



STATE OF NORTH CAROLINA

**Department of Administration
Division of Purchase & Contract**

**Art Supplies & Materials
Invitation for Bids #: DPC-1217037586-TS**

Date Issued: December 9, 2024

Bid Opening Date: February 5, 2025, at 2:00 PM ET

Direct all inquiries concerning this IFB to:

Tawnya Smith

State Procurement Specialist III

Email: tawnya.smith@doa.nc.gov

STATE OF NORTH CAROLINA
Department of Administration, Division of Purchase and Contract
Statewide Term 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-1217037586-TS Bids will be publicly opened: February 5, 2025 @ 2:00 PM ET Virtual: Microsoft Teams Join the meeting now Meeting ID: 291 142 563 988 Passcode: Ng9oj9Gu
	Dial in by phone +1 984-204-1487,,49188442# United States, Raleigh Find a local number Phone conference ID: 491 884 42# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 112 685 094 2
Using Agency: For Statewide Use for All State Entities STC #: 6012A	Commodity No. and Description: 601210 – Art & Crafts Equipment & Accessories & Supplies

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: **Bender-Burkot, a division of Kurtz Bros.**

STREET ADDRESS: 400 Reed Street		P.O. BOX: 872	ZIP: 16830
CITY & STATE & ZIP: Clearfield, PA, 16830		TELEPHONE NUMBER:	TOLL FREE TEL. NO: 800-682-2638
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: Jeff Pistner - Senior Vice President		FAX NUMBER: 800-717-2277	
VENDOR'S AUTHORIZED SIGNATURE: Jeff Pistner <small>Digitally signed by Jeff Pistner DN: cn=Jeff Pistner, o=Kurtz Bros., ou=VP of School Mktg, email=jpistner@kurtzbros.com, c=US Date: 2025.02.03 14:50:23 -05'00'</small>	DATE: 2/3/2025	E-MAIL: jpistner@kurtzbros.com	

VALIDITY PERIOD

Offer shall be valid for at least one hundred and twenty (120) days from date of bid opening, unless otherwise stated here: _____ 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.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this <u>27</u> day of <u>March</u>, 20<u>25</u>, as indicated on the attached certification, by <u>Tawnya Smith</u>.</p> <p>(Authorized Representative of Department of Administration, Division of Purchase & Contract)</p>

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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 through the Department of Administration (DOA) Division of Purchase and Contract (P&C) is seeking qualified Vendors to establish a Statewide Term Contract to Furnish & Deliver a comprehensive multiple manufacturer's product line for NEW, unused and in current production Art Supplies & Materials on an **"As Needed"** basis, if and when ordered by the North Carolina State departments, agencies, and higher education institutions during the contract period in the following general categories:

- **CATEGORY A - ARTS EQUIPMENT & SUPPLIES**
- **CATEGORY B - CRAFTS GENERAL**
- **CATEGORY C - CRAFTS - SPECIALIZED**
- **CATEGORY D - EDUCATIONAL GAMES**

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 Household Appliances 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#6012A will replace current STC #050A – Preschool Art Supplies, Crafts and Educational Games.

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.

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 have a term of five (5) years, beginning on the date of final Contract execution (the "Effective Date"). 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 \$1,400,000 of preschool art supplies and accessories during FY 2019-2024 under the previous contract. The new contract allows for all academic level art supplies and materials. 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

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 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	December 9, 2024
Hold Urged & Caution Pre-Bid Conference	State	December 19, 2024 @ 10:00 AM EST

		Virtual: Microsoft Teams Join the meeting now Meeting ID: 275 161 317 614 Passcode: 6e7VE2dZ
		Dial in by phone +1 984-204-1487,,764065278# United States, Raleigh Find a local number Phone conference ID: 764 065 278# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 111 953 259 7
Submit Written Questions	Vendor	January 7, 2025, by 2:00 PM EST
Provide Responses to Questions	State	January 16, 2025
Submit Bids	Vendor	February 5, 2025 @ 2:00 PM EST Microsoft Teams Join the meeting now Meeting ID: 291 142 563 988 Passcode: Ng9oj9Gu
		Dial in by phone +1 984-204-1487,,49188442# United States, Raleigh Find a local number Phone conference ID: 491 884 42# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 112 685 094 2
Contract Award	State	April 2025

2.5 URGED AND CAUTION PRE-BID CONFERENCE

Date: December 19, 2024

Time: 10:00 AM Eastern Time

Virtual Meeting: **Virtual: Microsoft Teams**

[Join the meeting now](#)

Meeting ID: 275 161 317 614

Passcode: 6e7VE2dZ

Dial in by phone

+1 984-204-1487,,764065278# United States, Raleigh

[Find a local number](#)

Phone conference ID: 764 065 278#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 111 953 259 7

Contact: Tawnya Smith, tawnya.smith@doa.nc.gov

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-1217037586-TS – 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.

2.7 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: 4.7 Delivery, 4.8 Authorized Reseller, 4.10 Descriptive Language, 4.15 Secretary of State Registration, 6.1 Contract Manager and Customer Services, Sustainability Efforts and Deviations.
- 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 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

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. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # DPC-1217037586-TS [for 'name of Vendor']". 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

2.10 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

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) for the following categories:

- **CATEGORY A - ARTS EQUIPMENT & SUPPLIES**
- **CATEGORY B - CRAFTS GENERAL**
- **CATEGORY C - CRAFTS – SPECIALIZES**
- **CATEGORY D - EDUCATIONAL GAMES**

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

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 **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

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.

Special Educational or Promotional Discount: The Vendor shall extend any special educational or promotional sale prices or discounts immediately to the State of North Carolina during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

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 five (5) 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 interests.

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.

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.

4.6 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination Statewide.

Vendor shall complete delivery within fourteen (14) consecutive calendar days after receipt of purchase order. Deliveries shall be made during the Buyer'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 Clearfield, PA (city, state) within 5 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.

4.7 ON-TIME DELIVERY RATE

The Vendor shall maintain an on-time shipment rate of at least **95%** of orders being shipped within delivery terms. 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 4.7 Calendar Days	95%

$(\text{Number of On-Time Order Shipments}) / (\text{Total Number of Orders}) \times 100\% = \text{On-Time Shipment Rate}$

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.

4.8 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 a signed statement from the manufacturer confirming authorization with its bid response. 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

4.8 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.

4.9 OUT-OF-STOCK AND BACK-ORDERS

The Vendor shall notify the Buyer when one or more items in an order cannot be delivered within the time specified. After notification to Buyer by Vendor of a fulfillment delay of one or more items in the order, the Buyer 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 Buyer is notified that the delayed item or other cancelled items in the order have shipped.

4.10 WARRANTY

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

4.11 DESCRIPTIVE LITERATURE

Vendor shall submit with the bid, vendor link to all furniture products being offered, in the designated area of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK. Failure to include such information shall be a sufficient basis for rejection of the bid.

4.12 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.

4.13 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.

4.14 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.

4.15 RETURN POLICY

Vendor shall accept merchandise returns from Buying Entity for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to Buying Entity, whichever is requested, 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.

Vendor may charge a restocking fee for an undamaged, conforming goods outside the thirty (30) business day period and for returns of custom-made items. A custom-made item that must be specially manufactured for a specific order due to Buyer's choices of non-standard dimensions, fabric, choice of wood or stain, and the like. An otherwise standard item is not considered custom-made simply because it is manufactured to fulfill a Buying Entity's order.

4.16 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.

4.17 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.

4.18 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.

4.19 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 proof of registration will result in the removal as a selected 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. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

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 PRODUCT SPECIFICATIONS

This solicitation seeks to procure high-quality art and craft supplies to support diverse creative and educational activities. These supplies will be used by a variety of users. Therefore, it is essential that the products meet general specifications across quality, safety, durability, and functionality. This ensures both the longevity of the supplies and an optimal creative experience for all users.

Vendors are requested to offer only comparable Art Supplies and Materials which will provide the features and performance needed and implied. Art Supplies and Materials provided to the State shall perform satisfactorily for the use designated herein and shall at least meet the criteria listed in this IFB per the categories referenced in Section 5.2. Art Supplies and Materials 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 Art Supplies and Materials 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.

This solicitation applies only to Art Supplies and Materials in the identified categories. Bids for Art Supplies and Materials in other, related categories will not be accepted. The State will evaluate its needs for additional categories and may issue additional solicitations in the future.

The required specifications cover a variety of art mediums and tools, such as paints, brushes, drawing paper, adhesives, and other essential supplies. Key considerations include the quality and grade of materials (professional, student, or children’s grade), material composition, lightfastness, viscosity, and texture for relevant items. Additionally, products must adhere to safety and non-toxicity standards, as many supplies may be used by children in educational settings.

Below are some items that were purchased in the past; however, discount shall be based on the entire catalog offered by the Vendor.

- Clay
- Plaster of Paris
- Water Based Blocking Printing Ink
- Sculpting Tools
- Kiln
- Art Paper, Sketch Pads
- Brushes and Brush Cleaner
- Bristol board pads
- Drawing paper pads
- Stainless steel rulers
- Washable glue sticks/markers
- Colored pencils/charcoal drawing sets
- Watercolor pads/sets
- Permanent double-sided tape
- Construction/cardstock paper
- Dura-tote portfolios
- Elmer's glue
- Embroidery scissors
- Mirror boards
- Canvas
- Brushes
- Oil Colors
- Pottery Supplies
- Drawing Pencils
- Sculpting Supplies
- Drawing pads
- Vellum
- Newsprint
- Sketch pads
- Pastels
- Watercolors
- Prismacolor Pencils
- Mounting boards and supplies
- Etching supplies

EXCLUSIONS:

- Writing Instruments – pens, pencils, markers and other items which are available from a mandatory statewide contract (4412A)
- Office supplies which are available from a mandatory statewide contract (4412A)
- Copy or printer paper which are available from a mandatory statewide contract (4412A)
- Technology related items such as computer items, software or audio/visual equipment or supplies
- Office machines or consumables such as printers, faxes, toners or ink cartridges etc.
- Any other item that is not equipment or supplies for art, crafts, or educational games

5.1 CATEGORIES

- CATEGORY A ARTS EQUIPMENT & SUPPLIES
- CATEGORY B CRAFTS GENERAL
- CATEGORY C CRAFTS- SPECIALIZED
- CATEGORY D EDUCATIONAL GAMES

5.2 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 25.** 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: Tawnya Smith – tawnya.smith@doa.nc.gov

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 – jonathan.davis@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:	Jeff Pistner
Office Phone #:	814-768-2657
Mobile Phone #:	
Email:	jpistner@kurtzbros.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.

Customer Service Point of Contact	
Name:	Dean McDonald
Office Phone #:	800-682-2638
Mobile Phone #:	
Email:	dmcDonald@bender-burkot.com

6.2 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.

6.3 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:

- 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.
- 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".
- 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.
- The Vendor shall meet the following requirements:
 - 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
 - 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.

6.4 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 sent to PCReports@doa.nc.gov with the Contract Manager copied at the following e-mail address: Jonathan Davis at jonathan.davis@doa.nc.gov. 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. Vendor shall submit these reports electronically using the [Vendor Quarterly Spend Data Report](#). The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. Vendor shall submit the Quarterly Management Reports by:

- **By April 15th:** Q1 Quarterly Management Report for January - March
- **By July 15th:** Q2 Quarterly Management Report for April - June
- **By October 15th:** Q3 Quarterly Management Report for July - September
- **By January 15th:** Q4 Quarterly Management Report for October - December

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 Efforts and Results
7. Additional Discounts Exercised
8. Challenges
9. Improvement Ideas

6.6 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

Post-Award product substitutions are not permitted without prior written approval from the Contract Administrator. 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 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.

6.9 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 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.

6.11 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase 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 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:

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

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SUSTAINABILITY EFFORTS

Solicitation #: DPC-1217037586-TS

Vendor Name: Bender-Burkot, a division of Kurtz Bros.

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?
We partner with several manufacturers that have a sustainability attributes program. See the attached forms for the manufacturers that have sustainability attributes.
Are/How are products labeled for any of the attributes?
The recyclable, green, etc. symbol is labeled on the product box.
What are the recycling abilities of products?
We partner with several manufacturers that have products that are recyclable. See attached list of manufacturers and their attributes.
What are sustainability reporting features?

We are able to run usage reports for any product that is recorded as having a sustainability attribute.

What are your packaging sustainability attributes?

We partner with several manufacturers that have sustainability attributes programs. See attached list.
Also, we package all products from our warehouse in recyclable cartons that are used in shipping products to our customers.

What are the recycling abilities of packaging?

All products are packed in recyclable cartons in our warehouse and shipped to our customers.

What are sustainability reporting features?

We are able to run usage reports for any product that is recorded as having a sustainability attribute.



DEVIATIONS

Solicitation #: DPC-1217037586-TS

Vendor Name: Bender-Burkot, a division of Kurtz Bros.

Deviations shall be explained in detail below
<p>Some manufacturers do NOT have an MSRP. We do have an authorization to sell letter from those manufacturers, but they do not have an MSRP. For those items, we are applying the same discount % to the list price shown in our 2025 catalog. This will allow us to offer more products to customers on this contract.</p>