STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer ALL Inquiries regarding this IFB to: bahaa.jizi@doa.nc.gov	Invitation for Bids #DPC-324317387-BJ
	Bids will be publicly opened: February 3, 2022 @2:00 P.M.
	Contract Type: Statewide Term Contract (STC 4617A)
	Commodity No. & Description: 461715 – Locks, Security Hardware
	Using Agency: *** PURCHASE AND CONTRACT ***

EXECUTION

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

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

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

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

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

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

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

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

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

COMPLETE/FORMAL NAME OF VENDOR: INDEPENDENT HARDWARE INC.		
STREET ADDRESS: 14 S. FRONT STREET	P.O. BOX:	ZIP: 19106
CITY & STATE & ZIP: PHILADELPHIA, PA 19106	TELEPHONE NUMBER: 215-925-5306	TOLL FREE TEL. NO: 800-346-9464
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: FRANK STANCO PRESIDENT	FAX NUMBER: 215-925-2107	

VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:
	1/20/2022	FSTANCO@INDEPENDENTHARDWARE.COM

VALIDITY PERIOD

Offer shall be valid for at least 120 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of 4/21/2022, 20____, as indicated on the attached certification, by P and C - Bahaa Jizi

(Authorized Representative of Purchase and Contract

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1.0 PURPOSE AND BACKGROUND

The State of North Carolina (State) through the Department of Administration (DOA) Division of Purchase and Contract (P&C) is seeking qualified Vendors to establish a Statewide Term Contract to provide new, unused and in current production commercial and institutional quality Locking Devices & Accessories throughout the State on an "**As Needed**" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions, and Other Eligible Entities during the contract period.

Vendor offering must meet the following categories:

Category A	**Padlocks, Padlocks-Removable Core, Padlock Case Less Core**
Category B	**Combination Padlocks (Non-Key), Combination Padlocks (Key Control)**
Category C	**Auxiliary Locks, Deadbolts**
Category D	**Electronic Locks and Components**
Category E	**Exit Devices**
Category F	**Door Lock Sets, Door Lock Sets Less Core**
Category G	**Lock Cores/Cylinders**
Category H	**Door Closers**
Category I	**Key Blanks, Key Machines, Pinning Kit, Door Protectors, Cabinet Locks, Butts & Hinges**

Based on historical data, the State has purchased approximately $6.8million worth of Locking Devices & Accessories during the previous five-year term. No maximum or minimum quantities are guaranteed for this contract. The State shall not be obligated to purchase in excess of its normal requirements

The intent of this Invitation for Bid "IFB" is to receive pricing from qualified Vendors that will offer savings to the State and to confirm, through Vendors' submission of bids, an ability to meet the State's needs.

The Contract resulting from this IFB is mandatory for State Departments, most State Agencies, and State Higher Education Institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

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

1.1 CONTRACT TERM

The initial contract term shall be for five (5) years, beginning on the date the Contract is executed by the State (the "Effective Date") with now renewal option. The State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS 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.

The Terms and Conditions made part of this solicitation contain language necessary for NC eProcurement. 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 IFB, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to NC eProcurement usage. General information about NC eProcurement can be found at: http://eprocurement.nc.gov/.

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

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 or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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* IFB schedule. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	January 11, 2022
Submit Written Questions	Vendor	January 19, 2022@ 10:00 am.
Provide Responses to Questions	State	January 24, 2022
Submit Bids Electronically	Vendor	February 3, 2022 @ 2:00 pm.

		Due to COVID-19 Requirements of Social Distancing the Public bid opening for this solicitation will be conducted via conference call. Microsoft Teams meeting **Join on your computer or mobile app** Click here to join the meeting
Award Contract	State	TBD

2.5 BID QUESTIONS

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

Written questions shall be submitted through the Message Board in the Sourcing Tool by the date and time specified in the IFB Schedule section of this IFB. Vendors will enter "IFB # DPC320199782-BJ – Questions" as the subject in the Message. Questions submittals should include a reference to the applicable IFB section for each question.

Questions received prior to the question 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 IFB in Section 3 of the Sourcing Event in the Sourcing Tool 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 concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training

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

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.

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

2.7 BID CONTENTS

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

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

a) Cover Letter, must include a statement that confirms that the Vendor 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, along with the body of the IFB.

d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

e) Vendor Response

f) Completed version of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK

g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE BID

Vendor may submit an alternate bid for various methods or levels of service(s) or that proposes different options, in addition to its principal bid. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. If Vendor is submitting an Alternate Bid for this IFB, Vendor shall follow specific instructions for uploading Alternate Bid to its response in the Sourcing Tool.

Both the principal bid and the alternate bid must be for a specific set of goods and must include specific pricing. The principal bid and the alternate bid must be complete and independent of each other.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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 bids(s) to provide the estimated requirements as to breadth of lines, highest % discount offered off MSRP List, quantity, quality, delivery, service, and/or geographical coverage. It is the State's intent to have multiple manufacturers represented in each category. In the event that two, or more Vendors offer the same manufacturer's product(s), it is the intent of the state to make an award to the Vendor with the most complete offering, and highest % discount offered off MSRP List for a particular manufacturer's product(s). Products offered must currently be available on the manufacturer's published MSRP. Submission of price schedules developed specifically for this Bid WILL result in disqualification from award consideration

Contracts will be awarded in accordance with G.S. 143-52. 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.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

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

- Bids will be received according to the method stated in section 2.6.
- 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(s) 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.
- Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) 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, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory, to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and, in either case, enter into a best and final offer (BAFO) based on discussions and negotiations with the State. 01 NCAC 05B.0503.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements and specifications (herein collectively "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 prices shall be based on a percentage discount off the current manufacturer's suggested retail price (MSRP) or other manufacturer's current published price listing (List Price, Suggested Retail Price, etc.) for each category.

Any price list other than a manufacturer's current published price list is unacceptable. A discount should be provided for each category shown in **ATTACHMENT A-PRICING SUBMITTAL WORKBOOK** where the manufacturer offers a product. If a manufacturer does not offer a product in one or more of the listed categories, those categories may be left blank. A separate discount may be offered for each line item in each category, or a single discount may be offered for the entire category.

4.1 ADDITIONAL SAVINGS OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives/rebates, if possible, within the scope of this IFB, that will benefit the State. These additional incentives could include, but are not limited to, additional discounts based on total spend volumes, rebates, additional discounts by manufacture etc. Additional Discount Offers shall be in addition to the discounts Vendor offers as a Discount Off MSRP List Price. Additional Discount Offers should be provided in **ATTACHMENT A: PRICING SUBMITTAL WORKBOOK**.

If a rebate is offered, it will be based on Section 7.7 QUARTERLY REPORTS. The Vendor shall submit the rebate amount due by check with the "Contracts Number," "Report Amount," and "Report Period" on either the check stub or other remittance materials. The payment shall be made by check as described herein.

Checks shall be payable to: NC Division of Purchase and Contract

Checks shall be mailed to:

DOA/Division of Purchase and Contract
116 W. Jones Street
Raleigh, NC 27616

All discounts in Vendor's bid shall remain in effect for the entire contract period and shall not be decreased. However, the discount may be increased, and any such increase shall remain in effect for the reminder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendor may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

The State reserves the right to accept or reject all or part of proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. The State has sole discretion to not assign value to Vendor's proposed Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discounts using the Additional Discount Offers within **ATTACHMENT A: PRICING SUBMITTAL WORKBOOK**.

4.2 ORDER CHANNEL AND PAYMENT METHOD

The State expects the vast majority of orders to be submitted electronically through the State's E-Procurement System. However, the State recognizes that orders may be placed at times through alternate channels such as by phone, through email, or in person and that buyers may also utilize, at times, a procurement card (State credit card) as a method of payment. Regardless of the order channel or payment method, the State shall receive Contract pricing when purchasing Contract items from the Vendor.

4.3 MINIMUM ORDERS

The minimum order amount, qualifying for prepaid transportation, is **$50.00** for any single order. State entities for which this Contract is mandatory shall be required to use the contract for orders less than the minimum order amount. However, in such cases the order will be shipped prepaid and actual transportation charges may be added to the invoice as a separate line item. The transportation costs charged for orders below the minimum

order amount should be commensurate with or less than shipping charges of major small package shippers such as the US Postal Service. No surcharge or handling charge shall be added or assessed for such orders. Vendor must provide an estimated shipping amount to the Buyer upon request.

4.4 TRANSPORTATION AND IDENTIFICATION

All goods shall be delivered **FOB DESTINATION STATEWIDE** for orders equal to, or greater, than the minimum order amount, when shipped to a single destination. Orders for less than the minimum order amount will be dispensed, with transportation charges added to the invoice as a separate item. Transportation charges levied by the Vendor for orders equal to, or greater than the minimum order, when shipped to a single destination, shall constitute good cause for the Vendor to be held in default of the contract. In instances where the Vendor makes a partial shipment to one destination of an order that is equal to, or greater than, the minimum order, all other shipments of the order shall be sent **FOB DESTINATION** with NO additional transportation charges.

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.

4.5 DELIVERY, OUT-OF-STOCK, AND BACK-ORDERS

The successful Vendor shall complete the delivery to ordering locations throughout the State within **fourteen days (14) consecutive calendar days** after receipt of purchase order, unless otherwise stated here: _____ days. The State reserves the right to consider delivery schedules offered as a factor in the award of the contract.

All deliveries shall be delivered to the location specified by the Buyer in the Purchase Order. The specified location may include a loading dock or area inside a building. Awarded Vendor shall notify Buyer at least two (2) business days in advance of a delivery to allow for the availability of agency personnel to receive the product(s) if agency so requires on its purchase order.

Vendor shall furnish all necessary transportation, materials, and supplies as may be required to deliver ready for owner's use. The Awarded Vendor shall notify the Buyer when one or more items in an order cannot be delivered within the time specified. After notification to the Buyer of a fulfillment delay of one or more items in a shipment, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, providing the cancellation occurs before the delayed item or order has shipped.

4.6 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State. Pickup will be within five (5) working days from the date of notification or at the next delivery, whichever is sooner, or as specified in the recall notice.

4.7 DEFECTIVE PRODUCTS

In the event a product is found to be defective, Vendor agrees to replace the item immediately or within five (5) business days at no additional charge to the State. Failure to do so may cause Vendor to become ineligible to receive future contract awards or purchase orders.

4.8 RETURN POLICY

Vendor shall accept merchandise returns from the State for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to the State, whichever the State requests, within thirty (30) business days on all returns of ordered product that are in original packaging and in re-sellable conditions.

4.9 WARRANTY

The manufacturer's standard warranty shall apply unless otherwise stated. Vendor shall include a copy of the manufacturer's standard warranty with its bid response. In addition, Vendor guarantees items provided to be free from any and all defects in material, packaging and workmanship and shall replace defective items promptly at no charge to the State. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the State.

4.10 DESCRIPTIVE LITERATURE AND PRICE LISTS

Each Vendor should submit a complete set of the manufacturer's published literature and price list(s) which cover all products offered herein within seven (7) business day days after request is made by the State. Altered, or unpublished price lists/literature may subject your bid to rejection. The successful Vendor shall furnish price lists, catalogs, and descriptive literature to any using agency upon request of the agency.

4.11 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to ensure compliance with the Contract requirements and specifications.

INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED, AND THE GOODS ACCEPTED.

4.12 AUTHORIZED RESELLER

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

Authorized: ☒ **YES** ☐ **NO** **Attached Manufacturer's Authority:** ☒ **YES** ☐ **NO**

4.13 HUB PARTICIPATION

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

4.14 REFERENCES

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

4.15 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same

extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.16 FINANCIAL STABILITY

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

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

5.0 PRODUCT SPECIFICATIONS

5.1 GENERAL SPECIFICATIONS

The following categories shall be covered under this IFB locking devices and accessories shall meet industry security standard either by being ANSI/BHMA Certificated or meeting the UL 437 Standards. Vendor must demonstrate in its bid that it meets this requirement.

Categories:

Category A	Padlocks, Padlocks-Removable Core, Padlock Case Less Core
Category B	Combination Padlocks (Non-Key), Combination Padlocks (Key Control)
Category C	Auxiliary Locks, Deadbolts
Category D	Exit Devices
Category E	Door Lock Sets, Door Lock Sets Less Core
Category F	Lock Cores/Cylinders
Category G	Door Closers
Category H	Key Blanks, Key Machines, Pinning Kit, Door Protectors, Cabinet Locks, Butts & Hinges

Note: Parts & Accessories must be available at the percent discount off of the MSRP (Manufacturer's Standard Retail Price) or other manufacturer's current published price listing (List Price, Suggested Retail Price, etc.) as referenced for each line item's category.

Each Vendor shall offer the manufacturer's complete product line for the categories shown.

STATE'S MOST COMMONLY USED MANUFACTURERS: **American Lock, Master Lock, Olympus, Sargent, Schlage, Yale, Corbin Russwin, Stanley, Kwikset, Glynn Johnson, Von Duprin, Hager, Precision, Dor-O-Matic, MAG, LCN, CompX, Dan-Jo, Medeco and Craftmaster, Locknetics, Kaba Ilco Corp**

5.2 PRODUCT SAFETY LISTING

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished, The CE label is not acceptable. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this IFB are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

5.3 SUSTAINIBILITY

According to the NC General Statute 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? ☐ **Yes** ☑ **No**

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Does the packaging for the items being offered have any recycled content? ☐ **Yes** ☑ **No**

If yes, what is the post-consumer recycled content? _____% Can this packaging be recycled? ☐ **Yes** ☐ **No**

Other sustainable properties:

6.0 CONTRACT MANAGEMENT

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to 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

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

The State encourages Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.4 ACCEPTANCE OF WORK

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

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

6.5 INVOICES

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line-item information to allow Buyer 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.

6.6 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by 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 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 period the parties are attempting to resolve any dispute, each shall proceed diligently to perform its 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.

6.7 ELECTRONIC PRODUCT CATALOG

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to develop a line-item catalog. At a minimum, the Vendor shall agree to the following:

a) Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products and installation services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Lead via email at eprocurementdata@its.nc.gov.

The State will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State may determine when the electronic catalog and any subsequent revisions "go live".

b) The Vendor shall submit an updated electronic catalog from time to time or as requested by the State to maintain the most up-to-date version of its product/service offering under the statewide contract.

c) The Vendor shall meet the following requirements:

1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
3. Include in the catalog detailed product line-item descriptions; and
4. Include in the catalog any additional content required by the State; and
5. Limit the line-item catalog content to the Vendor's statewide contract offering

d) The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

6.8 QUARTERLY REPORTS

The Vendor shall provide Quarterly Management Reports to the designated Contract Lead and other ad hoc reports to the designated Contract Lead. The Quarterly Management Report shall include, at a minimum, information regarding: items purchased, manufacturer product description, purchased quantities, List Price, price paid, manufacturer name, unit of measure, any additional delivery charges such as specialty packaging or overnight delivery, ordering entity, delivery location, order date, and shipment date for consumables and delivery date for non-routine consumables. Quarterly Management Reports should be submitted to the Contract Administrator at the following e-mail address PCReports@doa.nc.gov Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the Contract.

Each report shall be well organized and easy to read. Vendor shall submit these reports electronically using Microsoft Excel, and as needed, either Microsoft PowerPoint or Word. Vendor shall submit the Quarterly Management Reports by the 15th of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

- **By October 15th**: Q1 Quarterly Management Report for July – September
- **By January 15th**: Q2 Quarterly Management Report for October – December
- **By April 15th**: Q3 Quarterly Management Report for January – March

- **By July 15th:** Q4 Quarterly Management Report for April – June.

This schedule aligns with the State's fiscal year. If the Contract start date does not align with the start of a quarter, the initial Quarterly Management Report shall be for the period from the Contract start date to the end of the existing calendar quarter. Timely submission of all reports shall be a material term of this Contract and failure to do so shall constitute a default.

Additional related sales information and/or details on user purchases may be required by the State and must be supplied within thirty (30) days of any such request. A template for any such reports may be provided by the State, at its discretion.

6.9 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.

6.10 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

Post award product substitutions, additions and removals are not permitted without prior written approval from the Contract Administrator Proposed substitutions, additions and removals shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The items included in this IFB are expected to cover the State's needs for the term of the Contract. In the case that the State's needs change over the term of the Contract, the State reserves the right to add additional products to the Contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

6.11 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm for the first one (1) year of the contract.

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

It is understood and agreed that orders will be invoiced at the Contract pricing in effect on the date an order is placed. Invoicing that fails to comport with this provision may subject the Contract to cancellation.

6.12 TAXES

No taxes shall be included in any bid prices. Ozone depleting environmental federal tax shall not be included in bid prices and shall be listed as a separate item. Fuel Surcharges are not allowed for any item under this contract.

6.13 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:
https://ncadmin.nc.gov/documents/vendor-forms