30 EA		
238	26	EXFORGE HCT TB 10-320-25MG 30	78056315	10-320-25MG	TB	30 EA		
239	8	EXFORGE HCT TB 5-160-12.5MG 30	78055915	5-160-12.5MG	TB	30 EA		
240	15	EXFORGE HCT TB 5-160-25MG 30	78056015	5-160-25MG	TB	30 EA		
241	70	EXFORGE TB 10-160MG 30	78048915	10-160MG	TB	30 EA		
242	22	EXFORGE TB 10-320MG 30	78049115	10-320MG	TB	30 EA		
243	61	EXFORGE TB 5-160MG 30	78048815	5-160MG	TB	30 EA		
244	13	EXFORGE TB 5-320MG 30	78049015	5-320MG	TB	30 EA		

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245	33	EZETIMIBE TB 10MG 30	781569031	10MG	TB	30 EA		
246	2	FAMCICLOVIR TB 250MG 30	33342002507	250MG	TB	30 EA		
247	6	FAMCICLOVIR TB 500MG 30	33342002607	500MG	TB	30 EA		
248	152	FAMOTIDINE TB 20MG 100	172572860	20MG	TB	100 EA		
249	11	FAMOTIDINE TB 20MG 100	62332000131	20MG	TB	100 EA		
250	33	FAMOTIDINE TB 40MG 100	172572960	40MG	TB	100 EA		
251	258	FARXIGA TB 10MG 30	310621030	10MG	TB	30 EA		
252	233	FARXIGA TB 5MG 30	310620530	5MG	TB	30 EA		
253	2	FENOFIBRATE TB 120MG 90	115152310	120MG	TB	90 EA		
254	19	FENOFIBRATE TB 145MG 90	378306677	145MG	TB	90 EA		
255	114	FENOFIBRATE TB 145MG 90	65862076990	145MG	TB	90 EA		
256	18	FENOFIBRATE TB 160MG 90	42858066045	160MG	TB	90 EA		
257	7	FENOFIBRATE TB 160MG 90 CPLT	115552210	160MG	TB	90 EA		
258	32	FENOFIBRATE TB 48MG 90	378306577	48MG	TB	90 EA		
259	1	FENOFIBRATE TB 54MG 90	378710077	54MG	TB	90 EA		
260	2	FENOFIBRIC ACID CP 135MG 90 DR	59651021790	135MG	CP	90 EA		
261	6	FLUCONAZOLE PT 40MG/ML 35ML	59762503001	40MG/ML	PT	35 ML		
262	63	FLUCONAZOLE TB 100MG 30 CPLT	57237000430	100MG	TB	30 EA		
263	63	FLUCONAZOLE TB 150MG 12X1UD	57237000511	150MG	TB	12X1EA		
264	173	FLUCONAZOLE TB 200MG 30 CPLT	57237000630	200MG	TB	30 EA		
265	26	FLUOXETINE CP 10MG 100	50111064701	10MG	CP	100 EA		
266	119	FLUOXETINE CP 20MG 100	50111064801	20MG	CP	100 EA		
267	59	FLUOXETINE CP 40MG 100	93719801	40MG	CP	100 EA		
268	1	FLUOXETINE TB 20MG 100	49884033601	20MG	TB	100 EA		
269	12	FORFIVO XL TB 450MG 30	52427057530	450MG	TB	30 EA		

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270	14	GABAPENTIN CP 100MG 500	45963055550	100MG	CP	500 EA		
271	33	GABAPENTIN CP 100MG 500	65162010150	100MG	CP	500 EA		
272	53	GABAPENTIN CP 300MG 500	45963055650	300MG	CP	500 EA		
273	138	GABAPENTIN CP 300MG 500	65162010250	300MG	CP	500 EA		
274	3	GABAPENTIN CP 400MG 500	45963055750	400MG	CP	500 EA		
275	23	GABAPENTIN CP 400MG 500	65162010350	400MG	CP	500 EA		
276	43	GABAPENTIN TB 600MG 500	68462012605	600MG	TB	500 EA		
277	38	GABAPENTIN TB 800MG 500	68462012705	800MG	TB	500 EA		
278	11	GEMFIBROZIL TB 600MG 500 CPLT	69097082112	600MG	TB	500 EA		
279	5900	GENVOYA TB150-150-200-10MG 30CPLT	61958190101	150-150-200-10MG	TB	30 EA		
280	21	GLIPIZIDE ER TB 10MG 100	591084501	10MG	TB	100 EA		
281	34	GLIPIZIDE ER TB 10MG 100	64980028101	10MG	TB	100 EA		
282	21	GLIPIZIDE ER TB 5MG 100	591084401	5MG	TB	100 EA		
283	12	GLIPIZIDE TB 10MG 500	60505014202	10MG	TB	500 EA		
284	20	GLIPIZIDE TB 5MG 500	60505014102	5MG	TB	500 EA		
285	2	GLIPIZIDE XL TB 2.5MG 30	59762054001	2.5MG	TB	30 EA		
286	2	GLIPIZIDE XL TB 5MG 100	59762054101	5MG	TB	100 EA		
287	20	GLIPIZIDE/MET TB 2.5-500MG 100	68382018501	2.5-500MG	TB	100 EA		
288	41	GLIPIZIDE/MET TB 5-500MG 100 CPLT	68382018601	5-500MG	TB	100 EA		
289	3	GLUMETZA TB 1000MG 90 ER	68012000316	1000MG	TB	90 EA		
290	2	HARVONI TB 90-400MG 28	61958180101	90-400MG	TB	28 EA		
291	3	HEARTBURN RELIEF TB 10MG 30	904552987	10MG	TB	30 EA		
292	13	HEARTBURN RELIEF TB 10MG 60	904552952	10MG	TB	60 EA		
293	20	HEARTBURN RELIEF TB 20MG 25 MS	904578017	20MG	TB	25 EA		
294	3	HYDROCHLOROTHIAZIDE CP 12.5MG1000	57237000299	12.5MG	CP	1000 EA		

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295	100	HYDROCHLOROTHIAZIDE TB 12.5MG 100	228282011	12.5MG	TB	100 EA		
296	111	HYDROCHLOROTHIAZIDE TB 12.5MG 100	16729018201	12.5MG	TB	100 EA		
297	47	HYDROCHLOROTHIAZIDE TB 25MG 1000	29300012810	25MG	TB	1000 EA		
298	2	HYDROCHLOROTHIAZIDE TB 50MG 1000	29300012910	50MG	TB	1000 EA		
299	71	IMIQUIMOD PK 5% 12X0.25GM CREAM	45802036853	5%	PK	12 EA		
300	64	IMIQUIMOD PK 5% 24X0.25GM CRM	45802036862	5%	PK	24 EA		
301	398	INS LEVEMIR FLXTC SY 100U/ML5X3ML	169643810	100U/ML	SY	5X3ML		
302	126	INS NOVOLOG FLEXPEN SY 5X3ML PPN	169633910	100U/ML	SY	5X3ML		
303	70	INS NOVOLOG MX 70/30 FLXPN SY 5X3	169369619	70-30U/ML	SY	5X3ML		
304	12	INTELENCE TB 100MG 120	59676057001	100MG	TB	120 EA		
305	123	INTELENCE TB 200MG 60	59676057101	200MG	TB	60 EA		
306	1	INVIRASE	4024451	500MG	TB	120 EA		
307	189	INVOKANA TB 100MG 30 CPLT	50458014030	100MG	TB	30 EA		
308	48	INVOKANA TB 300MG 30 CPLT	50458014130	300MG	TB	30 EA		
309	192	ISENTRESS TB 400MG 60UU	6022761	400MG	TB	60 EA		
310	82	ISENTRESS TB 600MG 60UU	6308001	600MG	TB	60 EA		
311	13	ISONIAZID TB 300MG 100	555007102	300MG	TB	100 EA		
312	1	ISONIAZID TB 300MG 30UU	555007101	300MG	TB	30 EA		
313	160	ITRACONAZOLE CP 100MG 30	13668046330	100MG	CP	30 EA		
314	6	ITRACONAZOLE CP 100MG 30	65162063003	100MG	CP	30 EA		
315	229	JANUVIA TB 100MG 30UU	6027731	100MG	TB	30 EA		
316	28	JANUVIA TB 25MG 30UU	6022131	25MG	TB	30 EA		
317	54	JANUVIA TB 50MG 30UU	6011231	50MG	TB	30 EA		
318	449	JULUCA TB 50-25MG 30	49702024213	50-25MG	TB	30 EA		
319	24	KALETRA TB 200-50MG 120	74679922	200-50MG	TB	120 EA		

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320	1	KEPPRA XR TB 500MG 60	50474059866	500MG	TB	60 EA		
321	16	KEPPRA XR TB 750MG 60	50474059966	750MG	TB	60 EA		
322	57	KETOCONAZOLE CR 2% 15GM	93321915	2%	CR	15 GM		
323	105	KETOCONAZOLE CR 2% 30GM	93321930	2%	CR	30 GM		
324	1	KETOCONAZOLE CR 2% 30GM	51672129802	2%	CR	30 GM		
325	54	KETOCONAZOLE CR 2% 60GM	93321992	2%	CR	60 GM		
326	50	KETOCONAZOLE CR 2% 60GM	51672129803	2%	CR	60 GM		
327	1	KETOCONAZOLE CR 2% 60GM TUBE	168009960	2%	CR	60 GM		
328	116	KETOCONAZOLE SH 2% 120ML	45802046564	2%	SH	120 ML		
329	66	LAMIV/ZIDOV TB 150-300MG 60 CPLT	31722050660	150-300MG	TB	60 EA		
330	2	LAMIVUDINE HBV TB 100MG 60 CPLT	60505325006	100MG	TB	60 EA		
331	6	LAMIVUDINE SL 10MG/ML 240ML STB	54838056670	10MG/ML	SL	240 ML		
332	17	LAMIVUDINE TB 150MG 60 CPLT	68180060207	150MG	TB	60 EA		
333	11	LAMIVUDINE TB 300MG 30	60505325203	300MG	TB	30 EA		
334	1	LAMIVUDINE TB 300MG 30 CPLT	68180060306	300MG	TB	30 EA		
335	22	LANSOPRAZOLE CP 15MG 30 DR	378801593	15MG	CP	30 EA		
336	70	LANSOPRAZOLE CP 30MG 30 DR	70700026330	30MG	CP	30 EA		
337	15	LEUCOVORIN TB 10MG 12	54449705	10MG	TB	12 EA		
338	48	LEUCOVORIN TB 25MG 25	54449911	25MG	TB	25 EA		
339	12	LEUCOVORIN TB 25MG 25	555048527	25MG	TB	25 EA		
340	12	LEVETIRACETAM ER TB 500MG 60	60505328006	500MG	TB	60 EA		
341	45	LEVETIRACETAM TB 1000MG 60	31722053960	1000MG	TB	60 EA		
342	1	LEVETIRACETAM TB 250MG 120	31722053612	250MG	TB	120 EA		
343	20	LEVETIRACETAM TB 500MG 500	31722053705	500MG	TB	500 EA		
344	72	LEVETIRACETAM TB 750MG 120	31722053812	750MG	TB	120 EA		

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345	3	LEVETIRACETAM TB 750MG 120	68180011416	750MG	TB	120 EA		
346	3	LEVOFLOXACIN TB 500MG 50 CPLT	65862053750	500MG	TB	50 EA		
347	5	LEVOFLOXACIN TB 750MG 20 CPLT	31722072320	750MG	TB	20 EA		
348	11	LEXIVA TB 700MG 60 CPLT	49702020718	700MG	TB	60 EA		
349	31	LISINOPRIL TB 10MG 1000	68180098003	10MG	TB	1000 EA		
350	6	LISINOPRIL TB 2.5MG 500	68180051202	2.5MG	TB	500 EA		
351	32	LISINOPRIL TB 20MG 1000	68180098103	20MG	TB	1000 EA		
352	36	LISINOPRIL TB 30MG 100	68180098201	30MG	TB	100 EA		
353	9	LISINOPRIL TB 40MG 1000	68180097903	40MG	TB	1000 EA		
354	7	LISINOPRIL TB 40MG 1000 CPLT	43547035611	40MG	TB	1000 EA		
355	14	LISINOPRIL TB 5MG 1000	68180051303	5MG	TB	1000 EA		
356	17	LISINOPRIL/HCTZ TB 10-12.5MG 500	68180051802	10-12.5MG	TB	500 EA		
357	2	LISINOPRIL/HCTZ TB 20-12.5MG 100	68180051901	20-12.5MG	TB	100 EA		
358	22	LISINOPRIL/HCTZ TB 20-12.5MG 500	68180051902	20-12.5MG	TB	500 EA		
359	26	LISINOPRIL/HCTZ TB 20-25MG 500	68180052002	20-25MG	TB	500 EA		
360	12	LOPERAMIDE HCL CP 2MG 100	93031101	2MG	CP	100 EA		
361	6	LOPERAMIDE HCL CP 2MG 100	378210001	2MG	CP	100 EA		
362	2	LOTREL CP 10-40MG 100	78037905	10-40MG	CP	100 EA		
363	18	LOVASTATIN TB 20MG 60	93057606	20MG	TB	60 EA		
364	35	LYRICA CP 100MG 90 C5	71101568	100MG	CP	90 EA		
365	51	LYRICA CP 150MG 90 C5	71101668	150MG	CP	90 EA		
366	9	LYRICA CP 200MG 90 C5	71101768	200MG	CP	90 EA		
367	9	LYRICA CP 25MG 90 C5	71101268	25MG	CP	90 EA		
368	21	LYRICA CP 300MG 90 C5	71101868	300MG	CP	90 EA		
369	16	LYRICA CP 50MG 90 C5	71101368	50MG	CP	90 EA		

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370	71	LYRICA CP 75MG 90 C5	71101468	75MG	CP	90 EA		
371	49	MAVYRET TB 100-40MG 28D PAK	74262528	100-40MG	TB	84 EA		
372	1	MEGESTROL ACETATE	49884028901	20MG	TB	100 EA		
373	6	MEGESTROL ACETATE	49884090738	400MG/10ML	SS	240 ML		
374	1	MEGESTROL ACETATE	60432012608	400MG/10ML	SS	240 ML		
375	99	MEGESTROL SS 40MG/ML 240ML LMN/LM	64380016001	40MG/ML	SS	240 ML		
376	19	MEGESTROL SS 40MG/ML 480ML LMN/LM	64380016002	40MG/ML	SS	480 ML		
377	21	MEGESTROL SS625MG/5ML150ML LMN/LM	24979004113	625MG/5ML	SS	150 ML		
378	3	MEGESTROL TB 20MG 100	555060602	20MG	TB	100 EA		
379	17	MEPRON SS 750MG/5ML 210ML	173066518	750MG/5ML	SS	210 ML		
380	4	METFORMIN ER TB 750MG 100	62756014301	750MG	TB	100 EA		
381	25	METFORMIN HCL ER TB1000MG 60 CPLT	29033003206	1000MG	TB	60 EA		
382	51	METFORMIN HCL TB 500MG 500 ER	70010049105	500MG	TB	500 EA		
383	81	METFORMIN TB 1000MG 500	378718705	1000MG	TB	500 EA		
384	147	METFORMIN TB 500MG 500	378718505	500MG	TB	500 EA		
385	3	METFORMIN TB 850MG 500	378718605	850MG	TB	500 EA		
386	8	METOCLOPRAMIDE TB 5MG 100	93220401	5MG	TB	100 EA		
387	45	METOPROLOL SUCC ER TB 100MG 100	45963067711	100MG	TB	100 EA		
388	4	METOPROLOL SUCC ER TB 100MG 100	50742061701	100MG	TB	100 EA		
389	7	METOPROLOL SUCC ER TB 100MG 100	55111046801	100MG	TB	100 EA		
390	5	METOPROLOL SUCC ER TB 200MG 100	45963067811	200MG	TB	100 EA		
391	69	METOPROLOL SUCC ER TB 25MG 100	45963070911	25MG	TB	100 EA		
392	53	METOPROLOL SUCC ER TB 50MG 100	45963067611	50MG	TB	100 EA		
393	3	METOPROLOL TART TB 100MG 1000	57664016758	100MG	TB	1000 EA		
394	19	METOPROLOL TART TB 25MG 500	378001805	25MG	TB	500 EA		

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395	8	METOPROLOL TART TB 50MG 1000	57664047758	50MG	TB	1000 EA		
396	8	METRONID VAG GL 0.75% 70GM W/APL	781707787	0.75%	GL	70 GM		
397	4	METRONIDAZOLE GL 0.75% 45GM	713063737	0.75%	GL	45 GM		
398	3	METRONIDAZOLE TB 500MG 500	50111033402	500MG	TB	500 EA		
399	3	MINOCYCLINE HCL CP 100MG 50	65862021150	100MG	CP	50 EA		
400	1	MINOCYCLINE HCL TB 100MG 60	55111063960	100MG	TB	60 EA		
401	300	MIRTAZAPINE TB 15MG 30	60505024701	15MG	TB	30 EA		
402	298	MIRTAZAPINE TB 15MG 30 CPLT	13107003134	15MG	TB	30 EA		
403	125	MIRTAZAPINE TB 15MG 30 CPLT	57237000830	15MG	TB	30 EA		
404	125	MIRTAZAPINE TB 30MG 30 CPLT	13107000334	30MG	TB	30 EA		
405	125	MIRTAZAPINE TB 30MG 30 CPLT	57237000930	30MG	TB	30 EA		
406	61	MIRTAZAPINE TB 45MG 30 CPLT	13107003234	45MG	TB	30 EA		
407	65	MIRTAZAPINE TB 7.5MG 30 CPLT	13107000130	7.5MG	TB	30 EA		
408	28	MIRTAZAPINE TD 15MG 5X6UD ODT	65862002106	15MG	TD	5X6EA		
409	2	MIRTAZAPINE TD 30MG 5X6UD ODT	65862002206	30MG	TD	5X6EA		
410	10	MOXIFLOXACIN HCL TB 400MG 30 CPLT	13668020130	400MG	TB	30 EA		
411	1	MYCOBUTIN CP 150MG 100	13530117	150MG	CP	100 EA		
412	23	NEUPOGEN SJCT SY 300MCG/0.5ML	55513092491	300MCG/0.5ML	SY	.5 ML		
413	6	NEVIRAPINE ER TB 400MG 30	378489093	400MG	TB	30 EA		
414	4	NEVIRAPINE TB 200MG 60 CPLT	31722050560	200MG	TB	60 EA		
415	3	NORTRIPTYLINE CP 10MG 100	93081001	10MG	CP	100 EA		
416	3	NORTRIPTYLINE CP 10MG 100	51672400101	10MG	CP	100 EA		
417	9	NORTRIPTYLINE CP 25MG 100	93081101	25MG	CP	100 EA		
418	6	NORTRIPTYLINE CP 50MG 100	93081201	50MG	CP	100 EA		
419	1	NORTRIPTYLINE CP 75MG 100	93081301	75MG	CP	100 EA		

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420	109	NORVIR TB 100MG 30	74333330	100MG	TB	30 EA		
421	42	NYSTATIN CR 100MU/GM 15GM	51672128901	100MU/GM	CR	15 GM		
422	1	NYSTATIN CR 100MU/GM 30GM	51672128902	100MU/GM	CR	30 GM		
423	5	NYSTATIN CR 100MU/GM 30GM TOP	45802005911	100MU/GM	CR	30 GM		
424	2	NYSTATIN OI 100MU/GM 15GM	472016615	100MU/GM	OI	15 GM		
425	4	NYSTATIN OI 100MU/GM 30GM	472016630	100MU/GM	OI	30 GM		
426	7	NYSTATIN OI 100MU/GM 30GM	45802004811	100MU/GM	OI	30 GM		
427	2	NYSTATIN PW 100MU/GM 60GM TOP	68308015260	100MU/GM	PW	60 GM		
428	13	NYSTATIN SS 100MU/ML 473ML	60432053716	100MU/ML	SS	473 ML		
429	12	NYSTOP PW 100MU/GM 15GM TOP	574200815	100MU/GM	PW	15 GM		
430	9	NYSTOP PW 100MU/GM 30GM TOP	574200830	100MU/GM	PW	30 GM		
431	5	NYSTOP PW 100MU/GM 60GM TOP	574200802	100MU/GM	PW	60 GM		
432	2297	ODEFSEY TB 200-25-25MG 30 CPLT	61958210101	200-25-25MG	TB	30 EA		
433	72	OLANZAPINE TB 10MG 30	33342007007	10MG	TB	30 EA		
434	19	OLANZAPINE TB 15MG 30	33342007107	15MG	TB	30 EA		
435	10	OLANZAPINE TB 15MG 30	60505311403	15MG	TB	30 EA		
436	13	OLANZAPINE TB 2.5MG 30	55111016330	2.5MG	TB	30 EA		
437	12	OLANZAPINE TB 20MG 30	33342007207	20MG	TB	30 EA		
438	91	OLANZAPINE TB 5MG 30	33342006807	5MG	TB	30 EA		
439	1	OLANZAPINE TD 10MG 30 ODT	60505327603	10MG	TD	30 EA		
440	1	OLANZAPINE TD 15MG 3X10UD ODT	55111026481	15MG	TD	3X10EA		
441	2	OLANZAPINE TD 5MG 3X10UD ODT	55111026281	5MG	TD	3X10EA		
442	24	OLMES MEDOX/HCTZ TB 20-12.5MG 30	65862077930	20-12.5MG	TB	30 EA		
443	10	OLMES MEDOX/HCTZ TB 40-12.5MG 30	65862078030	40-12.5MG	TB	30 EA		
444	24	OLMES MEDOX/HCTZ TB 40-25MG 30	65862078130	40-25MG	TB	30 EA		

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445	1	OLMESARTAN MEDOX TB 20MG 90	33342017910	20MG	TB	90 EA		
446	6	OLMESARTAN MEDOX TB 5MG 30	33342017807	5MG	TB	30 EA		
447	53	OLMESARTAN MEDOXOMIL TB 20MG 30	68462043730	20MG	TB	30 EA		
448	20	OLMESARTAN MEDOXOMIL TB 40MG 30	68462043830	40MG	TB	30 EA		
449	2	OMEPRAZOLE CP 10MG 100 DR	68382041101	10MG	CP	100 EA		
450	1	OMEPRAZOLE CP 10MG 30 DR	60505014500	10MG	CP	30 EA		
451	8	OMEPRAZOLE CP 10MG 30 DR	62175011432	10MG	CP	30 EA		
452	3	OMEPRAZOLE CP 20MG 100 DR	55111015801	20MG	CP	100 EA		
453	2	OMEPRAZOLE CP 20MG 100 DR	62175011837	20MG	CP	100 EA		
454	22	OMEPRAZOLE CP 20MG 1000 DR	55111015810	20MG	CP	1000 EA		
455	1	OMEPRAZOLE CP 20MG 1000 DR	60505006501	20MG	CP	1000 EA		
456	9	OMEPRAZOLE CP 20MG 1000 DR	62175011843	20MG	CP	1000 EA		
457	3	OMEPRAZOLE CP 20MG 1000 DR	70700015010	20MG	CP	1000 EA		
458	12	OMEPRAZOLE CP 20MG 30 DR	60505006500	20MG	CP	30 EA		
459	16	OMEPRAZOLE CP 20MG 500 DR	59651000205	20MG	CP	500 EA		
460	30	OMEPRAZOLE CP 40MG 1000 DR	68382050010	40MG	CP	1000 EA		
461	155	OMEPRAZOLE TB 20MG 28 DR	45802088830	20MG	TB	28 EA		
462	1	ONDANSETRON HCL TB 4MG 30	65862018730	4MG	TB	30 EA		
463	144	ONDANSETRON HCL TB 4MG 30	68462010530	4MG	TB	30 EA		
464	1	ONDANSETRON HCL TB 8MG 30	65862018830	8MG	TB	30 EA		
465	71	ONDANSETRON HCL TB 8MG 30	68462010630	8MG	TB	30 EA		
466	1	ONDANSETRON ODT TD 4MG 30UD	68462015713	4MG	TD	30 EA		
467	160	ONDANSETRON ODT TD 4MG 3X10UD	57237007710	4MG	TD	3X10EA		
468	49	ONDANSETRON ODT TD 8MG 3X10UD	57237007810	8MG	TD	3X10EA		
469	2	PAROXETINE HCL TB 10MG 500	68382009705	10MG	TB	500 EA		

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470	3	PAROXETINE HCL TB 20MG 1000	68382009810	20MG	TB	1000 EA		
471	1	PAROXETINE HCL TB 40MG 500	68382000105	40MG	TB	500 EA		
472	1	PENICILLIN V POT TB 500MG 100	93117401	500MG	TB	100 EA		
473	1	PENICILLIN V POT TB 500MG 100	65862017601	500MG	TB	100 EA		
474	166	PIFELTRO TB 100MG 30	6306901	100MG	TB	30 EA		
475	1	PRAVASTATIN SODIUM	60505132309	80MG	TB	90 EA		
476	32	PRAVASTATIN TB 10MG 90	93077198	10MG	TB	90 EA		
477	85	PRAVASTATIN TB 20MG 90	93720198	20MG	TB	90 EA		
478	128	PRAVASTATIN TB 40MG 90	93720298	40MG	TB	90 EA		
479	2	PRAVASTATIN TB 40MG 90	60505017009	40MG	TB	90 EA		
480	13	PRAVASTATIN TB 80MG 90	93727098	80MG	TB	90 EA		
481	1	PRAVASTATIN TB 80MG 90	68462019890	80MG	TB	90 EA		
482	2	PREDNISONE TB 10MG 21UU DSPK	603533815	10MG	TB	21 EA		
483	2	PREDNISONE TB 5MG 1000	591505210	5MG	TB	1000 EA		
484	15	PREMARIN CR 0.625MG/GM 30GM W/APL	46087221	0.625MG/GM	CR	30 GM		
485	20	PREMARIN TB 1.25MG 100	46110481	1.25MG	TB	100 EA		
486	18	PREVACID CP 30MG 100 DR	64764004613	30MG	CP	100 EA		
487	1289	PREZCOBIX TB 800-150MG 30	59676057530	800-150MG	TB	30 EA		
488	13	PREZISTA SS 100MG/ML 200ML DSHP	59676056501	100MG/ML	SS	200 ML		
489	106	PREZISTA TB 600MG 60	59676056201	600MG	TB	60 EA		
490	415	PREZISTA TB 800MG 30	59676056630	800MG	TB	30 EA		
491	16	PRILOSEC OTC TB 20MG 14	37000045502	20MG	TB	14 EA		
492	6	PROBENECID TB 500MG 100	591534701	500MG	TB	100 EA		
493	13	PROCHLORPER MAL TB 10MG 100	59746011506	10MG	TB	100 EA		
494	1	PROCHLORPER MAL TB 5MG 100	59746011306	5MG	TB	100 EA		

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495	2	PROMETHAZINE TB 12.5MG 100	68382004001	12.5MG	TB	100 EA		
496	2	PROMETHAZINE TB 25MG 100	68382004101	25MG	TB	100 EA		
497	8	PYRAZINAMIDE TB 500MG 60	61748001206	500MG	TB	60 EA		
498	2	PYRAZINAMIDE TB 500MG 90	61748001209	500MG	TB	90 EA		
499	1	QUETIAPINE FUM ER TB 150MG 60 1/D	16729010912	150MG	TB	60 EA		
500	6	QUETIAPINE FUM ER TB 300MG 60	16729009612	300MG	TB	60 EA		
501	2	QUETIAPINE FUM ER TB 50MG 60 CPLT	16729013212	50MG	TB	60 EA		
502	53	QUETIAPINE FUM TB 100MG 100	67877025001	100MG	TB	100 EA		
503	9	QUETIAPINE FUM TB 200MG 100	67877024601	200MG	TB	100 EA		
504	37	QUETIAPINE FUM TB 25MG 100	67877024201	25MG	TB	100 EA		
505	13	QUETIAPINE FUM TB 300MG 60 CPLT	67877024760	300MG	TB	60 EA		
506	65	QUETIAPINE FUM TB 50MG 100	67877024901	50MG	TB	100 EA		
507	13	REYATAZ CP 200MG 60	3363112	200MG	CP	60 EA		
508	64	REYATAZ CP 300MG 30	3362212	300MG	CP	30 EA		
509	18	RIFABUTIN CP 150MG 100	59762135001	150MG	CP	100 EA		
510	1	RIFAMPIN	61748001860	300MG	CP	60 EA		
511	2	RIFAMPIN CP 300MG 60	68180065907	300MG	CP	60 EA		
512	4	RISPERDAL TB 1MG 60	50458030006	1MG	TB	60 EA		
513	7	RISPERDAL TB 4MG 60	50458035006	4MG	TB	60 EA		
514	2	RISPERIDONE SL 1MG/ML 30ML	65162067384	1MG/ML	SL	30 ML		
515	2	RISPERIDONE TB 0.25MG 60	68382011214	0.25MG	TB	60 EA		
516	2	RISPERIDONE TB 0.5MG 500	43547034050	0.5MG	TB	500 EA		
517	12	RISPERIDONE TB 1MG 60	68382011414	1MG	TB	60 EA		
518	3	RISPERIDONE TB 2MG 500	68382011505	2MG	TB	500 EA		
519	2	RISPERIDONE TB 2MG 60	68382011514	2MG	TB	60 EA		

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520	8	RISPERIDONE TB 3MG 60 CPLT	27241000506	3MG	TB	60 EA		
521	1	RISPERIDONE TB 4MG 60	68382011714	4MG	TB	60 EA		
522	1	RISPERIDONE TD0.5MG3X10UD ODT BPK	59746001032	0.5MG	TD	3X10EA		
523	414	RITONAVIR TB 100MG 30	65862068730	100MG	TB	30 EA		
524	166	ROSUVASTATIN TB 10MG 90	31722088390	10MG	TB	90 EA		
525	150	ROSUVASTATIN TB 10MG 90	65862029490	10MG	TB	90 EA		
526	150	ROSUVASTATIN TB 10MG 90	68462026290	10MG	TB	90 EA		
527	135	ROSUVASTATIN TB 20MG 90	31722088490	20MG	TB	90 EA		
528	5	ROSUVASTATIN TB 20MG 90	65862029590	20MG	TB	90 EA		
529	129	ROSUVASTATIN TB 40MG 30	31722088530	40MG	TB	30 EA		
530	19	ROSUVASTATIN TB 40MG 30	65862029630	40MG	TB	30 EA		
531	56	ROSUVASTATIN TB 5MG 90	31722088290	5MG	TB	90 EA		
532	3	ROSUVASTATIN TB 5MG 90	65862029390	5MG	TB	90 EA		
533	49	RUKOBIA ER TB 600MG 60	49702025018	600MG	TB	60 EA		
534	36	SELZENTRY TB 150MG 60	49702022318	150MG	TB	60 EA		
535	52	SELZENTRY TB 300MG 60	49702022418	300MG	TB	60 EA		
536	14	SERTRALINE HCL TB 100MG 500	65862001305	100MG	TB	500 EA		
537	13	SERTRALINE HCL TB 100MG 500	68180035302	100MG	TB	500 EA		
538	3	SERTRALINE HCL TB 25MG 30	65862001130	25MG	TB	30 EA		
539	5	SERTRALINE HCL TB 25MG 500	65862001105	25MG	TB	500 EA		
540	25	SERTRALINE HCL TB 25MG 90	68180035109	25MG	TB	90 EA		
541	14	SERTRALINE HCL TB 50MG 500	65862001205	50MG	TB	500 EA		
542	15	SERTRALINE HCL TB 50MG 500	68180035202	50MG	TB	500 EA		
543	202	SPIRONOLACTONE TB 100MG 100	53746051501	100MG	TB	100 EA		
544	13	SPIRONOLACTONE TB 25MG 500	53746051105	25MG	TB	500 EA		

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545	114	SPIRONOLACTONE TB 50MG 100	53746051401	50MG	TB	100 EA		
546	143	STRIBILD TB 150-150-200-300MG 30	61958120101	150-150-200-300MG	TB	30 EA		
547	8	SULFA/TMP SS 200-40/5ML 473ML	65862049647	200-40MG/5ML	SS	473 ML		
548	79	SULFA/TMP TB 400-80MG 100	65862041901	400-80MG	TB	100 EA		
549	120	SULFA/TMP TB 800-160MG 500	65862042005	800-160MG	TB	500 EA		
550	3	SULFADIAZINE	185075701	500MG	TB	100 EA		
551	5	SULFADIAZINE TB 500MG 60 CPLT	42806075760	500MG	TB	60 EA		
552	55	SUSTIVA TB 600MG 30	56051030	600MG	TB	30 EA		
553	2243	SYM TUZA TB 30 CPLT	59676080030	800-150-200-10MG	TB	30 EA		
554	7	TAMIFLU CP 75MG 10UU BPK	4080085	75MG	CP	10 EA		
555	17	TESTOST CYP SD 200MG/ML 1ML C3	574082001	200MG/ML	SD	1 ML		
556	146	TESTOST CYP SD 200MG/ML 1ML C3	574082701	200MG/ML	SD	1 ML		
557	14	TESTOSTERONE GL 1.62% 75GM PMP C3	69238101302	1.62%	GL	75 GM		
558	2	TESTOSTERONE GL 12.5/1.25 2X75 C3	832112142	12.5MG/1.25GM	GL	2X75GM		
559	12	TESTOSTERONE GL 50MG/5GM30X5UD C3	832112005	50MG/5GM	GL	30X5GM		
560	2	TIVICAY TB 10MG 30	49702022613	10MG	TB	30 EA		
561	3224	TIVICAY TB 50MG 30	49702022813	50MG	TB	30 EA		
562	178	TRAZODONE TB 100MG 100	60505265401	100MG	TB	100 EA		
563	2	TRAZODONE TB 150MG 100	13668033201	150MG	TB	100 EA		
564	3	TRAZODONE TB 300MG 100	60505265901	300MG	TB	100 EA		
565	23	TRIBENZOR TB 10-40-12.5MG 30	65597011730	10-40-12.5MG	TB	30 EA		
566	75	TRIBENZOR TB 10-40-25MG 30	65597011830	10-40-25MG	TB	30 EA		
567	21	TRIBENZOR TB 5-20-12.5MG 30	65597011430	5-20-12.5MG	TB	30 EA		
568	16	TRIBENZOR TB 5-40-12.5MG 30	65597011530	5-40-12.5MG	TB	30 EA		
569	12	TRIBENZOR TB 5-40-25MG 30	65597011630	5-40-25MG	TB	30 EA		

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570	2836	TRIUMEQ TB 600-50-300MG 30	49702023113	600-50-300MG	TB	30 EA		
571	12	TRIZIVIR TB 300-150-300MG 60 CPLT	49702021718	300-150-300MG	TB	60 EA		
572	44	TRUEPLUS 3BEV PEN ND 31GX6MM 100	56151210201	NOT AVAILABLE	ND	100 EA		
573	28	TRUEPLUS 3BEV PEN ND 32GX4MM 100	56151210401	NOT AVAILABLE	ND	100 EA		
574	10	TRUEPLUS 5BEV PEN ND 31GX5MM 100	56151211101	NOT AVAILABLE	ND	100 EA		
575	6	TRUEPLUS 5BEV PEN ND 31GX8MM 100	56151211301	NOT AVAILABLE	ND	100 EA		
576	10	TRUEPLUS 5BEV PEN ND 32GX4MM 100	56151211401	NOT AVAILABLE	ND	100 EA		
577	361	TRUVADA TB 200-300MG 30	61958070101	200-300MG	TB	30 EA		
578	1	UNIFINE PENTIPS	8470113001	NOT AVAILABLE	ND	30 EA		
579	3	UNIFINE PENTIPS	8470114001	NOT AVAILABLE	ND	30 EA		
580	8	UNIFINE PENTIPS	8470119001	NOT AVAILABLE	ND	30 EA		
581	13	UNIFINE PENTIPS	8470355001	NOT AVAILABLE	ND	100 EA		
582	4	UNIFINE PENTIPS PLUS	8470383001	NOT AVAILABLE	ND	100 EA		
583	53	UNIFINE PENTIPS PLUS	8470385001	NOT AVAILABLE	ND	100 EA		
584	9	UNIFINE PENTIPS PLUS	8470389001	NOT AVAILABLE	ND	100 EA		
585	1	VAGIFEM TB 10MCG 1X8UU	169517603	10MCG	TB	8 EA		
586	2	VALACYCLOVIR HCL	31722070530	1GM	TB	30 EA		
587	327	VALACYCLOVIR HCL TB 1GM 90	378427677	1GM	TB	90 EA		
588	9	VALACYCLOVIR HCL TB 1GM 90 CPLT	65862044990	1GM	TB	90 EA		
589	148	VALACYCLOVIR HCL TB 500MG 90	378427577	500MG	TB	90 EA		
590	2	VALACYCLOVIR HCL TB 500MG 90	65862044890	500MG	TB	90 EA		
591	2	VALCYTE TB 450MG 60	4003822	450MG	TB	60 EA		
592	17	VALGANCICLOVIR TB 450MG 60	55111076260	450MG	TB	60 EA		
593	39	VALSARTAN TB 160MG 90	33342006410	160MG	TB	90 EA		
594	35	VALSARTAN TB 160MG 90	51660014290	160MG	TB	90 EA		

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595	35	VALSARTAN TB 160MG 90 CPLT	43547036909	160MG	TB	90 EA		
596	16	VALSARTAN TB 320MG 90	378581577	320MG	TB	90 EA		
597	97	VALSARTAN TB 40MG 30	33342006207	40MG	TB	30 EA		
598	10	VALSARTAN TB 40MG 30 CPLT	59746036030	40MG	TB	30 EA		
599	7	VALSARTAN TB 80MG 90	67877041690	80MG	TB	90 EA		
600	44	VALSARTAN TB 80MG 90 CPLT	378581377	80MG	TB	90 EA		
601	13	VALSARTAN/HCTZ TB 160-12.5MG 90	378632277	160-12.5MG	TB	90 EA		
602	28	VALSARTAN/HCTZ TB 160-25MG 90	378632377	160-25MG	TB	90 EA		
603	5	VALSARTAN/HCTZ TB 320-12.5MG 90	378632477	320-12.5MG	TB	90 EA		
604	23	VALSARTAN/HCTZ TB 320-25MG 90	378632577	320-25MG	TB	90 EA		
605	28	VALSARTAN/HCTZ TB 80-12.5MG 90	378632177	80-12.5MG	TB	90 EA		
606	5	VALTREX TB 1GM 30 CPLT	173056504	1GM	TB	30 EA		
607	12	VALTREX TB 500MG 30 CPLT	173093308	500MG	TB	30 EA		
608	90	VENLAFAXINE ER CP 150MG 30	65862069730	150MG	CP	30 EA		
609	17	VENLAFAXINE ER CP 37.5MG 90	65862052790	37.5MG	CP	90 EA		
610	57	VENLAFAXINE ER CP 75MG 90	65862052890	75MG	CP	90 EA		
611	13	VENLAFAXINE ER TB 225MG 30UU	13811071530	225MG	TB	30 EA		
612	11	VENLAFAXINE TB 100MG 100	68382010101	100MG	TB	100 EA		
613	3	VENLAFAXINE TB 37.5MG 100	68382001901	37.5MG	TB	100 EA		
614	5	VENLAFAXINE TB 50MG 100	68382002001	50MG	TB	100 EA		
615	17	VENLAFAXINE TB 75MG 100	68382002101	75MG	TB	100 EA		
616	4	VERAPAMIL HCL ER CP 100MG 100	62175048537	100MG	CP	100 EA		
617	2	VERAPAMIL HCL ER TB 180MG 100	68462029301	180MG	TB	100 EA		
618	2	VERAPAMIL HCL ER TB 240MG 100	68462026001	240MG	TB	100 EA		
619	1	VERAPAMIL HCL TB 80MG 100	23155002601	80MG	TB	100 EA		

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620	11	VIRACEPT TB 625MG 120	63010002770	625MG	TB	120 EA		
621	2	VIRAMUNE XR TB 400MG 30	597012330	400MG	TB	30 EA		
622	64	VIREAD TB 300MG 30	61958040101	300MG	TB	30 EA		
623	5	WELLBUTRIN XL TB 150MG 30	187073030	150MG	TB	30 EA		
624	2	ZIDOVUDINE SR 50MG/5ML 240ML	65862004824	50MG/5ML	SR	240 ML		
625	13	ZIDOVUDINE TB 300MG 60	31722050960	300MG	TB	60 EA		
626	1	ZYCLARA CR 2.5% 7.5GM PUMP	99207027675	2.5%	CR	7.5 GM		
627	2	ZYCLARA CR 3.75% 7.5GM PUMP	99207027175	3.75%	CR	7.5 GM		
628	1	ZYPITAMAG TB 2MG 90	25208020109	2MG	TB	90 EA		
629	1	ZYPITAMAG TB 4MG 90	25208020209	4MG	TB	90 EA		

TOTAL EXTENDED PRICE: _____

ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDOR

- I. READ, REVIEW AND COMPLY**
- It shall be the Vendor’s responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document.
- Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
- II. REQUEST FOR OFFERS**
- Vendors are cautioned that this is a request for Offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.
- By submitting Your Bid or Proposal, You are offering to enter into a contract with the State.
- The Contract is a separate document that represents the Vendor’s and the State’s entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the North Carolina General Terms And Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.
- III. DUTY TO INQUIRE**
- Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.
- IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS**
- The following definitions, acronyms, and abbreviations may be used within the Solicitation document.
- 1. 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.
 - 2. ADDENDUM:** a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
 - 3. BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
 - 4. BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
 - 5. COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
 - 6. CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.
 - 7. CONTRACT ADMINISTRATOR:** A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
 - 8. CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
 - 9. Electronic Vendor Portal (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE.
 - 10. E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
 - 11. FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
 - 12. HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>
 - 13. IFB:** Invitation for Bids (a type of Solicitation document)
 - 14. LOT:** A grouping of similar products within this Solicitation document.
 - 15. OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
 - 16. 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.
 - 17. 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.
 - 18. PROCUREMENT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.

19. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
20. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
21. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
22. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
23. **RFP:** Request for Proposals (a type of Solicitation document)
24. **RFPQ:** Request for Pre-Qualifications (a type of Solicitation document)
25. **RFQ:** Request for Quotes (a type of Solicitation document)
26. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
27. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
28. **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.
29. **VENDOR:** The 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.
30. **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.
31. **YOU and YOUR:** Offeror.

V. INTERPRETATION OF TERMS AND PHRASES

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the State. 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 State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the Solicitation. Except as specifically stated in the Solicitation, 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 State exercising its discretion to reject a bid in its entirety.

VI. BID SUBMISSION

1. **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 Vendor and answer questions or provide clarification concerning the Vendor’s bid.
2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
 - a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
 - c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.
3. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an Offer nonresponsive, and it may be rejected.
4. **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the State office designated for receipt of bids by the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.
5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

6. **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.
 - a) 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 that 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, and any bid received after the bid submission deadline will be rejected.
 - b) For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals 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 proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.
7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.
8. **CONTENTS OF OFFER:**
 - a) Offers should be complete and carefully worded and should convey all of the information requested.
 - b) Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
 - c) If Your Offer includes any comment over and above the specific information requested in the Solicitation, You are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the State's discretion.
9. **MULTIPLE OFFERS.** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.
10. **CLARIFICATION:** The State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.
11. **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. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.
12. **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.
13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.
14. **WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
15. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.
16. **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's 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.
17. **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.

18. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
19. **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:
 - a) If paper copies are requested, 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%.
 - b) 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.
 - c) 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.
20. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
21. **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 the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
22. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:
 - a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and
 - b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
23. **VALID TAXPAYER INFORMATION:** All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here: https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf
24. **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 available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov>.
25. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.
26. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), <https://evp.nc.gov>. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.
27. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids 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, marked in a distinctive color or by 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 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 to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

28. **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 Solicitation. 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 or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.
29. **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 writing in this Solicitation document and in formal Addenda.
30. **PROTEST PROCEDURES**: When a Vendor wishes to protest a contract awarded by the Division of Purchase and Contract or awarded by an agency when the award amount exceeds the agency's general delegation and the contract is not subject to a special delegation or exemption, a 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.

When a Vendor wishes to protest a contract awarded by an agency when the award amount is less than an agency's general delegation or when the contract is subject to a special delegation or exemption the Vendor shall submit a written request to protest to the purchasing officer of the agency that issued the award.

The protest request must be received in the proper office 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. Award notices are posted on eVP at <https://evp.nc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
31. **ORDER OF PRECEDENCE**: In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) North Carolina General Terms and Conditions in North Carolina General Terms And Conditions, (4) Instructions To Vendors, (5) Pricing, and (6) Vendor's Bid.
32. **ADDENDA**: Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check 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 the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.
33. **ORAL EXPLANATIONS NON-BINDING**: Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The State will not identify You in its answer to Your question.
34. **MAXIMUM COMPETITION**: The State seeks to permit the maximum practicable competition. Offerors are urged to advise the State, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.
35. **FIRM OFFER**: Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

1. PERFORMANCE:

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components,as deliverables.
- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, anydeliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensorsmade accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedydefective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor,but solely for performing its obligations under and during this Agreement and in confidence asfurther provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide supportassistance to the State related to all Services performed or other deliverables procured hereunder during the State’s normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement Contract the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. DEFAULT AND TERMINATION:

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. *See*, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petitionfor bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the Statemay immediately cease doing business with the Vendor, terminate the Contract for cause, andtake action to recover relevant damages, and if permitted by applicable law, debar the Vendorfrom doing future business with the State. 01 NCAC 05B.1520.
- b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days writtennotice to the Vendor and specifying the effective date thereof. In that event, any or all finishedor unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partiallycompleted at the State’s option) as to which such option is exercised. Notwithstanding, Vendorshall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicablelaw. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.
- c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days’ notice in writing fromthe State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. INTERPRETATION, CONFLICT OF TERMS:

- a) The definitions in the Instructions to Vendor in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the “Federal Funds Provisions” section below.
- c) “Purchasing Agency” herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contract made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.

- e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTION TO VENDOR in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.
 - f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.
4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Leader Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.
6. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contract with Vendor 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 proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b) The agency(ies) participating in the 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.
 - c) 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.
7. **SITUS AND GOVERNING LAWS:**
- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
 - b) 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 the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
 - c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. **NON-DISCRIMINATION COMPLIANCE:**

Wholly State Funded Contract.

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that 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.
- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contract Partially or Wholly Federally Funded.

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any

employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- d) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:
- e) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- f) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- g) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- h) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- i) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contractor with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government Contract or federally assisted construction Contract in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- j) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
- k) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- l) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- m) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contract and federally assisted construction Contract pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendor and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept

procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **INTELLECTUAL PROPERTY WARRANTY AND 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 Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.
 - a) Vendor warrants to the best of its knowledge that:
 1. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
 2. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
 - b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.
 - c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
 1. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
 2. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
 - d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.
12. **ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.
13. **ACCESS TO PERSONS AND RECORDS:** During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retention period, whichever is later.
14. **ASSIGNMENT OR DELEGATION OF DUTIES:**
 - a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
 - b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.
15. **INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations.

Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

1. Potential for damage to State property or property of a third party,
2. Potential for bodily injury to State employees or third parties,
3. Whether Vendor will transport State property, clients, or employees,
4. Use of a vehicle to accomplish the work or to travel to or from State locations,
5. Anticipated physical contacts of the Vendor with the State,
6. Anticipated number and activity of Vendor personnel within the State, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

a) REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.

b) COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.

2. **For Contract valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**

- i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

3. **For Contract valued in excess of \$1,000,000.00 the following limits shall apply:**

- i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

16. GENERAL INDEMNITY:

- a) The Vendor shall indemnify, defend and 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 the Contract, and also 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 the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.

- b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c) 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 deliverables or Services as part of this Contract with the State.
- d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

17. **ELECTRONIC PROCUREMENT:** (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.
- c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

E-PROCUREMENT FEES – APPLICABLE ONLY TO GOODS PURCHASES

- d) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE, CURRENTLY 1.75% (.0175), ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) FOR THE AMOUNT OF ANY GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE (OR ANY OFFICIAL REPLACEMENT SERVICE). G.S. 66-58.12; See, NC E-Procurement Terms of Use.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Contract.
- e) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the E-Procurement Supplier Manager (Supplier Manager), based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless the Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee, or it shall be considered a material breach of Contract.

Pursuant to G.S. 147-86.23, the service will charge 1) interest on past due balances at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due, and, 2) late payment penalties, currently ten percent (10%) of the account receivable. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

- 18. **SUBCONTRACTING:** Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.
- 19. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendor are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
- 20. **CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B- 1379. For further information, see, G.S. 75-60 et seq. **Notice** is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

21. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143-59.4.

22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. 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.

23. **ELECTRONIC RECORDS:** The State will digitize all Vendor response to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement- related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor- supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. **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 subContract, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

28. FEDERAL FUNDS PROVISIONS:

Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination. Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.

- a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as maybe required and to provide such reports at the times specified.
- c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.
- d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- 1. **Overtime requirements.** No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).
3. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
4. *SubContract.* The Vendor or subcontractor shall insert in any subContract the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subContract. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.** Clean Air Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

f) **Debarment and Suspension.**

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).**

To the extent applicable, Vendor that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Vendor must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contract, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

h) Procurement of Recovered Materials.

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) Access to Records. In addition to the North Carolina General Contract Terms & Conditions section entitled "**ACCESS TO PERSONS AND RECORDS**" included in this Contract, the following access to records requirements apply to this Contract:

1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

j) Modifications to Contract. Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "**AMENDMENTS**," except as approval and signature by any federal official may also be required.

k) Records Retention. All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

l) Energy Efficiency. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

m) Program Fraud and False or Fraudulent Statements or Related Acts. Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

n) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.

o) Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.

p) Federal Seals, Logos, and Flags. In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "**ADVERTISING**," the Vendor shall not use theseal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.

q) System for Awards Management. Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendor Listing, <https://ncadmin.nc.gov/documents/nc-debarred-Vendor> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

ATTACHMENT D: HUB SUPPLEMENTAL SUPPLIER INFORMATION

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? ☐ Yes ☐ No

If yes, provide Vendor #: _____

If no, does Vendor qualify for certification as HUB? ☐ Yes ☐ No

Vendor that check “yes” will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

or Goods procurements, are you using Tier 2 suppliers? ☐ Yes ☐ No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB Certified	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For Services procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ Yes ☐ No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB Certified	Percent of total bid price

Bid Number: 30-23325

Vendor: _____

Need more information?s

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at 984-236-0130 or huboffice.doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE FORM

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service, agreement, or type of products and quantity provide to the organization:	

Name of Customer Organization	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service, agreement, or type of products and quantity provide to the organization:	

Name of Customer Organization	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service, agreement, or type of products and quantity provide to the organization:	

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute G.S. 143-59.4, 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 ofthe United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? ☐ YES ☐ NO
- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performingwork under the Contract.

b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workersoutside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolinaunder the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below.)
- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT H: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, “Disclosure Form to Report Lobbying,”](#) in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agreeesthat the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor’s Authorized Official

Name and Title of Vendor’s Authorized Official

Date