

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer <u>ALL</u> Inquiries regarding this IFB to: The procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details:	Invitation for Bids # DPC-662266331-MT-R
	Bids will be publicly opened: August 11, 2023, @ 2:00 PM ET
Using Agency: ***STATEWIDE***	Commodity No. and Description: 411000 – Laboratory and Scientific Supplies
Requisition No.: N/A	

EXECUTION

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

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

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

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

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

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

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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

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

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

COMPLETE/FORMAL NAME OF VENDOR: Associated Microscope Inc.		
STREET ADDRESS: 412 Holly Hill Lane	P.O. BOX: 1076	ZIP: 27244
CITY & STATE & ZIP: Burlington NC 27215	TELEPHONE NUMBER: 336 538 1842	TOLL FREE TEL. NO: 800 476 3893
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Stephanie Enoch, partner		FAX NUMBER: 336-538-1847
VENDOR'S AUTHORIZED SIGNATURE: Stephanie Enoch	DATE: 8/1/23	E-MAIL: info@associatedmicroscope.com

Bid Number: DPC-662266331-MT-R

Vendor: Associated Microscope Inc.

VALIDITY PERIOD

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

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this 27 day of November, 2023, as indicated

on the attached certification, by PandC - Melinda Tomlinson

(Authorized Representative of Division of Purchase and Contract)

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1.0 PURPOSE AND BACKGROUND

The Department of Administration (DOA) serves as the business manager for North Carolina state government and provides leadership to state government for the effective, efficient, economical, and equitable delivery of services to the public. The department also aids and services many advocacy programs that serve diverse segments of the state's population that have traditionally been underserved. The Division of Purchase and Contract (P&C) is the strategic force behind providing the State's entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources to provide goods and services.

The State, through the DOA P&C is seeking Vendors for a STC to supply the State's requirements for new, unused and in current production Laboratory Supplies and Equipment, in two (2) categories:

- 1) Basic Laboratory Supplies & Equipment (Market Basket)
- 2) Basic Laboratory Supplies & Equipment (Full-Line Catalog) and
- 3) Microscopes (including parts and components)

All categories are commonly used in public entity settings such as educational, research, clinical requirements, etc. The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors who will offer savings to the State and who 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 and most State Agencies, as well as 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.

The intent of this solicitation is to award a Statewide Term Contract.

1.1 CONTRACT TERM

The Contract shall have a term of five (5) years, beginning on August 1, 2023, or date of execution whichever is later. The State reserves the right to extend a contract term after the last active term.

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

1.2 ESTIMATED SPEND

Based on the historical usage of the STC, the estimated annual spend is as follows:

Laboratory Supplies & Equipment: \$6,275,000.00

Microscope: \$1,700,000.00

This amount is not guaranteed and could be more or less than the estimated spend during the contract period. No maximum or minimum quantities are guaranteed.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, or issues regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

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

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	June 30, 2023
Submit Written Questions	Vendor	July 21, 2023 @ 5:00 PM ET
Provide Responses to Questions	State	July 28, 2023
Submit Bids	Vendor	August 11, 2023 @ 2:00 PM The public bid opening for this solicitation will be conducted via Microsoft Teams. Join on your computer, mobile app or room device: Click here to join the meeting Meeting ID: 211 063 826 417 Passcode: aMevdY Join with a video conferencing device : ncgov@m.webex.com Video Conference ID: 114 912 792 7

		<u>Alternate VTC instructions</u> Or call in (audio only) <u>+1 984-204-1487,,832328745#</u> United States, Raleigh; Phone Conference ID: 832 328 745#
Contract Award	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 "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # DPC-662266331-MT-R – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

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

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

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

Tips for Using the Sourcing Tool

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

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

2.7 BID CONTENTS

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

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

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor Response 4.1, 4.4, 4.12, 4.13, 4.14, 4.15, 4.16, 6.1, 6.2.3
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- k) Completed and signed version of ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY
- l) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.8 ALTERNATE BIDS

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

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

- 1) Published List Price – is defined as the price regularly offered to the public, not including limited time, one-time only or other promotional pricing. This may include the manufacturer's suggested retail price (MSRP) or public price list (PPL).

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the discounts offered off the Vendor's published catalog price for Basic Lab Supplies or highest percentage offered per manufacturer for Microscopes resulting in the lowest total cumulative price bid, as calculated under the following methodology and based on the historical data referenced in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK.

AWARD TO MULTIPLE OFFERORS:

While the intent of this IFB is to award to multiple vendors, 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.

CALCULATING THE LOW BID

In the Attachment A: Pricing Submittal Workbook vendors shall provide pricing for

1. **Market Basket** - the unit price for each item on the list that is being offered. The extended price will automatically be calculated by multiplying the estimated usage by the offered unit price for each item. Vendors must provide a minimum of 135 of the 150 requested items, in order to be awarded for this category.
2. **Non-Market Basket** - Provide a percentage discount rate off of List Price. The percentage discounted rate will be evaluated by taking the estimated cost of non-market basket items purchased during 2017-2022. The estimated cost of non-market basket items is presumed to be (10%) ten percent of all sales.

Example:

Total Non-Market Basket \$2,753,646.30

Multiply by the Non-Market Basket Discount Percentage (%) Rate *.10

Total Amount Discounted \$2,065,234.73

Category 1 (Market Basket): Vendor shall provide full catalog with proposed contract pricing for a minimum of 135 **basic Laboratory Supplies and Equipment** items in the defined market basket. Attachment A: Pricing Worksheet is a list of preselected items that have been identified and included due to volume purchased based on historical data. Pricing shall include a minimum discount off list price for all items available under this contract. There will be one (1) awarded vendor for this category.

Category 2 (Non-Market Basket): Vendor shall provide full-line catalog with proposed contract pricing for **basic Laboratory Supplies and Equipment** items. Attachment A: Pricing Worksheet is a list of preselected items that have been identified and included due to volume purchased based on historical data. Pricing shall include a minimum discount off list price for all items available under this contract. There will be two (2) awarded vendors for this category, as primary (lowest cost), and secondary (next lowest cost), to allow for product availability.

Category 3: Vendor shall provide highest discount offered per manufacturer for **Microscopes** including accessories. Attachment A: Pricing Worksheet has a list of preselected manufacturers that have been identified and included due to volume purchased based on historical data. There will be one (1) award, per manufacturer, based on the highest discount.

Vendors may bid on one (1), two (2), or all three (3) categories.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award... Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

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

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

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING SUBMITTAL WORKBOOK and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 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 AND INSTALLATION

The Vendor should complete delivery of routine consumables within two (2) business days from the placement of order or within two (2) business days after receipt of purchase order, whichever is sooner. For an order to qualify for two (2) business days, the order must be placed during normal business hours before 1:00PM. For example, an order placed on Monday through Friday from 8:00 AM to 1:00 PM, will qualify for delivery within two (2) business days. An order placed on Monday through Friday after 1:00 PM will qualify for delivery within three (3) business days. Saturdays, Sundays and official State holidays shall not be considered as a business day. All shipments shall be delivered to the location specified by the Ordering Entity. The specified location may include but is not limited to a loading dock, a specific room (inside delivery when possible) or area within a building.

The Vendor should complete delivery of equipment and non-routine order consumables within seven (7) business days from the placement of order or within seven (7) business days after receipt of purchase order, whichever is sooner. For an order to qualify for seven (7) business days, the order must be placed during normal business hours before 1:00PM. For example, an order placed on Monday through Friday from 8:00AM to 1:00PM, will qualify for delivery within seven (7) business days. An order placed on Monday through Friday after 1:00PM will qualify for delivery within eight (8) business days. Saturdays, Sundays and official State holidays shall not be considered as a business day. All deliveries shall be delivered to the location specified by the Ordering Entity. The specified location may include but is not limited to a loading dock, a specific room (inside delivery when possible) or area within a building.

It is recognized by the State that custom-built or made-to-order items may require more time for delivery. The vendor will cooperate with the purchasing entity to establish a suitable delivery schedule.

Delivery shall not be considered to have occurred until installation has been completed, where applicable.

For completion by Vendor: Delivery for consumables, equipment, and non-routine order consumables will be made within indicated business days (per category) after receipt of purchase order. Promptness of delivery may be used as a factor in the award.

Category 1 and 2 – Laboratory Supplies & Equipment: Business Days

Category 3 – Microscopes: 7 Business Days

- a. Vendor shall be required to notify the Ordering Entity within twenty-four (24) hours of order placement if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty.
- b. Vendor shall provide packaging required by all State and Federal regulations for transporting and delivery of all specialty and hazardous materials. The State will be responsible for fees associated with specialty packaging or handling (e.g., dry ice, hazardous materials fees)
- c. If any items ordered have special packaging or handling (e.g., dry ice, hazardous materials fees) these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges. If so identified in the ordering system, such charges may be included as a separate item on the invoice.
- d. Vendor shall assume all risk of damage/loss to products and goods prior to acceptance by the State.
- e. Vendor shall not refuse to ship or deliver any products to the State without giving prompt notice to the Ordering Entity and the Contract Manager at the Division of Purchase and Contract.
- f. Vendors are cautioned that excessively long delivery schedules, as determined by this Division, may be cause for non-award. The State expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet contracted delivery schedules shall constitute cause for removal from the contract.
- g. In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with ATTACHMENT B, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

4.4.1 EQUIPMENT INSTALLATION

All items called for in this IFB, if requested by the Agency, shall be furnished, off-loaded, delivered to the room site, completely installed (and/or setup), training (if required), and left ready for use. In addition, the Vendor shall instruct personnel in the use of equipment in complete compliance with all local codes, published standards and the requirements of this IFB. Any item not specifically requested, but necessary for a complete installation, shall be included. The Vendor shall assume complete responsibility for proper fit of the equipment.

- a. Vendor is cautioned that any excessive installation, repair, labor or travel charges submitted to the State, during the term of this contract may cause the Vendor to be held in default or to be removed from contract.
- b. The State reserves the right to obtain pricing on any used equipment and to use it as a trade-in to obtain additional discounts from the Vendor.
- c. Permits: The Vendor shall supply, at no cost to the State, all necessary permits and / or approvals for Federal, State or Local Government codes and requirements.
- d. Upon completion of the installation and setup, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready for use.
- e. Installation of equipment requiring custom or complex fitting or assembly efforts may be billed under the following conditions:
 - a. The installation charge amounts have been mutually agreed upon between the vendor and the buying entity in advance
 - b. The buying entity is provided an option to affirmatively accept or decline installation services at the time of ordering.
 - c. Any approved charge is listed as a separate line item on the purchase order and invoice.
 - d. Acceptance and approval of charges for installation of such equipment shall be at the sole discretion of the buying entity. Any resulting damages to the equipment or to other state property during the installation by the vendor shall be repaired at the vendor's sole expense.
 - e. General set-up activities needed to make equipment ready for use shall not be considered installation and shall be included in the contract price.

4.5 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.

4.6 ON-TIME DELIVERY RATE

A. Consumables

The Vendor shall maintain an on-time shipment rate of at least 95% of orders being shipped within delivery terms, for routine consumables. On-time shipment is defined as shipping all ordered items to the receiving point designated by the Buyer within the shipping time required in Section 4.5 DELIVERY. The on-time shipping rate is calculated using the following formula:

Shipment Timing	Percent On-Time Shipment Rate
Section 4.5 Business Days	95%

(Number of On-Time Order Shipments)/ (Total Number of Orders) x 100% = On-Time Shipment Rate

Note: On-Time Shipment Rate will be rounded to the nearest whole percent.

NOTE: An order will not be considered shipped until all items in the order have been shipped to the State. This includes all shipments required to complete a given order. Therefore, the "Total Number of Orders" is equal to the total number of orders received, subtracting any orders that are cancelled by the State prior to shipment. If the Vendor makes multiple shipments to fill a single order, the shipment is not considered complete until all items have been shipped. Once all items have been shipped the order will be considered either "On-Time" or "Late". Vendor shall not cancel or require that the State cancel any partial order or item

considered "back-ordered" due to shipment delay unless requested to do so by the State, nor engage in any process or activity with an effect of inflating the actual On-Time Shipment Rate without prior written authorization from the State.

B. Equipment and Non-Routine Order Consumables

The Vendor shall maintain an on-time delivery rate of at least 90% of orders being delivered within seven (7) business days for non-routine consumables and non-Core List items. On-time delivery is defined as delivering all ordered items to the receiving point designated by the Buyer within the delivery time required in Section 4.5 DELIVERY. The on-time delivery rate is calculated using the following formula:

Delivery Timing	Percent On-Time Delivery Rate
Section 4.5 Business Days	95%

(Number of On-Time Order Deliveries)/(Total Number of Orders) x 100% = On-Time Delivery Rate

Note: On-Time Delivery Rate will be rounded to the nearest whole percent.

NOTE: An order will not be considered delivered until all items in the order have been delivered to the State. This includes all items required to complete a given order. Therefore, the "Total Number of Orders" is equal to the total number of orders received, subtracting any orders that are cancelled by the State prior to delivery. If the Vendor makes multiple deliveries to fill a single order, the delivery is not considered complete until all items have been delivered. Once all items have been delivered the order will be considered either "On-Time" or "Late". Vendor shall not cancel or require that the State cancel any partial order or item considered "back-ordered" due to delivery delay unless requested to do so by the State, nor engage in any process or activity with an effect of inflating the actual On-Time Delivery Rate without prior written authorization from the State.

On-Time Shipment Rate of consumables and Delivery Rate of non-routine consumables will be calculated and reported to the State by the Vendor quarterly as part of the Quarterly Management Report. Vendors are required to submit the report and associated on-time shipment rate and Delivery Rate of non-routine consumables by the end of the month following the end of the quarter. If the contract start date does not align with the start of a quarter, on-time shipment and Delivery Rate of non-routine consumables will be calculated on all orders made from the contract start date to the end of the initial quarter. Each order will be accounted for in the quarter during which it was shipped or delivered or should have been shipped or delivered based on the requirements.

Repeated failure of the Vendor to meet the on-time shipment or delivery rate may be cause for default of the Contract at the State's option. The State may choose to terminate the Contract due to repeated failure or to provide Vendor with a "Cure Notice" describing the reason for the notice and the actions Vendor will need to take to cure.

Routine Consumables are defined as products that are intended to be used, discarded, and replaced (i.e., disposable).

Non-routine consumables are defined as products that are not replaced routinely and have an unpredictable life expectancy that is typically replaced or repaired due to failures or deteriorating performance.

On-time delivery rate data shall be provided along with vendor's quarterly reports (see section 6.4).

4.7 EQUIPMENT DEMONSTRATION

Vendor must be capable of demonstrating proposed equipment within seven (7) business days following request at no additional cost to the State. If required, this will be a comprehensive demonstration at a site designated by the buying entity, with hands-on participation by agency operator(s) if necessary.

An operator manual shall be provided to the Agency by request indicating format type. Format types are available either in hard copy, electronic, or online access.

4.8 MINIMUM ORDERS

The minimum order amount, which will qualify for prepaid FOB transportation, is \$50.00 for a single order. Buyers also shall be required to use this contract for orders less than the minimum order amount. However, in such cases the order may 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 shall 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.

4.9 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide, upon request by the State or buying entity, a signed statement from the manufacturer confirming authorization. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer or termination of contract, at the discretion of the State.

4.10 WARRANTY

A. Supplies

For every item sold to the State by the Vendor, the manufacturer's standard warranty shall apply. In addition, the Vendor shall guarantee:

1. Items offered to be free from any and all defects in material, packaging, and workmanship.
2. Replacement of defective items promptly at no charge to the Buyer
3. The item shall do what the Vendor said it would do.
4. The item shall live up to all specific claims that the manufacturer makes in their advertisements.
5. The item shall be suitable for the ordinary purposes for which such item is used.
6. The item shall be suitable for any special purposes that the Buyer has relied on the Vendor's skill or judgment to consider when it advised the Buyer about the product.
7. The item has been properly designed and manufactured.

B. Equipment

The Equipment Warranty applies in addition to the GENERAL WARRANTY as listed above.

The Vendor shall further warrant and represent that components or deliverables specified and furnished by or through the Vendor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for any warranty period provided by the manufacturer.

Defects in the materials or workmanship of components or deliverables specified and furnished by or through the Vendor shall be repaired or replaced by the Vendor at no cost or expense to the Ordering Entity. Vendor shall extend the warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Vendors, its agents, officers, subcontractors, distributors, resellers or employees ("extended warranty").

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider.

4.11 DESCRIPTIVE LITERATURE

The State reserves the right to require, upon request, a complete descriptive literature, specifications, certifications, and all other pertinent data necessary to determine compliance of the item(s) prior to purchase.

4.12 VENDOR'S PUBLISHED CATALOG & LISTS

As a result of this Contract, Vendors shall provide its entire catalog of products. By definition, a Vendor's catalog as a result of this effort, is a Vendor's full line of products within the awarded scope that is consistent with what is offered on its punch-out catalog site. The State deems the right to determine the completeness of the coverage of a Vendor's catalog. **The Vendor's catalog must be submitted with its bid by uploading in section 6.8 of the Ariba Network Sourcing Tool.**

Altered, or unpublished, price lists/literature may subject your bid to rejection. The Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB, or other inquiry will not suffice for the above requirement. Failure to include such information shall be a sufficient basis for rejection of the Vendor's bid. The Vendor shall, where applicable, provide the following information, at a minimum, on the proposed products:

- a. Detailed Manufacturer's Item Description
- b. Manufacturer
- c. Manufacturer Product #
- d. Manufacturer List Price
- e. UOM
- f. Number of Items (bandages, syringes, vials, etc.) per UOM
- g. Internet link to the product if available

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.

4.17 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☒ Contract value in excess of \$1,000,000.00

4.18 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

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.

A. CATEGORIES

Category 1: Laboratory Supplies and Equipment (Market Basket)

Vendor must offer the market basket of lab supplies and equipment.

Category 2: Laboratory Supplies and Equipment (Full-Line Catalog)

Vendor must offer their Full-Line Catalog of lab supplies and equipment, to include the following defined sub-categories.

Category 2: Sub-categories

1. Autoclaving, Sterilization and Lab Washers

- a. Autoclave Bags, Floor Model Sterilizers and Autoclaves, Glassware Washers and Dryers, Microplate Washer Accessories, Microplate Washers, Sterilization Verification Indicators, Sterilization Wrapping Material, Sterilizer and Autoclave Baskets, Sterilizer and Autoclave Printers, Shelves and Accessories, Sterilizer and Autoclave Stands, Sterilizers and Autoclaves, Ultrasonic Cleaners

2. Balances, Scales and Weighing

- a. Balance Accessories, Calibration Weights, Laboratory Balances, Microbalances, Scales, Weighing Papers and Dishes

3. Beakers, Bottles, Cylinders and Glassware

- a. Ampules, Beakers, Bottles, Jars and Jugs, Burettes, Carboys, Crucibles, Cuvets and Cells, Cylinders, Funnels and Filtration, Glass Beads, Stopcocks and Specialty Glass Labware, Glass Microscope Slides and Coverslips, Glass Reservoirs and Reservoir Liners, Multilayer Large Scale Cell Culture Systems, Pots, Spigots, Tanks

4. Chemicals

- a. Acids and Bases, Analytical and Chromatography, Biochemicals and Diagnostics, Buffers and Solutions, Heterocyclic Building Blocks, Organic Building Blocks, Organometallics, Other Inorganic Compounds, Other Organics A-Z, Salts and Inorganics, Solvents, Standards, Water

5. Diagnostic Tests and Clinical Products

- a. Analyzers and Instruments, Chemicals, Clinical Chemistry Analyzers, Diagnostic Tests and Controls, Healthcare Exam Furniture, Hematology and Coagulation Testing, Histology, Cytology, and Anatomical Pathology, Microbiology

6. Dishes, Plates and Flasks

- a. Cell Culture Dishes, Plates and Flasks, Dishes, Flasks, Microplates

7. Education

- a. Apparatus, Chemicals for Education, Consumables and Supplies for Education, Electrical Equipment and Supplies, Electrophoresis for Education, Equipment and Instruments for Education, Laboratory Furniture for Education, Models and Model Making, Physics Apparatus, Preserved Specimens

8. Filtration

- a. Bottle Tops and Filter Units, Extraction Thimbles, Filter Holders and Hardware, Filter Paper, Filtering Flasks and Microplates, Filtering Funnels, Filtering Pipette Tips, Glass Fiber Filters and Prefilters, Membranes for Filtration, Stirred Cells, Syringe and Syringeless Filters

9. Furniture, Storage, Casework, Carts and Hoods

- a. Carts, Chairs and Stools, Classroom Storage Cases, Desks and Workstations, Enclosures, Healthcare Exam Furniture, Hoods and Accessories, Lockers and Equipment Storage Cabinets, Racks, Safety Cabinets, Seismic Bracing Devices and Accessories, Shelving, Sinks, Storage Cabinets and Accessories, Supply Dispensers, Tables and Accessories, Vibration Damping Work Surfaces

10. Gloves, Glasses and Safety

- a. Bags, Chemical Monitoring Instrumentation, Cleaning Supplies, Combustion Testing Instrumentation, Confined Space Ventilation, Controlled Environments and Cleanroom, Ear Plugs and Hearing Protection, Ergonomics, Eyewashes and Showers, Facility Maintenance and Safety, Fall Protection, First Aid and Medical, Glasses, Goggles and Face Masks, Gloves, Hats and Helmets, Hazardous Materials Storage and Disposal, Lab Coats, Aprons and Apparel, Noise Monitoring Instrumentation, Personal Protective Equipment, Radiation Monitoring Instrumentation, Respiratory Protection, Sharps Containers, Spill Control and Containment, Traffic Safety, Wipes and Absorbent Pads

11. Mixers, Shakers and Stirrers

- a. Mixers, Shakers, Rockers, and Rotators, Stirrers and Stir Bars, Vortexers

12. Pipets, Pipettes and Pipette Tips

- a. Dispensers, Pipet Cleaning Equipment, Pipet Tips and Racks, Pipets, Pipettes

13. Laboratory Refrigerators, Freezers and Cryogenics

- a. Boxes and Containers for Refrigerators and Freezers, Combination Refrigerator Freezers, Freezers, Liquid Nitrogen and Cryopreservation Storage, Refrigerators

14. Spatulas, Forceps and Utensils

- a. Cell Lifters, Scrapers, and Spreaders, Cell Strainers, Clamps and Supports, Cloning Rings and Cylinders, Cork Borers, Dissection Equipment, Inoculating Loops and Needles, Knives and Scalpels, Mortars and Pestles, Safety Pins, Samplers, Scissors, Sieves, Spatulas, Stir Bars and Rods, Syringes and Needles, Tongs, Tweezers and Forceps

15. Syringes and Needles

- a. Needles, Sharps Containers, Syringe Filters, Syringes and Syringes with Needles

16. Test Tubes, Vials, Caps and Closures

- a. Tube and Vial Racks and Storage, Tubes, Vials

17. Thermometers, pH Meters, Timers and Clocks

- a. Barometers, Hygrometers, Moisture Meters, Psychrometers, Temperature Indicator Tapes, Thermometers, Timers, Clocks, and Stopwatches, Titrators, pH and Electrochemistry

18. Wipes, Towels and Cleaning

- a. Cleaners and Disinfectants, Handcare, Soaps, and Sanitizers, Wipes and Absorbent Pads

Category 3: Microscope

Vendor must offer their Full-Line Catalog for microscopes (including parts and components) commonly used in public entity settings such as educational, research, clinical requirements, etc. Additional manufacturers are welcomed to be submitted; however, commonly procured manufacturers in the past five (5) years include:

1. Olympus
2. Leica
3. Accu-Scope
4. Meiji
5. Labomed
6. Motic Instruments
7. Nikon Brand

5.2 EQUIPMENT SERVICE REQUIREMENTS

All Lab Equipment Maintenance shall be properly serviced and in proper operating condition, with all mechanical and appearance defects corrected, when delivered to, or designated as ready for pick-up by, the Authorized Entity. Vendor shall perform final checks and service, in addition to any prior factory servicing, on each piece of equipment ordered, as follows:

1. Have the OEM's recommended pre-delivery service completed.
2. Be free from all Dealer signs/emblems, and the removal of all unnecessary tags, stickers, paper, etc.
3. Careful check to ensure proper operation of all mechanical and electrical features.
4. Careful check to ensure absence of appearance defects.
5. Include a copy of the OEM warranty and service policy with all warranty vouchers, certificates, and coupons. Delayed warranty forms are to be provided with the required Lab Equipment Maintenance paperwork.
6. Have each component identified with an identification tag that provides the OEM's name, Model, and individual serial number if applicable.

5.3 CERTIFICATION AND SAFETY LABELS

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. 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.

By signing this IFB, vendor agrees to adhere to the following:

- a. The complete product(s) offered herein comply with the above requirements.
- b. Vendor shall ensure (prior to shipping) that all items offered and ordered shall meet all state and federal requirements including OSHA.
- c. All certification and safety labels shall be affixed to the exterior of equipment.
- d. Any cost associated with certification is to be included in the item pricing.

5.4 OPTIONAL VALUE-ADDED SERVICES

Vendors may provide Value-Added Services along with description and pricing offered on the Attachment A: Pricing Form. During the award process, the state has the option to negotiate the services being offered. Please be advised that any value-added services offered are optional and will not be included in the bid evaluation process; however, they may be taken into consideration at the State's discretion. The State does not imply or intend that any value-added service will be deemed acceptable.

6.0 CONTRACT ADMINISTRATION

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

State Contract Administrator: Melinda Tomlinson (Melinda.tomlinson@doa.nc.gov)

State Contract Manager: Kayla Glenn (Kayla.glenn@doa.nc.gov)

Note: In the event the State's Contract Administrator or Contract Manager changes, notification will be sent to the Vendor's Contract Manager and the Contract Synopsis on the DOA P&C website will be updated.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	Stephanie Enoch
Office Phone #:	336 538 1842
Mobile Phone #:	336 269 2678
Email:	info@associatedmicroscope.com

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	Stephanie Enoch
Office Phone #:	336 538 1842
Mobile Phone #:	336 269 2678
Email:	info@associatedmicroscope.com

6.2 ELECTRONIC PRODUCT CATALOG

Vendors have two (2) options to select from for managing products using the State's NC E-Procurement Services to develop and manage a catalog solution. Options include:

1. Line-Item Catalog –
 - a. Limited to no more than 4,000-5,000 available products.
2. Punch-Out Catalog –
 - a. No limit to products available.
3. Ordering Instructions –
 - a. No limit to products available.

6.2.1 Line-Item Catalog Solution

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/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.
- b. 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".
- c. 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.
- d. 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 identifiers for specific types of products, to include NC HUB Certified (2nd Tier) products, Sustainable products, Contract products; and
 5. Include in the catalog any additional content required by the State; and
 6. Limit the line-item catalog content to the Vendor's statewide contract offering
- e. 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.

6.2.2 Punchout Catalog Solution

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to deliver a punch-out catalog solution. The Vendor agrees to the following:

- a. Vendor shall deliver a punch-out catalog which must be approved and available for use within thirty (30) calendar days of notice of award. Vendor shall limit the punch-out catalog content to the Vendor's statewide contract offering. By providing a punch-out catalog, Vendor shall provide its own catalog (the "online catalog"), which must be capable of communication between the E-Procurement System and a supplier's ERP system via Commerce Extensible Markup Language (cXML) 1.0 or 1.1 standards.
- b. Vendor shall ensure its online catalog marketplace is up-to-date or as requested by the State; updating the offered products/services and pricing listed on its online catalog.
- c. Vendor shall deliver a punch-out catalog that contains only items that are in the scope of the awarded contract. The Vendor shall have the capability to block from the punch-out catalog those items as designated by the State or Supplier Manager. "Blocking" is defined as the electronic removal of product information and prices from the punch-out catalog solution. For each item included, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, and contract price.
- d. The Vendor shall meet the following requirements:
 1. Vendor shall include in the catalog the most current pricing, inclusive of all applicable administrative fees and or discounts, as well as the most up-to-date product offering the Vendor is authorized to provide in accordance with the contract; and
 2. Vendor shall maintain the accuracy of the catalog throughout the duration of the contract; and
 3. Vendor shall include in the catalog detailed product line-item descriptions; and Vendor shall include in the catalog pictures when possible; and

4. Vendor shall include in the catalog any additional content required by the State or Supplier Manager; and
5. Vendor shall make access to the punch-out catalog available 24 hours a day, 7 days a week.
- e. 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.

Only those products awarded under this contract, as determined by the State, shall be made available for purchase from the punch-out catalog. Products not awarded under this contract shall be blocked from the punch-out catalog or may not be displayed on the site. In addition, the punch-out catalog shall not allow a user to add non-contract items to a shopping cart or to the E-Procurement System.

6.2.3 Ordering Instructions Solution

The State will allow for 'Ordering Instructions' for custom built or customized equipment purchases only. Vendor will be required to provide the sales representative's contact information at the time of award. If selected for contract award, the State will work with awarded vendors and the E-Procurement team to create catalogs that meet the requirements for ordering instructions depending on the complexity of the awarded contract and the number of items available.

6.2.4 Vendor shall indicate which catalog solution they intend to use. Please select one (1):

- ☒ Line-Item Catalog
- ☐ Punch-Out Catalog
- ☐ Ordering Instructions (for custom built or customized equipment only)

6.3 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically semi-annually 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.

Business Review meetings shall be scheduled semi-annually, Business review meetings shall be presented by the Vendor and be inclusive of the following:

1. Spend overview (State Agency Spend) FY Comparison
 - a. Volume Discount
2. Product Cost Savings from list price
3. Product Accuracy Rate – Percent of equipment invoiced and shipped without post order correction
4. Complete Shipment Rate – Percent of orders filled in one (1) shipment
5. On Time Delivery Rate – Percent of orders delivered within contract delivery term
6. Challenges
7. Improvement Ideas

6.4 CONTINUOUS IMPROVEMENT

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

6.5 QUARTERLY STATUS REPORTS

The Vendor shall be required to provide Sales Management Reports to the above designated Contract Manager on a quarterly basis. This report shall include, at a minimum, information concerning:

1. Sales Report (total cost) by state entity, to include agencies, community colleges, universities, school systems, local government entities.

2. Sales Report Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Any additional delivery charges such as specialty packaging or overnight delivery, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

Quarterly Sales Management Reports shall be sent to PCReports@doa.nc.gov with the Contract Manager copied at the above indicated e-mail address . Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the Contract.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the [Vendor Quarterly Spend Data Report](#). The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Vendor shall submit the Quarterly Sales 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.

6.6 INVOICES

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

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

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

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 PRODUCT RECALL

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

6.9 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any changes for *one (1) year* from the effective date of the Contract.

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

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

6.10 PERCENTAGE OFF ADJUSTMENTS

Percentage discounts proposed by the Vendor shall be firm against any decreases for one (1) year from the effective date of the Contract.

Percentage discounts requests shall be submitted in writing to the Contract Administrator, which shall include the reason(s) for the request and contain supporting documentation for the need. Percentage discount decreases will be negotiated and agreed to by both the State and Vendor in advance of any changes going into effect. The State is not obligated to accept pricing adjustments and reserves the right to accept or reject them in part or in whole.

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

6.11 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.

6.12 TAXES

No taxes shall be included in any bid prices.

6.13 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

VENDOR'S NAME
Associated Microscope Inc.

ATTACHMENT A: Pricing Submittal Workbook							
For each manufacturer below, Vendors must enter the current published price list name or catalog, publication date, and the maximum percentage discount offered for each referenced manufacturer. Vendors <u>DO NOT</u> have to bid on all manufacturers.				OPTIONAL: Vendors may offer current published list price name or catalog, publication date, and the maximum percentage discount offered for <u>additional manufacturers</u> below.			
Olympus				Manufacturer Name:	National Optical		
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount	Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope			%	Microscope	National Optical 2023 Price List	2023	21%
Accessories			%	Accessories	National Optical 2023 Price List	2023	10%
Leica				Manufacturer Name:	Motic Swift Line		
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount	Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope			%	Microscope	Motic Swift Line 2023 Price List	2023	21%
Accessories			%	Accessories	Motic Swift Line 2023 Price List	2023	10%
Accu-Scope				Manufacturer Name:	Unitron		
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount	Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope	Accu-Scope Price List 202	2023	22%	Microscope	Unitron 2023 Price List	2023	15%
Accessories	Accu-Scope Price List 202	2023	15%	Accessories	Unitron 2023 Price List	2023	10%

<i>Meiji</i>			
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope			%
Accessories			%

<i>Labomed</i>			
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope	LABOMED Life & Material	2023	20%
Accessories	LABOMED Life & Material	2023	10%

<i>Motic Instruments, Inc.</i>			
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope			%
Accessories			%

<i>Nikon Brand</i>			
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope			%
Accessories			%

<i>Manufacturer Name:</i>	<i>Accu-Scope Unitron Cameras</i>		
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope			%
Accessories	Accu-Scope Unitron Cameras 20	2023	15%

<i>Manufacturer Name:</i>			
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope			%
Accessories			%

<i>Manufacturer Name:</i>			
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope			%
Accessories			%

<i>Manufacturer Name:</i>			
Item	CatalogID/ Price List Name	CatalogID/ Price List Date	Vendor Discount
Microscope			%
Accessories			%



SOLCITATION ADDENDUM

Issuing Agency:	Division of Purchase & Contract
Solicitation Number:	DPC-662266331-MT-R
Solicitation Description:	Basic Laboratory Supplies & Microscopes
Solicitation Opening Date and Time:	August 23, 2023 @ 2:00 PM ET
Addendum Number:	01
Addendum Date:	August 8, 2023
Purchasing Agent:	Melinda Tomlinson

2.4 IFB SCHEDULE - REVISED

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	June 30, 2023
Submit Written Questions	Vendor	July 21, 2023 @ 5:00 PM ET
Provide Responses to Questions	State	July 28, 2023
Submit Bids	Vendor	August 23, 2023 @ 2:00 PM The public bid opening for this solicitation will be conducted via Microsoft Teams . Join on your computer, mobile app or room device: Click here to join the meeting Meeting ID: 211 063 826 417 Passcode: aMevdY Join with a video conferencing device : ncgov@m.webex.com Video Conference ID: 114 912 792 7 Alternate VTC instructions Or call in (audio only) +1 984-204-1487,,832328745# United States, Raleigh; Phone Conference ID: 832 328 745#
Contract Award	State	TBD

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ADDENDUM NUMBER: Error! Reference source not found.

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
1	1.0 Purpose & Background	The State, through the DOA P&C is seeking Vendors for a STC to supply the State's requirements for new, unused and in current production Laboratory Supplies and Equipment, in two (2) categories: 1) Basic Laboratory Supplies & Equipment (Market Basket) 2) Basic Laboratory Supplies & Equipment (Full-Line Catalog) and 3) Microscopes (including parts and components)	The State, through the DOA P&C is seeking Vendors for a STC to supply the State's requirements for new, unused and in current production Laboratory Supplies and Equipment, in three (3) categories: 1) Basic Laboratory Supplies & Equipment (Market Basket) 2) Basic Laboratory Supplies & Equipment (Full-Line Catalog) and 3) Microscopes (including parts and components)
2	2.7 Bid Contents	Vendors shall upload the following items and attachments in the Sourcing Tool: a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number. b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB. c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned. d) Vendor Response 4.1, 4.4, 4.12, 4.13, 4.14, 4.15, 4.16, 6.1, 6.2.3 e) Completed version of ATTACHMENT A: PRICING f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION j) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable k) Completed and signed version of ATTACHMENT I:	Vendors shall upload the following items and attachments in the Sourcing Tool: a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number. b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB. c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned. d) Vendor Response 4.1, 4.4, 4.12, 4.13, 4.14, 4.15, 4.16, 6.1, 6.2.3 e) Completed version of ATTACHMENT A: PRICING f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE

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ADDENDUM NUMBER: Error! Reference source not found.

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
		ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY I) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL	AGREEMENTS and OMB STANDARD FORM LLL

***DUE TO THE VOLUME AND COMPLEXITY OF THE QUESTIONS SUBMITTED THE STATE WILL NEED ADDITIONAL TIME TO PROVIDE RESPONSES. ANY NEW UPDATES WILL POSTED AS A SUBSEQUENT ADDENDUM.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Stephanie Enoch
Authorized Signature

8/8/23
Date

Stephanie Enoch
Printed Name

Partner
Title



SOLICITATION ADDENDUM

Issuing Agency:	Division of Purchase & Contract
Solicitation Number:	DPC-662266331-MT-R
Solicitation Description:	Basic Laboratory Supplies & Microscopes
Solicitation Opening Date and Time:	September 20, 2023 @ 2:00 PM ET
Addendum Number:	03
Addendum Date:	September 8, 2023
Purchasing Agent:	Melinda Tomlinson

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR RESPONSE TO REJECTION.

1. The Solicitation is hereby modified as follows:

2.4 IFB SCHEDULE – (Remaining Schedule) *REVISED*

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
Submit Bids	Vendor	September 20, 2023 @ 2:00 PM The public bid opening for this solicitation will be conducted via <u>Microsoft Teams</u> . Join on your computer, mobile app or room device: <u>Click here to join the meeting</u> Meeting ID: 211 063 826 417 Passcode: aMevdY Join with a video conferencing device : <u>ncgov@m.webex.com</u> Video Conference ID: 114 912 792 7 <u>Alternate VTC instructions</u> Or call in (audio only) <u>+1 984-204-1487,,832328745#</u> United States, Raleigh; Phone Conference ID: 832 328 745#
Contract Award	State	TBD

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ADDENDUM NUMBER: Error! Reference source not found.

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
1	1.0 Purpose & Background	The State, through the DOA P&C is seeking Vendors for a STC to supply the State's requirements for new, unused and in current production Laboratory Supplies and Equipment, in two (2) categories: 1) Basic Laboratory Supplies & Equipment (Market Basket) 2) Basic Laboratory Supplies & Equipment (Full-Line Catalog) and 3) Microscopes (including parts and components)	The State, through the DOA P&C is seeking Vendors for a STC to supply the State's requirements for new, unused and in current production Laboratory Supplies and Equipment, in three (3) categories: 1) Basic Laboratory Supplies & Equipment (Market Basket) 2) Basic Laboratory Supplies & Equipment (Full-Line Catalog) and 3) Microscopes (including parts and components)
2	2.7 Bid Contents	Vendors shall upload the following items and attachments in the Sourcing Tool: a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number. b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB. c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned. d) Vendor Response 4.1, 4.4, 4.12, 4.13, 4.14, 4.15, 4.16, 6.1, 6.2.3 e) Completed version of ATTACHMENT A: PRICING f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION j) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable k) Completed and signed version of ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY l) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE	Vendors shall upload the following items and attachments in the Sourcing Tool: a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number. b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB. c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned. d) Vendor Response 4.1, 4.4, 4.12, 4.13, 4.14, 4.15, 4.16, 6.1, 6.2.3 e) Completed version of ATTACHMENT A: PRICING f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

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Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
		AGREEMENTS and OMB STANDARD FORM LLL	
3	3.1 Method of Award	2. Non-Market Basket - Provide a percentage discount rate off of List Price. The percentage discounted rate will be evaluated by taking the estimated cost of non-market basket items purchased during 2017-2022. The estimated cost of non-market basket items is presumed to be (10%) ten percent of all sales.	2. Non-Market Basket - The State will randomly select items from each category and apply the publicly available list price and percentage discounts to determine the best value for the State.
4	Pricing Attachment A	See original Attachment A	Added Tab for Non-Market Basket Value Add, to allow for additional percentage discount off of multiple manufactures offered within full line catalog. The Market Basket tab has been revised to incorporate a broader range of market basket items.
5	3.1 Method of Award	Category 1: Vendor shall provide full catalog with proposed contract pricing for a minimum of 120 basic Laboratory Supplies and Equipment items. Attachment A: Pricing Worksheet is a list of preselected items that have been identified and included due to volume purchased based on historical data. Pricing shall include a minimum discount off list price for all items available under this contract.	Category 1: Vendor shall provide full catalog with proposed contract pricing for a minimum of 270 (90%) basic Laboratory Supplies and Equipment items. Attachment A: Pricing Worksheet is a list of preselected items that have been identified and included due to volume purchased based on historical data. Pricing shall include a minimum discount off list price for all items available under this contract.

2. The following are questions received about the Solicitation and the State's response to those questions:

Question #	Document Section	Vendor Question	State's Response
1	General Solicitation	We are interested in having a Master Purchase Agreement with the State but it seems that the new price list has removed the option to offer laboratory equipment to you. We are a manufacturer of LC & MS equipment and we do a lot of business with the State, it would be extremely beneficial to be able to offer those products under a master agreement with you and not have to negotiate the purchase every time. Can you please advise if you have plans to open up a new procurement for larger laboratory equipment or can you open this solicitation up to allow for more product lines?	Please see Sections: 1.0 – Purpose and Background 5.1.A – Specification Categories 1, 2, and 3 These sections define the State's intent to maintain a market basket for top used equipment and supplies, full line catalogs for equipment, supplies, and microscopes. Attachment A: Pricing Worksheet provides three (3) tabs for each category, in addition to a fourth tab for optional value-added services, to allow for suppliers to provide market basket and/or full line catalogs for equipment and supplies. All product lines are open for response.

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Question #	Document Section	Vendor Question	State's Response
2	General Solicitation	If we cannot provide equivalent to the vendors mentioned but can provide microscopes, should we place a bid for our microscopes? We have done business with the State under our NASPO agreement. If you accept alternate vendors under this bid should we supply a complete price list of our products?	Yes. Please see <i>Microscope – Market Basket</i> tab on the Attachment A. Vendors may offer current published list price name or catalog, publication date, and the maximum percentage discount offered for manufacturers not listed, in the spaces highlighted in yellow, to add the manufacturer name being provided.
3	Att. A	Attachment A, Non-Market Basket tab, 1. Minimum Discount Off List – May we add sub-product categories under the product categories? In other words, can we provide more than one single discount off list in each product category? This would be advantageous to the State due to the fact that all these product categories contain products from multiple manufacturers with different discount structures. To give an example: in “Chemicals” we can offer chemicals from several different manufacturers, each of which provides us with a different discount off list as our discount. Further, within manufacturers’ offerings there are chemicals like solvents that are very highly discounted by manufacturers, and also biochemical reagents that are commonly used, but come with much lower discounts from the manufacturers. If we were required to provide all chemicals at the same discount percentage, we’d be forced to offer the best discount sustainable for the biochemicals on the solvents as well, and the resulting discount for the category wouldn’t be as good for the State as we could offer if we could differentiate. The same logic would apply to similar products from different manufacturers. For example, Brand A pipette manufacturer might provide a distributor 50% off list on their product but Brand B pipette manufacturer (also a desirable brand in the marketplace) might only offer 35% off list to distributors. If we are required to discount all pipettes at the same level to the State, we are forced to choose a discount that works within Brand B’s structure and the State would miss out on the larger discount that could be offered on Brand A	No. For the purpose of determining the best value for the state, provide the most advantageous discount (minimum discount), per defined category, that can be applied as a minimum discount off publicly available list price. Vendors will have the ability to define the catalog product pricing with the minimum discount, or higher.

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Question #	Document Section	Vendor Question	State's Response
4	3.1 Method of Award	Calculating the Low Bid, Example, Total Non-Market Basket -- In the example, how do you arrive at the "Total Non-Market Basket" figure? Is this just a total picked at random or is there a number that each bidder will arrive at individually, based on their non-market basket submission, that will differ from bidder to bidder, or is the only thing that might differ from bid-to-bid in this example the discount percentage rate? Also, we think the math in the example is a typo or a cut-paste from a different example. Should the discount rate in the example be .25 or the total amount discounted be a different number if the discount stays at .10?	See Addendum Section 1, Modification #3. Please note that the sample provided on the pricing form is solely for demonstration purposes and does not reflect actual products or discounts. It is intended to serve as a guide for entering information accurately.
5	2.7 Bid Contents	J and K – We cannot find the attachments referred to (H and I) anywhere in the bid. Can you please help us locate them?	See Addendum Section 1, Modification #2.
6	Att. A	Descriptions of requested discounts are referred to in different places as "maximum discount off list" and "minimum discount off list." We assume you mean "minimum discount off list" throughout. Can you please confirm?	Yes. Minimum discount off list price is correct.
7	Att. A	On the Microscope - Market Basket tab - - Does vendor need to offer the entire product line from a manufacturer to bid that manufacturer? We only offer a limited number of microscopes from a manufacturer, but we can get items that we normally don't stock. Delivery time will be longer than the requested 7 days, but we can get additional microscopes if the customer agrees to the extended delivery time.	If a manufacturer's product line offers more than microscopes, vendors are only required to offer the full line of microscope equipment and supplies, if bidding on that category. Vendors can also indicate delivery times in the section 4.4 Delivery and Installation.
8	4.12 Vendor's published catalog & lists	The State requires a copy of the entire catalog of products to be uploaded in Section 6.8 of the Ariba Network Sourcing Tool. Since our catalog encompasses over 2.5 million products and we are currently a punchout vendor for the State of NC, will a link to our website satisfy this requirement? If a link is not acceptable, will the Ariba tool allow for files that are over 40MB in size to be uploaded?	A link to the website will satisfy the State's requirement.
9	Att. A	The State has a section for bidders to include alternatives to the exact item on the market basket. How will the State evaluate the alternative items to ensure that the alternatives provided are the same quality and specifications required by the agencies and educational entities?	Vendors are required to provide a reference web address for detailed specifications of proposed substitute items for evaluation.

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Question #	Document Section	Vendor Question	State's Response
10	Att. A	Please clarify the information that you would expect to see for the below column headings? Catalog ID/Price List Name Catalog ID/Price List Date	Vendors must enter the <i>current published list price name or catalog and publication date</i> .
11	Att. A	Under the instructions tab and on the Non-Market basket tab, the State asks for the MAXIMUM percentage discount for each category. However, in the Method of Award section 3.1, the State is asking for the MINIMUM discount off list. Please clarify which you are asking for.	The State is asking for the minimum percentage discount. See revised Attachment A Pricing Form.
12	Att. A	The State has requested a maximum discount for this tab. Considering the confusion on the other tabs with regard to the max vs min, please clarify if you want the maximum discount or the minimum discount for this category.	The State is requiring a minimum percentage discount.
13	4.10 Warranty, B. Equipment	We would like to add the following comments to section. Will the State allow this? NOTWITHSTANDING THE FOREGOING, PRODUCTS SUPPLIED BY VENDOR THAT ARE OBTAINED BY VENDOR FROM AN ORIGINAL MANUFACTURER OR THIRD-PARTY SUPPLIER ARE NOT WARRANTED BY VENDOR AND VENDOR DISCLAIMS ALL WARRANTIES ASSOCIATED WITH THE ACCURACY OF ANY ORIGINAL MANUFACTURER OR THIRD-PARTY SUPPLIER PRODUCT INFORMATION, BUT VENDOR AGREES TO ASSIGN TO STATE ANY WARRANTY RIGHTS IN SUCH PRODUCT THAT VENDOR MAY HAVE FROM THE ORIGINAL MANUFACTURER OR THIRD-PARTY SUPPLIER, TO THE EXTENT SUCH ASSIGNMENT IS ALLOWED BY SUCH ORIGINAL MANUFACTURER OR THIRD-PARTY SUPPLIER. In no event shall Vendor have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by State, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Vendor. If Vendor	The State reserves the right to negotiate this provision of the contract prior to contract award.

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Question #	Document Section	Vendor Question	State's Response
		determines that Products for which State has requested warranty services are not covered by the warranty hereunder, State shall pay or reimburse Vendor for all costs of investigating and responding to such request at Vendor's then prevailing time and materials rates. If Vendor provides repair services or replacement parts that are not covered by this warranty, State shall pay Vendor therefor at Vendor's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN VENDOR WITHOUT VENDOR'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY VENDOR, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF STATE IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, VENDOR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.	

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Question #	Document Section	Vendor Question	State's Response
14	4.19 Limitation Liability	We would like to add this section to the IFB documents. Will the State allow this? NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF VENDOR UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF VENDOR FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY STATE TO VENDOR WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER VENDOR (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.	The State reserves the right to negotiate this provision of the contract prior to contract award.
15	5.3 Certification and Safety Labels	Please clarify if this requirement applies to all equipment purchased with a <u>standard electrical plug</u> or if it only applies to an item that is HARD-WIRED, and not an instrument that is plug and play.	This requirement applies to all items the fits into the following description: <i>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.</i>

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Question #	Document Section	Vendor Question	State's Response
16		Questions 1. Upon review, if there are bid terms and conditions Vendor may not be able to agree to, will the State allow Vendor to include clarifications or exceptions as part of its bid submission? 2. Specifically, if there are insurance requirements that Vendor may not be able to agree to will the State consider exceptions to insurance terms and conditions? 3. Will the resulting contract from this solicitation be federally funded in whole or in part? 4. Does the State consider electronic signatures to be valid "original" signatures (i.e.: DocuSign)? 5. Can the State please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid?	1. As per section 2.3 Notice to Vendors Regarding IFB Terms and Conditions of the IFB, <i>The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of Best and Final Offer (BAFO).</i> 2. See response to #1 above. 3. The buying entities may use federal funds to purchase items covered by this contract. 4. Yes. 5. No. The current contract bid tabulation does not reflect consistent needs from current solicitation. For this reason, the bid tabulation will not be shared, as part of this addendum. If vendor(s) desire information regarding current contracts, please submit a public records request.
17	Att A	From Attachment A, Pricing Form, Market Basket: We found that the following lines were not searchable via the web and insufficient descriptive information is provided for to identify and cross the requested items: 40, 102, and 123. Please provide additional information or delete these lines.	See the revised pricing form.
18	Att A	From Attachment A, Pricing Form, Market Basket: Lines 84-90 are duplicated as Lines 91-97. Please delete the duplicated lines.	See the revised pricing form.
19	Att A	From Attachment A, Pricing Form, Market Basket: Additional duplicated lines are: 129/131, 130/132, and 149/150. Please delete the duplicated lines.	See the revised pricing form.

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Question #	Document Section	Vendor Question	State's Response
20	Att A	From Attachment A, Pricing Form, Non-Market Basket. Row 7 states "Discount Percentage Off Published List Price: Enter the maximum discount to be applied. Row 10 states" Minimum Discount off Published List Price. Please clarify if bidders are providing a maximum or a minimum discount off of list price.	The State is asking for the minimum percentage discount. See revised Attachment A Pricing Form.
21	Att A	From Attachment A, Pricing Form, Non-Market Basket. Rows 13-30. Are bidders allowed to offer multiple discounts in each row, or a single discount in each row? Can the discount vary by row or are all categories to carry the same minimum discount?	Vendors are asked to provide the minimum, discount per row. The discounts may vary by row (category).
22	3.1 Method of Award	Calculating low bid for the Non-Market Basket. The State asks bidders to provide a single percentage off List Price in each category line on the Non-Market Basket tab. This Section implies that the State will then multiply the "Discount Percentage Rate" provided by the bidder to the Non-Market Basket Spend of \$2,753,646.30 to determine the "Total Amount Discounted". The lowest "Total Amount Discounted" will be the apparent low bidder. If multiple discounts are input into the Non-Market Basket worksheet in Rows 13-30, how will the State account for various discounts and perform the calculations when it only indicates it has a Total for the Non-Market Basket?	Please see Addendum Section 1, Modification # 3 above.
23	3.1 Method of Award	Calculating low bid for the Non-Market Basket. How will the State, in its evaluation of "Total Amount Discounted", address the fact that list prices are different between the large distribution companies? It seems to us that the distributor with the highest list prices would be able to offer a larger discount and thus win appear to be the lowest bidder when in fact the net prices to the State would be higher. Will the State further clarify how it will fairly evaluate bidder's offers relative to Non-Market Basket?	Please see Addendum Section 1, Modification # 3 above.
24	Att. A	Can you please define clearly how Non-Market Basket discounts will be fairly evaluated when the products offered in total and by category, and the list prices by bidder, will all be different for each bidder?	Please see Addendum Section 1, Modification # 3 above.
25	2.7 Bid Contents	Item K requires a completed and signed version of Attachment I: Acknowledgment of COVID-19 Vaccination and Testing Policy. I did not see this attachment with the bid documents. Please advise.	Please see Addendum Section 1, Modification # 1 above.

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Question #	Document Section	Vendor Question	State's Response
26	2.7 Bid Contents	Could you please kindly let know where to locate the below attachment that are listed on the second RFP document that was issued on June 30 . (page 10 of the PDF file attached under section 2.7 Bids Contents) j/ Completed and Signed version of ATTACHMENT H: VENDOR REQUEST FOR E050 PRICE-MATCHING , if applicable k/ Completed and signed version of ATTACHMENT I: ACKNOWLEDGEMENT OF COVID-19 VACCINATION AND TESTING POLICY .	Please see Addendum Section 1, Modification # 1 above.
28	2.7 Bid Contents	On Page 8 of DPC-662266331-MT-R - STC Laboratory Supplies and Equipment - IFB.pdf, under 2.7 Bid Contents, item K requires a completed and signed version of Attachment I: Acknowledgment of COVID-19 Vaccination and Testing Policy. I did not see this attachment with the bid documents. Please advise.	Please see Addendum Section 1, Modification # 2 above.
29	2.7 Bid Contents	In regards to RFP 3 DPC-662266331-MT-R - STC Laboratory Supplies & Microscopes, could you please kindly let Vendor know where to locate the below attachment that are listed on the second RFP document that was issued on June 30 . (page 10 of the PDF file attached under section 2.7 Bids Contents) j/ Completed and Signed version of ATTACHMENT H: VENDOR REQUEST FOR E050 PRICE-MATCHING , if applicable k/ Completed and signed version of ATTACHMENT I: ACKNOWLEDGEMENT OF COVID-19 VACCINATION AND TESTING POLICY	Please see Addendum Section 1, Modification # 2 above.

Check **ONLY ONE** of the following options and return one properly executed copy of this Addendum prior to the Solicitation opening time and date.

- ☐ A response was submitted prior to this Addendum. An updated response has been submitted to address the changes resulting from this Addendum.
- ☐ A response was submitted prior to this Addendum. **NO CHANGES have resulted** from this Addendum.
- ☐ A response was **not** submitted prior to this Addendum. **ANY CHANGES resulting** from this Addendum are included in our response.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

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Authorized Signature

Date

Printed Name

Title