

## **STATE OF NORTH CAROLINA**

**North Carolina Department of State Treasurer**

**Invitation for Bid #: 07-2023002**

**Unclaimed Property Appraisal Services**

**Date of Issue: October 27, 2023**

**Bid Opening Date: November 15, 2023**

**At 2:00PM ET**

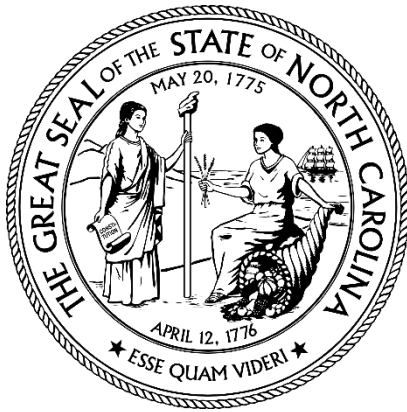
**Direct all inquiries concerning this IFB to:**

Elizabeth Cass

Contract Specialist II

Email: [Elizabeth.Cass@nctreasurer.com](mailto:Elizabeth.Cass@nctreasurer.com)

Phone: (919) 814-3895



## STATE OF NORTH CAROLINA

### Invitation for Bid # 07-2023002

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.**

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Vendor Name

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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>

<b>STATE OF NORTH CAROLINA Department of State Treasurer</b>	
<b>Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead- Elizabeth Cass through the Message Board in the Sourcing Tool. See sections 2.5, 2.6 for details.</b>	<b>Invitation for Bid #: 07-2023002</b>
	<b>Bids will be publicly opened: November 15, 2023, at 2:00PM ET</b>
<b>Using Agency: The North Carolina Department of State Treasurer Unclaimed Property Division</b>	<b>Commodity No. and Description: 841217 - Investment advice</b>
<b>Requisition No.: N/A</b>	

**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 services upon which prices are bid, at the prices set opposite each service 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 **NORTH CAROLINA 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:

Invitation for Bid #: 07-2023002

Vendor: \_\_\_\_\_

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 ninety (90) 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.

<p><b>FOR STATE USE ONLY:</b> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;"><b>(Authorized Representative of The North Carolina Department of State Treasurer)</b></p>
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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Invitation to Bid (IFB) is to solicit offers from qualified Vendors for identification, valuation, and appraisal services in the following unclaimed property categories: 1. Jewelry, Precious and Semi-Precious Stones, and Precious Metals such as gold, silver, platinum, and other precious metals, 2. Currency and Miscellaneous Property, all of which were found in unclaimed safe deposit boxes and other safekeeping depositories and delivered to the North Carolina Department of State Treasurer – Unclaimed Property Division (“UPD”) as unclaimed property.

The North Carolina Department of State Treasurer has determined that the best method for meeting the legal requirements of selling unclaimed tangible property at a reasonable bid price, while also protecting the interest of the rightful owner, is to obtain accurate identification of the tangible property, and establish a minimum bid price for the tangible property. Any verbal information regarding an appraisal, or written documents, such as an appraisal certificate, provided by Vendor may be used or disclosed by the UPD or other Vendor of UPD in developing and publishing tangible property descriptions and/or used by the UPD in establishing minimum bids when tangible property is sold at public auction. The majority of the tangible property to be sold consists of currency and a variety of jewelry. However, the Tangible Property may also include, but not limited to, various collectibles and silver serving pieces. For example, the UPD received about one thousand five hundred (1,500) lots of tangible property for fiscal year 2020-2021. A lot may include a single item, such as a watch, or several hundred items, such as a coin collection.

In accordance with N.C.G.S. § 116B-55, “contents of a safe deposit box or other safekeeping depository held by a financial organization is presumed abandoned if the apparent owner has not claimed the property within the period established by G.S. 53C-6-13 and shall be delivered to the Treasurer as provided by that section.”

Per N.C.G.S. § 116B-65(a) “... the Treasurer, within five (5) years after the receipt of abandoned property, shall sell it to the highest bidder at public sale at a location in the State which in the judgment of the Treasurer affords the most favorable market for the property. The Treasurer may decline the highest bid and reoffer the property for sale if the Treasurer considers the bid to be insufficient.” Once sold, the proceeds are recorded for the owner should they be located or come forward after the property is sold.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto. 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, January 1, 2024, to December 31, 2026. 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 for a potential five (5) year Contract term. The State will give the Vendor written notice of its intent to exercise each optional renewal year 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 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

This 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 the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprourement.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 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.**

**2.4 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 27, 2023.
Submit Written Questions	Vendor	November 7, 2023, 10:00AM ET
Provide Response to Questions	State	November 9, 2023, 2:00PM ET
Submit Bids	Vendor	November 15, 2023, 2:00PM ET
Contract Award	State	January 1, 2024.

**The North Carolina Department of State Treasurer will be conducting the live bid openings over Microsoft Teams. Below is the information for this procurement’s bid opening scheduled for November 15, 2023, 2:00PM ET.**

Microsoft Teams meeting Join on your computer or mobile app. Join with a video conferencing device.

Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)



Invitation for Bid #: 07-2023002

Vendor: \_\_\_\_\_

[Learn More](#) | [Meeting options](#)

Meeting ID: 221 743 870 589

Passcode: qK5ED8

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 984-275-3153,,672174004#](#) United States, Raleigh

Phone Conference ID: 672 174 004#

## 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 Elizabeth Cass 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 # 07-2023002 – 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.

## 2.6 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 bids(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.

**If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid.** Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

**If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.**

## 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 one complete response in the Sourcing Tool which include the below items:

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of all EXECUTION PAGES within the IFB (Section 2.9 Vendor Remittance Address, Section 4.5 Vendor Experience, Section 4.6 References, Section 4.7.4 Vendor Background Check Agreement, Section 4.10 Vendor Qualifications, Section 5.3 Deviations, and Section 6.1 Points of Contact and Customer Services), 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’s Response. (Section 2.9 Vendor Remittance Address, Section 4.5 Vendor Experience, Section 4.6 Reference, Section 4.7.4 Vendor Background Check Agreement, Section 4.10 Vendor Qualifications, Section 5.3 Deviations, and Section 6.1 Points of Contact and Customer Services), along with the body of the IFB.
- e) Completed version of ATTACHMENT A: PRICING
- f) Returned and included ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS
- g) Returned and included ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS
- h) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- i) Completed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

## 2.8 NC SUBSTITUTE W-9 PROCESS FROM THE OFFICE OF THE STATE CONTROLLER

Upon the award of this contract, and prior to receiving any payment or reimbursement thereunder, the selected Vendor will be required to complete and submit the Office of State Controller’s (“OSC”) Substitute W-9 Form to the North Carolina Department of State Treasurer (“NCDST”). If the successful Vendor has not previously submitted a Substitute W-9 Form to the State—likely because the Vendor has not previously contracted with any North Carolina State government entity—such Vendor will be required to complete and submit to NCDST, the Request for Taxpayer Identification Substitute W-9 Form. If the successful Vendor has an existing Substitute W-9 Form on file with the State, but the tax information contained in that form is no longer accurate, such Vendor will be required to complete and submit to NCDST the Modification to Existing Vendor Records Substitute W-9 Form. In either case, the successful Vendor shall make its submission by emailing the appropriate form to NCDST’s Financial Operations Division at the following address: [DSTAccountsPayable@nctreasurer.com](mailto:DSTAccountsPayable@nctreasurer.com).

For general information regarding the Substitute W-9 Form and OSC’s vendor registration process generally, please visit [www.osc.nc.gov/vendor-resources](http://www.osc.nc.gov/vendor-resources). **Any specific questions regarding completing this form should be addressed to the email address noted above.**

## 2.9 VENDOR REMITTANCE ADDRESS

### **For Vendor Completion:**

Vendor must respond to the below and upload within Vendor’s response in the Sourcing Tool. Vendor shall provide below information for all goods, and/or services, completed under this Contract. This address must match the address identified on all invoices and be the address registered with the NC Vendor Portal and Office of the State Controller.

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City/State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) **APPRAISAL:** An informal inspection, identification, and valuation of property.
- b) **APPRAISAL CERTIFICATE:** A formal document prepared by Vendor and signed by the Vendor setting forth the Vendor’s professional opinion as to the detailed description and Fair Market Value of an item.
- c) **CONTRACT ADMINISTRATOR:** Representatives of the Vendor and the Department who shall administer the contract after award, as identified in Section 6.1.
- d) **CONTRACT MANAGER:** Representative of the North Carolina Department of State Treasurer identified in Section 6.1 who will correspond with potential Vendors concerning solicitation issues and will oversee the award of the contract with the Vendor providing the best offer to the State.
- e) **CURRENCY:** A tangible form of money (such as coins, treasury notes, and banknotes) that is in use or circulation or has been in use or circulation historically as a medium of exchange.
- f) **FAIR MARKET VALUE:** The price at which property would change hands between a willing buyer and a willing seller, neither

being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts. The fair market value of an item of property is not to be determined by the sale price of the item in a market other than that in which such item is most commonly sold to the public, taking into account the location of an item wherever appropriate.

- g) **IMMEDIATE FAMILY:** Spouse, Parent, Grandparent, Brother, Sister, Child, or Grandchild, including step relationships.
- h) **JEWELRY:** Personal ornaments that are typically made from or contain jewels and precious metal, including but not limited to, necklaces, rings, or bracelets.
- i) **LOT:** A grouping of similar products within this IFB.
- j) **MEMBER OF HOUSEHOLD:** Person who utilizes the address of the household as its primary, residential address.
- k) **MISCELLANEOUS PROPERTY:** Collectible items including, but not limited to, watches, stamp collections, knives, figurines, stock certificates, flatware, baseball cards and other sports memorabilia, autographs, and historical documents.
- l) **PRECIOUS METALS:** Classification of metals, including but not limited to, gold, silver, platinum, and palladium, which are considered to be rare and/or have a high economic value.
- m) .
- n) **STONES:** a piece of rock, organic or mineral matter, such as diamonds, colored stones and pearls, which are chosen for their beauty, durability, and/or rarity and then cut, faceted, and/or polished to make jewelry or adornments.
- o) **UPD:** The Unclaimed Property Division within the North Carolina Department of State Treasurer.
- p) **VALUATION:** A documented description and verbal estimated fair market value of property.

### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a 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.

The intent of this IFB is to award a Contract(s) to a single Vendor or multiple Vendors, as outlined in ATTACHMENT A: PRICING. The State reserves the right to make a single award to a Vendor or separate awards to different Vendors for Table One and Table Two, to not award one or more table(s), 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.

All qualified bids will be evaluated based on the qualified bid offering the lowest Extended Cost for Table One and Table Two that meets the requirements set out herein Award(s) will be based on the Unit Cost.

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 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.

**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 E: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of

the United States, 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 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.

**4.1 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 section of this IFB and include in the response to 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.

**ESTIMATED USAGE**

The QTY of Annual Estimated Usage indicated in Attachment A Pricing Section of this Solicitation are estimates only and are provided for informational and evaluation purposes. No maximum or minimum usage is guaranteed. It shall be understood and agreed that the State may utilize more or less than the annual estimated usage during the contract period. The State reserves the right to increase or decrease the QTY of Annual Estimated Usage as needed. The State will be responsible only for services requested and received.

**4.2 INVOICES**

Vendor shall invoice the UPD as outlined below:

- a) The Vendor must submit invoices within fifteen (15) calendar days following the end of each month in which work was performed onsite and/or appraisal certificate provided.

- b) Invoices must be emailed, in a manner which does not require a password to open, to each of the following:

DSTAccountsPayable@nctreasurer.com

Cathrine.Mills@nctreasurer.com

MaryAnne.Fitzpatrick@nctreasurer.com

- c) Invoices shall bear the **correct contract number and purchase order number** to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause delay in payment.
- d) Invoices must include an invoice date and an accurate description of the work for which the invoice is being submitted, which includes but is not limited to the following:
  - a. Name of Vendor performing services,
  - b. Dates and hours onsite performing services, corresponding rate, and extended total cost per day,
  - c. Summary of total hours and cost onsite performing services,
  - d. Itemized lot numbers (UPD’s property and tangible identification numbers) associated with individual item(s) requiring an appraisal certificate and number of appraisal certificates provided for that particular lot, along with corresponding rate,
  - e. Summary of total number and cost of appraisal certificates provided,
  - f. Total amount due to Vendor.
- e) **INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND SERVICES ACCEPTED.**

### 4.3 FINANCIAL STABILITY

As a condition of contract award, 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 ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, 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. The Contract Manager may require annual recertification of Vendor’s financial stability.

### 4.4 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.

### 4.5 VENDOR EXPERIENCE

If Vendor is providing an offer for either Jewelry, Stones, and Precious Metals OR Currency or Miscellaneous Property, then Vendor must only provide a response to the below applicable question. If Vendor is providing an offer for both Jewelry, Stones, and Precious Metals AND Currency or Miscellaneous Property, then Vendor must provide a response to both questions below. Vendor must respond to the below application question and upload within Vendor’s response in the Sourcing Tool. Failure to complete this Section may result in rejection of the bid response as non-responsive.

**Jewelry, Stones, and Precious Metals Vendor Experience:**

If Vendor is providing an offer for Jewelry, Stones, and Precious Metals, as defined in Section 2.10 Definitions, Acronyms, and Abbreviation of this IFB, then Vendor must have at least five (5) years of experience within the last ten (10) years performing appraisal services of Jewelry, Stones, and Precious Metals.

**For Vendor Completion:**

Does Vendor have at least five (5) years of experience within the last ten (10) years performing appraisal services of Jewelry, Stones, and Precious Metals?

YES  NO

**Currency or Miscellaneous Property Vendor Experience:**

If Vendor is providing an offer for Currency or Miscellaneous Property, as defined in Section 2.10 Definitions, Acronyms, and Abbreviation of this IFB, then Vendor must have at least five (5) years of experience within the last ten (10) years performing appraisal services of Currency or Miscellaneous Property.

**For Vendor Completion:**

Does Vendor have at least five (5) years of experience within the last ten (10) years performing appraisal services of Currency or Miscellaneous Property?

YES  NO

**If Vendor selected yes to either of the questions above, Vendor shall demonstrate in its response its experience with public or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information in its response describing its appraisal process and work experience with personal property in establishing fair and professional identification and appraisal value of Jewelry, Stones, Precious Metals, Currency, or Miscellaneous Property.**

### 4.6 REFERENCES

**For Vendor Completion:**

Vendor must respond to the below question and upload within Vendor’s response in the Sourcing Tool. Vendor must provide three (3) references for clients where appraisal Services were performed in the past three (3) years. The State may contact Vendor references during the evaluation process to determine whether the Services provided were similar in scope to those proposed herein and whether the Vendor’s performance was satisfactory.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS




**4.7 BACKGROUND CHECKS**

Vendor and its personnel performing services onsite at the NCDST UPD, located at 3200 Atlantic Ave, Raleigh, North Carolina 27604, are required to provide or undergo background checks at Vendor’s expense prior to beginning work with the State. Further, any personnel or agent of Vendor performing Services under this Contract, regardless of being onsite, may be required to undergo a background check at the expense of the Vendor, if so, requested by the NCDST. As part of Vendor background checks, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein or a statement that there are none.

Vendor’s response to these requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

**4.7.1 CRIMINAL BACKGROUND CHECK**

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks at Vendor’s expense prior to beginning work with the State of Vendor and its personnel performing services onsite at the NCDST UPD, located at 3200 Atlantic Ave, Raleigh, North Carolina 27604. Further, any personnel or agent of Vendor performing Services under this Contract, regardless of being onsite, may be required to undergo a criminal background check at the expense of the Vendor, if so, requested by the NCDST

**The following requirements must be met:**

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date but no later than prior to performing any Services on State property.

- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of Vendor’s criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require Vendor to exclude Vendor’s employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify Vendor from award.
- f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on Vendor’s proposed employees.

**4.7.2 BACKGROUND CHECK LIMITATIONS**

Any individual representing Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) Vendor must ensure that all employees have a responsibility to self-report to Vendor within twenty-four (24) hours any arrest for any disqualifying offense. Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

**4.7.3 BACKGROUND CHECK DOCUMENT REQUIREMENTS**

Required background check documentation must be submitted to NCDST prior to Vendor performing any Services on State property, and it shall include:

- a) A cover letter by Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.

- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  1. Original unaltered criminal background check from the organization providing the background check.
  2. The background check provider’s company name, company mailing address, and contact phone numbers.
  3. The full name of the individual, which matches the government issued photo ID.
  4. The current address of individual being checked.
  5. The date the criminal background check search was conducted.

**4.7.4 VENDOR BACKGROUND CHECK AGREEMENT**

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB are required to undergo a background check at the expense of Vendor, as outlined in Section 4.7 above. Any such request by the State must be completed immediately/within ten (10) business days. When a background check is requested, personnel or agents may not perform services under this Contract until approved in writing by the State.

Vendor must respond to the below question and upload within Vendor’s response in the Sourcing Tool.

**For Vendor Completion:**

Vendor agrees to conduct a background check per the specifications above in sections 4.7-4.7.4 on all employees proposed to perform Services under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES  NO

**4.8 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 Vendor’s bid result in an award, 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.

### 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 Vendor to provide and deliver the Services and/or other Deliverables.

### 4.10 VENDOR QUALIFICATIONS

Vendor shall be of good character and **must be a certified** appraiser by at least one nationally recognized appraiser’s association which ensures its members are qualified to act as appraisers through a mandatory examination process designed to test the appraiser’s competency. All certifications at time of proposal shall be maintained and/or renewed during the life of the Contract. If Vendor chooses to sub-contract any or all appraisal services, sub-contracted vendor(s) are subject to the same qualifications as Vendor. Vendor must respond to the below question and upload within Vendor’s response in the Sourcing Tool.

**For Vendor Completion:**

Vendor is a certified appraiser by at least one nationally recognized appraiser’s association which ensures its members are qualified to act as appraisers through a mandatory examination process designed to test the appraiser’s competency:

YES  NO

If yes, **Vendor must provide a copy of their certification with their response to be considered for Award.**

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

In accordance with N.C.G.S. § 116B-55, “contents of a safe deposit box or other safekeeping depository held by a financial organization is presumed abandoned if the apparent owner has not claimed the property within the period established by G.S. 53C-6-13 and shall be delivered to the Treasurer as provided by that section.”

Per N.C.G.S. § 116B-65(a) “... the Treasurer, within five years after the receipt of abandoned property, shall sell it to the highest bidder at public sale at a location in the State which in the judgment of the Treasurer affords the most favorable market for the property. The Treasurer may decline the highest bid and reoffer the property for sale if the Treasurer considers the bid to be insufficient.”

### 5.1 SPECIFICATIONS

Vendor(s) shall inspect, identify, and provide either a documented verbal appraisal or a written appraisal certificate, based on estimated fair market value and category of property being evaluated. Valuations shall be provided for tangible property, which includes: 1. Jewelry, Precious and Semi-Precious Stones, and Precious Metals found in unclaimed safe deposit boxes and other safekeeping depositories, 2. Currency and Miscellaneous Property, found in unclaimed safe deposit boxes and other safekeeping depositories. The valuations are used to enable the UPD to set a minimum bid at time of sale.

### 5.2 TASKS/DELIVERABLES

Vendor must provide trained and experienced personnel to inspect, identify, and value tangible property at UPD’s onsite location, located at 3200 Atlantic Ave Raleigh, NC 27604, with at least two (2) UPD employees’ assistance and presence at all times. Appraisal Ver: 07/2023

Services will be performed onsite in a 34x17 room with a workspace of approximately 10x4. Fluorescent lighting, electricity, and wireless internet service are provided. Running water is not available in the room.

Vendor must be available based on the UPD’s schedule, as needed, to conduct services outlined below for a maximum of no more than two (2) weeks a month, four (4) days a week, and six (6) hours per day unless additional time periods are mutually agreed upon by UPD and Vendor. Minimum or maximum monthly hours are not guaranteed.

Vendor dependent on cost table of ATTACHMENT A: PRICING that Vendor bid upon, and the State awarded, must accurately evaluate, identify, sort, grade, weigh, and categorize the types of property listed below.

- 1. **Jewelry** - Vendor shall inspect, and provide accurate identification and description of all Jewelry, including the testing of precious metals to include weights and quality (example: 14K or 24K gold.)

For individual Jewelry Tangible Property included in a lot which appears to have a fair market value less than \$1,000, Vendor will provide UPD, at the time of the inspection and valuation, a documented verbal cumulative estimated fair market value for the lot.

For individual Jewelry Tangible Property included in a lot which appears to have a fair market value of \$1,000 or greater, Vendor will provide UPD an appraisal certificate for those individual items.

- 2. **Precious and Semi-Precious Stones** - Vendor shall inspect and provide accurate identification and description of all precious and semiprecious stones, including diamonds.

For individual Precious and Semi-Precious Stone Tangible Property included in a lot which appears to have a fair market value less than \$1,000, Vendor will provide UPD, at the time of the inspection and valuation, a documented verbal cumulative estimated fair market value for the lot.

For individual Precious and Semi-Precious Stone Tangible Property included in a lot which appears to have a fair market value of \$1,000 or greater, Vendor will provide UPD an appraisal certificate for those individual items.

- 3. **Gold, Silver, Platinum and other precious metals** - Vendor shall determine the karat of gold or fineness of silver by testing and provide a penny weight (DWT) or gram weight. Other precious metals will be identified, weighed, and tested if possible.

For all Gold, Silver, Platinum and other precious metal Tangible Property, Vendor will provide UPD, at the time of the inspection and valuation, a documented verbal cumulative estimated fair market value for the lot.

- 4. **Currency** - Vendor shall inspect and provide accurate identification and description, to include, but not be limited to, grading or condition, date, where minted, and other identifying characteristics of all types of currency, foreign and domestic.

For individual Currency Tangible Property included in a lot which appears to have a fair market value less than \$1,000, Vendor will provide UPD at the time of the inspection and valuation, a documented verbal cumulative estimated fair market value for the lot.

For individual Currency Tangible Property included in a lot which appears to have a fair market value of \$1,000 or greater, Vendor will provide UPD an appraisal certificate for those individual items.

- 5. **Miscellaneous Property** - Vendor shall inspect and provide accurate identification and description of the following items to include, but not be limited to, watches, stamp collections, knives, figurines, stock certificates, flatware, baseball cards and other sports memorabilia, autographs, and historical documents.

For individual Miscellaneous Property included in a lot which appears to have a fair market value less than \$1,000, Vendor will provide UPD, at the time of the inspection and valuation, a documented verbal cumulative estimated fair market value for the lot.

For individual Miscellaneous Tangible Property included in a lot which appears to have a fair market value of \$1,000 or greater, Vendor will provide UPD an appraisal certificate for those individual items.

At the time of inspection for any of the types of property listed above, Vendor shall acknowledge by sign the document prepared by UPD reflecting Vendor’s description and valuation of all property that does not require an appraisal certificate as outlined above.

Within 20 days of inspection, the appraisal certificate, signed by Vendor, shall be provided to UPD via e-mail. The appraisal certificate shall contain a thorough explanation of the methodologies utilized in the appraisal and a complete, written, and detailed description for each item appraised which includes the appraised value (fair market value) of the items. Descriptions, where applicable, should include the type of item, gender, metal content and type, serial numbers, manufacturing process, metal finishes, settings, measurements, shapes, weight, engraving, approximate age, condition, and manufacturer if known.

In the event that both UPD and Vendor agree in writing that it is necessary to send an item offsite for further evaluation, Vendor shall assume all liability and shall insure all property placed in its custody. Prior to taking possession of any items, Vendor shall provide written evidence that it has sufficient insurance protection, as determined by UPD, to cover any such items.

Vendor, at their expense, may consult or sub-contract with other sources, subject to UPD’s approval, when the Vendor is unable to properly identify an item or to provide an estimated value or appraisal for an item.

Vendor, as well as any consultants or sub-Contractors, shall not share with anyone any information which it gains while carrying out its services under this IFB, except with employees of the UPD, or as directed in writing by the UPD.

Vendor, members of Vendor’s immediate family or household, employees of Vendor (“employees”), and members of the employee’s immediate family or household shall not bid on or purchase any tangible property sold by or on behalf of the UPD, if Vendor inspected or evaluated the property in carrying out its services under this IFB, and if the bidder or purchaser learned of the property from Vendor. Any consultants or sub-Contractors are subject to the same restrictions outlined in this paragraph.

### 5.3 DEVIATIONS

**For Vendor Completion, if Applicable:**

The nature of all deviations from the Specifications listed herein shall be clearly described by Vendor. Otherwise, it will be considered that services offered by 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.

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## 6.0 CONTRACT ADMINISTRATION

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

### 6.1 POINTS OF CONTACT AND CUSTOMER SERVICE

Vendor shall designate and make available to the NCDST UPD a Contractual and Technical Point of Contact. Vendor shall list both a Contractual and Technical Point of Contact below. The Technical Point of Contact shall be the NCDST UPD’s point of contact for contract administration or interpretation, performance issues, scheduling, project review, and billing.

Contact by the Offeror with the persons shown below for contractual and technical matters related to this solicitation is only permitted if expressly agreed to by Elizabeth Cass, or upon award of contract.

Vendor shall provide the NCDST UPD Contract Administrator with an updated current list of contact information with telephone numbers including a business office number, emergency contact number, a cell phone number, and an email address. Vendor must respond to the below question and upload within Vendor’s response in the Sourcing Tool.

**For Vendor Completion:**

Vendor Contractual Point of Contact	Vendor Technical Point of Contact
Vendor: _____ Street Address: _____ City, State, Zip: _____ Attn: _____ Email: _____ Phone No.: _____	Vendor: _____ Street Address: _____ City, State, Zip: _____ Attn: _____ Email: _____ Phone No.: _____

Below is the State’s Contractual and Technical Point of Contact.

State Contractual Point of Contact (Contract Manager)	State Technical Point of Contact (Contract Administrator)
North Carolina Department of State Treasurer Financial Operations Division Procurement & Contracting 3200 Atlantic Avenue Raleigh, NC 27604 Attn: Elizabeth Cass Email: <a href="mailto:Elizabeth.Cass@nctreasurer.com">Elizabeth.Cass@nctreasurer.com</a> Phone No.: 919-814-3895 CC: Jessica Herrmann <a href="mailto:Jessica.Herrmann@nctreasurer.com">Jessica.Herrmann@nctreasurer.com</a>	North Carolina Department of State Treasurer Office of the State Treasurer 3200 Atlantic Avenue Raleigh, NC 27604 Attn: Cathrine Mills Email: <a href="mailto:Cathrine.Mills@nctreasurer.com">Cathrine.Mills@nctreasurer.com</a> Phone No.: 919-814-4207 CC: MaryAnne Fitzpatrick Email: <a href="mailto:MaryAnne.Fitzpatrick@nctreasurer.com">MaryAnne.Fitzpatrick@nctreasurer.com</a>

**6.2 CONTINUOUS IMPROVEMENT**

The State encourages 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.

**6.3 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. 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.

**6.4 FAITHFUL PERFORMANCE**

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of Vendor.

**6.5 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally and in a timely manner. Any claims by 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 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(s)

Pursuant to Section 6.6 Liquidated Damages in the event of a material difference between the Vendor’s appraisal certificate amount and the buyer’s appraisal certificate amount, and a dispute by the Vendor regarding the difference, the NCDST UPD shall obtain an appraisal certificate by a third-party certified appraiser. The appraisal certificate shall be obtained by the NCDST UPD and will be deemed valid and binding. Vendor shall be bound to the NCDST UPD obtained third-party appraisal certificate amount.

**6.6 LIQUIDATED DAMAGES**

The Vendor agrees that calculation of actual damages resulting from failure to meet certain performance standards outlined in Section 5.2 TASK/DELIVERABLES is extremely difficult, if not impossible, to calculate accurately, and that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the Vendor shall be subject to amounts due as liquidated damages but not as a penalty. In the event Vendor fails to provide complete, and accurate appraisal certificate(s) in accordance with Section 5.2 TASK/DELIVERABLES, liquidated



damages may be assessed pursuant to this paragraph but shall not exceed five percent (5%) of all amounts then currently payable to Vendor or two thousand five hundred dollars (\$2,500.00), whichever is greater.

In the event Vendor fails to provide timely appraisal certificate(s) in accordance with Section 5.2 TASK/DELIVERABLES the State may assess liquidated damages of up to one hundred dollars (\$100.00) per business day per appraisal certificate(s) not provided per 5.2 TASK/DELIVERABLES

Notwithstanding the foregoing, in the event that an appraisal certificate amount is determined to contain material inaccuracies that reflect negatively on the value of an item or items and a buyer demonstrates that it relied on said appraisal when bidding on the item or items, Vendor agrees that it shall reimburse the State the difference between the Vendor's appraisal certificate amount and the appraisal certificate amount deemed valid by UPD plus the cost of obtaining such appraisal.

## **6.7 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 State Contractual Point of Contact(s) (Contract Manager) listed in Section 6.1 above.

**The remainder of this page is intentionally left blank.**  
**Attachments to this IFB begin on the next page.**

**ATTACHMENT A: PRICING**

This is an Agency Specific Term Contract as such the NCDST UPD does not guarantee any maximum or minimum usage. However, the NCDST UPD has provided a Quantity of Annual Estimated Usage in the below tables **for evaluation purposes only**.

This Contract will be evaluated based on Extended Cost (Quantity of Annual Estimated Usage multiplied by Unit Cost) in the tables below.

This Contract will be awarded based on the Unit Cost (Per Hour on Site and Per Appraisal Certificate), not on the Extended Cost.

Vendor may provide pricing for either **or** both Jewelry, Stones, and Precious Metals Appraisal Services, and Currency and Miscellaneous Property Appraisal Services. Failure to provide costs for at least one will result in rejection of the bid response as non-responsive.

**For Appraisal Services of Jewelry, Stones, and Precious Metals:**

- Complete Tables One (representing contract term year one through three).
- Complete Table Three (representing optional contract term year four).
- Complete Table Five (representing optional contract term year five), where indicated.

**For Appraisal Services of Currency and Miscellaneous Property:**

- Complete Table Two (representing contract term year one through three).
- Complete Table Four (representing optional contract term year four).
- Complete Table Six (representing optional contract term year five), where indicated.

Please note that Vendor pricing within each table must include BOTH the cost per hour onsite and the cost per appraisal certificate. Failure to provide both of these costs within the specified tables will result in the rejection of the bid response as non-responsive.

**Table One: Jewelry, Stones, and Precious Metals Appraisal Services for contract term year one through three.**

Item #	Description of Cost Types	QTY of Annual Estimated Usage (For Evaluation Purposes Only)	Unit Cost	Extended Cost (QTY of Annual Estimated Usage X Unit Cost)
1	Cost Per Hour Onsite:  For Individual Tangible Property consisting of Jewelry, and Stones that are included in a lot which appear to have a <b>fair market value less than \$1,000</b> and for lots consisting of gold, silver, platinum, and other precious metals, at the time of the inspection and valuation, Vendor will provide UPD with a documented verbal cumulative estimated fair market value.	72	\$ _____ Per Hour Onsite	\$ _____
2	Cost Per Appraisal Certificate:  For Individual Tangible Property consisting of Jewelry, and Stones that are included in a lot which appear to have a <b>fair market value of \$1,000 or greater</b> , except for lots consisting of gold, silver, platinum and other precious	30	\$ _____ Per Appraisal Certificate	\$ _____

	metals, Vendor will provide UPD, within twenty (20) business days of the inspection and valuation, an appraisal certificate signed by Vendor detailing the description of the property as required in the IFB and fair market value for those individual items.			
Total Extended Cost (Annual)				\$ _____
Total Extended Cost (Annual X 3)				\$ _____

**Table Two: Currency and Miscellaneous Property Appraisal Services for contract term year one through three.**

Item #	Description of Cost Types	QTY of Annual Estimated Usage (For Evaluation Purposes Only)	Unit Cost	Extended Cost (QTY of Annual Estimated Usage X Unit Cost)
1	<p>Cost Per Hour Onsite:</p> <p>For individual Tangible Property items consisting of Currency and Miscellaneous Property that are included in a lot which appear to have a <b>fair market value less than \$1,000</b>, at the time of the inspection and valuation, Vendor will provide UPD with a documented verbal cumulative estimated fair market value.</p>	144	\$ _____ Per Hour Onsite	\$ _____
2	<p>Cost Per Appraisal Certificate:</p> <p>For individual Tangible Property items consisting of Currency and Miscellaneous Property that are included in a lot which appear to have a <b>fair market value of \$1,000 or greater</b>, Vendor will provide UPD, within twenty (20) business days of the inspection and valuation, an appraisal certificate signed by Vendor detailing the description of the property as required in the IFB and fair market value for those individual items.</p>	60	\$ _____ Per Appraisal Certificate	\$ _____
Total Extended Cost (Annual)				\$ _____
Total Extended Cost (Annual X 3)				\$ _____

**Optional Contract Term Year Cost Tables (Optional Year Four and Year Five):** Table Three and Table Five represent optional contract term year costs for the Appraisal Services of Jewelry, Stones, and Precious Metals. Table Four and Table Six represent optional contract term year costs for the Appraisal Services of Currency and Miscellaneous Property.

**Table Three: Jewelry, Stones, and Precious Metals Appraisal Services for optional contract term year four.**

Item #	Description of Cost Types	QTY of Annual Estimated Usage (For Evaluation Purposes Only)	Unit Cost	Extended Cost (QTY of Annual Estimated Usage X Unit Cost)
1	<p>Cost Per Hour Onsite:</p> <p>For Individual Tangible Property consisting of Jewelry, and Stones that are included in a lot which appear to have a <b>fair market value less than \$1,000</b> and for lots consisting of gold, silver, platinum, and other precious metals, at the time of the inspection and valuation, Vendor will provide UPD with a documented verbal cumulative estimated fair market value.</p>	48	\$ _____ Per Hour Onsite	\$ _____
2	<p>Cost Per Appraisal Certificate:</p> <p>For Individual Tangible Property consisting of Jewelry, and Stones that are included in a lot which appear to have a <b>fair market value of \$1,000 or greater</b>, except for lots consisting of gold, silver, platinum and other precious metals, Vendor will provide UPD, within twenty (20) business days of the inspection and valuation, an appraisal certificate signed by Vendor detailing the description of the property as required in the IFB and fair market value for those individual items.</p>	20	\$ _____ Per Appraisal Certificate	\$ _____
Total Extended Cost				\$ _____

**Table Four: Currency and Miscellaneous Property Appraisal Services for optional contract term year four.**

Item #	Description of Cost Types	QTY of Annual Estimated Usage (For Evaluation Purposes Only)	Unit Cost	Extended Cost (QTY of Annual Estimated Usage X Unit Cost)
1	<p>Cost Per Hour Onsite:</p> <p>For individual Tangible Property items consisting of Currency and Miscellaneous Property that are included in a lot which appear to have a <b>fair market value less than \$1,000</b>, at the time of the inspection and valuation, Vendor will provide UPD with a documented verbal cumulative estimated fair market value.</p>	90	\$ _____ Per Hour Onsite	\$ _____

2	<p>Cost Per Appraisal Certificate:</p> <p>For individual Tangible Property items consisting of Currency and Miscellaneous Property that are included in a lot which appear to have a <b>fair market value of \$1,000 or greater</b>, Vendor will provide UPD, within twenty (20) business days of the inspection and valuation, an appraisal certificate signed by Vendor detailing the description of the property as required in the IFB and fair market value for those individual items.</p>	37	\$ _____ Per Appraisal Certificate	\$ _____
Total Extended Cost				\$ _____

**Table Five: Jewelry, Stones, and Precious Metals Appraisal Services for optional contract term year five.**

Item #	Description of Cost Types	QTY of Annual Estimated Usage (For Evaluation Purposes Only)	Unit Cost	Extended Cost (QTY of Annual Estimated Usage X Unit Cost)
1	<p>Cost Per Hour Onsite:</p> <p>For Individual Tangible Property consisting of Jewelry, and Stones that are included in a lot which appear to have a <b>fair market value less than \$1,000</b> and for lots consisting of gold, silver, platinum, and other precious metals, at the time of the inspection and valuation, Vendor will provide UPD with a documented verbal cumulative estimated fair market value.</p>	48	\$ _____ Per Hour Onsite	\$ _____
2	<p>Cost Per Appraisal Certificate:</p> <p>For Individual Tangible Property consisting of Jewelry, and Stones that are included in a lot which appear to have a <b>fair market value of \$1,000 or greater</b>, except for lots consisting of gold, silver, platinum and other precious metals, Vendor will provide UPD, within twenty (20) business days of the inspection and valuation, an appraisal certificate signed by Vendor detailing the description of the property as required in the IFB and fair market value for those individual items.</p>	20	\$ _____ Per Appraisal Certificate	\$ _____
Total Extended Cost				\$ _____

**Table Six: Currency and Miscellaneous Property Appraisal Services for optional contract term year five.**

Item #	Description of Cost Types	QTY of Annual Estimated Usage (For Evaluation Purposes Only)	Unit Cost	Extended Cost (QTY of Annual Estimated Usage X Unit Cost)
1	<p>Cost Per Hour Onsite:</p> <p>For individual Tangible Property items consisting of Currency and Miscellaneous Property that are included in a lot which appear to have a <b>fair market value less than \$1,000</b>, at the time of the inspection and valuation, Vendor will provide UPD with a documented verbal cumulative estimated fair market value.</p>	90	<p>\$ _____</p> <p>Per Hour Onsite</p>	<p>\$ _____</p>
2	<p>Cost Per Appraisal Certificate:</p> <p>For individual Tangible Property items consisting of Currency and Miscellaneous Property that are included in a lot which appear to have a <b>fair market value of \$1,000 or greater</b>, Vendor will provide UPD, within twenty (20) business days of the inspection and valuation, an appraisal certificate signed by Vendor detailing the description of the property as required in the IFB and fair market value for those individual items.</p>	37	<p>\$ _____</p> <p>Per Appraisal Certificate</p>	<p>\$ _____</p>
Total Extended Cost				<p>\$ _____</p>

**ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS**

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**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. 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.

**V. 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 it 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 to 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](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**

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**1. PERFORMANCE:**

- a) It is anticipated that the tasks and duties undertaken by 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, any deliverables 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 licensors made accessible or furnished to the State shall be and remain the property of 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 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 remedy defective 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 as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance 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 contracts the general reputation, performance and performance capabilities of 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 Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold Vendor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by Vendor under the Contract, or upon Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against Vendor, the State may immediately cease doing business with Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar Vendor from 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 written notice to Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by 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 Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall 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 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 applicable law. 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 from the State to Vendor. In that event, any or all finished or unfinished deliverables prepared by 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 Vendors 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, 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) Contracts 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 INSTRUCTIONS TO VENDORS 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 Vendor to notify the State Contract Lead or 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 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 Contracts with Vendors if 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 Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document 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 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 Contracts.*

- a) 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.

*Contracts 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) 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. 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. 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) Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of 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) 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) 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) 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) 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 Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts 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) 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. 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, Vendor may request the United States to enter into such litigation to protect the interests of the United States.
- k) 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 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) Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors 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) 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 Contracts and federally assisted construction contracts 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 Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, 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 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 Vendor under the Contract. Payment by some agencies may be made by procurement card. If 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 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, 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, 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 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) 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 Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. 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 Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
  - 2. That 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 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 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 retentions period, whichever is later.

**14. ASSIGNMENT OR DELEGATION OF DUTIES:**

- a) As a convenience to Vendor, the State may include any person or entity designated by Vendor in writing as a joint payee on Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than Vendor.
- b) If Vendor requests any assignment, or delegation of duties, 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 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 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 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. 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 Vendor shall not be interpreted as limiting 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, 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, 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 NCAC 05A.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 Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**
  - i. **Worker's Compensation** - 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, 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 Contracts valued in excess of \$1,000,000.00 the following limits shall apply:**
  - i. **Worker's Compensation** - 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, 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) 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 Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of Vendor, provided that Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b) 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) 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, 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 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. 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 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 Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to 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 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 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 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 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. Vendors are notified that if the confidentiality of material is challenged by other parties, 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 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 Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. 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.

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 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 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 Vendor, employees of Vendor, subcontractors of 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 responses 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 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 subcontracts, 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 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, 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 may be 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) 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 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. *SubContracts.* Vendor or subcontractor shall insert in any subcontracts 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 subcontracts. 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. 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. 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. 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. 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. 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. 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, Vendor is required to verify that none of 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. 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 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. 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. 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, Vendors 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, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of “Certification for Contracts, 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, 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. 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. 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 Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. 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. 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 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. 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**," Vendor shall not use the seal(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 Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> 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 VENDOR 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.

Vendor shall respond to questions below, as applicable.

**For Vendor Completion (Part I and Part II):**

**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

**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](mailto:huboffice.doa@doa.nc.gov)

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

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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.

**For Vendor Completion, 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 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?**

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**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 Vendor, employees of Vendor, subcontractors of 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 F: CERTIFICATION OF FINANCIAL CONDITION**

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**For Vendor Completion:**

Vendor must check all applicable boxes below:

- 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.)
- Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- 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 Vendor.

**For Vendor Completion:**

**If any one or more of the above 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.**



The undersigned hereby certifies that the representations above is correct for the Certification for Financial Condition of the Vendor. Further, Vendor certifies this is a continuing certification and Vendor shall notify the NCDST within 30 days of any material change to any of the representations made herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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