

# State of North Carolina Department of Administration IFB No. DPC-1229399848-BJ

December 4, 2024

MSC Industrial Supply Co. (MSC) appreciates the opportunity to participate in the **State of North Carolina's (the State's) Lathe and Metalworking Machines Invitation for Bid (IFB)**.

MSC confirms that we have read the IFB in its entirety, including all links and Addenda released in conjunction with the IFB. Through the submission of our proposal, MSC agrees to perform in accordance with the IFB scope of work, requirements and specifications. Please note, MSC does not provide a Trade-In Allowance (Section 4.10). MSC has reviewed the State's Terms and Conditions and provided our **Letter of Clarifications and Deviations** with our response.

MSC and our Public Sector team are uniquely qualified to both meet and exceed the State's program requirements. We also provide valuable metalworking and machining programs to complement the required products, including:

- **Machinery Sales, Service and Parts Team**
- **Leading Metalworking Product Distributor**
- **Metalworking Specialists**
- **MillMax® and TechMate™ Programs**
- **Consultative Services**
- **Extensive Data Analytics**

MSC is looking forward to building a partnership with the State. If you have any questions, please do not hesitate to reach out to me.

Regards,

*Ralph Walton*

**MSC Industrial Supply Co.**

Ralph Walton

Account Manager Public Sector

346-312-1662

Ralph.Walton@mscdirect.com



## QUALIFICATIONS STATEMENT

Founded in 1941, MSC is a \$4 billion nationwide distributor of MRO, metalworking and industrial supplies. We are fully positioned to successfully support the State via our five Customer Fulfillment Centers (CFCs) located in:

- **Harrisburg, PA**
- **Atlanta, GA**
- **Hanover Park, IL**
- **Elkhart, IN**
- **Reno, NV**

MSC also provides a variety of value-added services and benefits that achieve cost-savings, productivity and growth for our customers:

- **2.4 million products**
- **Competitive Pricing and Discount Programs**
- **Same Day Shipping**
- **Continual Improvement Programs**
- **Enhanced mscdirect.com website**
- **Extensive Eprocurement Capabilities**
- **Customized Supply Chain Solutions**

## DEDICATED PUBLIC SECTOR TEAM

**Ralph Walton** will be the State's dedicated **Account Manager Public Sector**. The State will also have access to a local team of experienced sales associates and specialists, including:

- **Public Sector Key Account Sales Consultant**
- **Metalworking Specialists**
- **Dedicated State of North Carolina Customer Care Team**
- **Machinery Sales / Service / Parts Team**

**North Carolina State Customer Care:**

888-495-0682

NCState@mscdirect.com

mscdirect.com

## PROGRAM BENEFITS & SERVICES

MSC provides a variety of value-added benefits to enhance our overall program, including:

- **2.4 Million In-Stock Products:** With 2.4 million in-stock SKUs available, we've established a one-stop shop across 40 categories for our customers.
- **Leading U.S. Metalworking Distributor:** Our product portfolio includes Kennametal, Sandvik, Iscar, Seco and Walter brands along with high-performance exclusive brands that provide high value, cost-effective alternatives for our customers. Our product array allows for the recommendation of the right-priced tool for the application rather than pushing a single manufacturer as an acceptable solution.
- **Same-Day Shipping:** With an approximate 99% fill rate, MSC can ship qualified, in-stock orders the same day provided the order is placed by the 8pm, ET, cut-off time.
- **Continuous Improvement:** Our proven, repeatable process identifies areas for improved productivity, safety, profitability and efficiency. We then customize plan of action and solutions to improve productivity and achieve savings. We document all savings with **Cost Savings Documentation**.
- **ControlPoint Inventory Management Solutions:** Our innovative Vending Solutions, Inventory Management Software, Vendor Managed Inventory (VMI) and Customer Managed Inventory (CMI) programs, are key to lowering customers' inventory investment, reduce sourcing costs and out-of-stock situations, and increasing business efficiency.
- **Product Training:** Leveraging our supplier relationships and their Subject Matter Expertise, we offer free product training in conjunction with our suppliers.
- **eCommerce Capabilities:** Access a wide array of functions and information, including: swift search and transaction capabilities; real-time inventory level information; customer-specific pricing; workflow management tools; customized reporting; and much more. MSC easily interfaces directly with purchasing portals, such as Ariba, SAP, Oracle and more.



## MSC AND METALWORKING

MSC brings extensive metalworking benefits through our products and solutions, including:

- **Metalworking Specialists:** Our specialists deliver documented value resulting from on-site product testing. Cost savings include tool performance (speed/feed); cycle time; tool life; and other critical components of the manufacturing process
- **Machining Customer Needs Analysis (CNA):** A comprehensive survey of the manufacturing processes to identify cost savings opportunities. As the MSC team becomes familiar with customer applications, they can proactively identify more areas for improvement.
- **MSC MillMax®:** Focuses on maximizing milling productivity and lowering cost by reducing the milling optimization process to a few minutes. MillMax helps increase material removal rates, reduce cycle times, improve surface finishes and extend tool life.
- **TechMate™:** Provides remote access metalworking support through secure file sharing and communication in the ITAR-compliant, cloud-based Paperless Viewer. Users own the files and can securely view and share PDF and 3D CAD job-related files with their Metalworking Associate for advice and tooling recommendations.

## Solicitation Addendum

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Issuing Agency:	Division of Purchase & Contract
Solicitation Number:	DPC-1229399848-BJ
Solicitation Description:	STC Lathe and Metalworking Machines
Solicitation Opening Date and Time:	December 4, 2024 @2:00 PM ET
Addendum Number:	1
Addendum Date:	November 4, 2024
Purchasing Agent:	Bahaa Jizi

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

**1. The following are questions received about the Solicitation and the State's response:**

Question #	Document Section	Vendor Question	State's Response
1	Section 5.0 – Scope of Work and Specifications	Are we allowed to have multiple manufacturers in a single category?	Yes.
2	Section 5.2 - Categories	What category does Hydraulic Band Saws fall under?	Category A -Lathe Milling Machines- All Types (CNC, Horizontal/ <b>Cutting Saws</b> , Knee, Toolroom, Vertical) - All Types
3	Section 5.3 - Product Safety Listing	Some manufacturers do not offer UL Certification. Are UL Certifications required for every item that we bid?	Refer to Section 5.3 - PRODUCT SAFETY LISTING.

Question #	Document Section	Vendor Question	State's Response
4	Section 5.3 - Product Safety Listing	It appears that the previous "3rd Party Field Evaluation" is no longer going to be a requirement for Machine Tools on the bid. Is that correct?	Statewide Term Contract #961E - 3rd Party Field Evaluation is no longer valid. Vendors must comply with Section 5.3 - PRODUCT SAFETY LISTING.  State Entities are responsible for inspection of all equipment in alignment with the required specifications and related safety labeling.

Check **ONLY ONE** of the following options and return one (1) 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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Vendor Name:	Sid Tool Co., Inc. DBA MSC Industrial Supply Co
Authorized Signature:	<i>Ralph Walton</i>
Name & Title:	Ralph Walton, Account Manager Public Sector
Date:	11/6/2024



## Solicitation Addendum

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Issuing Agency:	Division of Purchase & Contract
Solicitation Number:	DPC-1229399848-BJ
Solicitation Description:	STC Lathe and Metalworking Machines
Solicitation Opening Date and Time:	December 30, 2024 @2:00 PM ET
Addendum Number:	2
Addendum Date:	December 3, 2024
Purchasing Agent:	Bahaa Jizi

**This addendum is issued to extend the bid due date through Monday, December 30, 2024 @ 2:00 PM.**

Vendor Name:	Sid Tool Co., Inc. DBA MSC Industrial Supply Co.
Authorized Signature:	<i>Ralph Walton</i>
Name & Title:	Ralph Walton, Account Manager Public Sector
Date:	12/27/2024



**STATE OF NORTH CAROLINA**

**DEPARTMENT OF ADMINISTRATION,**

**DIVISION OF PURCHASE & CONTRACT**

**Lathe and Metalworking Machines-All Types**

**Invitation for Bids #: DPC-1229399848-BJ**

**Date Issued: October 10, 2024**

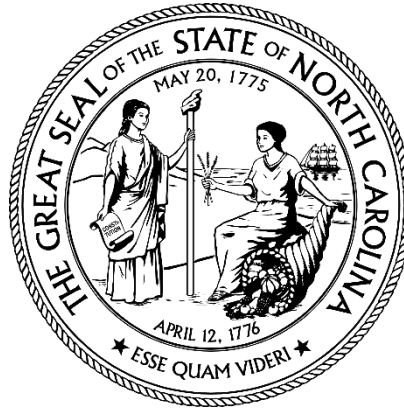
**Bid Opening Date: December 4, 2024 @ 2:00 PM. ET.**

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

**Bahaa Jizi**

**State Procurement Manager**

**Email: [bahaa.jizi@doa.nc.gov](mailto:bahaa.jizi@doa.nc.gov)**



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**DPC-1229399848-BJ**

For internal state agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

Sid Tool Co., Inc. DBA MSC Industrial Supply Co.

Vendor Name

7219

Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP. If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA**  
**DEPARTMENT OF ADMINISTRATION – DIVISION OF PURCHASE AND CONTRACT**  
**Statewide Term Contract**

<b>Refer <u>ALL</u> Inquiries regarding this IFB to:</b> <b>All correspondence with vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Section 2.4</b>	<b>Invitation for Bid #: DPC-1229399848-BJ</b>
	<b>Bids will be publicly opened: December 4, 2024 @ 2:00 PM. ET.</b>
<b>For Statewide Use of All State Entities</b> <b>STC #: 5214A</b>	<b>Commodity # and Description: 232423 - Lathe &amp; Metalworking Machines</b>

**EXECUTION**

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all 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.

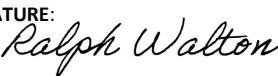
As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 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: Sid Tool Co., Inc. DBA MSC Industrial Supply Co.		
STREET ADDRESS: 525 Harbour Place Drive	P.O. BOX:	ZIP: 28036
CITY & STATE & ZIP: Davidson, NC 28036	TELEPHONE NUMBER: 704-987-5200	TOLL FREE TEL. NO: 800-645-7270
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: Ralph Walton, Account Manager Public Sector		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: Dec. 4, 2024	E-MAIL: ralph.walton@mscdirect.com



Bid Number: DPC-1229399848-BJ

Vendor: MSC Industrial Supply Co.

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred and twenty (120) days from date of bid opening, unless otherwise stated here: 90 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 on date of January 15, 2025 as indicated,

by PandC - Bahaa Jizi  
(Authorized Representative of Department of Administration, Division of Purchase & 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 several advocacy programs that serve diverse segments of the State's population that have traditionally been underserved. The Division of Purchase & Contract (P&C) is the strategic force to provide 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 of North Carolina (State) through the Department of Administration (DOA) Division of Purchase and Contract (P&C) is seeking qualified Vendors to establish a Statewide Term Contract (STC) to furnish and deliver the State's requirements for a comprehensive multiple manufacturer's product line for NEW, unused and in current production commercial and institutional quality, Lathe and Metalworking Machines (All Types) on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period in the following categories:

- **Category A**      **Lathe Milling Machines-All Types (CNC, Horizontal/Cutting Saws, Knee, Toolroom, Vertical) - All Types**
- **Category B**      **CNC Lathe Metalworking Machines - All Types**
- **Category C**      **3D-Printers - All Types**
- **Category D**      **CNC Rotary Machines - All Types**
- **Category E**      **Gunsmithing - All Types**
- **Category F**      **High Speed Precision/Grinders - All Types**
- **Category G**      **Pro-Cut Milling - All Types**
- **Category H**      **Hydraulic Mechanical Press - All Types**
- **Category I**      **Toolroom Lathe & Mills - All Types**
- **Category J**      **Ironworks, Shears, Metal Machines - All Types**
- **Category K**      **CNC Plasma Tables, CNC Fiber Lasers, Laser welders - All Types**
- **Category L**      **Robotic Automation - Industrial, Collaboration – all Types**

To comply with Governor Cooper's Executive Order 80 (October 2018), North Carolina's Commitment to Address Climate Change and Transition to a Clean Energy Economy, the contract resulting from this solicitation intends to provide sustainability features per industry standards, ENERGY STAR certified or equivalent rated appliances. Vendors shall include information about green certification of their products in the bid response. Such information, if applicable, will be made available to state agencies and may be used to aid them in their selection of Lathe and Metalworking Machines items purchased.

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

The new contract, STC #2324A will replace current STC #545A – Lathe and Metalworking Machines.

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

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

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

### 1.1 CONTRACT TERM

The Contract shall begin on February 1, 2025 and will continue through December 31, 2030, covering a total contract term of five (5) years. In addition, 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 historical data, the State has purchased approximately \$12.2M worth of Lathe and Metalworking Machines from January 2020 through June 2023 under the current contract.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, 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 the Buying Entity 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 the Buying Entity 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 a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

## 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	<b>October 10, 2024</b>
Hold Pre-Bid Conference	State	<b>October 23, 2024 @ 10:00 AM EST.</b> <a href="#">Join the meeting now</a>  Meeting ID: 227 064 814 561 Passcode: vMwinJ
		<b>Dial in by phone</b> <a href="#">+1 984-204-1487,,153472872#</a> United States, Raleigh <a href="#">Find a local number</a> Phone conference ID: 153 472 872# <b>Join on a video conferencing device</b> Tenant key: ncgov@m.webex.com Video ID: 112 502 444 3
Submit Written Questions	Vendor	<b>October 30, 2024 @10:00 AM EST.</b>
Provide Responses to Questions	State	<b>November 11, 2024 or sooner</b>
Submit Bids	Vendor	<b>December 4, 2024 @ 2:00 PM EST.</b> <a href="#">Join the meeting now</a>  Meeting ID: 254 613 598 36 Passcode: Li4Dv5
		<b>Dial in by phone</b> <a href="#">+1 984-204-1487,,233147742#</a> United States, Raleigh <a href="#">Find a local number</a> Phone conference ID: 233 147 742# <b>Join on a video conferencing device</b> Tenant key: ncgov@m.webex.com Video ID: 118 478 450 9
Intended Contract Award	State	<b>February 1, 2025</b>

## 2.5 URGED AND CAUTION PRE-BID CONFERENCE

Date: **October 23, 2024.**  
 Time: 10:00 AM Eastern Time  
 Location: **VIRTUAL LINK (See IFB Schedule above)**

Contact: bahaa.jizi@doa.nc.gov  
Contact #: 984-236-0218

**Instructions:** Vendor representatives are URGED and CAUTIONED to attend the pre-bid conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory pre-bid conference is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of Vendor's compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

Vendor is cautioned that any information released to attendees during the pre-bid conference], other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered as a part of this IFB and any resulting contract.

## 2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "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-1229399848-BJ- 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 EST.

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.

## 2.7 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.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

## 2.8 BID CONTENTS

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

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

- a) Cover Letter, must include the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor Response including Sections 4.9 TRADE-IN ALLOWANCE, 4.15 AUTHORIZED RESELLER, 4.16, WARRANTY, 4.17 DESCRIPTIVE LITERATURE, 4.20 SUSTAINIBILITY EFFORTS (ATTACHMENT HEREIN),
- f) Completed version of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## 2.9 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 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.

## 2.10 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.



### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

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

##### **Percentage Off Manufacturer Suggested Retail Price (MSRP)**

All responsive bids will be reviewed, and award or awards will be based on the responsive bids(s) to provide the estimated requirements as to breadth of items in each category offered, highest percentage discount offered off the most recently published Manufacturer Standard Retail Price (MSRP) List, quantity, quality, delivery, service, and/or geographical coverage, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

Products offered must currently be available in the manufacturer's published MSRP. **Submission of price schedules developed specifically for this Bid WILL result in disqualification from award consideration.**

It is the State's intent to have multiple manufacturers represented in each category. In the event that two (2), or more Vendors offer the same manufacturer's product(s), it is the intent of the State to make an award to the Vendor with the most complete offering per category, and highest percentage discount offered off MSRP List for a particular manufacturer's product(s).

While the intent of this IFB is to award a Contract(s) for all categories, the State reserves the right to make separate awards to one or more categories, to not award one or more categories, to delete categories prior to making the award, 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.

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 of bid cannot be altered or modified as part of a clarification.

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to **the electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete **ATTACHMENT 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

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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

The proposed highest % discount off MSRP List shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Assembly and set-up at the State's location shall be shown as an additional line price for each applicable item. Complete Attachment A: Pricing Form 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.

The Vendor will demonstrate reasonableness of price by offering the Percentage Discount to North Carolina that is the same or better than provided in a current contract to similarly situated governmental entities (i.e. other State contracts, GSA, NASPO ValuePoint, Veteran's Administration, Department of Defense or other governmental entities). If the Vendor is unable to offer the Percentage Discount to NC that is the same or better than given to other similarly situated governmental entities, Vendor shall include with the response a brief explanation as to why they are unable to do so. The State reserves the right to request further information such as copies of other governmental contracts, to determine the reasonableness of the price offered.

### 4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous four (4) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

### 4.3 ADDITIONAL SAVINGS OFFERS/REBATES

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

**Additional Discounts:** As part of the pricing submittal, Vendors are being requested to propose an additional percentage discount which would be applied to all orders for the remainder of the contract term if and when the total orders against the contract exceed the provided amount, at any point during the life of the contract. Orders from all entities utilizing this contract will count toward the contract volume discount threshold.

**Rebates:** If a rebate is offered, it will be based on reported sales, on a semi-annual basis (see Section 6.5 CONTRACT BUSINESS REVIEW MEETINGS). The Vendor shall submit the rebate amount due by check with the "Contracts Number," "Report Amount," and "Report Period" on either the check stub or other remittance materials. The payment shall be made by check as described herein.

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

Checks shall be mailed to:

**DOA/Division of Purchase and Contract  
1301 Mail Service Center  
325 N. Salisbury Street  
Raleigh, NC 27603**

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

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

#### 4.4 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.

#### 4.5 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.

**Due to the nature of many different sizes and weights of Lathe and Metalworking Machines, Vendors are shall provide one (1) of the following shipping cost options:**

1. **An estimated shipping cost in the total discount % from smallest to largest Lathe and Metalworking Machines (i.e. iron workers, brakes, shears, grinders, lathes, CNC machining and turning centers). This estimate should be factored in the unit cost of the equipment ordered.**
2. **Provide and estimated Shipping cost as provided in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK.**

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 Buying Entity's name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

#### 4.6 DELIVERY

Successful Vendor(s) shall complete delivery within thirty (30) calendar days after receipt of purchase order. Deliveries shall be made during the Buying Entity's normal business hours and on regular North Carolina State business days unless other arrangements have been mutually agreed upon.

For completion by Vendor: Delivery will be made from MSC Atlanta Customer Fulfillment Center (city, state) within 5 - 30 consecutive calendar days after receipt of purchase order. Promptness of delivery be used as a factor in the award criteria.

All orders shall be delivered to the location specified by the Buying Entity in the Purchase Order. The specified location may include a loading dock or area inside a building. The Awarded Vendor shall notify the Buying Entity at least two (2) business days in advance of a delivery to allow for the availability of agency personnel to receive the product(s) if agency so requires on its purchase order. **Drop shipment is not allowed without prior approval from the Purchasing Entity.**

#### 4.7 DELIVERY NOTIFICATION

The Agency shall be notified 72 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received.

#### **4.8 INSTALLATION – RIGGING - AND SET-UP (IF REQUIRED)**

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

Installation of items requiring custom or complex fitting or assembly efforts due to the nature of the item may be billed under the following conditions:

- The amount of the installation charge is identified on a customized quote for installation services and has been mutually agreed upon between the Vendor and the Purchasing Entity in advance.
- The Purchasing Entity provided an option to affirmatively accept or decline installation services at the time of ordering.
- Any approved charge is listed as a separate line item on the purchase order and invoice.

Acceptance and approval of charges for installation of such items shall be at the sole discretion of the Purchasing Entity. Any resulting damages to the item or to other State property during the installation by the Vendor shall be repaired at the Vendor's sole expense. General set-up activities needed to make an item ready for use shall not be considered installation and shall be included in the contract price.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, 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 to use.

All installation cost shall be listed as a separate line item on the purchase order and invoice.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with Terms and Conditions, Section 1: DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions.

#### **4.9 OTHER SERVICES**

Any additional services, including design services, training of personnel offered on a customized Quote for services by the Vendor and shall be accepted or approved at the sole discretion of the Purchasing Entity after negotiation and agreement on any applicable fee. All service fees shall be listed as a separate line item on the purchase order and invoice.

#### **4.10 TRADE-IN ALLOWANCE**

The vendor shall provide detailed guidelines on whether Trade-in Allowance is available and options to offer a trade-in allowance for State-Owned Lathe and Metalworking Machines in response to this solicitation. Vendor must include comprehensive steps and requirements necessary to implement this program, ensuring compliance with state regulations for disposing off State-owned property. The Purchasing Entity shall obtain State Surplus approval for State-Owned Lathe and Metalworking Machines prior to placing orders.

#### **4.11 INSTRUCTION MANUALS**

Vendor shall furnish to the Buyer a hard copy or electronic copy of the complete set of instruction manuals for the products supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable. If available, Vendor shall supply such information electronically with the order or shall direct the Buyer to where the information can be found on the Internet.

#### **4.12 DEFECTIVE PRODUCTS**

In the event a product is found to be defective, Vendor agrees to replace the item immediately, within the same delivery time frame at no additional charge to the State.

#### 4.13 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Contract Manager at the State's Division of Purchase & Contract of any product recall in accordance with the applicable State or Federal regulations. The Vendor shall support the Contract Manager in necessary follow-up with State entities that have purchased recalled products to replace, at no cost to the State, any such products promptly.

#### 4.14 OUT-OF-STOCK AND BACK-ORDERS

The Vendor shall notify the Buying Entity when one or more items in an order cannot be delivered within the time specified. After notification to The Buying Entity by Vendor of a fulfillment delay of one or more items in the order, the Buying Entity may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, to the extent that the notice of cancellation occurs before The Buying Entity is notified that the delayed item or other cancelled items in the order have shipped.

#### 4.15 MAINTENANCE MANUAL

The Vendor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

#### 4.16 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 with its bid response a signed statement from the manufacturer confirming authorization. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☒ Distributor

Authorized: ☒ Yes ☐ No Attached Manufacturer's Authority: ☐ Yes ☐ No

#### 4.17 WARRANTY

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

#### 4.18 DESCRIPTIVE LITERATURE

Vendor shall submit with the bid, vendor link to all Lathe and Metalworking Machines products being offered, in the designated area of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK.

#### 4.19 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 Businesses 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.

#### 4.20 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.

#### 4.21 SUSTAINABILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe in the SUSTAINABILITY EFFORTS FORM attached, how environmental

requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging and recycling of spent products.

#### **4.22 RETURN POLICY**

Vendor shall accept merchandise returns from the Buying Entity for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to the Buying Entity, whichever a The Buying Entity requests, within thirty (30) business days on all returns of an ordered item that returns of an ordered product that (1) is a stock item in original packaging and in re-sellable conditions; (2) is not a specialty or customized item; (3) is defective or damaged; (4) is a return of an incorrect product shipped; (5) results from a Vendor order entry error; or (6) is non-conforming due to any other cause reasonably assumed to be the fault of the Vendor.

#### **4.23 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.

#### **4.24 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.

#### **4.25 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

#### **4.26 SECRETARY OF STATE REGISTRATION**

Upon notification of award, the selected vendor(s) shall complete registration with the NC Secretary of State and shall furnish evidence of filing to the Procurement Lead . Failure to provide a proof of registration will result in the removal as a selected



Bid Number: DPC-1229399848-BJ

Vendor: MSC Industrial Supply Co.

vendor(s) from the contract award. Note that any prolonged (longer than ten (10) business days) notification of evidence of filing may result in a disqualification for award.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State: Yes ☒ No ☐



## 5.0 SCOPE OF WORK AND SPECIFICATIONS

### 5.1 GENERAL SPECIFICATIONS

Lathe and Metalworking Machines products provided to the State shall perform satisfactory for the use designated herein and shall at least meet the criteria listed in this IFB per the categories referenced in Section 5.2. Lathe and Metalworking Machines products furnished by a Vendor shall be new, without refurbished or previously used components, manufactured with first quality materials and workmanship and generally recognized within the Lathe and Metalworking Machines industry as commercially acceptable products. The State reserves the right to determine this recognition and the acceptability of the products that are proposed to be furnished under any and all awarded Contract(s) as a result of this IFB.

**Referenced below is a list of Manufacturer(s) currently used or requested by State Entities (preferred brands). Additional manufacturers are also welcome to be submitted and will be considered.**

#### MANUFACTURERS

- |                          |                             |                              |
|--------------------------|-----------------------------|------------------------------|
| • Acer                   | • Haas/Phillips Corporation | • OSS, LLC                   |
| • Acra Machinery         | • Hertel                    | • RayTech Machine Tools      |
| • Acu-Rite               | • JET Elite                 | • Sharp                      |
| • Bridgeport             | • JIT Industries            | • Select                     |
| • Baleigh                | • Kent USA                  | • Southwestern Industries    |
| • Colchester             | • Kennametal                | • Scotchman                  |
| • Doosan                 | • Makino                    | • Tannewitz                  |
| • Dayton                 | • Mazak                     | • Vectrax                    |
| • DMG Mori               | • Morris South              | • Victor Machinery Solutions |
| • Flint Machines Tools   | • Okuma                     |                              |
| • GF Machining Solutions | • OMAX Corporation          |                              |

### 5.2 CATEGORIES

Lathe and Metalworking Machines Vendor may bid on a single category, or multiple categories, or all categories as provided below:

- |              |   |
|--------------|---|
| • Category A | Lathe Milling Machines-All Types (CNC, Horizontal/Cutting Saws, Knee, Toolroom, Vertical) - All Types |
| • Category B | CNC Lathe Metalworking Machines - All Types   |
| • Category C | 3D-Printers - All Types   |
| • Category D | CNC Rotary Machines - All Types   |
| • Category E | Gunsmithing - All Types   |
| • Category F | High Speed Precision/Grinders - All Types   |
| • Category G | Pro-Cut Milling - All Types   |
| • Category H | Hydraulic Mechanical Press - All Types  |
| • Category I | Toolroom Lathe & Mills - All Types  |
| • Category J | Ironworks, Shears, Metal Machines - All Types   |
| • Category K | CNC Plasma Tables, CNC Fiber Lasers, Laser welders - All Types  |
| • Category L | Robotic Automation - Industrial, Collaboration – all Types  |

### 5.3 PRODUCT SAFETY LISTING

All manufactured items and/or fabricated assemblies subject to operation under pressure 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, 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. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this IFB are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label.

All electrical materials, devices, appliances, and equipment shall be evaluated for safety and suitability for intended use in accordance with G.S. 66-25 Acceptable Listings as to Safety of Goods.

### 5.4 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail below on Page 26. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

## 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.

**CONTRACT ADMINISTRATOR:** A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.

State Contract Administrator: [Bahaa Jizi](#) - (984)-236-0218

**CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

State Contract Manager: [Jonathan Davis](#) - (984)-236-0225

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:	<a href="#">Ralph Walton, Account Manager, Public Sector</a>
Office Phone #:	<a href="#">(346) 312-1662</a>
Mobile Phone #:	<a href="#">(346) 312-1662</a>
E-mail:	<a href="mailto:Ralph.Walton@mscdirect.com">Ralph.Walton@mscdirect.com</a>

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.

Customer Service Point of Contact	
Name:	State of NC Customer Service
Office Phone #:	888-495-0682
Mobile Phone #:	
E-mail:	NCState@mscdirect.com

## 6.2 CONTINUOUS IMPROVEMENT

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

## 6.3 ELECTRONIC PRODUCT CATALOG

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

- a. Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Manager via e-mail at [eprocurementdata@its.nc.gov](mailto: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 (2<sup>nd</sup> 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.

## 6.4 PERIODIC QUARTERLY SPEND 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 (Detail):** to include Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, 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 submitted by uploading the reports into the electronic vendor portal (eVP), utilizing the template provided in the system. Reports shall be submitted timely.** Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the Contract.

Vendor shall submit the Quarterly Management Reports as follows:

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

## 6.5 CONTRACT BUSINESS REVIEW MEETINGS

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
  - b. Rebate (if applicable)
  - c. Additional Discount Status (if applicable)
2. Product Cost Savings from MSRP
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. Sustainability
7. Challenges
8. Improvement Ideas

## 6.6 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

Post-Award product substitutions are not permitted without prior written approval from the Contract Specialist. Proposed substitutions shall be of the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract. The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

## 6.7 QUALITY ACCEPTANCE INSPECTION

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

## 6.8 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 the 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, Purchasing Entity'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.**

## 6.9 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.

## 6.10 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Purchasing Entity 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.

## 6.11 PRICE ADJUSTMENTS

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

Price increase requests shall be submitted in writing to the Contract Manager, 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 to cancellation.

## 6.12 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.

## 6.13 TAXES

No taxes shall be included in any bid prices.

## 6.14 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

*Bid Number: DPC-1229399848-BJ*

Vendor: MSC Industrial Supply Co.

<https://ncadmin.nc.gov/documents/vendor-forms>

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## SUSTAINABILITY EFFORTS

Solicitation #: DPC-1229399848-BJ

Vendor Name: MSC Industrial Supply Co.

**Instructions:** Pursuant to solicitation, Section 4.21 Vendors shall provide information describing how environmental requirements relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging, and recycling of spent products.

What are your product's sustainability attributes?											
<p>MSC offers 24,000 EPPs across the categories we supply. Eco-friendly classifications include, but are not limited to, the following:</p> <table border="0"> <tr> <td>Green Cleaners and Fluids</td> <td>NEMA Premium</td> </tr> <tr> <td>Energy Conservation</td> <td>Recycled Products</td> </tr> <tr> <td>Water Conservation</td> <td>Waste Management and Recycling</td> </tr> <tr> <td>Renewable Energy Source</td> <td>And other attributes.</td> </tr> <tr> <td>Energy Star</td> <td></td> </tr> </table>		Green Cleaners and Fluids	NEMA Premium	Energy Conservation	Recycled Products	Water Conservation	Waste Management and Recycling	Renewable Energy Source	And other attributes.	Energy Star	
Green Cleaners and Fluids	NEMA Premium										
Energy Conservation	Recycled Products										
Water Conservation	Waste Management and Recycling										
Renewable Energy Source	And other attributes.										
Energy Star											
Are/How are products labeled for any of the attributes?											
<p>Throughout our catalog and website, all EPP product alternatives are clearly identified by various icons.</p>											
What are the recycling abilities of products?											
<ul style="list-style-type: none"> <li><b>Battery Recycling:</b> Since 2018, MSC has recycled 364 lbs. of eligible batteries through Call2Recycle Battery Recycling. Call2Recycle is a voluntary battery take-back program which allows customers and associates the opportunity to recycle single-use and rechargeable batteries in a responsible manner.</li> <li><b>Regrind Services:</b> MSC grinding solutions help customers with metalworking tooling to reuse existing tools multiple times before the end of their useful life.</li> <li><b>RightCycle™ Program:</b> Through our collaboration with Kimberly-Clark Professional, MSC offers a recycling program for non-hazardous PPE, flex-film packaging and wet cleaning wipes.</li> </ul>											
What are sustainability reporting features?											

MSC provides environmentally preferable products (EPP) report for our customers. Reports include environmental attributes and other optional fields, including, but not limited to, post-consumer recycled content, Total recycled content and others. See sample reporting below:

										Environmental Attributes	Optional env attribute fields				
DATE OF INVOICE	Invoice No.	PO No.	Product Name	Item No.	Model No.	Qty	Units of measurement (UOM)	Item price	Extended Price Including Discount (excluding tax)	Applicable environmental certifications or standards (e.g., ENERGY STAR, Green Seal, UL EcoLogo, Cradle to Cradle, EPEAT, SCS Indoor Advantage, UL GREENGUARD, BPI, Design Lights Consortium, WaterSense, EPA CPG,	Battery type (RECHARGEABLE/ NON RECHARGEABLE)	Post-consumer recycled content (%)	Pre-Consumer recycled content (%)	Total recycled content (%)	Contains PVC (Y/N)
6/30/2023	54469227	111111	3PC	08955296		2	1	\$ 7,186.64	\$ 14,373.28	None	Rechargeable	0%	0%	0%	
6/30/2023	54469227	111111	3PC	08955304		2	1	\$ 2,180.18	\$ 4,360.36	None	Rechargeable	0%	0%	0%	
4/24/2023	32113727	111111	4PC	39769955		2	1	\$ 334.40	\$ 668.80	None	Rechargeable	0%	0%	0%	
5/9/2023	36887917	111111	1/2 20V	57919490		1	1	\$ 318.64	\$ 318.64	None	Rechargeable (not	0%	0%	0%	
5/9/2023	36887917	111111	20V	32324600		1	1	\$ 211.63	\$ 211.63	None	Rechargeable (not	0%	0%	0%	
5/9/2023	36887917	111111	20V 2-1/2"	55274831		3	1	\$ 303.75	\$ 911.25	None	Rechargeable (not	0%	0%	0%	

### What are your packaging sustainability attributes?

- **Material Substitutions:** MSC has eliminated peanuts from outbound shipments (except when pre-packaged from the supplier). MSC uses paper fill or plastic air-pack fill, which is more readily recycled by our customers.
- **Recycled Materials:** Customer Fulfillment Centers (CFCs) purchase recycled pallets and recycle/rebuild pallets when possible. Unrepairable pallets are recycled by local recycling providers. CFCs also recycle plastic, glass, and scrap metal.
- **Recycled Content:** Corrugated packaging products that used in CFCs average 43-52% recycled content.

### What are the recycling abilities of packaging?

All our CFCs recycle corrugated cardboard, pallet wood, scrap metal, ink and toner cartridges, and universal wastes. Excluding pallets and scrap metal recycled this year, our baseline recycling rates at these facilities range from about 30% to 80%, largely reflecting the significant volumes of corrugated cardboard—approximately 17 tons per CFC—MSC recycles.

### What are sustainability reporting features?

See above provided reporting response.





## DEVIATIONS

Solicitation #: DPC-1229399848-BJ

Vendor Name: MSC Industrial Supply Co.

Deviations shall be explained in detail below	
<p>Notwithstanding anything to the contrary, the following exceptions are hereby incorporated as an integral part of MSC's proposal, and the purchase of goods by North Carolina Department of Administration ("Customer") from MSC shall be covered exclusively by the proposed agreement as modified by the Exceptions listed herein, which together, shall constitute the entire agreement between the parties ("Agreement").</p>	
1.	North Carolina Terms and Conditions, Section 16: General Indemnity: MSC shall not indemnify the negligent or intentional acts or omissions of Customer, or its agents and employees, and MSC shall have no obligation to indemnify third parties in any event.
2.	DPC-1229399848-BJ IFB Document, Section 4.1 Pricing: MSC makes no representations that the pricing offered herein is comparable, less than, or equal to the pricing received by any other of its customers.
3.	DPC-1229399848-BJ IFB Document, Section 4.8 Installation – Rigging and Set-Up: MSC takes exception to any reference to installation for this bid. MSC is providing the products only and not bidding any installation.
4.	DPC-1229399848-BJ IFB Document, Section 6.11 Pricing Adjustments: Prices shall be held for ninety-day periods (each, a "Fixed Pricing Period"). At the end of each Fixed Pricing Period, in response to any causes beyond MSC's reasonable control that increase MSC's costs and result in an inability of MSC to obtain products at prices and on terms MSC deems practicable from MSC's usual sources of supply, including but not limited to fires, storms, hurricanes, floods, strikes, lockouts, accidents, acts of war or terrorism, riots, civil commotion, embargo, epidemics, pandemics, changes in market conditions, raw materials shortages, supply shortages, and sub-supplier price increases, MSC may increase pricing, in consultation with the Customer.