



# **STATE OF NORTH CAROLINA**

**Department of Administration – Office of Fiscal Management**

**Invitation for Bid #: 13-DOA12083052**

## **FLAGS**

**Date Issued: May 13, 2021**

**Bid Opening Date: May 12, 2021**

**At 2:00 PM ET**

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

Meredith Swartz

Purchasing Officer

Email: [Meredith.swartz@doa.nc.gov](mailto:Meredith.swartz@doa.nc.gov)

Phone: 984-236-0083



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**13-DOA12083052**

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For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's eVP (Electronic Vendor Portal) 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 shall be filled out and returned with your bid.  
Failure to do so shall be sufficient cause to reject your bid.**

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Vendor Name

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Vendor #

Note: For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at

<https://vendor.ncgov.com/vendor/login>

*Electronic responses ONLY will be accepted for this solicitation.*

**STATE OF NORTH CAROLINA**  
**Department of Administration**

Refer <u><b>ALL</b></u> Inquiries regarding this IFB to: <b>Meredith.swartz@doa.nc.gov</b>	Invitation for Bids # 13-DOA12083052
	Bids will be publicly opened: May 12, 2021 @ 2:00PM
Using Agency: Facility Management Division	Commodity No. and Description: 551217 - Signage
Contract Type: Open Market – Agency Specific	

**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 understands that False certification is a Class I felony and certifies that:

- 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

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 Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

Offer valid for at least 90 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your proposal is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

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

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NOTE THIS IS A REPOST. The Department of Administration on behalf of Facility Management Division is seeking to contract with a qualified vendor to provide United States, North Carolina, Army, Navy, Air Force, Marines, Coast Guard and MIA/POW Flags on an as need basis. This contract will function as an Agency Specific Contract, where no minimum or maximum quantities are guaranteed. Orders will be placed at the time of need at the awarded Vendor's proposed rates.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of contract award (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 on the same terms and conditions for up to a total of two additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 E-PROCUREMENT SOLICITATION

**ATTENTION: This is an E-Procurement solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Contract Terms and Conditions.**

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

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.6 BID 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 IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer. **By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.**

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

## 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	May 13, 2021
Pre-Bid Conference Call	State	May 17, 2021 @ 9:00AM
Submit Written Questions	Vendor	May 18, 2021 @ 12:00PM
Provide Responses to Questions	State	May 19, 2021
Submit Bids & Samples	Vendor	May 28, 2021 @ 2:00PM
Testing Period	State	May 28, 2021 – August 30, 2021
Award Contract	State	TBD

## 2.5 PRE-BID CONFERENCE CALL

### ☐ Urged and Cautioned Conference Call

Date: May 17, 2021  
 Time: 9:00a.m. Eastern Time  
 Contact #: Meredith Swartz 984-236-0083  
 Call-in Information:  
 Microsoft Teams meeting  
**Join on your computer or mobile app**  
[Click here to join the meeting](#)  
**Join with a video conferencing device**  
[ncgov@m.webex.com](mailto:ncgov@m.webex.com)  
 Video Conference ID: 118 384 575 1  
[Alternate VTC dialing instructions](#)  
**Or call in (audio only)**  
[+1 984-204-1487](tel:+19842041487), [971 750 20](tel:+197175020) United States, Raleigh  
 Phone Conference ID: 971 750 20#

Vendor representatives are URGED and CAUTIONED to attend the conference call at the date and time specified above and apprise themselves of the conditions and requirements that will affect the performance of the work called for by this RFP. Submission of a proposal shall constitute conclusive evidence of Vendor's understanding of the purpose and significance of this event, and no allowance will be made for unreported conditions that a prudent Vendor would recognize as affecting the performance of the work called for in this RFP. This conference call is the only occasion on which this information shall be made available.

Vendor is cautioned that any information released to attendees during the call, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered as a part of this RFP.

## 2.6 BID QUESTIONS

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

Written questions shall be e-mailed to **bid.inquiry@doa.nc.gov** by the date and time specified above. Vendors will enter "IFB #13-DOA12083052 - Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

## 2.7 BID SUBMITTAL

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

If applicable to this IFB and using NC BIDS, all bid responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Vendors](#) page includes online training videos and a link to [NC BIDS FAQs for Vendors](#).

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

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

## 2.8 BID CONTENTS

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

- a) Cover Letter, must include a statement that confirms that the proposer has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES
- d) Vendor Response
- e) Samples - Samples are to be shipped to FACILITY MANAGEMENT DIVISION, 431 NORTH SALISBURY STREET, RALEIGH, NC 27603 Attention: Rebecca L Squires. Samples are due by the time of bid opening (May 28, 2021 @ 2:00PM)
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed and signed version of ATTACHMENT D: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING form that confirms that a price matching opportunity is requested
- h) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT G: CUSTOMER REFERENCE FORM
- k) Completed and signed version of ATTACHMENT H: HUB SUPPLEMENTAL VENDOR INFORMATION



## 2.9 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #\_\_\_ for [name of Vendor]". Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

The State's standard definitions can be found in the INSTRUCTIONS TO VENDORS link. Below is the list of definitions, acronyms, and abbreviations specific to this procurement:

- a) NCDOA: North Carolina Department of Administration
- b) FMD: Facility Management Division

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. The goods or services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All responsive bids will be reviewed and award or awards will be based on the responsive bid(s) offering the lowest price that meets the requirements set out herein. Historical Data provided in section 5.1 of this IFB will be used in determining lowest price.

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

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

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the bidder, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION and Paragraph 30, COMMUNICATIONS BY VENDORS of the INSTRUCTIONS TO VENDORS.

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

**DUE TO THE CURRENT HEALTH RISKS ASSOCIATED WITH COVID-19, BID OPENINGS WILL NOT BE OPEN TO THE PUBLIC.**

The NCDOA will be conducting live bid openings over conference call. Below is the call-in information for this procurement's bid opening scheduled for **May 28, 2021 at 2:00PM**

Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Join with a video conferencing device**

[ncgov@m.webex.com](mailto:ncgov@m.webex.com)

Video Conference ID: 116 290 364 1

[Alternate VTC dialing instructions](#)

**Or call in (audio only)**

[+1 984-204-1487.830753828#](tel:+19842041487830753828) United States, Raleigh

Phone Conference ID: 830 753 828#

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

Bids will be received according to the method stated in section 2.7.

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

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost 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. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of 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 bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

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

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement and 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.

### **3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

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

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture

- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bids 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 that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the North Carolina General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department exercising its discretion to reject a bid in its entirety.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section and as otherwise stated in this IFB. If a Vendor is unclear about a requirement or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period.

### 4.1 PRICING

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

### 4.2 PRODUCT IDENTIFICATION

#### SUITABILITY FOR INTENDED USE

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

### 4.3 TRANSPORTATION AND IDENTIFICATION

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

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

### 4.4 DELIVERY

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

FACILITY MANAGEMENT DIVISION  
 431 NORTH SALISBURY STREET  
 Raleigh, NC 27603  
 United States  
 Phone: 1919-733-3855  
 Fax: 1919-733-1430  
 Deliver To:  
 Rebecca L Squires

Successful Vendor shall complete delivery within **five (5) consecutive calendar days** after receipt of purchase order.

In the sourcing tool, Vendor shall complete information as to where Delivery will be made from (city, state) and within how many consecutive calendar days after receipt of purchase order delivery will be received. Promptness of delivery shall be used as a factor in the award criteria.

#### 4.5 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

#### 4.8 SAMPLES

Vendor must provide samples with its proposal of each of the flags requested and each of the sizes requested within this IFB. **Samples are to be shipped to FACILITY MANAGEMENT DIVISION, 431 NORTH SALISBURY STREET, RALEIGH, NC 27603 Attention: Rebecca L Squires. Samples are due by the time of bid opening (May 12, 2021 @ 2:00PM).** Samples submitted at the time of bid must be the same as Vendor's proposed items listed in the Attachment A: Pricing Form. Sample of items offered shall be furnished, free of expense, and if not destroyed will, upon request, be returned at the Vendor's expense. A written request for return shall be made no later than thirty (30) days after the bid award, and Vendor shall provide prepaid, pre-addressed shipping label suitable for return of the sample(s). Otherwise the samples shall become the State's property to be used or disposed of at the State's discretion. Each individual sample shall be labeled with the Vendor's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested as specified above. If return is requested, Vendor shall provide prepaid, pre-addressed shipping label with samples. Vendor shall indicate in the Specifications section via the Sourcing Tool if return is requested.

#### **SAMPLES REQUIRED:**

QTY	DESCRIPTION	SIZE
1	North Carolina Flag	2x3'
1	North Carolina Flag	3x5'
1	North Carolina Flag	4x6'
1	North Carolina Flag	5x8'
1	North Carolina Flag	8x12'
1	United States Flag	2x3'
1	United States Flag	3x5'
1	United States Flag	4x6'
1	United States Flag	5x8'
1	United States Flag	8x12'
1	Army Flag	4x6'
1	Navy Flag	4x6'
1	Air Force Flag	4x6'
1	Marines Flag	4x6'
1	Coast Guard Flag	4x6'
1	MIA/POW Flag	4x6'

**SAMPLES TESTING**

The State reserves the right to conduct product testing on all Vendor samples. Testing may result in destruction of samples up to and including cutting, washing, fading, etcetera. Testing results will be considered in evaluation of the bids.

**4.9 DEVIATIONS**

The nature of all deviations from the *Specifications* and *Requirements* listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the *Specifications* and *Requirements*, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Contract Terms and Conditions in this section.

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**4.11 REFERENCES**

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

**4.12 VENDOR'S REPRESENTATIONS**

If the bid results in an award, the Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

Vendor expressly assumes full responsibility for prompt notification to the Purchasing Agency listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

**4.13 FINANCIAL STABILITY**

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

**5.0 PRODUCT SPECIFICATIONS**

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**5.1 GENERAL INFORMATION**

ALL FLAGS MUST BE MADE IN THE UNITED STATES OF AMERICA. This contract will function as an Agency Specific Contract, where no minimum or maximum quantities are guaranteed. Vendor shall provide, upon receipt of

purchase order, flags per the specifications below. Any purchase order issued under this contract will include the name/type of flag and size requested. For informational purposes only, below is the average annual purchases based on historical data. The historical data below will be used in determining lowest pricing.

Flag Type	2x3'	3x5'	4x6'	5x8'	8x12'
North Carolina Flag	57	409	67	58	3
United States Flag	8	146	49	37	3
Military Flags			12		

## 5.2 PRODUCT SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications. Vendor shall provide affirmation of meeting the specifications below.

Item #	Specifications	Vendor shall enter in response or select "Yes" if the specification is met and "No" if the specification is not met. Vendor shall only select one (1) response per item.
1	Delivery will be made from (city, state):	
2	Delivery within _____ consecutive calendar days after receipt of purchase order:	
3	Vendor requests samples be returned after evaluation and/or contract completion? If return is requested, Vendor shall provide prepaid, pre-addressed shipping label with samples	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	ALL FLAGS <u>MUST</u> BE MADE IN THE UNITED STATES OF AMERICA.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	<b>NORTH CAROLINA FLAGS</b> <ul style="list-style-type: none"> <li>- 200 denier</li> <li>- NC Flags Heavy-duty, white polyester canvas header</li> <li>- #2 brass grommets (sizes up to 6x10')</li> <li>- Galvanized thimbles with roped header for sizes 8x12' &amp; up</li> <li>- Four rows of stitching minimum on fly end</li> <li>- Dyed process</li> <li>- Flags made by a certified FMAA (Flag Manufacturers Association of America) company.</li> <li>- Panels should be stitched between color panels and not printed. Flags must be Nylon and rated suitable for outdoor use.</li> <li>- Made in USA</li> </ul> <p>Vendor shall provide pricing on Attachment A: Pricing for the following sizes 2x3, 3x5, 4x6, 5x8, 8x12</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO

6	<b>UNITED STATES FLAGS</b> <ul style="list-style-type: none"> <li>- 200 denier</li> <li>- US Flags Heavy-duty, white polyester canvas header</li> <li>- #2 brass grommets (sizes up to 6x10')</li> <li>- Galvanized thimbles with roped header for sizes 8x12' &amp; up</li> <li>- Four rows of stitching minimum on fly end</li> <li>- Embroidered stars, sewn stripes.</li> <li>- Flags made by a certified FMAA (Flag Manufacturers Association of America) company. Flags must be Nylon and rated suitable for outdoor use.</li> <li>- Made in USA</li> </ul> <p>Vendor shall provide pricing on Attachment A: Pricing for the following sizes: 2x3', 3x5', 4x6', 5x8', 8x12'</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	<b>MILITARY FLAGS</b> – Vendor must provide each of the following military flags: Army, Navy, Air Force, Marines, Coast Guard, MIA/POW. <ul style="list-style-type: none"> <li>- Made to Official US Government specifications</li> <li>- 100 % Heavyweight SolarGuard Nylon</li> <li>- Four needle hem on fly end</li> <li>- Canvas header and brass grommets</li> <li>- MIA/POW flag designed in 1971 by National League of Families.</li> <li>- Double sided (reads correctly on both sides)</li> <li>- Made in USA</li> </ul> <p>Vendor shall provide pricing on Attachment A: Pricing for the following sizes: 4x6'</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO

## 6.0 CONTRACT ADMINISTRATION

### PROJECT MANAGER AND CUSTOMER SERVICE

If selected for award, the Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

### 6.2 INVOICES

Vendor shall invoice the Ordering Entity:

FACILITY MANAGEMENT DIVISION  
 1306 MAIL SERVICE CENTER  
 RALEIGH, NC 27699

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

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

### 6.3 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 The 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 The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute. Below is the link to the NCDOA Vendor Complaint Policy and Procedures.

[www.ncadmin.nc.gov/businesses/fiscal-management](http://www.ncadmin.nc.gov/businesses/fiscal-management)

#### **6.4 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.

#### **6.5 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

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## 7.0 ATTACHMENTS

### ATTACHMENT A: VENDOR RESPONSE & PRICING FORM

Item	Description	Size	Unit Price (Each)
1	NORTH CAROLINA FLAG	2x3'	
2	NORTH CAROLINA FLAG	3x5'	
3	NORTH CAROLINA FLAG	4x6'	
4	NORTH CAROLINA FLAG	5x8'	
5	NORTH CAROLINA FLAG	8x12'	
6	UNITED STATES FLAG	2x3'	
7	UNITED STATES FLAGS	3x5'	
8	UNITED STATES FLAGS	4x6'	
9	UNITED STATES FLAGS	5x8'	
10	UNITED STATES FLAGS	8x12'	
11	ARMY FLAG	4x6'	
12	NAVY FLAG	4x6'	
13	AIR FORCE FLAG	4x6'	
14	MARINES FLAG	4x6'	
15	COAST GUARD FLAG	4x6'	
16	MIA/POW FLAG	4x6'	

## **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-Instructions-to-Vendors\\_09.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf)

## **ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-General-Terms-and-Conditions\\_12.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_12.2020.pdf)

## **ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING**

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The Vendor Request for EO50 Price-Matching associated with this IFB is a separate document that is captioned **ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Vendor-Price-Matching-Opportunity\\_01.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_01.2020.pdf)

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

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The Location of Workers Utilized by Vendor associated with this IFB is a separate document that is captioned **ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Location-of-Vendors-Located-Outside-the-United-States\\_01.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Vendors-Located-Outside-the-United-States_01.2020.pdf)

## **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION**

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The Certification of Financial Condition associated with this IFB is a separate document that is captioned **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link:

<https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf>

## **ATTACHMENT G: CUSTOMER REFERENCE FORM**

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The Customer Reference Form associated with this IFB is a separate document that is captioned **ATTACHMENT G: CUSTOMER REFERENCE FORM** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Customer-Reference-Template\\_092020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer-Reference-Template_092020.pdf)

## **ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION**

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The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_HUB-Supplemental-Vendor-Information\\_9.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2020.pdf)