



|                                                                                                                                               |                                                                         |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|--|
| <b>Refer <u>ALL</u> Inquiries regarding this BAFO to:</b><br><b>All correspondence with vendors shall be through the Ariba Sourcing Tool.</b> | <b>REQUEST FOR BEST AND FINAL OFFER</b><br><b>NO. DPC-1982134490-SL</b> |  |
|                                                                                                                                               | <b>Offers will be received until:</b> June 24, 2026 @ 5:00 PM EST       |  |
|                                                                                                                                               | <b>Issue Date:</b> June 19, 2026                                        |  |
|                                                                                                                                               | <b>Commodity Number:</b> 3121                                           |  |
|                                                                                                                                               | <b>Description:</b> Paints and Primers and Finishes                     |  |
|                                                                                                                                               | <b>For Statewide Use of All State Entities</b>                          |  |
| <b>See page 2 for Submission Instructions</b>                                                                                                 |                                                                         |  |

**NOTICE TO VENDOR:** Offers submitted in response to this Best and Final Offer (BAFO) for the furnishing and delivering the goods and services described herein, subject to the conditions made a part hereof, will be received through the Sourcing Tool until June 24, 2026 @ 5:00 PM Eastern Time on the day of opening. Refer to page two for submission instructions. Offers submitted in any other way in response to this BAFO will not be accepted. Offers are subject to rejection unless submitted on this form.

**EXECUTION:** In compliance with this Request for BAFO, along with the terms and conditions in the original solicitation, as maybe modified herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to GS §143-54 and §143-59.2 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion or fraud.

**Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers will not be accepted.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                           |                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------|---------------------------|
| <b>VENDOR:</b><br>The Pittsburgh Paints Co.                                                                                                                                                                                                                                                                                                                                                                                                           |  | <b>EMAIL:</b><br><a href="mailto:bids@pittsburghpaints.com">bids@pittsburghpaints.com</a> |                           |
| <b>STREET ADDRESS:</b><br>500 Cranberry Woods Drive Suite 300                                                                                                                                                                                                                                                                                                                                                                                         |  | <b>P.O. BOX:</b>                                                                          | <b>ZIP:</b>               |
| <b>CITY &amp; STATE &amp; ZIP:</b><br>Cranberry Township, PA 16066                                                                                                                                                                                                                                                                                                                                                                                    |  | <b>TELEPHONE NUMBER:</b>                                                                  | <b>TOLL FREE TEL. NO:</b> |
| <b>TYPE OR PRINT NAME &amp; TITLE OF PERSON SIGNING:</b><br>Charles Hobson National Sales Manager                                                                                                                                                                                                                                                                                                                                                     |  | <b>FAX NUMBER:</b>                                                                        |                           |
| <b>AUTHORIZED SIGNATURE:</b><br>Charles Hobson <div style="font-size: small; margin-top: 5px;">           Digitally signed by Charles Hobson<br/>           DN: OU=Pittsburgh Paints Company, CN=Charles Hobson, E=chobson@pittsburghpaintscompany.com<br/>           Reason: I am approving this document<br/>           Location:<br/>           Date: 2026.06.22 12:47:18-04'00'<br/>           Fossil PDF Editor Version: 2025.2.0         </div> |  | <b>DATE:</b><br>6-22-26                                                                   |                           |

Offer valid for ninety (90) calendar days from date of opening unless otherwise stated here: \_\_\_\_ days.

**ACCEPTANCE OF OFFER:** If the State accepts any or all parts of this offer, an authorized representative of the Agency shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original Solicitation which have not been superseded herein, and the North Carolina General Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR STATE USE ONLY:** Offer accept and Contract awarded this date of June 29, 2026, as indicated on the attached certification, by *Sarah Lyons*  
(Authorized Representative of NCDOA – Purchase & Contract)

**SUBMISSION INSTRUCTIONS:** Vendor shall submit its offer through the Sourcing Tool. Any files submitted shall not be password protected and shall be capable of being copied to other media.

**REQUEST FOR BEST AND FINAL OFFER (BAFO):**

This request is to solicit a best and final offer from Vendor for Interior, Exterior, Epoxy Paint and Supplies. The offer should integrate the previous response to the Solicitation and any changes listed below. Any individual Vendor may receive a different number of BAFO requests than other Vendors.

**NOTE:** This Solicitation is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response, and accompanying information is limited to personnel of the Issuing Agency and any agencies responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e., assist in evaluation), will be in violation of purchasing rules and their offer will not be further evaluated or considered.

**Specific requests begin on the next page. Vendor may copy requests onto additional pages, as needed, to provide sufficient space for its response.**

The following Sections of the Invitation for Bid DPC-1982134490-SL require responses from the Vendor:

## 1. Section 4.3 Submitted Order Channel and Payment Method

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

In a separate document, Vendors must outline procedures that allow Buyers to receive contract pricing when placing orders outside the online punch-out or line-item catalog, including orders made by phone, email, or in person at Retail Sales Establishments or Authorized Dealers. These procedures should specify what information Buyers must provide to ensure correct pricing and accurate order reporting, and they must account for use by other eligible entities as well as State Agencies and Community Colleges.

Vendors must describe complete processes for both walk-in and pick-up orders. Walk-in procedures should explain how customer orders are received, validated, fulfilled, recorded, and how out-of-stock situations are handled. Pick-up order procedures must address order confirmation, customer notifications, identity verification requirements, preparation and staging timelines, packaging and labeling standards, documentation of completed transactions, and contingency plans for unclaimed or incorrect pick-ups.

If a Vendor uses Authorized Dealers, they must also provide how eligible customers will receive contract pricing through these dealers, how orders will be tracked and reported, and how customer eligibility will be verified.

## 2. Section 3.4 Performance Outside of 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. Section 4.20 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. Vendor shall describe how it will meet environmental and sustainability 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, using ATTACHMENT I: VENDOR SUSTAINABILITY EFFORTS.

- 4. Vendor is requested to complete BAFO Attachment A: Pricing Submittal Workbook to provide their best and final offer.**

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

|                                                                                                                                                                                            |                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b><u>ALL</u> Inquiries regarding this IFB 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-1982134490-SL</b>                           |
|                                                                                                                                                                                            | <b>Bids will be publicly opened: May 8, 2026 @ 2:00 PM EST</b>           |
| <b>For Statewide Use of All State Entities</b>                                                                                                                                             | <b>Commodity # and Description: 3121 Paints and Primers and Finishes</b> |
| <b>STC #: 3121A</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:<br><b>The Pittsburgh Paints Company</b>                                                                                                         |                                          |                                              |
| STREET ADDRESS:<br><b>2205 Westinghouse Blvd</b>                                                                                                                                | P.O. BOX:                                | ZIP:                                         |
| CITY & STATE & ZIP:<br><b>Raleigh, NC 27604</b>                                                                                                                                 | TELEPHONE NUMBER:<br><b>910-515-0538</b> | TOLL FREE TEL. NO:                           |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):<br><b>500 Cranberry Woods Drive Suite 300 Cranberry Township, PA 116066</b> |                                          |                                              |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:<br><br><b>Charles Hobson National Sales Manaer</b>                                                                    |                                          |                                              |
| VENDOR'S AUTHORIZED SIGNATURE:                                                                                                                                                  | DATE:<br><b>5/6/26</b>                   | E-MAIL:<br><b>goltz@pittsburghpaints.com</b> |

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred eighty (180) 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.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded on date of June 29, 2026 as indicated,

by Sarah Lyons  
(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 through the Department of Administration (DOA) Division of Purchase & Contract (P&C) is seeking qualified vendors to establish a Statewide Term Contract to furnish and deliver the State's requirements for Interior, Exterior, Epoxy Paint and Supplies throughout the State of North Carolina, on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period.

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 looking for major third-party paint certifications and labels such as Green Seal, GREENGUARD, Master Painter Institute (MPI), Cradle to Cradle, and USDA BioPreferred Program, per industry standards.

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 for new, unused, and currently produced commercial and institutional quality Paint in the following general categories:

- A. Interior Paint
- B. Exterior Paint
- C. Epoxy Paint
- D. Supplies

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.

North Carolina State Organizations

North Carolina Community Colleges

North Carolina Institutions – UNC System

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 Statewide Term Contract.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the "Effective Date") or July 1, 2026, whichever is later.

At any time during the contract period the State may conduct an Open Enrollment process by posting a solicitation in the Ariba Sourcing Tool for the purpose of adding new manufacturer(s) to the contract, to provide a wide coverage of Interior and Exterior Paint and Accessories. The awarded Vendors will remain on the contract for the duration of the contract term unless terminated for convenience.

The State reserves the right to extend a contract term after the last active term.

### 1.2 ESTIMATED SPEND

Based on the historical usage of the STC, the estimated spend for the term of this contract is \$28M.

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 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          | April 8, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Hold Pre-Bid Conference        | State          | April 13, 2026 @ 10:00 AM EST<br>(See Section 2.5 for meeting information)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Submit Written Questions       | Vendor         | April 20, 2026 @ 5:00 PM EST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Provide Responses to Questions | State          | April 30, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Submit Bids                    | Vendor         | <p>May 8, 2026 @ 2:00 PM EST</p> <p><b>Microsoft Teams meeting</b><br/> <b>Join:</b><br/> <a href="https://teams.microsoft.com/meet/24848849037830?p=EkZVySVKCTJLD8FsKa">https://teams.microsoft.com/meet/24848849037830?p=EkZVySVKCTJLD8FsKa</a><br/> Meeting ID: 248 488 490 378 30<br/> Passcode: Ud2Bk2CS</p> <hr/> <p><a href="#">Need help?</a>   <a href="#">System reference</a></p> <p><b>Dial in by phone</b><br/> <a href="#">+1 984-204-1487,,783752173#</a> United States, Raleigh<br/> <a href="#">Find a local number</a><br/> Phone conference ID: 783 752 173#</p> <p><b>Join on a video conferencing device</b><br/> Tenant key: ncgov@m.webex.com<br/> Video ID: 115 376 774 7</p> <p><a href="#">More info</a></p> |
| Intended Contract Award        | State          | July 1, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

## 2.5 PRE-BID CONFERENCE

### Urged and Cautioned Pre-Bid Conference

Date: April 13, 2026  
Time: 10:00 AM EST  
Location: **Microsoft Teams meeting**  
**Join:** <https://teams.microsoft.com/meet/23864187365811?p=7JKrR9EGvmqCHOscwb>  
Meeting ID: 238 641 873 658 11  
Passcode: EY6mg3PZ

[Need help?](#) | [System reference](#)

**Dial in by phone**  
[+1 984-204-1487,,22711044#](#) United States, Raleigh  
[Find a local number](#)  
Phone conference ID: 227 110 44#

**Join on a video conferencing device**

Tenant key: ncgov@m.webex.com

Video ID: 115 112 609 9

More info

Contact: Sarah Lyons

Contact #: 984-236-0217

**Instructions:** Vendor representatives are URGED and CAUTIONED to attend 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 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-1982134490-SL – 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) Vendors should submit a Cover Letter, that includes 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 addressing all Specifications of this IFB to include the following sections:
  - *Section 4.0 Requirements*
    - i. *4.3 Order Channel and Payment Method, Attachment Response in Sourcing Tool*
    - ii. *4.4 Additional Savings Offers/Rebates (if applicable), Response in Attachment A*
    - iii. *4.7 Delivery, Fill In*
    - iv. *4.14 Retail Sales Establishments (if applicable), Check Boxes and Response in Attachment A*
    - v. *4.15 Authorized Dealers (if applicable), Check Boxes and Response in Attachment A*
    - vi. *4.17 Vendor's Published Catalog and Lists, Attachment Response in Sourcing Tool or Complete in Attachment A*
    - vii. *4.26 Secretary of State Registration, Check Box and Fill In*
  - *Section 5.0 Specifications*

*i. 5.3 Deviations (if applicable), Fill In*

- *Section 6.0 Contract Administration*

*i. Section 6.1 Contract Manager and Customer Service Contacts (Fill In)*

*ii. Section 6.2.3 Catalog Solution Option (Check Box)*

- f) Completed version of ATTACHMENT A: PRICING 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
- l) Completed ATTACHMENT I: VENDOR SUSTAINABILITY EFFORTS

## 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.

**Retail Sales Establishment:** For the purpose of this IFB, Retail Sales Establishments are defined as any facility that the Vendor uses to warehouse and/or sell merchandise covered under this contract and at which the Vendor conducts regular business transactions at either the retail or wholesale level.

## 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)**

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.

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).

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

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

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 procurement lead 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 procurement lead 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

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

#### 4.1 PRICING

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

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.

##### 4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

#### 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 ORDER CHANNEL AND PAYMENT METHOD

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

In a separate document, Vendors must outline procedures that allow Buyers to receive contract pricing when placing orders outside the online punch-out or line-item catalog, including orders made by phone, email, or in person at Retail Sales Establishments or Authorized Dealers. These procedures should specify what information Buyers must provide to ensure correct pricing and accurate order reporting, and they must account for use by other eligible entities as well as State Agencies and Community Colleges.

Vendors must describe complete processes for both walk-in and pick-up orders. Walk-in procedures should explain how customer orders are received, validated, fulfilled, recorded, and how out-of-stock situations are handled. Pick-up order procedures must address order confirmation, customer notifications, identity verification requirements, preparation and staging timelines, packaging and labeling standards, documentation of completed transactions, and contingency plans for unclaimed or incorrect pick-ups.

If a Vendor uses Authorized Dealers, they must also provide how eligible customers will receive contract pricing through these dealers, how orders will be tracked and reported, and how customer eligibility will be verified.

#### 4.4 ADDITIONAL SAVINGS OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives/rebates, if possible, within the scope of this IFB, that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacturer, limited-time promotional discounts, etc. Additional Discount Offers shall be in addition to the discounts Vendor offers as a List Item Price. Additional Discount Offers should be provided in ATTACHMENT A: PRICING 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 quarterly basis (see Section 6.5 QUARTERLY REPORTS). The Vendor shall submit the rebate amount due by check with the "Contracts Number," "Report Amount," and "Report Period" on either the check stub or other remittance materials. The payment shall be made by check as described herein.

**Checks shall be payable to:** NCDOA, Division of Purchase & Contract

**Checks shall be mailed to:** NCDOA, Division of Purchase & Contract, Contract Manager  
1305 Mail Service Center  
Raleigh, NC 27699

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.

#### 4.5 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.

#### 4.6 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.

#### 4.7 DELIVERY

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

The successful Vendor shall complete the delivery to ordering locations throughout the State for items in Categories A-D for Interior, Exterior, Epoxy Paint and Accessories within **four (4) business days** after receipt of purchase order, unless otherwise stated here: \_\_\_\_\_ days.

The State reserves the right to consider delivery schedules offered as a factor in the award of the contract.

The Successful Vendor shall deliver ordered items after receipt of purchase order within the time specified. All deliveries shall be made to the location specified by the Buyer in the Purchase Order. The specified location may include a loading dock or area inside a building.

A successful Vendor shall furnish all necessary transportation, materials, and supplies as may be required to deliver ready for owner's use.

#### 4.8 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 4.6 DELIVERY. The on-time shipping rate is calculated using the following formula:

| Shipment Timing                    | Percent On-Time Shipment Rate |
|------------------------------------|-------------------------------|
| Section 4.7 Four (4) Business 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.

#### 4.9 MINIMUM ORDERS

There shall be no minimum order for this contract.

#### 4.10 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.

#### 4.11 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.

#### 4.12 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.

#### 4.13 QUALITY ACCEPTANCE INSPECTION

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

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

#### 4.14 RETAIL SALES ESTABLISHMENTS

An awarded Vendor may utilize retail sales establishments to participate as a distribution source for the Vendor. If vendor utilizes retail sales establishments to participate as a distribution source, Vendor shall provide a list of all retail sales establishments within the State of North Carolina by completing the tab labeled "OPTIONAL – Retail Stores Est" in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK. The list of retail sales establishments should include, at a minimum, the name of the establishment, the address of the establishment, and the customer service phone number and email address of the establishment.

Will Vendor maintain Retail Sales Establishments: Yes ☒ No ☐

List of Retail Sales Establishments provided: Yes ☒ No ☐

##### Modifications in Retail Sales Establishments List

If a Vendor has retail sales establishments to furnish and deliver goods in the Contract, post-award requests to add, delete or modify retail sales establishment information must be submitted to P&C's Contract Manager for prior approval.

#### 4.15 AUTHORIZED DEALERS

An awarded Vendor may utilize approved, Authorized Dealers, to participate as alternate distribution sources for the Vendor. Authorized Dealers may be added at any time during the contract term at the discretion of the Vendor, provided that they agree to comply with all terms and conditions of the awarded contract, with no set minimum or maximum number of Authorized Dealers that may be approved. Such participation is subject to the following conditions:

##### Designation of Authorized Dealer(s)

Vendor shall specify whether orders must be placed directly with Vendor or may be placed directly with Authorized Dealer(s). If vendor utilizes authorized dealers to participate as a distribution source for the Vendor, Vendor shall provide a list of all authorized dealers within the State of North Carolina by completing the tab labeled "OPTIONAL – Authorized Dealers" in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK. The list of authorized dealers should include, at a minimum, the name of the authorized dealer, the address of the authorized dealers, and the customer service phone number and email address of the authorized dealers. P&C will require a vendor registration process for all Vendors recommended for contract award and their authorized dealers through the E-Procurement System. Authorized Dealers must register as an e-Procurement vendor with the State of North Carolina upon contract award and must comply with all terms and conditions of this IFB. Vendors and authorized dealers can register through the electronic Vendor Portal here: <https://evp.nc.gov/>. Awarded Vendors remain responsible for contract compliance by its Authorized Dealers, and neither an order placed with, or items delivered by, a Vendor's Authorized Dealer shall relieve the Vendor from any obligation under this contract.

Will Vendor maintain Authorized Dealers: Yes ☐ No ☒

List of Authorized Dealers provided: Yes ☐ No ☒

All dealers proposed for the project must be directly authorized, trained, or certified by the manufacturer of the specified paint products. Certification must be current and verifiable at the time of bid submission and throughout the course of the contract.

#### **Modifications in Authorized Dealer List**

If a Vendor allows Authorized Dealers to participate in the Contract, post-award requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted to P&C's Contract Manager for prior approval.

#### **4.16 WARRANTY**

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

#### **4.17 VENDOR'S PUBLISHED CATALOG & LISTS**

As a result of this Contract, Vendors shall provide its entire catalog of products. By definition, a Vendor's catalog is a Vendor's full line of products within the awarded scope that is consistent with what is offered on its punch-out catalog site. The State reserves the right to determine the completeness of a Vendor's catalog.

Vendor's Catalog and Price List must be submitted with its Proposal by:

1. Providing the most recent, active, and correct web link to the catalog and price list(s) in ATTACHMENT A: COST PROPOSAL WORKBOOK in the designated field for each product category offered. The link shall not be password protected or require login credentials to be entered; OR
2. Providing the Catalog and Price List(s) as a Microsoft Excel file (free of passwords and macros) or PDF as an attachment with the corresponding categories being clearly labeled within the attachment(s).

Altered or unpublished price lists/literature may subject your Proposal to rejection. **Vendors shall not provide a link to their website or upload catalogs/product literature in lieu of the published price list. Vendors may either upload an Excel or PDF copy of the published price list or provide a direct link to the official published price list. The Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB or other inquiry will not suffice for the above requirement.** Failure to include such information shall be a sufficient basis for rejection of the Vendor's Proposal. The Vendor shall, where applicable, provide the following information, at a minimum, on the proposed products:

- a. Detailed Manufacturer's Item Description
- b. Manufacturer
- c. Manufacturer Product #
- d. Green Certification
- e. Manufacturer List Price
- f. UOM
- g. Number of Items (brushes, rolls of tape, etc.) per UOM
- h. Internet link to the product if available

#### **4.18 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.

#### 4.19 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. References shall not be from the same company or from the soliciting State entity. 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.

#### 4.20 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. Vendor shall describe how it will meet environmental and sustainability 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, using ATTACHMENT I: VENDOR SUSTAINABILITY EFFORTS.

#### 4.21 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 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.

#### 4.22 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.

#### 4.23 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.

#### 4.24 INSURANCE REQUIREMENTS MODIFICATION

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

- ☒ Contract value in excess of \$1,000,000.00

#### 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 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 ☐

North Carolina Secretary of State (NC SOS) ID: 0260149

#### 4.27 SUBCONTRACTOR

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

### 5.0 SPECIFICATIONS

The below specifications and requirements are drawn around a product(s) which the State has evaluated and determined that the size, construction, design layout, special features and performance are necessary. Vendors are requested to offer only comparable goods which will provide the features and performance needed and implied. Paint 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 SPECIFICATIONS. Paint 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 Paint 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 Paint in the identified categories. Bids for Paint in other, related categories will not be accepted. The State will evaluate its needs for additional Paint categories and may issue additional solicitations in the future.

## 5.1 CUSTOMER SERVICES

The vendor shall outline in its response, key principles and strategies to deliver customer service in the context of interior, exterior, epoxy paint and related supplies, which shall be provided by the vendor during the contract period. Information to include but not limited to:

- Prompt Response
- Product Knowledge and Expertise
- Problem-Solving
- Accuracy and Efficiency
- Tracking and Status Updates
- Feedback Collection

### 5.1.1 GEOGRAPHIC COVERAGE

The Vendor shall provide coverage for all 100 North Carolina Counties.

## 5.2 SPECIFICATIONS

The specific items and any specifications that the Procurement Entity is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

| <i>Category</i>           | <i>Description</i>                                                                                                                                                |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A – Exterior Paint</b> | Includes but is not limited to oil-based including alkyd paints, latex, acrylic, enamel and primer in all sheen options and color options                         |
| <b>B – Interior Paint</b> | Includes but is not limited to acrylic, latex, oil-based including alkyd paints, and primer in all sheen options and color options                                |
| <b>C – Epoxy</b>          | Includes but is not limited to water-based in all color options                                                                                                   |
| <b>D –Supplies</b>        | Includes but is not limited to brushes, roller covers, roller frames, drop-cloths, sandpaper, painter’s tape, rags, paint buckets, putty knives, plastic sheeting |

### CATEGORIES A – C

The product shall be suitable for application to new or previously painted wood, stucco, drywall, masonry, and primed metal surfaces (e.g. doors, frames, trim and sash). The paint shall have good flowing and brushing properties and shall dry to a smooth uniform film, free from lap marks, excessive brush marks, orange peel, craters, coarse particles, blisters, fisheye, pitting, or pinholes after drying.

All containers shall be properly sealed and shall show no evidence of leakage, and the product shall remain in satisfactory condition for a period of twelve (12) months after delivery. The Vendor shall be held responsible for replacing containers unfit for use and will be responsible for all costs and transportation charges incurred in replacing paint and containers. Paint containers shall be available in 5-gallon, 1-gallon, and 1-pint sizes.

### Labeling:

Each container and shipping carton shall be clearly labeled with the following information:

- Manufacturer Name
- Descriptive Name of the Paint
- Date of Manufacture (Month and Year)
- Batch Number and Color

In addition to the above, each container label shall contain as a minimum:

- Application
- Full Instructions for Surface Preparation
- Thinning Procedure or Other Requirement
- Cleanup
- Drying Time
- Type-Recommended Use of the Product on Various Types of Surfaces
- Types of Primer, if Required
- The Spreading Rate
- Any Applicable health or Safety Warning
- Any Special Storage Requirement
- Maximum VOC Value (g/L)
- Green Certifications (if applicable)

**Colors:**

Vendor shall make available all products in their full range of standard colors and shall possess and maintain the capability to match any color specified by the Buyer upon request.

**Volatile Organic Compound (VOC):**

All paints, primers, sealers, and coatings supplied under this contract shall comply with the VOC content limits established by the U.S. Environmental Protection Agency (EPA) under 40 CFR Part 59, Subpart D – National Volatile Organic Compound Emission Standards for Architectural Coatings, and applicable state regulations.

**Viscosity:**

Categories A and B for Interior and Exterior Paint: 80–110 KU (Kreb Unit), Test Method ASTM D562  
Category C for Epoxy: 70–120 KU

Products outside the stated viscosity range may be accepted if the vendor provides certified test data demonstrating compliance with all other performance requirements.

Additional paint and related supplies may be ordered during the contract period from vendor’s catalog at a standard percentage discount off catalog price.

### 5.3 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 or on an attached sheet, titled DEVIATIONS. 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.

None

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**6.0 CONTRACT ADMINISTRATION**

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

State Contract Administrator: Sarah Lyons, [Sarah.Lyons@doa.nc.gov](mailto:Sarah.Lyons@doa.nc.gov), 984-236-0217

State Contract Manager: Ian Fox-Castro, [Ian.M.Fox-Castro@doa.nc.gov](mailto:Ian.M.Fox-Castro@doa.nc.gov), 984-236-0211

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:                             | Mary Goltz                                                                 |
| Office Phone #:                   | 910-515-0538                                                               |
| Mobile Phone #:                   | 910-515-0538                                                               |
| E-mail:                           | <a href="mailto:goltz@pittsburghpaints.com">goltz@pittsburghpaints.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:                             | Jeffrey Odham |
| Office Phone #:                   | 252-626-6465  |
| Mobile Phone #:                   | 252-626-6465  |

|         |                                                                                            |
|---------|--------------------------------------------------------------------------------------------|
| E-mail: | <a href="mailto:jeffrey.odham@pittsburghpaints.com">jeffrey.odham@pittsburghpaints.com</a> |
|---------|--------------------------------------------------------------------------------------------|

## 6.2 ELECTRONIC PRODUCT CATALOG

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

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

### 6.2.1 Line-Item Catalog Solution

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

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

### 6.2.2 Punchout Catalog Solution

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

- a. Vendor shall deliver a punch-out catalog which must be approved and available for use within thirty (30) calendar days of notice of award. Vendor shall limit the punch-out catalog content to the Vendor's statewide contract offering. By providing a punch-out catalog, Vendor shall provide its own catalog (the "online catalog"), which must be capable of communication between the E-Procurement System and a supplier's ERP system via Commerce Extensible Markup Language (cXML) 1.0 or 1.1 standards.
- b. Vendor shall ensure its online catalog marketplace is up-to-date or as requested by the State; updating the offered products/services and pricing listed on its online catalog.
- c. Vendor shall deliver a punch-out catalog that contains only items that are in the scope of the awarded contract. The Vendor shall have the capability to block from the punch-out catalog those items as designated by the State or Supplier Manager.

“Blocking” is defined as the electronic removal of product information and prices from the punch-out catalog solution. For each item included, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, and contract price.

- d. The Vendor shall meet the following requirements:
  - 1. Vendor shall include in the catalog the most current pricing, inclusive of all applicable administrative fees and or discounts, as well as the most up-to-date product offering the Vendor is authorized to provide in accordance with the contract; and
  - 2. Vendor shall maintain the accuracy of the catalog throughout the duration of the contract; and
  - 3. Vendor shall include in the catalog detailed product line-item descriptions; and Vendor shall include in the catalog pictures when possible; and
  - 4. Vendor shall include in the catalog any additional content required by the State or Supplier Manager; and
  - 5. Vendor shall make access to the punch-out catalog available 24 hours a day, 7 days a week.
- e. The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor’s offering from the E-Procurement System.

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

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

- ☒ Line-Item Catalog
- ☐ Punch-Out Catalog

**6.3 CONTRACT BUSINESS REVIEW MEETINGS**

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

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

- 1. Spend overview (State Agency Spend) FY Comparison
  - a. Procurement Card Spend
  - b. Volume Discount
- 2. Product Cost Savings from list price
- 3. Product Accuracy Rate – Percent of product 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. Rebates
- 9. Challenges
- 10. Improvement Ideas

## 6.4 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.

## 6.5 PERIODIC QUARTERLY SPEND REPORTS

The Vendor shall be required to provide Sales Management Reports to the above designated Contract Manager on a **Quarterly**, basis. Users should submit their report through eVP by following the instructions in the [STC Quarterly Reporting job aid](#).

This report shall include, at a minimum, information concerning:

1. Sales Report (total cost) by State entity, to include agencies, community colleges, universities, school systems, local government entities.
2. Sales Report Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Any additional delivery charges such as specialty packaging or overnight delivery, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables, such as but not limited to specialty paint for a unique project, unique type of primer or sealant, and specialty application tools, and equipment.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically, to include using the [Vendor Quarterly Spend Data Report](#).

Vendor shall submit the Quarterly Sales Management Reports by the 15<sup>th</sup> of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

**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.

## 6.6 ACCEPTANCE OF WORK

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

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly

conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## 6.7 INVOICES

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

At the Buyer's request, the Vendor shall provide consolidated invoicing. A Buyer may request the consolidated invoice including a summary of orders in addition to detailed line item information. Consolidated invoices are to be provided on a cycle and format determined by the Authorized User. In addition to the fields listed above for a standard invoice, consolidated invoices are required to include the following data elements:

Order Dates for Each Order, Agency's Order Number for Each Order, and Extended Costs Separated by Order Dates.

If Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

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

## 6.8 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.

## 6.9 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.

## 6.10 POST AWARD PRODUCT SUBSTITUTION, 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.

#### **6.11 OUT-OF-STOCK AND BACK-ORDERS**

The successful 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 the successful Vendor of a fulfillment delay of one or more items in a shipment, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, providing the cancellation occurs before Buyer is notified that the delayed item or order has shipped.

#### **6.12 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for three hundred sixty-five (365) days 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 cancellation.

#### **6.13 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.

#### **6.14 TAXES**

No taxes shall be included in any bid prices.

#### **6.15 ATTACHMENTS**

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

**The remainder of this page is intentionally left blank.**

ATTACHMENT A-PRICING SUBMITTAL WORKBOOK

**Interior, Exterior, Epoxy Paint and Supplies**

|                   | % Discount Off<br>MSRP/List Price |
|-------------------|-----------------------------------|
| <b>CATEGORY A</b> |                                   |
| Interior Paint    | 60.00%                            |
| <b>CATEGORY B</b> |                                   |
| Exterior Paint    | 60.00%                            |
| <b>CATEGORY C</b> |                                   |
| Epoxy Paint       | 30.00%                            |
| <b>CATEGORY D</b> |                                   |
| Supplies          | 30.00%                            |

## NOTES TO VENDORS

**Vendor Name:** The Pittsburgh Paints Co.

**DO NOT ALTER WORKBOOK, ENTER VALUES ONLY IN DESIGNATED AREAS**

| CATEGORY A: Interior Paint |                          |             |                           |                                            |                   |                   |                 |                                                                                                   |
|----------------------------|--------------------------|-------------|---------------------------|--------------------------------------------|-------------------|-------------------|-----------------|---------------------------------------------------------------------------------------------------|
| Manufacturer Name          | Manufacturer Part Number | List Price  | % Discount Off Price List | Contract Price<br>(List Prices - Discount) | Catalog ID        | Price List Name   | Price List Date | Vendor's Published Price List<br>(Provide link and/or indicate it will be uploaded with your bid) |
| Pittsburgh Paints          | 6-500ZV/01               | \$ 95.29    | 89.30%                    | \$ 10.20                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        | <a href="#">Uploaded on Ariba with bid</a>                                                        |
| Pittsburgh Paints          | 6-500ZV/05               | \$ 471.56   | 90.25%                    | \$ 45.99                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        |                                                                                                   |
| Pittsburgh Paints          | 439-10/01                | \$ 119.66   | 83.85%                    | \$ 19.33                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        |                                                                                                   |
| Pittsburgh Paints          | 439-10/05                | \$ 583.56   | 84.29%                    | \$ 91.67                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        |                                                                                                   |
| PPG                        | 4308-0300/01             | \$ 200.57   | 88.54%                    | \$ 22.99                                   | Retail Price List | RETAIL PMC WP1R   | 5/1/2026        |                                                                                                   |
| PPG                        | 4308-0300/05             | \$ 1,002.90 | 89.53%                    | \$ 104.99                                  | Retail Price List | RETAIL PMC WP1R   | 5/1/2026        |                                                                                                   |
| PPG                        | 4308-9400/01             | \$ 209.91   | 85.24%                    | \$ 30.99                                   | Retail Price List | RETAIL PMC WP1R   | 5/1/2026        |                                                                                                   |
| PPG                        | 4308-9400/05             | \$ 1,049.55 | 86.19%                    | \$ 144.99                                  | Retail Price List | RETAIL PMC WP1R   | 5/1/2026        |                                                                                                   |
| PPG                        | 4308-9400/01             | \$ 209.91   | 85.24%                    | \$ 30.99                                   | Retail Price List | RETAIL PMC WP1R   | 5/1/2026        |                                                                                                   |
| PPG                        | 4308-9400/05             | \$ 1,049.55 | 86.19%                    | \$ 144.99                                  | Retail Price List | RETAIL PMC WP1R   | 5/1/2026        |                                                                                                   |
| PPG                        | 4160-6120/01             | \$ 161.96   | 90.93%                    | \$ 14.69                                   | Retail Price List | RETAIL PMC WP1R   | 5/1/2026        |                                                                                                   |
| PPG                        | 4160-6120/05             | \$ 809.76   | 91.55%                    | \$ 68.42                                   | Retail Price List | RETAIL PMC WP1R   | 5/1/2026        |                                                                                                   |
| CATEGORY A TOTAL: \$730.24 |                          |             |                           |                                            |                   |                   |                 |                                                                                                   |

| CATEGORY B: Exterior Paint |                          |            |                           |                                            |                   |                   |                 |                                                                                                   |
|----------------------------|--------------------------|------------|---------------------------|--------------------------------------------|-------------------|-------------------|-----------------|---------------------------------------------------------------------------------------------------|
| Manufacturer Name          | Manufacturer Part Number | List Price | % Discount Off Price List | Contract Price<br>(List Prices - Discount) | Catalog ID        | Price List Name   | Price List Date | Vendor's Published Price List<br>(Provide link and/or indicate it will be uploaded with your bid) |
| Pittsburgh Paints          | 6-650XI/01               | \$ 92.11   | 86.98%                    | \$ 11.99                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        | Uploaded on Ariba                                                                                 |
| Pittsburgh Paints          | 6-650XI/05               | \$ 456.22  | 88.37%                    | \$ 53.05                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        |                                                                                                   |
| Pittsburgh Paints          | 6-8534/01                | \$ 97.23   | 86.53%                    | \$ 13.10                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        |                                                                                                   |
| Pittsburgh Paints          | 6-8534/05                | \$ 480.33  | 87.40%                    | \$ 60.54                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        |                                                                                                   |
| Pittsburgh Paints          | 6-900XI/01               | \$ 102.48  | 87.07%                    | \$ 13.25                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        |                                                                                                   |
| Pittsburgh Paints          | 6-900XI/05               | \$ 507.82  | 87.95%                    | \$ 61.17                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        |                                                                                                   |
| Pittsburgh Paints          | 4139-10/01               | \$ 119.66  | 81.99%                    | \$ 21.55                                   | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        |                                                                                                   |
| Pittsburgh Paints          | 4139-10/05               | \$ 598.33  | 82.83%                    | \$ 102.75                                  | Retail Price List | RETAIL PAINT XP1R | 5/1/2026        |                                                                                                   |
| PPG                        | 4160-6120/01             | \$ 161.96  | 90.93%                    | \$ 14.69                                   | Retail Price List | RETAIL PMC WP1R   | 5/1/2026        |                                                                                                   |
| PPG                        | 4160-6120/05             | \$ 809.76  | 91.55%                    | \$ 68.42                                   | Retail Price List | RETAIL PMC WP1R   | 5/1/2026        |                                                                                                   |



|              |                           |
|--------------|---------------------------|
| Vendor Name: | The Pittsburgh Paints Co. |
|--------------|---------------------------|

Interior, Exterior, Epoxy Paint and Supplies

| 1. Additional Discounts (Optional)            |                               |                                   |            |                  |
|-----------------------------------------------|-------------------------------|-----------------------------------|------------|------------------|
| Discount Type / Description                   | Preset Criteria               | Vendor Criteria<br>(if different) | Discount % | Notes/Conditions |
| Early Payment Discount                        | Payment within 15 days        |                                   |            | NA               |
| High Volume Discount                          | Orders over \$XXXXXX annually |                                   |            | NA               |
| Eco-Friendly / Sustainability Promotion       | Recycled / eco-friendly items |                                   |            | NA               |
| Promotional Discounts                         | Location-based                |                                   |            | NA               |
| Promotional Discounts                         | Time-based                    |                                   |            | NA               |
| Promotional Discounts                         | Customer-based                |                                   |            | NA               |
| Parts & Accessories                           | Not initial Purchase          |                                   |            | NA               |
| Additional Discounts - Other (Vendor-Defined) |                               |                                   |            |                  |
| Discount Type / Description                   | Vendor Criteria               |                                   | Discount % | Notes/Conditions |
|                                               |                               |                                   |            |                  |
|                                               |                               |                                   |            |                  |
|                                               |                               |                                   |            |                  |

| 2. Value-Added Services (Optional)    |            |                  |                                                                                                          |
|---------------------------------------|------------|------------------|----------------------------------------------------------------------------------------------------------|
| Service Offered                       | Vendor UOM | Cost<br>(if any) | Notes/Conditions                                                                                         |
| Free training                         |            | No Charge        | To facilities for proper application and problem solving issues                                          |
| Maintenance Binder Program            |            | No Charge        | Binder for facilities to indicate types of products and where they were used along with the proper color |
| PPC Regional Architect Representative |            | No Charge        | To aid in specification recommendations                                                                  |
| Color Matching                        |            | No Charge        | on Site or in-store                                                                                      |
| Employee Discount Program             |            | No Charge        | Employee discount program offered                                                                        |
| Contractor Recommendations            |            | No Charge        | Local network of qualified contractor recommendations                                                    |
| Consistent Color Support              |            | No Charge        | Consistent color support across the Carolinas                                                            |

For Value-Added Services, if a service is provided at no cost, please indicate “No Charge” in the Cost (if any) column.

**ATTACHMENT A-PRICING SUBMITTAL WORKBOOK**

**Interior, Exterior, Epoxy Paint and Supplies**

| LIST OF RETAIL SALES ESTABLISHMENTS WHO WILL SERVICE THIS CONTRACT |                                  |                           |                               |                                                                                |
|--------------------------------------------------------------------|----------------------------------|---------------------------|-------------------------------|--------------------------------------------------------------------------------|
| Name of Establishment                                              | Address                          | City, State, Zip          | Customer Service Phone Number | Customer Service Email Address                                                 |
| PPG Paints 9243                                                    | 1600 B MATTHEWS MINT HILL ROAD   | MATTHEWS NC 28105         | 704-847-7251                  | <a href="mailto:PAF9243@pittsburghpaints.com">PAF9243@pittsburghpaints.com</a> |
| PPG Paints 9316                                                    | 4125 OLEANDER DR                 | WILMINGTON NC 28403       | 910-452-3289                  | <a href="mailto:PAF9316@pittsburghpaints.com">PAF9316@pittsburghpaints.com</a> |
| PPG Paints 8162                                                    | 573 CHURCH STREET NORTH          | CONCORD NC 28025          | 704-786-0138                  | <a href="mailto:PAF8162@pittsburghpaints.com">PAF8162@pittsburghpaints.com</a> |
| PPG Paints 9240                                                    | 3022 GRIFFITH STREET             | CHARLOTTE NC 28203        | 704-523-0888                  | <a href="mailto:PAF9240@pittsburghpaints.com">PAF9240@pittsburghpaints.com</a> |
| PPG Paints 9490                                                    | 1455 TRADEMART BLVD              | WINSTON SALEM NC 27127    | 336-771-8878                  | <a href="mailto:PAF9490@pittsburghpaints.com">PAF9490@pittsburghpaints.com</a> |
| PPG Paints 8195                                                    | 2404 NEUSE BOULEVARD             | NEW BERN NC 28562         | 252-637-5274                  | <a href="mailto:PAF8195@pittsburghpaints.com">PAF8195@pittsburghpaints.com</a> |
| PPG Paints 9387                                                    | 729 EAST FRANKLIN BOULEVARD      | GASTONIA NC 28054         | 704-864-6783                  | <a href="mailto:PAF9387@pittsburghpaints.com">PAF9387@pittsburghpaints.com</a> |
| PPG Paints 8142                                                    | 104 RIVER HILLS ROAD SUITE B     | ASHEVILLE NC 28805        | 828-298-7060                  | <a href="mailto:PAF8142@pittsburghpaints.com">PAF8142@pittsburghpaints.com</a> |
| PPG Paints 8170                                                    | 903 LANDMARK DRIVE               | GOLDSBORO NC 27534        | 919-778-7746                  | <a href="mailto:PAF8170@pittsburghpaints.com">PAF8170@pittsburghpaints.com</a> |
| PPG Paints 9502                                                    | 379 E PLAZA DRIVE                | MOORESVILLE NC 28115      | 704-799-6414                  | <a href="mailto:PAF9502@pittsburghpaints.com">PAF9502@pittsburghpaints.com</a> |
| PPG Paints 9338                                                    | 894 ELM STREET                   | FAYETTEVILLE NC 28303     | 910-484-5161                  | <a href="mailto:PAF9338@pittsburghpaints.com">PAF9338@pittsburghpaints.com</a> |
| PPG Paints 8175                                                    | 756 4TH STREET SW                | HICKORY NC 28602          | 828-328-1781                  | <a href="mailto:PAF8175@pittsburghpaints.com">PAF8175@pittsburghpaints.com</a> |
| PPG Paints 8176                                                    | 511 BURKEMONT AVENUE             | MORGANTON NC 28655        | 828-438-9210                  | <a href="mailto:PAF8176@pittsburghpaints.com">PAF8176@pittsburghpaints.com</a> |
| PPG Paints 8196                                                    | 1935 SOUTH MAIN STREET SUITE 101 | SALISBURY NC 28144        | 704-636-5834                  | <a href="mailto:PAF8196@pittsburghpaints.com">PAF8196@pittsburghpaints.com</a> |
| PPG Paints 8205                                                    | 2205 WESTINGHOUSE BOULEVARD      | RALEIGH NC 27604          | 919-872-6500                  | <a href="mailto:PAF8205@pittsburghpaints.com">PAF8205@pittsburghpaints.com</a> |
| PPG Paints 8172                                                    | 425 H SE GREENVILLE BLVD         | GREENVILLE NC 27858       | 252-756-1833                  | <a href="mailto:PAF8172@pittsburghpaints.com">PAF8172@pittsburghpaints.com</a> |
| PPG Paints 9354                                                    | 3161 HILLSBOROUGH ROAD           | DURHAM NC 27705           | 919-382-3100                  | <a href="mailto:PAF9354@pittsburghpaints.com">PAF9354@pittsburghpaints.com</a> |
| PPG Paints 9241                                                    | 931 N. POLK STREET               | PINEVILLE NC 28134        | 704-542-8880                  | <a href="mailto:PAF9241@pittsburghpaints.com">PAF9241@pittsburghpaints.com</a> |
| PPG Paints 9390                                                    | 5103 C W MARKET STREET           | GREENSBORO NC 27409       | 336-273-9761                  | <a href="mailto:PAF9390@pittsburghpaints.com">PAF9390@pittsburghpaints.com</a> |
| PPG Paints 9293                                                    | 2800 N CROATAN HWY               | KILL DEVIL HILLS NC 27948 | 252-480-1970                  | <a href="mailto:PAF9293@pittsburghpaints.com">PAF9293@pittsburghpaints.com</a> |