STATE OF NORTH CAROLINA

Department of Environmental Quality

Request for Proposal #: 16-7842-TR

North Carolina Department of Environmental Quality
Division of Waste Management
Laboratory Analysis Services

Date of Issue: October 29, 2019

Proposal Opening Date: December 2, 2019
At 3:00 PM ET

Direct all inquiries concerning this RFP to:
Traci Rains
Procurement Specialist II
Email: traci.rains@ncdenr.gov
STATE OF NORTH CAROLINA

Request for Proposal #

16-7842-TR

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

ID Number:

Federal ID Number or Social Security Number

Vendor Name

Sealed, mailed responses ONLY will be accepted for this solicitation.
**STATE OF NORTH CAROLINA**  
*Department of Environmental Quality*

Refer **ALL** Inquiries regarding this RFP to:  
**Traci Rains**  
traci.rains@ncdenr.gov

**Request for Proposal # 16-7842-TR**

Proposals will be publicly opened: December 2, 2019 at 3:00 PM Eastern Time

**Contract Type:** Open Market  
**Using Agency:** Division of Waste Management

**Commodity No. and Description:** 926-40 Ecological Services  
**Requisition No.:** RQ22260262

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**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, 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 RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it **WILL BE REJECTED.**

Late proposals cannot be accepted.

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**COMPLETE/FORMAL NAME OF VENDOR:**

<table>
<thead>
<tr>
<th>STREET ADDRESS</th>
<th>P.O. BOX</th>
<th>ZIP</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CITY &amp; STATE &amp; ZIP</th>
<th>TELEPHONE NUMBER</th>
<th>TOLL FREE TEL. NO</th>
</tr>
</thead>
</table>

**PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):**

**PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:**  
**FAX NUMBER:**

**VENDOR’S AUTHORIZED SIGNATURE**:  
**DATE**:  
**EMAIL:**

*If submitting an electronic response Vendor has two options: 1) Vendor may apply a wet signature, scan, and then upload this attestation page as an attachment for submission through NC BIDS; or 2) Vendor may apply a digital/electronic signature in the designated box, scan, and then upload as an attachment along with its proposal*

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: ________ days.

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**ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the **Department of Environmental Quality** shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

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**FOR STATE USE ONLY: Offer accept and Contract awarded this_______day of________, 20____, as indicated on the attached certification, by ________________________________

(Authorized Representative of the Department of Environmental Quality)
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ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION
1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Environmental Quality, Division of Waste Management requires laboratory services to provide general and specific laboratory analysis for potentially contaminated media (including analysis for potentially contaminated groundwater) throughout the State of North Carolina in support of the Solid Waste, Hazardous Waste, Underground Storage Tank and Superfund Sections.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 RESERVED E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina’s Statewide E-Procurement Services. It is the Vendor’s responsibility to read these terms and conditions carefully and to consider them in preparing its proposal. By execution of this RFP, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions, the State’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor’s proposal under the terms and conditions of this RFP.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the State’s election.
2.4 RFP SCHEDULE

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Responsibility</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>State</td>
<td>October 29, 2019</td>
</tr>
<tr>
<td>Submit Written Questions</td>
<td>Vendor</td>
<td>November 5, 2019 at 3:00 PM Eastern Time</td>
</tr>
<tr>
<td>Urged and Cautioned Pre-Proposal Conference</td>
<td>State</td>
<td>November 14, 2019 at 3:30 - 4:30 PM</td>
</tr>
<tr>
<td>Submit Proposals</td>
<td>Vendor</td>
<td>December 2, 2019 at 3:00 PM Eastern Time</td>
</tr>
<tr>
<td>Contract Award</td>
<td>State</td>
<td>TBD</td>
</tr>
<tr>
<td>Contract Effective Date</td>
<td>State</td>
<td>January 22, 2020</td>
</tr>
</tbody>
</table>

URGED AND CAUTIONED PRE-PROPOSAL CONFERENCE

Urged and Cautioned Pre-Proposal Conference

Date: November 14, 2019
Time: 3:30 – 4:30 PM Eastern Time
Contract #: Division of Waste Management Receptionist at (919) 707-8200 for directions to the Urged and Cautioned Pre-Proposal Conference

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. A non-mandatory site visit is scheduled for 3:30 PM Eastern Time at 217 West Jones Street, Raleigh NC 27603, Unite Room 1107-I Center. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this proposal. **Note: Upon entering this Pre-Proposal Conference building location, Vendors will be required to sign-in, present a photo identification and receive a DEQ Visitor Sticker. Please allow sufficient time to complete this process. There will be a separate sign-in/sign-out sheet for the Pre-Proposal Conference. All attendees must be signed in on the Pre-Proposal Conference sign-in sheet by 3:30 PM Eastern Time.**

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in the Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to traci.rains@ncdenr.gov by the date and time specified above. Vendors should enter “RFP # 16-7842-TR: Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Vendor Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Section, Page Number</td>
<td>Vendor question …?</td>
</tr>
</tbody>
</table>

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP.
2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor’s sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal submitted after the proposal deadline will be rejected.

By Mail

<table>
<thead>
<tr>
<th>Mailing address for delivery of proposal via US Postal Service</th>
<th>Office Address of delivery by any other method (special delivery, overnight, or any other carrier).</th>
</tr>
</thead>
</table>
| PROPOSAL NUMBER: 16-7842-TR  
NCDEQ FINANCIAL SERVICES DIVISION  
PURCHASING AND CONTRACTS SECTION  
ATTN: TRACI RAINS  
1606 MAIL SERVICE CENTER  
RALEIGH NC 27699-1606 | PROPOSAL NUMBER: 16-7842-TR  
NCDEQ FINANCIAL SERVICES DIVISION  
PURCHASING AND CONTRACTS SECTION  
ATTN: TRACI RAINS  
217 WEST JONES STREET, ROOM 5422L  
RALEIGH NC 27603 |

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. Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.

a) Submit two (2) signed, original executed proposal responses, one (1) photocopy and one (1) redacted (Proprietary and Confidential Information Excluded) (if applicable) copy of your proposal simultaneously to the address identified in the table above.

b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor’s proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State’s IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the State’s election.

2.7 PROPOSAL CONTENTS

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

a) Cover Letter

b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.

c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
d) Completed version of ATTACHMENT A: PRICING

e) ATTACHMENT B: INSTRUCTIONS TO VENDORS

f) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

g) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

h) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

i) Completed and signed version of ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.

b) **BUYER**: The employee of the State or Other Eligible Entity that places an order with the Vendor. In the context of this particular Proposal and any resulting contract, Buyer shall mean the North Carolina Department of Environmental Quality.

c) **CONTRACT ADMINISTRATOR**: Representative of the North Carolina Department of Environmental Quality who will administer the contract for the State after award.

d) **CONTRACT LEAD**: Representative of the North Carolina Department of Environmental Quality, Financial Services Division who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State.

e) **DEPARTMENT OR DEQ**: The North Carolina Department of Environmental Quality

f) **DIVISION OR DWM**: The North Carolina Department of Environmental Quality, Division of Waste Management.

g) **EDD OR ELECTRONIC DATA DELIVERABLE**: A standardized electronic format reported directly from a laboratory’s information management system.

h) **EQUIS**: An environmental data management and decision support system software.

i) **E-PROCUREMENT SERVICE(S)**: The program, system, and associated Services through which the State conducts electronic procurement.

j) **NC BIDS**: The North Carolina Business Invitation Delivery System provides vendors the opportunity to submit bid responses electronically.

k) **ON-TIME DELIVERY**: The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

l) **QUALIFIED PROPOSAL**: A responsive proposal submitted by a responsible Vendor.

m) **RFP**: Request for Proposal

n) **SERVICES or SERVICE DELIVERABLES**: The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.

o) **STATE**: The State of North Carolina, including any of its sub-units recognized under North Carolina law.

p) **STATE AGENCY**: Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

q) **VENDOR**: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.
3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

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

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 under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State’s discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the 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 and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

The State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this RFP.

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

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.
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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

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.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to the State:

Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff and cost. The initial evaluation process will include analysis of all required submittals, and all responses to meet requirements in this process. Proposals that do not meet requirements in the initial evaluation process will no longer be considered. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, 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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. 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 proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on January 22, 2020 (the “Effective Date”). The Vendor shall begin work under the Contract within one (1) business day of the Effective Date.

At the end of the Contract’s current term, the State shall have the option, in its sole discretion, to renew the Contract term with the same terms and conditions for a period of up to 180 days in 90-day or less increments. The State will give the Vendor written notice of its intent whether to exercise each option no later than ten (10) days before the end of the Contract’s then-current term.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

4.3 INVOICES

a) The Vendor must submit invoice within fifteen (15) calendar days following the analysis.

b) Invoices must be submitted to the Contract Administrator in hard copy on the Contractor’s official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.

c) Invoices must 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 accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor’s project manager.

4.4 PAYMENT TERMS

a) Payment for services will be made within 30 days after receipt and approval of invoice(s) from the Contractor documenting the costs incurred in the performance of work under the contract.

b) Invoices are to be submitted to the Contract Administrator within fifteen (15) calendar days following the analysis.

c) Final invoice must be received by the Department within 45 days after the end of the contract period.

d) Amended or corrected invoices must be received by the Department’s Office of the Controller within six months after the end of the contract period.

e) Invoice(s) received from the Contractor after six months of the end of the contract period will be returned without action.
4.5 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: 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, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.6 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The State shall contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal. The North Carolina Department of Environmental Quality Division of Waste Management must not be one of the references provided.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTACT NAME</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

4.7 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Administrator. Vendor shall notify the Contract Administrator 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.

4.8 VENDOR’S REPRESENTATIONS

a) 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 agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. 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).

b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor’s proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

c) Vendor warrants that it has the financial capacity to perform and to continue 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.

5.0 SCOPE OF WORK

5.1 GENERAL

The Division of Waste Management (DWM) Hazardous Waste/Solid Waste/Superfund/Underground Storage Tank programs require laboratory services to support assessment and remediation activities at sites throughout the state.

Responding Offerors must include a cost for each analysis listed on the Cost Proposal pages and address the items in the Scope of Work as they appear in the Scope of Work. The Division of Waste Management will consider the costs listed on the Cost Proposal as a confirmed cost. These costs will be considered in the evaluation process.

5.2 TASKS/DELIVERABLES

Training for DWM Staff

a) Laboratory staff will provide one 4-hour training session within two months of contract.

b) Required Training Topics:

1. Explain laboratory sample bottle ordering, Chain of Custody Form, packing/shipping procedures.

2. Review the selection of sampling containers, use of preservatives, and required amount of sample per requested analysis.

3. Explain and review benefits of Field Quality Controls (MS, MSD, spiking, trip/field blanks).

4. Procedures DWM staff can use to ensure/improve data quality.

5. Review analysis results and Laboratory Quality Codes.

6. Explain procedures for handling unknown/highly elevated samples (i.e. hazardous waste).

7. Provide hands-on examples with any containers or other necessary equipment.

8. Other topics to be determined by lab and DWM staff.

c) Training will take place at DEQ Headquarters, Raleigh NC – Green Square Training Room at an agreed date and time.

d) Each Participant (upon request) shall be provided a “Certificate of Attendance” with contact hours.

e) Awarded Laboratory may be requested to provide additional training sessions for a fee.

The services that will be required are outlined as follows:

Chemical Analyses of Soil Samples consisting of the following: a. EPA SW-846 methods 5035-8260 and 8270;

b. RCRA and Hazardous Substance Metals: EPA 3050 or 3051 sample preparation;

c. TCLP procedure for RCRA constituents (Method 1311) and SLP procedure for metals and organics (Method 1312);

d. Physical soil parameters (organic matter content, total organic carbon, soil moisture content, grain size, etc.);

e. Total Petroleum Hydrocarbons (TPH): 5030, 3550, 9071 and MADEP VPH & EPH methods per NCAC 2H.0800;

f. Other analyses and sample preparation procedures as needed and requested on a case by case basis.
Chemical Analyses of **Water** Samples consisting of the following:

a. EPA SW-846 methods 8260 and 8270;

b. Metals/inorganics, including (but not limited to) RCRA Metals and Hazardous Substance Metals, sulfate, nitrate, nitrite, methane, phosphate, ammonia nitrogen, total organic nitrogen, alkalinity, manganese, magnesium, hardness, total dissolved solids, total suspended solids and isotope analysis, BOD, COD CO2;

c. Total Petroleum Hydrocarbons (TPH): 5030, Volatile Organics Standard Methods 6200B, and MADEP VPH & EPH methods per NCAC 2H .0800;

d. Method 1664;

e. Other analyses as needed and requested on a case-by-case basis.

Chemical Analyses of **Waste** Samples consisting of the following:

a. TCLP procedure for RCRA constituents (Method 1311);

b. RCRA Metals: EPA 3050 or 3051 sample preparation;

c. EPA SW-846 methods 5035/8260 and 8270.

d. EPA SW-846 methods 8081 and 8151

e. Ignitability: EPA SW-846 methods 1010 and 1020

f. Other analyses as needed and requested on a case-by-case basis.

**By special request only, the awarded Vendor will prepare and send Interpretative reports** of gas chromatogram printouts: identification of fuel product types, fresh and weathered (a.k.a. "chemical fingerprinting").

The Awarded Vendor will provide sample collection containers to the Division of Waste Management. This process will be handled by a Division of Waste Management staff member sending email to an address(es) identified by the Vendor, advising that certain and specific sampling will be conducted. The Awarded Vendor will ship containers required for the identified sampling within (1) business day for overnight delivery to a location that will be identified by the Division of Waste Management staff member making the request. Approximately six (6) Division of Waste Management staff members will have authority to contact the Awarded Vendor.

**Analytical reports are to include at least the following:**

1. NC DWQ Certified Laboratory name, address, certification number, contact and phone number;
2. Client/Facility name & address;
3. Date of report preparation;
4. Chain-of-Custody form including:
   a) A description of each sample (including QA/QC samples) and the number of containers (sample location and identification);
   b) Signature of the sampler;
   c) Date and time of sample collection;
   d) Analytical method to be performed;
   e) Sample type (i.e., water, soil or waste);
   f) Regulatory agency (i.e., NCDEQ/DWM);
   g) Signatures of all persons relinquishing and receiving custody of the samples; and dates and times of custody transfers.

5. Case narrative (written on laboratory letterhead and signed by the laboratory supervisor or his/her designee): The case narrative must consist of the following information:
   a) Whether holding times were met or exceeded;
b) Whether samples were received in good condition and at the required temperature/preservation;
c) Discussion of possible reasons for any quality control criteria outside acceptance limits;
d) Justification for any deviation from the methods, additional sample preparation, sample dilution, and analytical problems not rectified;
e) Observations regarding any occurrences that may affect sample integrity or data quality.

6. Summary of Analytical Results including:
   a) Client’s sample identification and the corresponding laboratory identification;
b) Sample matrix (soil, water, waste, etc.);
c) Dates of and methods of analysis, preparation and/or extraction;
d) Weight or volume of sample used for analysis/extraction/digestion;
e) Dilution or concentration factor for the samples;
f) Percentage of moisture in the soil samples;
g) Definitions of any data qualifiers;
h) Method Detection Limits and practical quantitation limits. Define the MDLs and PQLs which are reported (i.e. how they were derived);
i) Estimated values where the constituent was detected at or above the MDL but below the PQL;
j) Analytical results with units of measure;
k) Signature of Laboratory Supervisor.

7. Summary of QA/QC Results including:
a) Method Blank results and field or trip blank results, if applicable;
b) Surrogate recoveries, percent recoveries and control limits with name and concentration of each surrogate added;
c) Laboratory QC Check sample results, percent recoveries and control limits with name and concentration of each spiking compound;
d) Laboratory duplicate results with relative percent difference and control limits;
e) Batch matrix spike/matrix spike duplicate results, percent recoveries, relative percent difference and control limits with name and concentration of each spiking compound.

**Electronic Data Deliverables:**

a) All analytical reports must be submitted in PDF format AND as a digital electronic data deliverable (EDD).
b) This EDD must be provided in the NCDEQ EQuIS EDD format found at this link: https://earthsoft.com/products/edp/ncdeq-eqp-format/.
c) The Awarded Vendor must use the provided EQuIS Data Processor – Standalone (EDP) software to check the EDD for correctness and adherence to NC DEQ’s data submittal standards prior to submitting data via direct upload or email.

EQUIS: An environmental data management and decision support system software.

EDD OR ELECTRONIC DATA DELIVERABLE: a standardized electronic format reported directly from a laboratory’s information management system.

**5.3 VENDOR REQUIREMENTS**

a) Offerors must be a North Carolina Division of Water Resources Certified Laboratory. Offerors must be certified for the methods within this scope of work for which certification is available or have a subcontract laboratory that meets the requirements listed below in item B. A copy of the current certification including the certificate attachment must be included in your bid response. Offeror must provide information that illustrates its ability to handle quick turnaround samples received on any given day. For example, emergency samples may be
collected at any time. This could be as few as four (4) or as many as fifty (50) or more samples depending on the size of the event.

b) Subcontractors: The Division of Waste Management prefers that subcontractors not be used. However, if subcontractors will be utilized due to occasional instrument down time, or for methods which the laboratory does not perform, please indicate in the bid response which analysis (es) will be sent to subcontractors if known. The subcontracting laboratory must be certified by the North Carolina Division of Water Resources Laboratory Certification Program for methods for which certification is available. Offerors that know it will use subcontractors when preparing the response to this bid must provide a copy of the subcontracting lab’s current certification with certificate attachment. If, during the contract term, the Awarded Vendor determines that it must use a subcontracting lab, and a copy of the specific subcontracting laboratory’s certification has not been provided, then a copy of the subcontracting lab’s current certification and certificate attachment must be provided to the Division of Waste Management prior to any laboratory analysis services being performed. Copies of the analytical reports generated by the subcontracting lab must be submitted directly to the Division of Waste Management.

c) Program Management: Offerors must provide an organizational chart with a program management narrative.

5.4 ACCEPTANCE OF WORK

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

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

<table>
<thead>
<tr>
<th>Vendor’s Project Manager</th>
<th>DEQ’s Contract Administrator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name: Vince Antrilli</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Sr. Environmental Specialist</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Telephone Number: (919) 707-8353</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Email Address: <a href="mailto:vincent.antrilli@ncdenr.gov">vincent.antrilli@ncdenr.gov</a></td>
</tr>
</tbody>
</table>

6.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State’s Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall 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. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 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.
ATTACHMENT A: PRICING

COST PROPOSAL

SCHEDULE OF CHARGES

PROVIDE A CHARGE FOR EACH ANALYSIS; NO SUBSTITUTIONS ALLOWED

Proposed analytical rates shall constitute the total cost to DWM for complete performance in accordance with the requirements and specifications hereto, including providing pre-cleaned sample containers with appropriate preservatives, coolers for transport of samples to the vendor, all packing materials and all applicable charges for shipping and handling for transit of empty bottles to DWM and to the Vendor for analysis. Pricing shall also include any charges for the infrequent return of empty coolers to the Vendor. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

The UNIT COST for standard turnaround time must be in US Dollars.

***ACCELERATED TURNAROUND TIME MULTIPLIERS: If any sample submitted for analysis is needed within the identified time frame below, place a percentage you will charge greater than the Unit Cost.

24- HOUR ________, 48 – HOUR ____________, 72 - HOUR ________

***These values will not be used in the final bid calculation. ***

CALCULATION OF FINAL BIDS: Final bids will be calculated by adding together the unit costs of all analytical methods, adjusted by the multipliers in the table below.

*Hazardous Substance Metals - Sb, As, Be, Cd, Cr, Cu, Pb, Mn, Hg, Ni, Se, Ag, Ti, Zn

RCRA Metals - As, Ba, Cd, Cr, Pb, Hg, Se, Ag
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<tr>
<th>ANALYSIS</th>
<th>UNIT COST</th>
<th>Multiplier</th>
<th>Extended Cost</th>
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<td>$</td>
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<tr>
<td>SW-846 8270 (Base Neutral and Acid Extractables)</td>
<td>$</td>
<td>8</td>
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<td>SW-846 8270 (Base Neutral and Acid Extractables with 10 Largest Non-Target Peaks)</td>
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<td>SW-846 8260 SIM modified to include 1,4-dioxane</td>
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<td>SW-846 8081 Organochlorine Pesticides</td>
<td>$</td>
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<td>$</td>
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<tr>
<td>SW-846 8082 Polychlorinated Biphenyls</td>
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<td>SW-846 8151 Acid Herbicides</td>
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<td>Total Arsenic* SW-846 6020</td>
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<td>$</td>
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<td>Standard Methods 6200B (including chromatograms for samples and blanks)</td>
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<td>EPA 625 (Base Neutral Extractables Only)</td>
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<td>EPA 625 (Base Neutral Extractables Only with 10 Largest Non-Target Peaks)</td>
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<td>SW–846 8270 (Base Neutral and Acid Extractables)</td>
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<tr>
<td>SW–846 8082 Polychlorinated Biphenyls</td>
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<td>$</td>
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</tr>
<tr>
<td>SW–846 8151 Acid Herbicides</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Total 8 RCRA Metals</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>Total 14 Hazardous Substance Metals*</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Antimony* SW–846 6020</td>
<td>$</td>
<td>$</td>
<td></td>
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<tr>
<td>Total Arsenic* SW–846 6020</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Total Barium SW–846 6020</td>
<td>$</td>
<td>$</td>
<td></td>
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<tr>
<td>Total Beryllium* SW–846 6020</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>Total Cadmium* SW–846 6020</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Chromium* SW–846 6020</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Copper* SW–846 6020</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Total Lead* SW–846 6020</td>
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<td>Total Manganese* SW–846 6020</td>
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<tr>
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<td>Total Silver* SW–846 6020</td>
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<td>Total Thallium* SW–846 6020</td>
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<td>Total Zinc* SW–846 6020</td>
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<td>Total Cobalt SW–846 6020</td>
<td>$</td>
<td>$</td>
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<td>Total Vanadium SW–846 6020</td>
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<td>Hexavalent Chromium SW–846 7199</td>
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<td>Total Organic Carbon (TOC)</td>
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<tr>
<td>EPA 5030/8015B GRO</td>
<td>$</td>
<td>$</td>
<td></td>
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<td>EPA 5050/8015B DRO</td>
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<td>$</td>
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<tr>
<td><strong>EPA METHOD 9071B (HEM) N-Hexane extractable material</strong></td>
<td>$</td>
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<tr>
<td>MADEP VPH</td>
<td>$</td>
<td>$</td>
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<td>MADEP EPH</td>
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<td>Ammonia Nitrogen</td>
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<tr>
<td>Formaldehyde</td>
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<tr>
<td>Methanol</td>
<td>$</td>
<td>$</td>
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<tr>
<td>TCLP 1311 Extraction &amp; analysis of 8 RCRA Metals</td>
<td>$</td>
<td>$</td>
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<tr>
<td>TCLP 1311 Extraction &amp; analysis of 14 Haz Substance Metals *</td>
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<tr>
<td>TCLP 1311 Extraction &amp; analysis by SW-846 8260 Volatile Organics</td>
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<tr>
<td>SPLP 1312 Extraction and analysis of 8 RCRA Metals</td>
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<td>SPLP 1312 Extraction and analysis of 14 Haz Substance Metals*</td>
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<td>SPLP 1312 Extraction and analysis by SW-846 8260 Volatile Organics</td>
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<td>SPLP 1312 Extraction and analysis by SW-846 8270 Semi-Volatile Organics</td>
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<td>EPA 8330B Explosives &amp; Propellants (HPLC)</td>
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<td>EPA 3550/8015B DRO and EPA 5030/8015B GRO</td>
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<td>ANALYSIS</td>
<td>UNIT COST</td>
<td>Multiplier</td>
<td>Extended Cost</td>
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<td>Soil Analyses for Disposal/Treatment Purposes</td>
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<td>EPA 5030/8260 (methanol extracts compositied by lab)</td>
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<td>EPA 8270 Base Neutral &amp; Acid Extractables (composite sample)</td>
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<td>TOX (composite sample)</td>
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<td>SW-846 8015 Methanol (composite sample)</td>
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<td>TCLP Method 1311 Extraction (composite sample)</td>
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<td>MEP Method 1320 Extraction (composite sample)</td>
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<td>$</td>
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<td>TCLP 1311 Extraction &amp; analysis of RCRA Volatile Organics by SW-846 8260</td>
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<td>TCLP 1311 Extraction &amp; analysis of RCRA Semi-Volatile Organics by SW-846 8270</td>
<td>$</td>
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<td>TCLP 1311 Extraction &amp; analysis of RCRA Pesticides by SW-846 8081</td>
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<td>EPA 1010A Ignitability</td>
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<td>EPA 1020B Ignitability</td>
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<td>EPA 9040C Corrosivity</td>
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<td>EPA 1110A Corrosivity</td>
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<td>EPA 9095 Paint Filter Liquids Test</td>
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<td>Natural Attenuation Analyses (Water)</td>
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<td>TOTAL PHOSPHATE</td>
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<td>NITRATE + NITRITE NITROGEN</td>
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<td>1</td>
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<tr>
<td>NITRATE NITROGEN</td>
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<tr>
<td>NITRITE NITROGEN</td>
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<tr>
<td>TOTAL ORGANIC NITROGEN</td>
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<tr>
<td>IRON (total or ferrous)</td>
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<td>ALKALINITY</td>
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<td>SULFATE</td>
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<td>MAXIMUM DISSOLVED METHANE</td>
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<tr>
<td>Dissolved Hydrogen</td>
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<td>Dissolved Ethene/Ethane</td>
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<tr>
<td>Volatile Fatty Acids</td>
<td>$</td>
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</tr>
<tr>
<td>CO2</td>
<td>$</td>
<td>1</td>
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<tr>
<td>ANALYSIS</td>
<td>UNIT COST for standard turnaround time of ten (10) days</td>
<td>Multiplier</td>
<td>Extended Cost</td>
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<td>Monitoring parameters related to discharge &amp; non-discharge permits (water)</td>
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<tr>
<td>BOD (lab only)</td>
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<td>1</td>
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<tr>
<td>COD (lab only)</td>
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<td>1</td>
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</tr>
<tr>
<td>CO2 (lab only)</td>
<td>$</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>NITRATE + NITRITE (lab only)</td>
<td>$</td>
<td>1</td>
<td>$</td>
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<tr>
<td>Total Coliform</td>
<td>$</td>
<td>1</td>
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</tr>
<tr>
<td>Fecal Coliform</td>
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<tr>
<td>TOTAL DISSOLVED SOLIDS (TDS)</td>
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<td>$</td>
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<tr>
<td>TOTAL SUSPENDED SOLIDS (TSS)</td>
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<tr>
<td>Air Sampling (Vapor Extraction units)</td>
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<td>EPA Method 18 - BTEX and TPH as Isooctane (Rate includes new Tedlar bag(s), sampling pump and expendables)</td>
<td>$</td>
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<tr>
<td>Industrial Hygiene Analyses</td>
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<tr>
<td>Lead Wipes NIOSH Method 9100</td>
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<tr>
<td>Stable Isotope Analysis Groundwater and Surface Water</td>
<td>$</td>
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<td>$</td>
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<tr>
<td>34S</td>
<td>$</td>
<td>1</td>
<td>$</td>
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<tr>
<td>Tritium</td>
<td>$</td>
<td>1</td>
<td>$</td>
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<tr>
<td>18O - CO2-H2O equilibration method</td>
<td>$</td>
<td>1</td>
<td>$</td>
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<tr>
<td>2H Deuterium - Zn reduction method</td>
<td>$</td>
<td>1</td>
<td>$</td>
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<tr>
<td><strong>FINAL BID TOTAL</strong></td>
<td><strong>$</strong></td>
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</table>

Cost for additional 4-hour training session for DWM Staff (if requested): $______________****

(****This cost will not be used in determining the Final Bid Total.)
ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

2. **LATE PROPOSALS:** Late proposals, 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 the timely submission of proposals.

3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.

4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

5. **EXECUTION:** Failure to execute page 3 of the RFP (Execution Page) in the designated space shall render the proposal non-responsive, and it will be rejected.

6. **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 RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor’s proposal.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.

8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

9. **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 as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
10. **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 print responses submitted meet the following:

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

11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** 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.

12. **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 proposal from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal 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.

13. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.60 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.

14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal 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 as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

15. **PROTEST PROCEEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least $25,000, 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. A protest request related to an award amount of less than $25,000 shall be sent 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. Proposal status and Award notices are posted on the Internet at [https://www.ips.state.nc.us/ips/](https://www.ips.state.nc.us/ips/). All protests will be handled.
pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

16. **MISCELLANEOUS:** 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.

17. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. 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 proposals (i.e., after the public opening of the proposals 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 proposal 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 RFP. 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 RFP are permitted.

18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), [https://www.ips.state.nc.us/ips/BidNumberSearch.aspx](https://www.ips.state.nc.us/ips/BidNumberSearch.aspx). Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: [http://ncadmin.nc.gov/about-doa/divisions/purchase-contract](http://ncadmin.nc.gov/about-doa/divisions/purchase-contract).

20. **WITHDRAWAL OF PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). 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 RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). 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 the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

21. **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 RFP and in formal Addenda issued through IPS.

22. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor’s sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.

23. **VENDOR’S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s proposal.

24. **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.
ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE AND DEFAULT:

a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. 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 the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.

b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State’s normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.

c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the 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 the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
4. **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 the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
   
b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
   
c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **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 using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. **NON-DISCRIMINATION:**
   
a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
   
b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. **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 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:
      i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
      ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
   
b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor’s judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired
from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.

c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and

ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State’s material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days’ notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. **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. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency’s internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

13. **ASSIGNMENT:** No assignment of the Vendor’s obligations nor the Vendor’s right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

   a) Forward the Vendor’s payment checks directly to any person or entity designated by the Vendor, and

   b) Include any person or entity designated by Vendor as a joint payee on the Vendor’s paycheck.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor’s assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. **INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

   a) **Worker’s Compensation** - The Vendor shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $500,000.00, covering all of Vendor’s employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
b) **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 cost shall be in excess of the limit of liability.

c) **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/underinsured motorist; and $2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor’s liability and obligations under the Contract.

15. **GENERAL INDEMNITY**: The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State’s agents who are involved in the delivery or processing of Vendor deliverables or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. **ELECTRONIC PROCUREMENT**:  

   a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State’s third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

   b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF ALL GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** 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. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor’s failure to perform or comply with specifications or requirements of the contract.

   c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State’s transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged 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. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to
reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. 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.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor’s account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

17. **SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State’s assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor’s proposal shall include approval to use the subcontractor(s) that have been specified therein.

18. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

19. **CARE OF STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor’s custody.

   The State’s Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. See G.S. 75-60 et seq.

20. **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, 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 agency responsible for the contract.

   Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

21. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

22. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor’s proposal are incorporated herein by reference as though set forth verbatim.

   All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this 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 electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

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

25. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, 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, or other catastrophic 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.
ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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

a) Will any work under this Contract be performed outside the United States?  

   - YES  
   - NO

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

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States

   - YES  
   - NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:
ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor ____________________________________________  ____________

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

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

Date of latest audit: __________________________

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

__________________________________________________________________________

Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]
ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

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) of the 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, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business?  □ Yes □ No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  □ Yes □ No

If so, state HUB classification ______________________________________________________________