



STATE OF NORTH CAROLINA

Department of Public Safety

Invitation for Bid #: 19-IFB-865174014-PTW

Bottled Water

Date Issued: October 18, 2023

Bid Opening Date: November 3, 2023

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Tim Pendergrass

Procurement Specialist III



STATE OF NORTH CAROLINA

Invitation for Bids

19-IFB-865174014-PTW

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 PUBLIC SAFETY**

Refer <u>ALL</u> Inquiries regarding this IFB to: Tim Pendergrass The procurement lead through the Message Board in the Sourcing Tool. See section <u>2.6</u> for details:	Invitation for Bids #: 19-IFB-865174014-PTW
	Bids will be publicly opened: November 3, 2023, at 2:00pm, ET. Meeting ID: 289 576 164 194 Passcode: 7Ev5xg
Using Agency: NC Emergency Management	Commodity No. and Description: 502023 Non-alcoholic Beverages
Requisition No.: RQ53495	

EXECUTION

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

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

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

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

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

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

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 Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**. 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 cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: 19-IFB-865174014-PTW

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

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 _____, 20____, as indicated
on the attached certification, by _____

(Authorized Representative of Department of Public Safety)

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM.....	5
2.0	GENERAL INFORMATION	5
2.1	INVITATION FOR BID DOCUMENT	5
2.2	E-PROCUREMENT FEE	5
2.3	NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....	5
2.4	IFB SCHEDULE	6
2.5	BID QUESTIONS	6
2.6	BID SUBMITTAL	7
2.7	BID CONTENTS.....	7
2.8	ALTERNATE BIDS	8
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	8
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS.....	8
3.1	METHOD OF AWARD.....	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	9
3.3	BID EVALUATION PROCESS.....	9
3.4	PERFORMANCE OUTSIDE THE UNITED STATES	10
3.5	INTERPRETATION OF TERMS AND PHRASES.....	10
4.0	REQUIREMENTS.....	10
4.1	PRICING	10
4.2	ESTIMATED QUANTITIES.....	10
4.3	PRODUCT IDENTIFICATION.....	11
4.4	SUPPORT QUESTIONNAIRE AND EMERGENCY CONTACT	11
4.5	TRANSPORTATION AND IDENTIFICATION	12
4.6	DELIVERY.....	12
4.7	HUB PARTICIPATION.....	13
4.8	REFERENCES	13
4.9	VENDOR'S REPRESENTATIONS	13
4.10	FINANCIAL STABILITY.....	13
4.11	LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS.....	13
5.0	PRODUCT SPECIFICATIONS	14
5.1	SPECIFICATIONS.....	14
5.2	DEVIATIONS.....	14
6.0	CONTRACT ADMINISTRATION.....	15
6.1	CONTRACT MANAGER.....	15
6.2	CONTINUOUS IMPROVEMENT	15
6.3	ACCEPTANCE OF GOODS	15
6.4	INVOICES	15
6.5	DISPUTE RESOLUTION.....	15
6.6	PRODUCT RECALL	16
6.7	PRICE ADJUSTMENTS	16
6.8	CONTRACT CHANGES	16

ATTACHMENT A: PRICING..... 17

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION..... 18

ATTACHMENT E: CUSTOMER REFERENCE FORM 20

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR 21

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION 22

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE MATCHING 23

ATTACHMENT I: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS 25

1.0 PURPOSE AND BACKGROUND

In order to meet emergency requirements during disasters, the North Carolina Division of Emergency Management (NCEM) is seeking bids from qualified Vendors to establish an Agency Specific contract for bottled water to be used to meet the temporary urgent hydration needs of citizens during an emergency. Any quantities indicated herein are estimates only and are submitted simply as a guide of anticipated usage during a three (3) year period. Since each emergency is unique, it shall be understood that NCEM may purchase more or less than the estimates referenced in this document, and there is no purchase quantity guaranteed.

NCEM is a government organization that administers state and federal emergency management programs enabled by the Federal Stafford Act and Chapter 166A of the North Carolina General statutes.

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

1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

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>.

2.3 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 also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, or issues regarding any component within 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 and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

Other than through the process of negotiations 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. 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

Bid Number: 19-IFB-865174014-PTW

Vendor: _____

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 to during negotiations and incorporated by way of 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.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	October 18, 2023
Submit Written Questions	Vendor	October 26, 2023, by 2:00pm, ET
Provide Responses to Questions	State	October 27, 2023
Submit Bids	Vendor	November 3, 2023, by 2:00pm, ET Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 289 576 164 194 Passcode: 7Ev5xg Download Teams Join on the web Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 116 097 985 9 Alternate VTC instructions Or call in (audio only) +1 984-204-1487,,330020869# United States, Raleigh Phone Conference ID: 330 020 869# Find a local number Reset PIN
Contract Award	State	To be determined

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "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 #: 19-IFB-865174014-PTW – 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 an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. 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: <https://eprocurement.nc.gov/training/vendor-training>

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 EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

- d) Vendor Response: 4.4 Support Questionnaire and Emergency Contact, 4.6 Delivery, 5.1 Specifications, 5.2 Deviations, 6.1 Contract Manager
- e) Completed version of ATTACHMENT A: PRICING FORM
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- k) Completed and signed version of ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY
- l) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Bids will be received according to the method stated in 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.

3.4 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

3.5 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.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, 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 in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and 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.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous three (3) 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.

4.3 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

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

4.4 SUPPORT QUESTIONNAIRE AND EMERGENCY CONTACT

North Carolina Emergency Management is charged with responding to any emergency, man-made or natural, 24 hours a day, seven days a week. This requires that the awarded Vendor(s) have personnel and the capability respond to order requests after hours, weekends and during holidays. **All fields are MANDATORY and must be completed.**

NCEM QUESTIONS		VENDOR RESPONSE	
Indicate normal hours of operation.			
Provide Support 24/7/365?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Response Time from Order Placement to Ice Shipment?			
Are you willing to furnish and deliver outside of your normal hours of operation?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
If the answer is yes, state any additional charges		\$	
24 Hour Emergency AND Contract Administration Contract Information			
Provide at least one 24/7 Emergency contact by which orders can be placed.	Name		
	Main Phone Number		
	Office Phone Number		
	Mobile Phone Number		
	Email Address		
Provide the contact for the Vendor contract administrator .	Name		
	Main Phone Number		
	Office Phone Number		
	Mobile Phone Number		
	Email Address		
NCEM QUESTIONS		VENDOR RESPONSE	
If needed, can NCEM pick up at the vendor dock 24/7/365?		<input type="checkbox"/> YES	<input type="checkbox"/> NO

List the locations(s) of manufacturing facilities and distribution sites, noting the daily availability of bottled water in gallons at each site.	
Location Manufacturer Facility / Distribution Site	Daily bottled water Availability (gallon)

--	--

ADDITIONAL AGENCY QUESTIONS	VENDOR RESPONSE	
	20 oz. bottle	1 Liter (US) bottle
Number of bottles per case		
Number of cases per pallet		
Gallons (US) per pallet		
Can pallets be stacked? How High?		
Total weight, including pallet		
Total number of pallets legally loaded on one 48" trailer		
Number of pallets available in 48 hours		
Number of pallets available in 72 hours		
Number of pallets available after 72 hours		
Total number of pallets legally loaded on one 72" trailer		

Trailer Loading and Bill of Laden

- i. Palletized water shall be loaded so the main open pallet slots are facing the length of the trailer and are not turned sideways. End points may not have a forklift, and pallets may have to be unloaded using a pallet jack.
- ii. Pallets are to be alternate side placed - that is two pallets loaded on the right wall of the trailer, then two pallets loaded on the left wall of the trailer - to prevent load shifting and package breaching during transport. In lieu of alternate side placement the vendor may, at no additional cost to the State, use other load stabilization devices such as empty pallets or dunnage bags to prevent load shifting during transport. Such load stabilization devices will not be returned to the vendor.
- iii. Bill of Laden shall list the total number of pallets on the trailer broken down with the counts for each lot number (e.g., Lot 123 - 10 pallets, Lot 234 - 8 pallets).

List any current/existing county, state, or federal agency contracts for ice. The State does not wish to overwhelm any one vendor.	

4.5 TRANSPORTATION AND IDENTIFICATION

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

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

4.6 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

Primary Warehouse Facility	Secondary Warehouse Facility
Burlington Warehouse	Badin Logistics Support Center
780 Plantation Drive	40592 Airport Rd
Burlington, NC 27215	New London, NC 28127

Awarded Vendor shall complete delivery within **12 hours** after receipt of purchase order, or phone order, to any requested North Carolina County or municipality. Delivery may be required on weekends and/or during holidays.

4.7 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.

4.8 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment 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.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's 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.

4.10 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.

4.11 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.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

Mandatory:

Pallets shall be banded based on weight, shrink wrapped, stackable, handling by forklifts and pallet jacks, and capable of being transported to any point within North Carolina.

Cases are not to be marked with best by date indicators or labels.

NCEM REQUIREMENTS	VENDORS RESPONSE	
Water is bottled, {20 oz./1 Liter (US)}, in non-breakable, non-returnable, recyclable containers suitable for human use and consumption, from any potable water source, and without additives of any sort.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Bottle and water shall have a shelf life certified by the vendor for a minimum of three (3) years upon delivery.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Individual bottles packaged in corrugated cardboard cases, or corrugated cardboard base trays and heat shrink plastic sealed suitable for carrying and stacking on a standard pallet. Containers must hold up from being compacted by stacking for long term storage in a warehouse environment.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Cases palletized on a standard pallet of 40" x 48", and each case clearly and visibly marked with lot number.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Each pallet shall be visibly marked on two sides with a label denoting the manufacturer's lot number of the water on the pallet, and the total number of gallons (US) on the pallet.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Palletized water must be able to be double stacked, double (no single) machine stretch wrapped using 80-110-gauge clear polypropylene material at a tension of 0.20 or greater suitable for shipping and handling and movement by standard material handling equipment.	<input type="checkbox"/> YES	<input type="checkbox"/> NO

5.2 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. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 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.

6.1 CONTRACT MANAGER

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:	

6.2 CONTINUOUS IMPROVEMENT

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

6.3 ACCEPTANCE OF GOODS

In the event acceptance criteria for deliverables is not described herein or in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such 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.

6.4 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

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.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.5 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.

6.6 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.

6.7 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for **one hundred and eighty (180)** days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.8 CONTRACT CHANGES

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

The remainder of this page is intentionally left blank

ATTACHMENT A: PRICING

Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit.

FURNISH AND DELIVER:

Item #	DESCRIPTION	UNIT COST (cost of per bottle)	
		20oz.	1 liter
To be determined and ordered as needed during emergency/disaster situations.	Price shall include the cost of pallets, for the State does not intend to return pallets. All bids are to be submitted FOB anywhere in North Carolina. This does not prevent the State from requesting delivery FOB vendor dock when advantageous to the State. If the State elects to FOB vendor dock, then the vendor shall properly credit the State any shipping charges that are calculated in the bid price. Pricing shall include any costs associated with an order being placed to the vendor 24 hours a day, 7 days a week, 365 days a year.		
1	Bottles per case	\$_____	\$_____
2	Cases per pallet	\$_____	\$_____
3	Shelf life of water	_____	_____
4	PRICE per bottle	\$_____	\$_____
5	DISCOUNT per bottle if FOB Vendor Dock	\$_____	\$_____
Volume Pricing			
6	Each (up to 5,000)	\$_____	\$_____
7	Each (up to 5,001 – 10,000)	\$_____	\$_____
8	Each (up to 10,001 – 25,000)	\$_____	\$_____
9	Each (up to 25,001 – 50,000+)	\$_____	\$_____

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

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

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *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

Need more information?

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@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 provided 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 provided 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 provided to the organization:	

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

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 of the 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 ☐

If "YES":

- 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 performing work 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 workers outside 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 Carolina under 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

Solicitation #: _____

Name of Vendor: _____

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 on 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 The 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: VENDOR REQUEST FOR EO50 PRICE MATCHING

Solicitation #: _____

Vendor Name: _____

Pursuant to G.S. 143-59 and Executive Order No. 50 (2010), a North Carolina resident Vendor may receive the opportunity to obtain a contract award by agreeing to match the final price(s) of the lowest Vendor, if the lowest price is offered by a non-resident Vendor. This opportunity arises when a North Carolina resident Vendor offers a price that is within five percent (5%) or \$10,000 (whichever is less) of the non-resident Vendor's overall lowest price. Requesting a price matching opportunity below does not require a resident Vendor to match the lowest price in the event the Vendor qualifies for the opportunity.

The following sections shall be completed if a resident Vendor is requesting a price matching opportunity:

PART I – EO50: Resident Bidder Determination

Vendor shall check the applicable boxes below. In order to be considered for the price-matching opportunity under Executive Order #50 and G.S. 143-59(c)(1), Vendor must meet the definition of a "Resident Bidder."

By submitting this form, the Vendor **certifies** that:

- ☐ it has paid unemployment taxes to the State of North Carolina for the most recent quarter or annually and has specifically done so for the last such payment period.
- ☐ it has paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

PART II – EO50

I certify that the Vendor's principal place of business is located in North Carolina. Principal place of business is defined as the principal place from which the trade or business of the Vendor is directed or managed.

A. Provide address of principal place of business:

_____ Street
 Address (no P.O. Box number)
 _____ City,
 State, Zip Code

Is the above address the location of Vendor's overall headquarters? ☐ YES ☐ NO

If Vendor has a public website, provide the link/address:

- B. **ATTACH A COPY OF VENDOR'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Vendor's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Vendor).

OR (check the box below)

- ☐ Vendor certifies that its business is **not** required to make filings with the North Carolina Secretary of State.

If the box is checked, state the reason why no filings are required:

_____.

NOTICE: The Price Matching Opportunity will only be given to a Vendor that fully completes this attachment (i.e., all information shall be provided, all supporting documents shall be attached, and signature from an authorized representative of the Vendor shall be provided) and demonstrates its qualification for the Price Matching Opportunity. A certification shall be submitted with each bid for which Vendor seeks a price matching opportunity.

Certification of _____ (name of resident Vendor).

The undersigned hereby certifies that he or she has read this certification, that all information provided in Part I and Part II above is true and accurate and that he or she is an officer, member, partner, owner, or other such managing employee of the Vendor (the "Authorized Representative") that is authorized to execute this certification and to bind the Vendor to the certifications, statements, and agreements herein.

Name of Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT I: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

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

1. 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-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 agrees that 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