STATE OF NORTH CAROLINA

Division of Purchase and Contract

Request for Proposals #: DPC-570396880-BJ

Office Supplies

Date Issued: June 20, 2023

Proposal Opening Date: August 15, 2023 At 02:00 PM ET

Procurement Lead:

Bahaa.Jizi@doa.nc.gov

State Procurement Manager

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 RFP SCHEDULE Section of this RFP. Vendors will enter "**RFP # DPC-475283035-FS – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Forms & Supply, Inc.

6410 Orr Rd
Charlotte, NC 28213

800-532-0335 / 704-598-8971

Janet Blanford

Director of Sales, Office
Product Division

Janet.blanford@formsandsupply.com

IFB Number:

DPC-570396880-BJ

Forms & Supply, Inc.
6410 Orr Rd
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August 15, 2023

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State of North Carolina
Division of Purchase and Contract

Re: Request for Proposal DPC-570396880-BJ
Title: Office Supplies

Dear Bahaa Jizi,

We at Forms & Supply, Inc, (FSIoffice) are pleased to submit our response to the Request for Proposal (RFP) issued by the Division of Purchase and Contract. We have carefully reviewed the requirements outlined in the RFP DPC-570396880-BJ and we believe that our expertise, experience, and commitment to excellence make us an ideal partner for this project.

Throughout our years of service to the state FSIoffice has exemplified what it means to partner with our customers. Our commitment to upholding the values and goals of the state combined with our skill sets and willingness to support your endeavors make FSIoffice the ideal vendor to service the future contract.

Respectfully,

Kim G. Leazer
CEO
Forms & Supply, Inc.

CORPORATE OFFICE
6410 ORR ROAD
CHARLOTTE, NC 28213
TELE 704.598.8971
800.532.0335
WWW.FSIOFFICE.COM

SOLCITATION ADDENDUM

Issuing Agency:	Division of Purchase & Contract
Solicitation Number:	DPC-570396880-BJ
Solicitation Description:	Office Supplies
Solicitation Opening Date and Time:	August 15, 2023 @2:00 PM ET
Addendum Number:	1
Addendum Date:	July 12, 2023
Purchasing Agent:	Bahaa Jizi

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

1. The Solicitation is hereby modified as follows:

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
1	4.11 Warranty	Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the Proposal response.	Manufacturer's standard warranty shall apply to the extent it exceeds minimum warranty requirements. In addition, Vendor guarantees items provided to be free from any and all defects in material, packaging and workmanship and shall replace defective items promptly at no charge to the Buyer.
2	4.6 Delivery	Vendor should complete delivery within two (2) consecutive calendar days after receipt of purchase order.	Vendor should complete delivery within two (2) consecutive business days after receipt of purchase order.
3	4.7 On-Time Delivery Rate	On-time shipment is defined as shipping all ordered items to the receiving point designated by the Buyer within the shipping time required in Section 4.5 DELIVERY.	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.
4	6.11 Price Adjustments	Percentage discounts modifications for any item(s) shall be submitted in writing to the Contract Administrator.	Percentage discounts modifications for any item(s) shall be submitted in writing to the Contract Manager.
5	4.1.2 PERCENTAGE DISCOUNT OFF THIRD PARTY LIST EVALUATION	Vendors shall propose a percentage discount off current Essendant or SP Richard's list price for each of the four (4) subcategories (Office Consumables, Office Equipment, Paper, and Toner) included in ATTACHMENT A: PRICING SUBMITTAL WORKSHEET. Failure to provide a percentage discount on each of the four (4) subcategories will result in a Vendor being eliminated from the RFP process. The use of current United Stationers list price as a benchmark does not mean that Vendors must use United Stationers as their supplier. The use of a single wholesaler's list price is for the sole purpose of having a consistent reference point for pricing analysis and comparison across Vendors. For each of the four (4) subcategories listed in ATTACHMENT A: COST PROPOSALS the State's estimated annual spend at the	For each of the four (4) subcategories listed in ATTACHMENT A: COST PROPOSALS the State's estimated annual spend has been provided. A Vendor's discount percentage off MSRP price for each subcategory will be multiplied by the State's estimated annual spend for each subcategory to generate a total extended net cost for each of the subcategories.

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
		United Stationers list price has been provided. A Vendor's discount percentage off MSRP price for each subcategory will be multiplied by the State's estimated annual spend at the United Stationers list for each subcategory to generate a total extended net cost for each of the subcategories.	
6	4.13 DESCRIPTIVE LITERATURE/CERTIFICATION	Vendors shall submit with the Proposal a vendor link to all the products being offered.	Vendors shall submit with their proposal a manufacturer link to all substituted products being offered. Refer to ATTACHMENT A- COST PROPOSAL, Column R, Link to Item Description (Substitute)

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

Question #	Document Section	Vendor Question	State's Response
1		Is there an HP Big Deal? If so, can you please provide authorization to HP so we may have access?	No. There are no approvals or deviations required by the State for HP Big Deal or other manufacturers. The HP Big Deal was offered by the awarded vendor under the current STC #615A.
2		Can the state provide ship to zip codes for agencies that are mandated to use the contract?	FOB Destination to all 100 NC Counties. North Carolina ZIP Codes is the range from 27006 to 28909
3		How many ship to locations require desktop delivery?	Most of the orders under the current contract are desktop delivery.
4		Can you please provide the current COVID protocols? Is this COVID acknowledgement still relevant and necessary to sign?	No. COVID protocols and acknowledgement is no longer required from an Executive Order. Individual agencies are able to create their own COVID requirements for operations.
5		Will you accept responses with alternate price guarantees?	Yes. Please see Section 2.9 Alternate Proposals. It must be submitted and named as "Alternate Proposal."

Question #	Document Section	Vendor Question	State's Response
6	4.11 - Warranty	Due to the number of manufacturers involved will the State consider rephasing this request to something similar to "Manufacturer's standard warranty shall apply to the extent it exceeds minimum warranty requirements. In addition, Vendor guarantees items provided to be free from any and all defects in material, packaging and workmanship and shall replace defective items promptly at no charge to the Buyer."?	Yes. Please see Addendum Section#1 ,Modification #1.
7	Excel File "DPC-570396880-BJ-Office Supplies-Attachment A-Cost Proposal", Tab Core and Optional Items	Regarding the Pricing Completion Verification table (cell J8), the formula only calculates a maximum number of 250 and does not look at all of the cells that can be completed in column L. Please advise as to the State's intent with this calculation.	Changed: The general formula of cell J8 to =COUNT (L14:L1000) so that all cells within this range can be counted and applied toward the criteria of 480 minimum. Changed: The conditional formatting of cell J8 so that if the total count is equal to 479 or below, the cell will highlight **red**. If the total count is equal to 480 or greater, the cell will highlight **green.**
8	Excel File "DPC-570396880-BJ-Office Supplies-Attachment A-Cost Proposal", Tab Core and Optional Items	Regarding the List Price column (M), the column is white indicating it should be provided by the state; however, it is blank. Does the State intend to fill in the list price or should the vendor fill in list price for the item they are actually bidding (which could be a substitute item, or the item given)?	No. The vendor must complete column M by providing the Manufacturers List Price.
9	Cover Page	Please verify the RFP number. The cover page information indicates DPC-570396880-BJ while the paragraph at the bottom of the page states DPC-475283035-FS. In addition, the header for the RFP doc states DPC-467952775-BJ and section 2.6 states DPC-570396880-BJ.	DPC-570396880-BJ
10	2.8 - Proposal Content	Item "l", Attachment I, is listed as a document for contact information, no attachment for this is found; should this request be responded to in section 6.1 of the RFP document?	Yes. Please respond to Section 6.1. No Attachment I is required.
11	2.8 - Proposal Content	Item "k", Attachment H, does not seem to be included within the zip file of attachments. Please clarify if this attachment is intended as a required document.	Attachment H is not required. Please refer to Section 4.8 AUTHORIZED RESELLER The Vendor shall provide, upon request by the State or buying entity, a signed statement from the manufacturer confirming authorization.

Question #	Document Section	Vendor Question	State's Response
12	3.1 - Method of Award	Regarding the statement "Submission of manufacturer's price schedules developed specifically for this Proposal WILL…" please clarify the meaning of this statement.	Products offered must currently be available in the manufacturer's published MSRP. If a Vendor develops its own pricing schedule with selected items specifically for this RFP, they will be disqualified.
13	4.1.2 - Percentage Discount off Third Party List Evaluation	Will the State request/require an electronic file containing all items proposed under the scope of the RFP (excluding all items excluded as specified within section 1.1, Excluded Products)? If so, should this file include items defined as core list items? What data is needed for evaluation (i.e. Product Manufacturer Name, Product Manufacturer Item Number, Sub-Category (defined by State), Description, Unit of Measure, Current Essendant List Price, Vendor List Price and State of NC Discounted Price).	Please refer to Addendum Section #1, Modification #5. No, the State does not require a list of items. Please refer to Attachment A-Cost Proposal, Tab "Discount Off List", Vendors must provide the Percent Discount Off List in the four (4) Subcategories listed.
14	4.3 - Minimum Orders	please verify that an addendum will address the change of the minimum order requirement from $25 to $50	The minimum order requirement is $50.
15	4.5 - Transportation and identification	Please clarify the application of this FOB statement as it applies to shipments requested outside North Carolina.	Section reads for orders **within** the State of North Carolina. Transportation costs for orders outside North Carolina may apply with prior approval by the Buying Entity.
16	4.6 – Delivery	As not all state offices are open 7 days a week will the state consider changing this language from "consecutive calendar days" to "business days"? This request is also applicable to the chart within section 4.7	Yes. Please see Modification #2 for change.
17	4.7 - On-Time Delivery Rate	Section references "Section 4.5 DELIVERY". Please update language to reference "Section 4.6 DELIVERY".	See Modification #3.
18	4.8 - Authorized Reseller	Is this section intended to define the purpose of Attachment H listed within section 2.8 as a form to return?	No. Attachment H is not required. Section 4.8 AUTHORIZED RESELLER stands alone as a requirement.
19	4.18 - Quality Acceptance Inspection	Is there a proposed time frame for the described inspection and acceptance (i.e. 3 days)?	No. Three (3) business days.
20	4.23 - References	This section seems to duplicate the request from section 4.20. Please verify that this is not a separate and unique request for additional information.	Delete Section 4.23-REFERENCES

Question #	Document Section	Vendor Question	State's Response
21	5.5 - Reporting	Please explain the meaning of this statement "Provide information as it (is) related to special educational or promotional sale prices…"	Refer to Section 4.2. If during the contract term the awarded Vendor offers special educational or promotional sale prices, the Vendor must include within the Business Review the list of items, the promotion timeline, and the special pricing offered.
22	6.1 - Contract Manager and Customer Service	Which of these contacts is intended for use on the DOA P&C Contract Synopsis page?	Both the Contract Manger and the Customer Service Contacts will be provided on the Synopsis
23	6.7 - Quarterly Reports	Please clarify what is meant by "non-routine consumables and equipment".	Non-routine consumables and equipment are items not covered under the core list items, but covered under the sub-categories.
24	Excel File "DPC-570396880-BJ-Office Supplies-STC 4412A, Tab 6, Vendor Response (and Ariba Vendor Response)	Attachment I references a COVID vaccination and testing policy while within the RFP document Attachment I is described as "contract manager and customer service information" also found in section 6.1. Does the state require the COVID document to be returned since the state no longer has the same requirements of state employees?	No. COVID acknowledgement is no longer required.
25	Excel File "DPC-570396880-BJ-Office Supplies-STC 4412A, Tab 6, Vendor Response	Row 12 describes a statement from each manufacturer confirming authorization to resell. There are potentially over one hundred manufacturers represented within the scope of this RFP. Not all of them have stringent authorizations resulting in published certification. Please clarify the state's intent with this request and how it relates to similar wording within the RFP document in section 2.8	Please see Modification #1
26	Excel File "DPC-570396880-BJ-Office Supplies-Attachment A-Cost Proposal", Tab Price Sheet Instructions	Please verify that it is the state's intent to utilize Essendant information everywhere United Stationers is referenced within all bid documents.	Please refer to Addendum Section #1, Modification #5. See Solicitation Section 4.1.2 for intended use of
27	Excel File "DPC-570396880-BJ-Office Supplies-Attachment A-Cost Proposal", Tab Price Sheet Instructions	Under "instructions for populating the core and optional items worksheet", Column K references 245 items. Please verify that this should be 480 items as detailed within 4.1.1 of the RFP.	The correct number is 480. The Vendor must bid on a minimum of 480 of these items for the bid to be considered complete and considered.

Question #	Document Section	Vendor Question	State's Response
28	Excel File "DPC-570396880-BJ-Office Supplies-Attachment A-Cost Proposal", Tab Price Sheet Instructions	Under "instructions for populating additional volume discount bid" Please clarify the reference to "36 million" as it doesn't match section 4.1.3 of the RFP which states $21 million.	The correct amount is $21M
29	Excel File "DPC-570396880-BJ-Office Supplies-Attachment A-Cost Proposal", Tab Core and Optional Items	These items have been discontinued by the manufacturer and are not available. Please advise as to how the State prefers these items be addressed within bid responses. BIC BLRP51AST and BIC DECP41ASST	Vendors may leave those discontinued items blank or offer a substitute.
30	Ariba, Vendor Response	Section 6.10 and 6.13 both reference item literature. Attachment A, core list, has a space for a link but it seems to be intended only for substitute or alternate item offering. Please clarify 1. how the State intends the Link space on Attachment A to be utilized (each offered item or only substitute offers) and 2. the difference between section 6.10 and 6.13 in the Ariba response section.	Please refer to Addendum Section #1, Modification #6. Refer to Ariba Section 6, Vendor Response. Section 6.12 has been deleted.
31	6.11 - Price Adjustment	Traditionally invoices reflect the contract pricing in effect on the date of PO submittal rather than the date a shopping cart list is pulled to a PO. Please confirm that the state approves continuing this process without change.	. All orders will be invoiced at the Contract pricing in effect on the date an order is placed.
32	Excel File "DPC-570396880-BJ-Office Supplies-Attachment A-Cost Proposal", Tab Core and Optional Items	Regarding the formula in column N, this column is not extending two decimal places like other pricing columns. Please confirm that column N should match the other pricing columns formatting.	Crystal Jones to respond.
33		Could you please provide the two additional attachments from page 10 of the RFP if needed ATTACHMENT H - AUTHORIZED DEALER INFORMATION and ATTACHMENT I – CONTRACT MANAGER AND CUSTOMER SERVICE INFORMATION?	Vendors are not required to complete and submit ATTACHMENT I – CONTRACT MANAGER AND CUSTOMER SERVICE INFORMATION under Section 2.7 PROPOSAL SUBMITTAL. This Attachment was Inadvertently added. However, Vendors must complete Section 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE.

SOLICITATION NUMBER: Error! Reference source not found.
ADDENDUM NUMBER: Error! Reference source not found.

Question #	Document Section	Vendor Question	State's Response
34		Could you please provide approval to release HP Big Deal deviations to all suppliers? Also, if there are other manufacturers with deviations, please provide that approval to release as well.	Please refer to Question #1 above.
35		Please clarify consecutive days for delivery in section 4.6 page 14. Specifically, if the consecutive days fall upon a holiday.	Please refer to Question #6 above.
36		What is the e-procurement fee located in 2.2 page 6 of the RFP?	Please refer to NORTH CAROLINA GENERAL TERMS & CONDITIONS, Section 17, ELECTRONIC PROCUREMENT
37		In section 4.11 Warranty on page 15 could you please clarify the documentation needed for manufacturer warranty. As the limit for this RFP response is 20 pages and there will be multiple manufacturers is the documentation needed?	Please see Addendum Section#1, Modification #1.

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

☐ A response was submitted prior to this Addendum. An updated response has been submitted to address the changes resulting from this Addendum.

☐ A response was submitted prior to this Addendum. **NO CHANGES have resulted** from this Addendum.

☒ A response was **not** submitted prior to this Addendum. **ANY CHANGES resulting** from this Addendum are included in our response.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Kim G. Leazer — 8-11-2023

Authorized Signature — Date

Kim G. Leazer — CEO

Printed Name — Title

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer *ALL* Inquiries regarding this RFP to: **All correspondence with Vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (Only) based on the schedule in Section 2.4**	**Request for Proposals # DPC-570396880-BJ** **Proposals will be publicly opened: August 15, 2023 @ 2:00 PM ET**
Using Agency: * PURCHASE AND CONTRACT ***** **Contract Type: Statewide Term Contract (STC #4412A)**	**Commodity No. and Description:** 441216 Office Supplies

EXECUTION

In compliance with this Request for Proposals (RFP), 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 Proposal, at the prices set opposite each item within the time specified herein.

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

- this Proposal 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 Proposal, 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 RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this Proposal response to the RFP, 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 Proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the Ariba Sourcing Tool.

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

COMPLETE/FORMAL NAME OF VENDOR: Forms & Supply, Inc.			
STREET ADDRESS: 6410 Orr Rd		P.O. BOX: 563953	ZIP: 28256
CITY & STATE & ZIP: Charlotte, NC 28213		TELEPHONE NUMBER: 704-598-8971	TOLL FREE TEL. NO: 800-532-0335
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Kim G. Leazer CEO		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	**DATE:** 8-11-2023	E-MAIL: kim.leazer@formsandsupply.com	

VALIDITY PERIOD

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

PROPOSAL ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of 9/27/2023, 20____, as indicated on the attached certification, by PandC - Bahaa Jizi

(Authorized Representative of Division Purchase and Contract)

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1.0 PURPOSE AND BACKGROUND

The Department of Administration (DOA) serves as the business manager for North Carolina State Government and provides leadership to state government for the effective, efficient, economical, and equitable delivery of services to the public. The department also provides assistance and services to several advocacy programs that serve diverse segments of the state's population that have traditionally been underserved. The Division of Purchase and Contract (P&C) is the strategic force 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 in an effort to provide goods and services.

The State through the DOA, P&C is seeking proposals from qualified Vendors to establish a Statewide Term Contract (STC) to provide new, unused and in current production commercial and institutional quality for ALL types of Office Supplies on an "**As Needed**" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions, and Other Eligible Entities during the contract period. The intent of this Request for Proposal (hereinafter, "RFP") is to receive pricing from Vendors who will offer savings to the State and who have, confirmed through Vendors' submission of Proposals, the ability to meet the State's needs.

Vendor offering must meet the following categories:

- **CATEGORY A – OFFICE CONSUMABLES**
- **CATEGORY B – OFFICE EQUIPMENT (For items not covered under STC #420A – Office Furniture)**
- **CATEGORY C – TONER**
- **CATEGORY D – OFFICE PAPER (For items not covered under STC #645A – Office Paper)**

Based on historical data, the State has purchased approximately $48 million dollars of Office Supplies from July 2018 through June 2022. No maximum or minimum quantities are guaranteed for this contract. The State shall not be obligated to purchase in excess of its normal requirements.

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

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

1.1 EXCLUDED PRODUCTS

There are potentially numerous products carried by Vendors that will respond to this RFP which are not included in the scope of this RFP and will be excluded from the resulting contract. The awarded Vendor shall not provide, unless specifically included as a Core List item, the following types of products:

a. All services (except delivery and customer/account support activities specifically stated in the RFP)

b. Furniture such as desks, workstations, chairs, tables, bookcases, shelving, etc.

c. Complex technology items such as computers, printers, scanners, copiers, software, etc.

d. Break room and janitorial supplies

e. Maintenance, Repair, and Operation Supplies

1.2 CONTRACT TERM

The Contract shall have an initial term of four (4) years, beginning on October 1, 2023 or at the date of execution, whichever date is later. At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one (1) year term. The State will give the Vendor written notice of its intent to exercise each option no later than 60 days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP 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 RFP 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 RFP 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 RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL 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 RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's Proposal. This applies to any language appearing in or attached to the document as part of the Vendor's Proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the Proposal non-binding or subject to further negotiation. Vendor's Proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's Proposal as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	June 20, 2022
Hold Urged & Caution Pre-Proposal Conference	State	**Thursday June 29, 2023 @ 10:00 AM ET** **Microsoft Teams meeting** **Join on your computer, mobile app or room device** Click here to join the meeting Meeting ID: 271 459 841 881 Passcode: SJUtbo Download Teams | Join on the web **Join with a video conferencing device** ncgov@m.webex.com Video Conference ID: 115 195 102 3 Alternate VTC instructions **Or call in (audio only)** +1 984-204-1487,,440627027# United States, Raleigh Phone Conference ID: 440 627 027# Find a local number | Reset PIN
Submit Written Questions	Vendor	July 10, 2023 @ 10:00 A.M ET
Provide Responses to Questions	State	July 17, 2023, or sooner
Submit Proposals	Vendor	**August 15, 2023 @ 2:00 PM ET** **Microsoft Teams meeting** **Join on your computer, mobile app or room device** Click here to join the meeting Meeting ID: 285 291 010 532 Passcode: 3iNqir Download Teams | Join on the web **Join with a video conferencing device** ncgov@m.webex.com Video Conference ID: 111 729 113 2 Alternate VTC instructions **Or call in (audio only)** +1 984-204-1487,,825949927# United States, Raleigh Phone Conference ID: 825 949 927# Find a local number | Reset PIN
Contract Award	State	TBD
Contract Effective Date	State	TBD

2.5 URGED AND CAUTION PRE-PROPOSAL CONFERENCE

Date:	Wednesday, June 29, 2023
Time:	10:00 AM Eastern Time
Location:	VIRTUAL LINK (See RFP Schedule above)
Contact:	bahaa.jizi@doa.nc.gov
Contact #:	984-236-0218

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-Proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory pre-Proposal conference is scheduled for this RFP. Submission of a Proposal 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 RFP.

The purpose of this conference is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors shall stay for the duration of the *conference*. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the conference which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best Proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP 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 RFP SCHEDULE Section of this RFP. Vendors will enter "**DPC-570396880-BJ – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

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

Vendor's Proposals 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.

P&C recommends the following naming conventions when uploading files:

- **Solicitation Number-Proposal Response-Vendor Name**
- **Solicitation Number-Proposal Response-Vendor Name-Pricing Catalog**
- **Solicitation Number-Proposal Response-Vendor Name-Attachment _**

Example:

- **DPC-467952775-BJ -Office Supplies-Response-Xyz Corporation**
- **DPC-467952775-BJ -Office Supplies-Response-Xyz Corporation-Pricing Catalog**
- **DPC-467952775-BJ -Office Supplies-Response-Xyz Corporation-Attachment D**

2.8 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP 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 Proposal, in the State's sole discretion.

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

a) Cover Letter, must include a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.

b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.

c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP.

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

e) Vendor Response (Vendor's Proposal addressing all Specifications of this RFP.

f) Completed version of ATTACHMENT A: COST PROPOSAL

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 version of ATTACHMENT H - AUTHORIZED DEALER INFORMATION

l) Completed version of ATTACHMENT I – CONTRACT MANAGER AND CUSTOMER SERVICE INFORMATION

m) Completed version of ATTACHMENT J: NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERLY DISABLED PREFERENCE

n) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE PROPOSALS

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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

A list of commonly used definitions has been provided in the INSTRUCTIONS TO VENDORS.

1. MSRP – Manufacturer's Suggested Retail Price

2. NPWCBSD – Non-Profit Work Centers for the Blind and Severely Disabled

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The goods or services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor for a **minimum of 480 or more Core List Items**, % Discount-Off MSRP List, and Additional Savings Offers as listed in ATTACHMENT A: COST PROPOSAL, the State reserves the right to make separate awards to multiple Vendors, or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

All qualified Proposals will be evaluated, and award(s) made as deemed advantageous or necessary to provide the estimated requirements as to breadth of lines, highest % discount offered off MSRP List, quantity, quality, delivery, service, and/or geographical coverage, based on Section 3.3. Products offered must currently be available on the manufacturer's published MSRP. Submission of manufacturer's price schedules developed specifically for this Proposal WILL result in disqualification from award consideration.

The status of a Vendor's e-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of Proposal opening may, at the State's discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP 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 RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided Proposals) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of Proposals 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. If negotiation is anticipated, 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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach (Section 5.6)
2. Vendor Experience (Section 4.18)
3. Vendor References (Section 4.19)
4. Pricing (Attachment A)

3.5 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 RFP, 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

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP 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 Proposals 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 RFP. Except as specifically stated in the RFP, 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 Proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a Proposal, 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 RFP. 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 Proposal, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

The Vendor shall submit pricing in accordance with the instructions in ATTACHMENT A: PRICING SUBMITTAL WORKSHEET and all other relevant terms and conditions of this RFP. The pricing response will contain three (3) subsections, to include:

1. Core List (minimum 480 items)
2. % Discount Off Third Party Listing
3. Additional Discount/Rebate

4.1.1 CORE LIST

Vendors shall Proposal on a minimum of 480 out of the 500 Core List items listed in ATTACHMENT A: COST PROPOSAL to submit a qualifying Proposal. Failure to provide pricing on the minimum number of items shall result in a Vendor being eliminated from further consideration.

4.1.2 PERCENTAGE DISCOUNT OFF THIRD PARTY LIST EVALUATION

Vendors shall propose a percentage discount off current Essendant or SP Richard's list price for each of the four (4) subcategories (Office Consumables, Office Equipment, Paper, and Toner) included in ATTACHMENT A: PRICING SUBMITTAL WORKSHEET. Failure to provide a percentage discount on each of the four (4) subcategories will result in a Vendor being eliminated from the RFP process.

The use of current United Stationers list price as a benchmark does not mean that Vendors must use United Stationers as their supplier. The use of a single wholesaler's list price is for the sole purpose of having a consistent reference point for pricing analysis and comparison across Vendors.

For each of the four (4) subcategories listed in ATTACHMENT A: COST PROPOSALS the State's estimated annual spend at the United Stationers list price has been provided. A Vendor's discount percentage off MSRP price for each subcategory will be multiplied by the State's estimated annual spend at the United Stationers list for each subcategory to generate a total extended net cost for each of the subcategories.

4.1.3 ADDITIONAL DISCOUNT OFFERS/REBATES

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 **$21 million** at any point during the life of the contract. The **$21 million** threshold corresponds to the estimated State Department and Community College contract spending over the term of the Contract. Orders from all entities utilizing this contract will count toward the $21 million contract volume discount threshold.

Rebates: This component of the Pricing Response is optional. Vendors are encouraged to consider a rebate to provide financial incentives/rebates, if possible, within the scope of this RFP, 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, etc… Additional discount offers shall be in addition to the discounts Vendor offers as a percentage discount off MSRP Price. Additional Discount Offers should be provided in **Attachment A: Pricing Submittal Workbook.**

If a rebate is offered, it will be based on Quarterly Reports. The vendor shall submit the rebate amount due by check with the Contract Number, Report Amount, and Report Period on either the check stub or other remittance materials. The payment shall be made by check as described herein.

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

Checks shall be mailed to:

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

All discounts in Vendor's Proposal 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. Vendor may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

The state reserves the right to accept or reject all or part of proposed Additional Discounts Offers or Rebates as part of the Vendor's Total Price Submittal Value. The state has sole discretion to not assign value to Vendor's proposed Additional Discount Offers or Rebates which the state cannot quantify or to give only partial value for Additional Discount Offers or Rebates.

4.2 SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS

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

4.3 MINIMUM ORDERS

The minimum order amount, which will qualify for prepaid FOB transportation, is $50.00 for a single order. Buyers also shall be required to use this contract for orders less than the minimum order amount. Orders less than $50.00 will be charged a $5.00 shipping fee. The transportation costs charged for orders below the minimum order amount shall be commensurate with or less than shipping charges of major small package shippers such as the US Postal Service. No surcharge or handling charge shall be added or assessed for such orders. Vendor must provide an estimated shipping amount to the Buyer upon request.

4.4 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all Proposals for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.5 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver **Free-On-Board (FOB) Destination** to any requested location within the State of North Carolina with all transportation costs and fees included in the total Proposal price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.6 DELIVERY

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

Vendor should complete delivery within two (2) consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from Charlotte, NC (city, state) within 2* consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria. *in the Q&A references to "calendar days" were edited to "business days"

4.7 ON-TIME DELIVERY RATE

The Vendor shall maintain an on-time shipment rate of at least 95% of orders being shipped within delivery terms. On-time shipment is defined as shipping all ordered items to the receiving point designated by the Buyer within the shipping time required in Section 4.6 DELIVERY. The on-time shipping rate is calculated using the following formula:

Shipment Timing	Percent On-Time Shipment Rate
Section 4.6 Calendar Days	**95%**

(Number of On-Time Order Shipments)/ (Total Number of Orders) x 100% = On-Time Shipment Rate
Note: On-Time Shipment Rate will be rounded to the nearest whole percent.

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

is not considered complete until all items have been shipped. Once all items have been shipped the order will be considered either "On-Time" or "Late". Vendor shall not cancel or require that the State cancel any partial order or item considered "back-ordered" due to shipment delay unless requested to do so by the State, nor engage in any process or activity with an effect of inflating the actual On-Time Shipment Rate without prior written authorization from the State.

4.8 AUTHORIZED RESELLER

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

4.9 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.

4.10 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.

4.11 WARRANTY

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

4.12 SAMPLES

Samples are not required prior to Proposal opening date; however, samples may be required at a later time. If so requested, Vendor agrees to furnish samples of items offered at no expense to the State within **seven (7)** consecutive calendar days after request is made by the State. Failure to comply with this requirement shall be a sufficient basis for rejection of the Proposal without further consideration.

Further, upon request, the awarded vendor shall provide samples within two (2) consecutive calendar days after the request is made by the Buying Entity.

4.13 DESCRIPTIVE LITERATURE/CERTIFICATION

Vendors shall submit with the Proposal a vendor link to all the products being offered.

4.14 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Contract Manager at the State's Division of Purchase and 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.

4.15 SUSTAINIBILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The proposal must describe how environmental requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of

products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging and recycling of spent products.

4.16 PRODUCT SAFETY LISTING

All manufactured items and/or fabricated assemblies subject to operation under pressure or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels, or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this RFP are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label.

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

4.17 REMANUFACTURED TONER

Remanufactured toner cartridges shall have a minimum shelf life of nine (9) months following receipt by the State. The cartridges shall produce copies of excellent quality during the entire warranty period and shall meet the specifications published by the OEM in the product literature for performance, quality, and mechanical integrity. Cartridges shall not leak or dust toner inside the printer. Cartridges shall not be remanufactured using the so-called "drill and fill" or "split-hopper" processes. The Vendor shall bear the costs associated with inspecting, cleaning, and repairing any printers damaged as a result of a defective cartridge. Vendor shall warrant that the use of the remanufactured cartridges will not void any manufacturer's warranty when used in equipment for which use is indicated in Vendor's catalogue. Any unsatisfactory or defective cartridge shall be fully refunded regardless of usage by the State. Cartridges shall be sealed in airtight, anti-static, poly foil, or Mylar bags. If the bag is not airtight when received the cartridge will be rejected and returned to the Vendor for replacement.

4.18 QUALITY ACCEPTANCE INSPECTION

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

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

4.19 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and key professional personnel to be assigned to this contract, citing experience with similar projects and the responsibilities to be assigned to each person.

4.20 REFERENCES

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

4.21 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 RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.22 NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERLY DISABLED PREFERENCE

As defined by G.S 143-48(1b), A "nonprofit work center for the blind and the severely disabled" means an agency:

a. Organized under the laws of the United States or this State, operated in the interest of the blind and the severely disabled, the net income of which agency does not inure in whole or in part to the benefit of any shareholder or other individual;

b. In compliance with any applicable health and safety standard prescribed by the United States Secretary of Labor; and

c. In the production of all commodities or provision of services, employs during the current fiscal year severely handicapped individuals for (i) a minimum of seventy-five percent (75%) of the hours of direct labor required for the production of commodities or provision of services, or (ii) in accordance with the percentage of direct labor required under the terms and conditions of Public Law 92-28 (41 U.S.C. § 46, et seq.) for the production of commodities or provision of services, whichever is less.

Pursuant to G.S. 143-129.5, the State invites and encourages participation in this procurement process by businesses who make efforts to partner with non-profit work centers for the blind and severely disabled to provide goods and services. This includes utilizing non-profit work centers for the blind and severely disabled as subcontractors to perform the functions required in this Solicitation. Vendor shall complete ATTACHMENT J: NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERLY DISABLED PREFERENCE.

4.23 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 a similar size and scope of office supplies and services offered. The State may contact these users to determine quality level of the goods and services offered as well as, but not limited to user satisfaction with Vendor performance. Information obtained will be considered in the evaluation of the Proposal.

4.24 VENDOR'S REPRESENTATIONS

If Vendor's Proposal 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.

4.25 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: 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.

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

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

5.0 SCOPE OF WORK

Office Supplies products provided to the State shall perform satisfactorily for the use designated herein and shall at least meet the criteria listed in this RFP. 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 RFP. Office Supplies products furnished by a Vendor shall include stationery, paper products, writing instruments, filing systems, printer cartridges, toners, and other general office supplies generally recognized within the Office Supplies industry as commercially acceptable products.

Vendor must provide a response to the following in its Proposal. Vendors should keep responses straightforward and to the point and should not include generic marketing materials. Vendor responses should not exceed 20 pages in length.

5.1 IMPLEMENTATION AND COMMUNICATION PLAN

The successful implementation and efficient management of office supplies are crucial for the smooth functioning of the contract. This plan outlines the steps and strategies to effectively implement and communicate the procurement, distribution, and usage of office supplies within your organization.

5.2 CUSTOMER SERVICES:

The vendors shall outline in the proposal key principles and strategies to deliver customer service in the context of office supplies. Information to include but not limited to:

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

5.2.1 GEOGRAPHIC COVERAGE

The vendor shall provide coverage for all 100 North Carolina Counties

5.2.2 RETURN POLICY

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

5.2.3 CATALOG SET UP

Vendor shall provide a punch out catalog of office supplies offered, including product descriptions, specifications, and pricing details.

5.3 DEVIATIONS

The nature of all deviations from the Specifications/Requirements 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/Requirements, and the successful Vendor shall be held responsible to supply conforming goods. Deviations must be explained in detail on an attached sheet, titled DEVIATIONS. However, no implication is made or intended by the State that any deviation will be acceptable.

5.4 SERVICE, TECHNOLOGY, AND DELIVERY

a. The Vendor must designate a dedicated account manager that will serve as a single source of accountability for this contract. Describe the role that the account manager will play in the management of the contract. Describe how the account manager will interact with the customer service representatives.

b. Describe the proposed procedures for allowing Buyers to receive contract pricing when an order is placed without using the online punch-out catalog. These procedures should cover orders being placed via phone, email, and in person (assuming the Vendor has one or more physical retail locations). The Vendor should describe, in these procedures, the information which must be provided by the Buyer to ensure contract pricing is received. Vendors should keep in mind that the described processes will be utilized by Other Eligible Entities, in addition to State Agencies and Community Colleges.

c. A major objective of the State is to encourage Buyers to purchase items from the Core List. Describe your proposed approach for encouraging Buyers to initially consider Core List items. Describe how Core List items will be highlighted in your punch-out catalog.

d. Describe the process and associated timeline for ramping-up to deliver the products and services associated with this RFP, including Vendor's implementation plan. Vendors should also note, and account for, some activities having specified timelines.

e. Describe the process for Buyers to return products.

f. It is preferred that in-stock items be received as quickly as possible and that back-ordered items be shipped when they become available, without further action required by the Buyer. Describe the process for notifying Buyers that an item is out of stock and placed backorder and describe how an item(s) being on back order will impact an order if other item(s) in the order are not out of stock and on back order.

g. Describe the processes that will be utilized for maintaining delivery when there is a potential for delay due to inclement weather or other circumstances out of Vendor's control that could impact delivery.

h. It is preferred that Vendors have physical retail locations to better serve the needs of Buyers. Describe your network of physical retail locations in North Carolina.

5.5 REPORTING

a. The State anticipates requesting and receiving both standard and ad-hoc reports for Business Review meetings, as well as impromptu, as needed, throughout the duration of the contract. Describe the type of information which can be provided to the State when requested. Describe additional information which can be made available to the State, that the Vendor believes could be useful for the State in order to ensure Vendor's adherence to the terms of this contract. Describe how other ad-hoc reports will be provided upon request. Provide information as it related to special educational or promotional sale prices during the contract term.

b. Provide samples or sample sections of reports which are expected to be similar to those that would be provided under this contract.

5.6 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to providing the deliverables outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

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 Manager: Contact for contract performance or compliance related questions or concerns.
Pamela Case-Gustafson

State Contract Administrator: Contact for required contract modification documentation.
Bahaa Jizi Phone Number:
Note: In the event the State's Contract Administrator or 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.

Vendor must notify the P&C Contract Administrator within five (5) Business Days if its Contract Manager, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes Shall be submitted electronically via e-mail to the Contract Manager.

Contract Manager Point of Contact	
Name:	Janet Blanford
Office Phone #:	800-532-0335
Mobile Phone #:	
Email:	janet.blanford@formsandsupply.com

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

Vendor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Vendor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

General Customer Service Point of Contact	
Name:	Beth Malpass
Office Phone #:	800-532-0335 ext 2252
Mobile Phone #:	
Email:	beth.malpass@formsandsupply.com
Customer Service Point of Contact (Emergency)	
Name:	Barbara Raeford
Office Phone #:	800-532-0335 ext 2332

Mobile Phone #:	
Email:	barbara.raeford@formsandsupply.com

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 INVOICES

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Authorized User with an invoice for each order. Invoices shall include detailed line-item information to allow Authorized User 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, Authorized User's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Order Quantity, Delivery Quantity, Price, Quantity, and Unit of Measure.

6.5 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the period the parties are attempting to resolve any dispute, each shall proceed diligently to perform its respective duties and responsibilities under the Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Contract or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 ELECTRONIC PRODUCT CATALOG

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

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

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

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

c) The Vendor shall meet the following requirements:

1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and

2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and

3. Include in the catalog detailed product line-item descriptions; and
4. Include in the catalog identifiers for specific types of products, to include NC HUB Certified (2nd Tier) products, Sustainable products, Contract products; and
5. Include in the catalog any additional content required by the State; and
6. Limit the punch out catalog content to the Vendor's statewide contract offering

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

6.7 QUARTERLY REPORTS

The Vendor shall be required to provide quarterly Sales Management Reports, in the format of an Excel spreadsheet, to the designated Contract Administrator. Additional Ad Hoc reports will be required as requested. The Quarterly Sales Management Report shall include, at a minimum:

1. Sales Report (total cost) by state entity, to include agencies, community colleges, universities, school systems, local government entities.
2. Sales Report (Detail) to include: Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

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

Each report shall be well organized and easy to read. Vendor shall submit these reports electronically using the **Vendor Quarterly Spend Data Report**. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. Vendor shall submit the Quarterly Management Reports by:

By October 15th: Q1 Quarterly Management Report for July – September

By January 15th: Q2 Quarterly Management Report for October – December

By April 15th: Q3 Quarterly Management Report for January – March

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

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

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

6.8 BUSINESS REVIEW MEETINGS

Business Review meetings shall be scheduled semi-annually with the Contract Manager and Contract Administrator, at minimum. Meetings shall be presented by the Vendor and be inclusive a documented report to include the following:

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