STATE OF NORTH CAROLINA DEPARTMENT OF ADMINISTRATION – DIVISION OF PURCHASE AND CONTRACT Statewide Term Contract	
Refer *ALL* inquiries regarding this RFP to the procurement lead. **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 2.5.**	**Request for Proposal #: DPC-1677864747-MT-R** **Proposals will be publicly opened: April 13, 2026 at 2:00 PM ET** **Microsoft Teams Meeting** Join the meeting now Meeting ID: 257 238 879 327 21 Passcode: tJ7Nm3NW **Dial in by phone** +1 984-204-1487,,333654207# United States, Raleigh Phone conference ID: 333 654 207#
For Statewide Use of All State Entities **STC #: 8014A**	**Commodity # and Description: 801416 - Sales and business promotion activities**

EXECUTION

In compliance with this Request for Proposal (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 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 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.

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 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 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 Proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: MORR Promotions, LLC dba Barefoot Swag powered by Proforma		
STREET ADDRESS: 35 Timber Park Dr.	P.O. BOX:	ZIP: 28711
CITY & STATE & ZIP: Black Mountain, NC 28711	TELEPHONE NUMBER: 828-357-8345	TOLL FREE TEL. NO: 866-247-4320
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: Rhonda Reedy, President & Co-Owner		
VENDOR'S AUTHORIZED SIGNATURE: Rhonda Reedy	**DATE:** 3/30/26	E-MAIL: rhonda@barefootswag.com

VALIDITY PERIOD

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

BID ACCEPTANCE

If your bid 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 on date of 6/24/2026 as indicated,

by PandC - Melinda Tomlinson.

(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's Division of Purchase & Contract, is seeking qualified Vendors to establish a Statewide Term Contract to furnish and deliver the State's requirements for Promotional Items throughout the State on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Institutions of Higher Education during the contract period.

The State seeks to launch the intended STC for the procurement of promotional items to include a wide range of products that can be customized with logos, slogans, or other branding to support the State's mission to engage the public, strengthen community outreach, and enhance recognition of State agencies, programs, and services. This initiative will serve a variety of functions, including but not limited to:

- ✓ Public awareness campaigns and events
- ✓ Employee recognition programs
- ✓ Community outreach and educational initiatives
- ✓ Promotional giveaways and marketing efforts

Product categories will include:

Category 1: Apparel (*e.g., T-shirts, polos, outerwear, hats, uniforms*)
Category 2: Bags & Totes (*e.g., tote bags, backpacks, duffels, drawstring bags*)
Category 3: Drinkware (*e.g., mugs, tumblers, bottles*)
Category 4: Writing Instruments (*e.g., pens, pencils, highlighters, markers, stylus pens, mechanical pencils*)
Category 5: Award & Recognition Gifts (*e.g., plaques, trophies, medals, crystal awards, framed certificates, lapel pins*)
Category 6: Other Promotional Merchandise (*any item suitable for imprinting with a logo or branding*)

This new STC will serve as a primary resource for State entities seeking reliable sources for high-quality, competitively priced promotional items and services. By centralizing procurement under a single contract, the State intends to improve efficiency and promote brand consistency for all State Entities.

To comply with the Governor's Office'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 such as products with recycled or biodegradable content, reduced packaging, and options for reusable or environmentally certified items (e.g., Forest Stewardship Council (FSC), Green Seal), per industry standards. See Section 4.18 Sustainability Efforts.

The intent of this Request for Proposal (hereinafter, "RFP") is to receive pricing from Vendors that will offer savings to the State and confirm, through Vendors' submission of proposals, its ability to meet the State's needs.

The contract resulting from this RFP is mandatory for State departments and most State Agencies, and by State institutions of higher education (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

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

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

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 suppliers or manufacturers to the contract, to provide wide coverage of promotional items. The awarded Vendor(s) will remain on the contract for the duration of the contract term unless terminated for convenience.

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 two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) 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.

1.2 ESTIMATED SPEND

As part of this new State Term Contract initiative, the estimated spend for the contract term is $6,085,000.00, based on historical promotional item expenditures across the state. 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. The State will be responsible only for items requested and received.

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 or issues regarding any component within this RFP, 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 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 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 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 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 non-responsive.

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	March 10, 2026
Submit Written Questions	Vendor	March 20, 2026 @ 12:00 PM ET
Provide Responses to Questions	State	March 27, 2026
Submit Proposals/Bid Opening	Vendor	April 13, 2026 @ 2:00 PM ET **Microsoft Teams Meeting** Join the meeting now Meeting ID: 257 238 879 327 21 Passcode: tJ7Nm3NW **Dial in by phone** +1 984-204-1487,,333654207# United States, Raleigh Phone conference ID: 333 654 207#
Intended Contract Award	State	TBD

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP 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 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 "**RFP # DPC-1677864747-MT-R– 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 submitted via email will not be addressed.

Questions or issues related to using the Sourcing Tool itself should 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 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.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late Proposals, 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 RFP 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 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.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

2.7 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 bid, in the State's sole discretion.

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

a) Vendors *may* submit a Cover Letter, that includes the following: (i) 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; (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 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's Proposal addressing all Specifications/SOW of this RFP to include the following sections:

Requirements (Section 4.0)

Sections 4.11 Authorized Manufacturer (Check Box and Attachment Response in Sourcing Tool)

Section 4.14 Vendor's Published Catalog(s) & Lists (Option to Link in Attachment A or Attachment Response in Sourcing Tool)

Section 4.16 Vendor Experience (Attachment Response in Sourcing Tool)

Section 4.18 Sustainability Efforts (Attachment Response in Sourcing Tool)

Section 4.25 Secretary of State (Check Box)

Section 4.27 GenAI Solutions or Services (Attachment Response in Sourcing Tool)

Proposal (Solution to Section 5.0) – Note, this should be one (1) document, tabbed with Section References

Section 5.4 Implementation Plan (Proposal Attachment Response in Sourcing Tool)

Section 5.5 Customer Service Plan (Check Box in 5.5.1a and Proposal Attachment Response in Sourcing Tool)

Section 5.6 Product and Catalog Offering (Check Box and Attachment Response in Sourcing Tool)

Section 5.8 Project Organization (Proposal Attachment Response in Sourcing Tool)

Section 5.9 Technical Approach (Proposal Attachment Response in Sourcing Tool)

Contract Administration (Section 6.0)

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

Section 6.2.3 Catalog Solution Option (Check Box)

f) Completed version of ATTACHMENT A: COST PROPOSAL 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 version of ATTACHMENT H: GEN AI OR AI QUESTIONS

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

2.8 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 advantages

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 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.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

ASTM: American Society for Testing and Materials

CPSC: Consumer Product Safety Commission

FDA: Federal Drug Administration

Price List/List Price: The price regularly offered to the public, not including limited time, one time only, or other promotional pricing. This may include the manufacturer's suggested retail price (MSRP) or public price list (PPL).

Product Category: A grouping of related promotional items that share common characteristics or intended use (e.g., Apparel, Drinkware, Writing Instruments, Technology, Awards & Recognition).

State Entity/Purchasing Entity: Any North Carolina state agency, department, institution, or other governmental unit authorized to procure goods and services under this STC in accordance with applicable laws and regulations.

Subcontractor: *For the purpose of this RFP*, a subcontractor is a third party that performs contractual services or functions on behalf of Vendor.

Partner Supplier: *For the purpose of this RFP*, a partner supplier is an entity that provides products or decoration services to the Vendor, where the Vendor maintains full responsibility for contract performance. Partner Suppliers do not require disclosure under RFP section 4.27.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All 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, including catalog coverage, pricing, service availability, and overall value at the discretion of the evaluation team.

While the intent of this RFP 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 product category, to not award one or more product categories 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.

EVALUATING COST PROPOSALS

ATTACHMENT A: COST PROPOSAL WORKBOOK includes a market basket of preselected items that represent commonly purchased promotional products identified through historical spend analysis. The market basket pricing will be used as a representative sample of catalog pricing as part of the best-value evaluation. Vendors shall complete the cost proposal workbook for these preselected items, per the instructions in ATTACHMENT A: COST PROPOSAL WORKBOOK and provide pricing that reflects their proposed contract pricing structure.

Each product category (i.e., *Apparel, Bags & Totes, Drinkware, Writing Instruments, Awards & Recognition, and Other*) includes ten (10) representative market basket items. If all participating Vendors do not have a comparable product that meets the item

specifications (i.e., size, packaging) or quantities differ substantially, the State may determine an equivalent "unit price" for evaluation purposes. The State reserves the right to remove items from the market basket as necessary to ensure a representative sample for cost evaluation.

There will be no guaranteed number of vendors; however, the state will limit the number of awards to maintain contract manageability and ensure efficient use for State Entities.

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 COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this RFP, 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 RFP or inquiries directed to the procurement lead named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

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 no 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 bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are 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.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal(s) 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 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 standard 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.

EVALUATION 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(s) made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

Evaluation Criteria	RFP Section	Method
Product & Catalog Offering	Section 5.6	Explanation of proposal strengths and weaknesses
Technical Approach	Section 5.9	
Project Organization	Section 5.8	
Vendor Experience	Section 4.16	
Customer Service Plan	Section 5.5	
Cost Proposal	Section 4.1/Att. A	
Sustainability Efforts	Section 4.18	PASS/FAIL
Implementation & Communication Plan	Section 5.4	PASS/FAIL

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 bid 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: COST PROPOSAL WORKBOOK and all other relevant terms and conditions of this RFP. Complete ATTACHMENT A: COST PROPOSAL WORKBOOK and upload it to 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 items listed in Attachment A are generic examples only and are not tied to specific products or brands. Vendors should propose pricing based on their standard, commercially reasonable offerings for each item category, ensuring consistent assumptions are applied throughout the pricing form. Detailed product features, decoration requirements, and sustainability attributes will not be assessed at the line-item level; these will be defined by the purchasing entity at the time of order, in accordance with the contract.

Vendors may source products from different manufacturers. The pricing for each line item in Attachment A should reflect the manufacturer's actual cost. Vendors must apply the same discount percentage uniformly to all items in a category, regardless of the manufacturer.

The Vendor shall demonstrate reasonableness of price by offering the Percentage Discount to North Carolina that is the same or better than what is provided in a current contract, to similarly situated governmental entities (i.e., other State contracts, GSA,

NASPO ValuePoint, Veterans 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 Additional Fees

Vendors shall disclose any additional fees that may apply in connection with the products and services offered under this contract. Examples of such fees may include, but are not limited to:

- ✓ Setup fees (screen printing, embroidery, imprint charges)
- ✓ Artwork/proof fees
- ✓ Rush order fees
- ✓ Shipping and handling fee structure
- ✓ Other vendor-specific charges

Vendors shall complete the appropriate tab within ATTACHMENT A: COST PROPOSAL WORKBOOK to identify applicable fees, indicate the associated unit of measure, and provide explanatory notes as needed.

This information is requested for informational purposes only. Additional fees will be reviewed for reasonableness and transparency, but will not be a part of the evaluation.

4.1.2 Newly Implemented 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: COST PROPOSAL 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/PPL 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 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 RFP, that will benefit the State. These additional incentives could include, but are not limited to, additional discounts based on total spend volumes, tiered pricing, rebates, additional discounts by manufacturers, 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: COST PROPOSAL 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 estimated spend 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 SPEND 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 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. 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: COST PROPOSAL WORKBOOK.

4.3 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.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina.

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

4.5 DELIVERY

Lead times, delivery dates, and shipping charges are to be clearly communicated to the Purchasing Entity before orders are placed. Standard shipping/delivery charges will be included in the price quoted to the Purchasing Entity. Shipping costs may be displayed as a separate line item during checkout within the punchout site, provided that the total cost (including shipping) is visible to the purchasing entity prior to order submission with no markup. In the event of an emergency or rush delivery as a result of a vendor error, the vendor shall pay for shipping and handling costs. Turnaround time is to be as soon as possible, and flexibility/priority must be allowed for the Purchasing Entity's needs.

Vendor should complete delivery within ten (10) business days after final proof approval; however, complex customization, high-volume orders, or documented supply chain constraints may necessitate extended lead times, as mutually agreed in writing with the State or Purchasing Entity.

For completion by Vendor: Deliveries will be made from Varies by vendor location (city, state) within 5-17 consecutive business days after final proof approval. Promptness of delivery may be used as a factor in the award criteria.

Note: If multiple shipment origination locations will be used, only the primary or most common location needs to be provided. Additional locations can be disclosed during order processing if applicable.

4.6 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 Purchasing Entity within the shipping time required in Section 4.5 DELIVERY. The on-time shipping rate is calculated using the following formula:

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

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

NOTE: An order will not be considered shipped until all items in the order have been delivered to the Purchasing Entity. 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.

4.7 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.

4.8 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.

4.9 OUT-OF-STOCK AND BACK-ORDERS

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

4.10 QUALITY ACCEPTANCE INSPECTION

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

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

4.11 AUTHORIZED MANUFACTURER/DISTRIBUTOR/RESELLER

A Vendor may submit a Proposal if it is a Manufacturer, Authorized Distributor, or Reseller of the proposed promotional items.

Vendor shall indicate its role in the supply chain by selecting an option below:

Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ **Manufacturer** ☐ **Reseller** ☑ **Distributor**

Authorized: ☑ **Yes** ☐ **No**

The Vendor shall be authorized by the manufacturer to distribute or resell the products offered in this RFP. Upon request by the State or Purchasing Entity, the Vendor shall provide a signed statement from the manufacturer confirming such authorization. Failure to provide this statement shall constitute sufficient grounds for rejection of the Vendor's offer, at the discretion of the State or Purchasing Entity.

4.12 WARRANTY

Manufacturer's standard warranty shall apply.

Vendor warrants that all items furnished under this RFP will be newly manufactured, of good material and workmanship. The warranty will apply from date items are put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

4.13 SAMPLES/DESCRIPTIVE LITERATURE

POST-AWARD SAMPLES

Samples shall be provided at no cost to the Purchasing Entity upon request, prior to making a purchase. These samples must represent the exact model of the item(s) being offered. Samples may be required to evaluate the suitability of the item(s) for their intended use. A written request for return of sample(s) shall be provided prior to the sample being delivered to the Purchasing Entity. If sample return is requested, the Purchasing Entity shall return the sample(s) within thirty (30) days of delivery. Otherwise, the samples shall become the State's property to be used or disposed of at the State's discretion. Each individual sample shall be labeled with the Vendor's Name, Contract Number, and Item Number.

POST-AWARD DESCRIPTIVE LITERATURE

Descriptive Literature, including specifications, certification, and all other pertinent information, shall be provided to the Purchasing Entity at no cost, upon request prior to purchase.

4.14 VENDOR'S PUBLISHED CATALOG & LISTS

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

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

1. Providing the most recent, active, and direct web link to a publicly accessible catalog displaying item-level pricing in ATTACHMENT A: COST PROPOSAL WORKBOOK in the designated field for each product category offered. A link providing login credentials may be provided, as long as such credentials are submitted with the proposal and allows the State to view and retain pricing data. The State will not request the necessary credentials from the vendor during evaluation; OR
2. Providing the completed price list as a Microsoft Excel file (free of passwords and macros) or PDF as an attachment with the corresponding categories 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 homepage or general marketing pages that do not clearly identify "published price list" information. Vendors are advised that literature, questionnaires, and other data submitted in response to a previous RFP or other inquiry will not suffice for the above requirement.** Submitted materials shall reflect current, active pricing as of the proposal due date and include item level pricing or a clearly defined pricing structure (e.g., tiered pricing). 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 Item Description
b. Manufacturer
c. Manufacturer or Vendor's List Price
d. UOM

e. Number of Items (pens, t-shirts, mugs, etc.) per UOM
f. Minimum Order Quantity
g. Customization/Branding Options
h. Pricing Tiers

4.15 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 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.

4.16 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 within the last five (5) years. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this contract, including citing experience with similar projects.

As part of the Vendor Experience, the Vendor's response shall specifically address the following:

1. Provide an example of your company's experience successfully supporting a large, multi-agency contract or comparable customer. Examples of successful contract support should include measurable outcomes such as performance benchmarks, client satisfaction ratings, or renewal history.

2. Describe your company's experience managing contracts that require strict adherence to branding guidelines or multiple unique logos across different entities.

4.17 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 Proposal.

4.18 SUSTAINABILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The Proposal must describe how Vendor will meet environmental requirements, including clear labeling of environmental and sustainability attributes (e.g., certifications, total and post-consumer recycled content) in product catalogs, the ability to run usage reports that capture such attributes, and processes for packaging and recycling of spent products.

4.19 RETURN POLICY

Vendor shall accept merchandise returns from Purchasing Entity for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to Purchasing Entity, whichever is requested, within thirty (30) business days on all returns of an ordered item or 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 is an item specially manufactured for a specific order due to the Purchasing Entity'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 Purchasing Entity's order.

4.20 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.

4.21 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.

4.22 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.

4.23 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

4.24 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 propose 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.

4.25 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 ☐

4.26 SUBCONTRACTORS

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 within their proposal, a Section Header for Subcontractor, with 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 ensure compliance with all the requirements and specifications of the contract.

Note: Vendors serving as distributors working with Partner Suppliers, as defined in Section 2.9, are not obligated to disclose the manufacturers or product suppliers utilized during the contract period.

4.27 GENAI SOLUTIONS OR SERVICES

1. Disclosure of GENAI Prior to Contract Award

The State seeks to realize the potential benefits of GenAI through the development and deployment of GenAI tools while balancing the risks of these new technologies. Each Vendor shall certify its utilization of AI or GenAI by completing and uploading to the sourcing tool ATTACHMENT H: GEN AI OR AI QUESTIONS. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. Failure to return this attachment shall constitute sufficient grounds for rejection of the Vendor's offer, at the discretion of the State.

a. Vendor must notify the State in writing if Vendor's Solution or Service includes, or makes available, any GenAI, including GenAI from third parties or subcontractors. Response shall be included within ATTACHMENT H.

b. For Vendors responding affirmatively to 1.a, describe the GenAI technology available in Vendor's Solution or Services using the GenAI questions located in ATTACHMENT H and include the responses with Vendor's proposal.
c. Failure to submit answers to the GenAI questions with Vendor's proposal will result in Vendor's offer being deemed non-responsive.
d. Upon receipt of Vendor's responses to the State's GenAI questions, the State reserves the right to incorporate GenAI Special Provisions into the final contract or to reject offers that present an unacceptable level of risk to the State.
e. Prior to contract award, the State may, in its sole discretion, require the Vendor to provide additional information for Vendor's GENAI technology related to privacy, security, and architecture.
f. Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

2. Use and Disclosure of GENAI During the Term of the Agreement

a. During the term of the Contract, Vendor must promptly notify the State in writing if Vendor's Services or any work under this the Contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors, submit Vendor's completed responses to the GenAI questions in ATTACHMENT H and provide the Vendor Standard Agreements, including license and maintenance and support agreements, applicable to the technology for the State's review.
b. Vendor shall not activate such GenAI technology without the State's written consent and approval. Changes to the Contract shall be governed by the North Carolina Department of Administration, Division of Purchase and Contract, Terms and Conditions.
c. The State may, in its sole discretion, require the Vendor to provide additional information for Vendor's GENAI technology related to privacy, security, and architecture.
d. Failure to disclose GenAI use to the State may be considered a breach of the Contract by the State at its sole discretion. The State may consider such failure to disclose GenAI or any failure to provide requested information related to privacy, security, or architecture as grounds for the immediate termination of the Contract. The State is entitled to seek any and all relief it may be entitled to as a result of Vendor's failure to disclose GENAI.
e. The State reserves the right to incorporate GenAI Special Provisions into the Contract at the State's sole discretion and/or terminate any Contract that presents an unacceptable level of risk to the State.

For Vendor solutions or Services with AI or GenAI features or tools, refer to ATTACHMENT H (*i.e., set of additional specifications*) for Vendor's response. **If Vendor's proposed solution does not utilize AI or GenAI features, please respond by confirming on ATTACHMENT H that it is "Not applicable for Vendor's Solution or Services".**

5.0 SCOPE OF WORK AND SPECIFICATIONS

5.1 GENERAL

The intent of this Statewide Term Contract is to provide a reliable, efficient, and consistent method for eligible entities to access a broad range of customizable promotional items that meet diverse branding, quality, and delivery requirements. Awarded Vendor(s) will be responsible for maintaining accurate and up-to-date product catalogs and pricing, processing and fulfilling orders in a timely manner, delivering items to locations across the state, and providing responsive customer service and issue resolution. The scope of work requires Vendors to leverage their existing systems and infrastructure to manage varying order sizes, support multiple concurrent State Entity requests, and accommodate customized branding needs without compromising quality or timeliness. This framework ensures consistent delivery of high-quality, branded promotional items throughout the life of the contract.

5.2 SPECIFICATIONS

The Vendor shall provide a wide range of new, unused, and in current production promotional items that are customizable with logos or messaging, free of defects, and compliant with all applicable industry standards in six (6) categories, including:

5.2.1 Apparel

The Vendor shall provide apparel suitable for branding and customization. At a minimum, the Vendor shall offer T-shirts, polos, sweatshirts, jackets, and hats in a variety of fabrics and colors. Apparel shall be available in a full range of sizes, including but not limited to:

a. Adult sizes: XS – 5XL (with tall options where available)
b. Women's sizes: XS – 4XL (including fitted or contoured styles where available)
c. Youth sizes: S – XL

The Vendor shall make extended sizes available upon request without unreasonable additional costs.

5.2.2 Bags and Totes

The Vendor shall provide a variety of bags designed for everyday use, as well as for functional and event purposes. At a minimum, the Vendor shall offer tote bags, drawstring bags, backpacks, duffel bags, and messenger bags. Bags and totes shall:

a. Be constructed from durable materials suitable for repeated use (e.g., canvas, polyester, nylon).
b. Offer options in a range of sizes (small event totes to large travel duffels).
c. Include eco-friendly/reusable options such as recycled or biodegradable materials.
d. Provide reinforced handles/straps capable of supporting everyday loads.

5.2.3 Drinkware

The Vendor shall provide reusable and durable drinkware suitable for branding and customization. At a minimum, the Vendor shall offer water bottles, tumblers, travel mugs, ceramic mugs, and glassware. Drinkware shall:

a. Comply with all applicable safety standards for food and beverages (e.g., BPA-free plastics, FDA-approved coatings).
b. Be available in multiple capacities (e.g., 12 oz, 16 oz, 20 oz, 32 oz).
c. Offer both hot and cold options (e.g., insulated tumblers, ceramic coffee mugs).
d. Provide reusable, eco-friendly alternatives (e.g., stainless steel, glass, recycled plastic).

5.2.4 Writing Instruments

The Vendor shall provide writing instruments that are capable of customizing logos or slogans. At a minimum, the Vendor shall offer ballpoint pens, gel pens, stylus pens, pencils, and highlighters. Writing instruments shall:

a. Be available in standard and premium options.
b. Include retractable, capped, and multifunction (e.g., stylus/pen combos) designs.
c. Provide smooth, consistent ink flow and legible imprinting.
d. Be available in assorted colors and ink options.

5.2.5 Award and Recognition Gifts

The Vendor shall provide products designed to recognize employee or stakeholder achievements, service, and milestones. At a minimum, the Vendor shall offer plaques, trophies, certificates, custom pins, and crystal awards. Award and recognition gifts shall:

a. Be customizable with logos, names, or inscriptions.
b. Offer a range of materials (e.g., wood, acrylic, glass, metal, crystal).
c. Include both formal awards (e.g., plaques, trophies) and informal recognition items (e.g., pins, certificates).
d. Be available in multiple sizes and formats to support varying levels of recognition.

5.2.6 Other Promotional Merchandise

The Vendor shall provide additional promotional items commonly used for events, campaigns, and public engagement. At a minimum, the Vendor shall offer keychains, lanyards, stress balls, calendars, and basic technology accessories (such as USB drives or phone stands). Miscellaneous items shall:

a. Be functional and suitable for daily use or event distribution.
b. Include a range of low-cost items (e.g., keychains, stress relievers) and higher-value giveaways (e.g., tech accessories).
c. Be constructed from durable materials appropriate for their intended use.
d. Provide eco-friendly alternatives when commercially available.

Vendors may only provide items in this category if they are offering items in at least two (2) other categories.

5.2.7 Additional Categories

The State reserves the right to request additional promotional item categories not expressly listed herein. The Vendor shall make commercially available promotional items accessible when requested, subject to the pricing and terms agreed upon.

5.2.8 General Quality and Compliance Requirements

Vendor shall ensure that all items required under this RFP meet the following minimum requirements:

- **Safety and Compliance:** All items shall comply with applicable U.S. safety and industry standards, including but not limited to CPSC, ASTM, and FDA regulations where applicable.
- **Branding Durability:** All imprinting, embroidery, or engraving shall be durable and able to withstand normal use without premature fading, peeling, or washing away.
- **Product Quality:** All items shall be constructed of materials suitable for their intended use, free from defects, and reasonably durable.
- **Accessibility and Inclusivity:** Where applicable (e.g., apparel), products shall be available in a variety of sizes, colors, and styles.
- **Sustainability:** Vendors are encouraged to provide eco-friendly or recycled-content alternatives when available.

5.3 SCOPE OF WORK

Vendor shall provide all necessary promotional items and related services for the entire contract term, including, but not limited to, ensuring product availability, customization, timely order processing, quality assurance, and delivery.

5.3.1 Tasks and Deliverables

A. Provide item availability and customization options through an up-to-date catalog consistent with the Vendor's punch-out site.

1. Maintain a process within the customer service plan, while providing a range of customization options, including screen printing, embroidery, and laser engraving.
2. Provide a product specification sheet to the Purchasing Entity for each item offered at the time of the quote. The specification sheet must include, at a minimum, the specific item(s), the available branding options, imprint areas, and color selections, where applicable.

B. Manage order processing and workflow, including order acknowledgment, processing, and tracking.

1. Acknowledge all orders within one (1) business day, confirming receipt, identifying any missing details, and providing the expected timeline for proof submission and production.

2. Provide an itemized pricing quote to the Purchasing Entity within two (2) business days of order submission for each order prior to production. Quotes shall include, at a minimum, unit cost, setup fees, customization charges, shipping, and any other applicable costs.
3. Process orders according to the following service tiers, unless otherwise proposed by the Vendor and accepted by the State:
    a. *Standard Orders:* Fulfilled and shipped within ten (10) business days of final proof approval.
    b. *Rush Orders:* Fulfilled and shipped within five (5) business days of final proof approval.
    c. Disclose any items that require extended fulfillment timelines beyond these tiers to the Purchasing Entity at the time of order placement. Any exceptions must be clearly identified in the Vendor's catalog and communicated to the Purchasing Entity.
4. Maintain a process within the customer service plan that allows Purchasing Entities to track the status of their orders from placement through final delivery (e.g., real-time order tracking, shipment tracking, notification of delay).
5. Vendors may charge a setup fee for each new imprint method or version of artwork. If a different product, imprint method, or modified artwork is requested, a setup fee may be charged again. However, setup fees shall not be charged for the exact reorders that do not require any new setup or reconfiguration. All setup fees shall be clearly disclosed at the time of quoting.
6. State entities will provide logo and branding files when placing their orders. Vendors must manage these files and embed the logos on their product.
7. Production shall not begin until the Purchasing Entity has approved the proof in writing.

C. Provide and maintain a mock-up and proof approval process for all customized items.

1. Deliver digital proof to the Purchasing Entity within two (2) business days of design submission.
2. Provide and manage a mock-up approval process that requires documented sign-off by Purchasing Entity.

D. Implement and maintain quality assurance protocols to ensure product quality and customization accuracy prior to shipment.

1. Implement and maintain quality inspection protocols for all products prior to shipment to ensure compliance with order specifications and State requirements. At a minimum, quality inspection protocols shall include:
    i. Verification of current item(s), customization details, and quantity.
    ii. Inspection of product defects, damage, or misprints.
    iii. Documentation of inspection results maintained by Vendor and made available to Purchasing Entity upon request.

E. Provide packing, shipping, and fulfillment services and documentation to all Purchasing Entities upon delivery.

1. Provide packing slips and shipment tracking information for each order, including Purchasing Entity name, purchase order or reference number, itemized product list, quantities, and customization details.
2. Accommodate consolidated or split shipments as requested by the Purchasing Entity.

5.3.2 Timelines & Flexibility

Vendors shall adhere to the baseline timelines outlined in Section 5.3.1 unless alternate timelines are proposed and approved by the State. Purchasing Entities may grant additional time during contract performance if mutually agreed with Purchasing Entity.

Proof Approval: Production shall not begin until the Purchasing Entity has provided documented sign-off.

Fulfillment Exceptions: Any extended fulfillment timelines must be disclosed at order placement, clearly flagged in the Vendor's catalog or ordering system, and approved by the Purchasing Entity.

5.4 IMPLEMENTATION AND COMMUNICATION PLAN

The successful implementation and efficient management of promotional items and applicable services are crucial for an effective and functioning contract. This plan outlines the steps and strategies to implement and communicate the procurement, distribution, and usage of services.

At a minimum, the Vendor's plan shall address the four (4) areas below. To support consistency and ease of review, Vendors shall submit their Implementation and Communication Plan in a clear and organized format. Acceptable formats include narrative responses, tables, timelines, or Gantt charts.

1. **Implementation Timeline**
    a. Provide a detailed schedule with key milestones for contract start-up, including catalog launch, order processing readiness, and system integration with the NC eProcurement System (if applicable), based on catalog type selection in Section 6.0.
    b. Identify expected timeframes for agency onboarding and training resources.
2. **Communication Strategy**
    a. Outline methods for communication with State Contract Administrator/Manager, State Entities, and other stakeholders.
3. **Training and Support**
    a. Describe training and onboarding resources for State Entities, including user guides, and customer service support.
4. **Performance and Feedback Mechanisms**
    a. Detail how the Vendor will measure implementation success, including service performance, order accuracy, and fulfillment timelines. The State reserves the right to request modifications to the Vendor's Implementation and Communication Plan to ensure alignment with State requirements and contract objectives.

5.5 CUSTOMER SERVICE PLAN

The Vendor shall outline in its proposal the structure and execution for delivering customer service in the context of providing promotional items. Vendor shall specifically address the following:

1. Describe your company's customer service structure, including the following details:
    a. Hours of availability
    b. Response times
    c. Problem-solving capabilities (including product knowledge/expertise, ensuring accuracy and efficiency)
    d. Escalation procedures for resolving issues
    e. Order tracking and status updates
2. Describe how your company will provide customer service coverage across the entire state (or offered regions), including support for rural areas, to ensure all State Entities receive timely and consistent assistance.

5.5.1 GEOGRAPHIC COVERAGE

The State seeks to ensure comprehensive access to promotional items for all eligible entities across North Carolina.

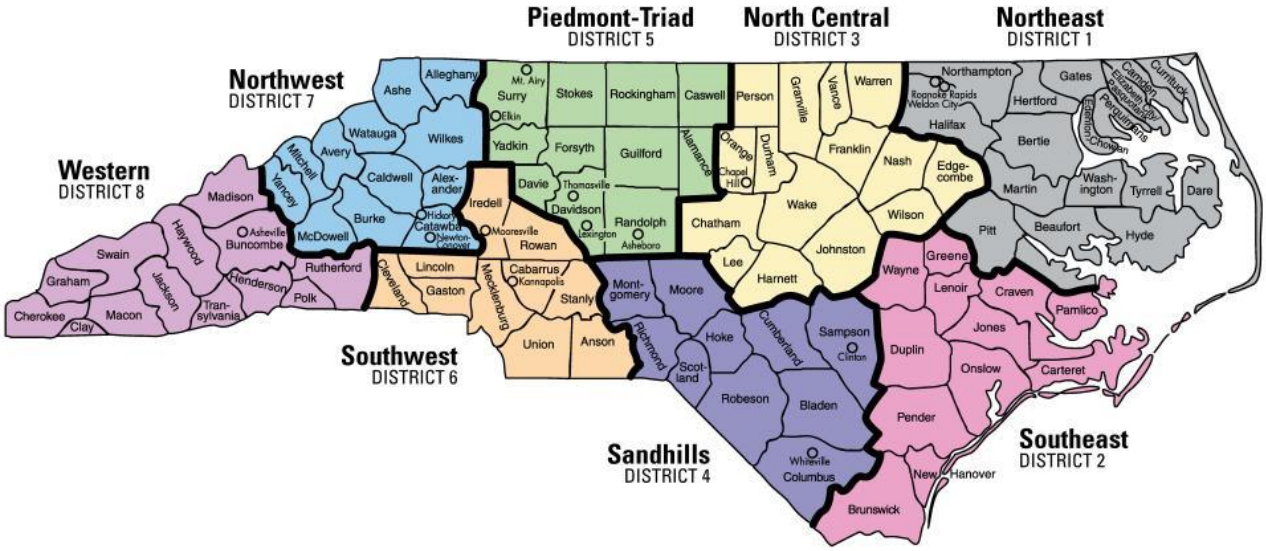

Figure 1: For the purposes of the RFP, the areas shown as 'Districts' on the map shall be referred to as 'Regions'.

Vendors may propose coverage on one (1) of the following bases:

A. Statewide Coverage

Vendor shall provide complete coverage for all 100 counties within North Carolina. Products, services, delivery, and customer support must be available throughout the entire state.

B. Regional Coverage

Vendor shall provide coverage for one (1) or more of the State's designated regions (see above Regional Map). Vendors proposing regional coverage must provide all products and full service to every county within the region(s). Vendor shall indicate which region(s) they are proposing to cover in Attachment A: Cost Proposal Workbook.

5.5.1a Vendor shall indicate their proposed geographic coverage by selecting one (1):

☑ **Statewide Coverage**

☐ **Regional Coverage**

The State reserves the right to make multiple awards, both statewide and regionally, within each product category in order to ensure comprehensive coverage, promote competition, and provide State Entities with vendor choice. State Entities shall utilize awarded Vendors based on their coverage area(s).

If multiple Vendors are awarded within the same coverage area (statewide or regionally), State Entities shall select the Vendor that provides the best value for the specific product needs, considering factors such as price, delivery timeframe, product availability, and service capabilities. State Entities are not required to rotate among Vendors but are expected to make selections that represent the best value to the State.

5.6 PRODUCT AND CATALOG OFFERING

Vendors shall provide a comprehensive overview of their current promotional product catalog and related capabilities. This overview must align with the vendor's punch-out catalog site and may be presented in narrative, outline, or graphical format.

Vendor's response shall clearly address the following components:

1. Describe the overall scope of your company's product offerings, including the range of product categories, decoration and customization capabilities available, such as screen printing, embroidery, laser engraving, and any other relevant methods. Additionally, explain how updates to the catalog or changes in product availability will be communicated to the State.
2. Outline the process for providing digital proofs and mock-ups, including timelines, revision policies, and approval procedures. Vendors may include instructions regarding quote requests, if applicable.
3. Indicate which of the following categories are included in your catalog by checking all that apply. Vendors may only offer items in Category 6 if they also offer products in at least two (2) other categories:

☑ **Category 1: Apparel**

☑ **Category 2: Bags & Totes**

☑ **Category 3: Drinkware**

☑ **Category 4: Writing Instruments**

☑ **Category 5: Award & Recognition Gifts**

☑ **Category 6: Other Promotional Merchandise**

5.7 OPTIONAL VALUE-ADDED SERVICES

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

5.8 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. The response shall include identification of the Account Manager as the primary point of contact, roles for order processing and escalation, and disclosure of any subcontractors or outsourcing arrangements with details on their responsibilities and oversight (see Section 4.27 SUBCONTRACTORS).

5.9 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form, the Vendor’s technical approach for accomplishing the tasks and deliverables in the Scope of Work. Vendor’s response shall demonstrate how the Vendor will ensure reliable and safe services in accordance with industry standards.

As part of the Technical Approach, Vendors shall specifically address the following:

1. Explain how your company will manage accounts for multiple State Entities with unique branding and logo requirements, ensuring efficiency and minimizing errors.
2. Describe your company’s approach to ensuring quality assurance, while maintaining timely delivery.

3. Outline your order intake process, including how orders are received, verified, and scheduled, average production lead times for standard and customized items, and associated costs (e.g., setup charges, repeat order fees, shipping, and other applicable fees) for categories offered.

6.0 CONTRACT ADMINISTRATION

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

State Contract Administrator: Melinda Tomlinson, Melinda.tomlinson@doa.nc.gov, 984-236-0238

State Contract Manager: Ian Fox-Castro, 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:	Rhonda Reedy
Office Phone #:	828-357-8345 x700
Mobile Phone #:	614-204-2769
E-mail:	Rhonda Reedy

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, including but not limited to responding to inquiries, assisting with order status and tracking, resolving issues, and ensuring consistent communication.

Customer Service Point of Contact	
Name:	Britni Levitt
Office Phone #:	503-281-6420 xt 701
Mobile Phone #:	276-620-1055
E-mail:	Britni@barefootswag.com

6.2 ELECTRONIC PRODUCT CATALOG

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

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

3. Ordering Instructions

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 emailing the populated template to eprocurementdata@its.nc.gov and copying the Contract Manager.

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. Adhere to the percentage discount off the price list even when using the punchout catalog solution or dynamic pricing feeds.
   3. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
   4. Include in the catalog detailed product line-item descriptions; and
   5. Include in the catalog, identifiers for specific types of products, to include NC HUB Certified (2nd Tier) products, Sustainable products, Contract products; and
   6. Include in the catalog any additional content required by the State; and
   7. 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.

6.2.3 Ordering Instructions Solution

The State will allow for 'Ordering Instructions' for custom-built or customized equipment purchases only. If selected for contract award, the State will work with awarded Vendors and the E-Procurement team to create catalogs that meet the requirements for ordering instructions depending on the complexity of the awarded contract and the number of items available.

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. Select all that apply.

- ☐ Line-Item Catalog
- ☑ Punch-Out Catalog
- ☐ Ordering Instructions

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
    a. Entity Breakdown
    b. FY Comparison
    c. Volume Discount
    d. Subcontractor spend
2. Product Cost Savings from list price
3. Product Accuracy Rate – Percent of items invoiced and shipped without post order correction
4. Complete Shipment Rate –
    a. Percent of orders filled in one (1) shipment
    b. Shipping fees charged
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. Purchasing Entity Feedback
10. Challenges/Resolutions
11. Improvement Ideas
12. Limited-time promotional discounts

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. 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 (e.g., *Apparel, Bags & Totes, Drinkware, Writing Instruments, Awards & Recognition, Other Promotional Merchandise*), Items Purchased (Manufacturer/Brand), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Discount Applied, Any additional delivery charges such as setup fees, run charges, specialty packaging or overnight delivery, Shipping/handling fees; Purchasing Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date.

***Quarterly* Sales Management Reports shall be uploaded via the electronic Vendor Portal (eVP).** Users can submit their report through eVP by following the instructions in the STC Quarterly Reporting job aid. Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the contract

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

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

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

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

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

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

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

6.6 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 Purchasing Entity.

Acceptance of work products shall be based on the following criteria:

1. Order Processing & Timeliness
2. Customization Accuracy
3. Quality Assurance
4. Customer Service Responsiveness

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 Purchasing Entity. The standard format for invoicing shall be Single Invoices, meaning that the Vendor shall provide the Purchasing Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Entity to verify that 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, Vendor Part Numbers, MSRP part numbers, Item Descriptions, Price, Quantity, and Unit of Measure, Carrier (Manufacturer/Decorator) Shipping Costs.

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 Contract 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 Contract Manager listed in this RFP or the Purchasing Entity 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 RFP 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 RFP.

6.11 PRICE ADJUSTMENTS

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

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

6.12 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

6.13 TAXES

No taxes shall be included in any bid prices.

6.14 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool. Additional Terms and Conditions are provided below.

7.0 Additional Terms and Conditions

7.1 TERMS AND CONDITIONS APPLICABLE TO ARTIFICIAL INTELLIGENCE ("AI")

The following terms ("**AI Terms**") are hereby added to and become part of the Agreement as Additional Terms. Capitalized terms not defined in these AI Terms have the meanings given in the Agreement.

1) **Definitions.** "AI Features" means large language models (LLMs) or other machine learning (ML) or artificial intelligence (AI) features of the Software or Service. AI Features may include or be in addition to AI Tools. "AI Tools" means any and all deep learning, machine learning, and other artificial intelligence technologies, including any and all
   a) algorithms, heuristics, models, and methodologies, whether in source code, object code, human readable form or other form,
   b) proprietary algorithms, software or other IT Systems that make use of or employ expert systems, natural language processing, computer vision, automated speech recognition, automated planning and scheduling, neural networks, statistical learning algorithms (like linear and logistic regression, support vector machines, random forests, k-means clustering), or reinforcement learning, and
   c) proprietary embodied artificial intelligence and related hardware or equipment.
2) **AI Prohibited Absent Authorization.** Except as expressly disclosed and described by Vendor and expressly approved in writing by the State, Vendor represents and warrants that it will not provide any Software or other Deliverables, or perform any Services that use or incorporate, in whole or in part, any AI Features or AI Tools (or depends in any way upon any AI Features or AI Tools), including without limitation, any collection or processing of any the State's Data using any AI Features or AI Tools.
3) **AI Warranties**. With respect to all AI Features or AI Tools (collectively "AI") described by the Vendor and approved for use by the State, Vendor warrants that:
   a) Vendor has accurately identified and fully described all AI for use by the State;
   b) The AI will
      (i) perform with a high degree of accuracy in accordance with the Specifications and
      (ii) not produce materially inaccurate results when used in accordance with the Documentation.
   c) Vendor will monitor the performance of the AI to ensure continued accuracy in accordance with the Specifications, including processes and policies for the regular assessment and validation of the AI's outputs.
   d) Vendor has obtained, and is in compliance with, all rights and licenses necessary to use all AI as described in Vendor's proposal;
   e) Vendor has complied with all the Laws and industry standards applicable to (i) Vendor's development and provision of all AI as described in Vendor's proposal and (ii) the State's use of all AI as described in the Vendor's proposal;
   f) Vendor specifically represents and warrants that Vendor has complied with all applicable data privacy laws, rules, and regulations, including but not limited to, the training of the AI algorithms and the data used in that training.
   g) Vendor will comply with all State policies and procedures relating to the use of AI;
   h) Vendor will notify Customer at least sixty (60) days prior to any material changes pertaining to the AI (in whole or in part);
   i) Vendor will cooperate and comply with the State's privacy, security, and proprietary rights questionnaires and assessments concerning all AI and all proposed changes thereto;
   j) Vendor will, upon the State's request, allow the State (or its agent) to audit or review all Software, Deliverables, or Services for usage of AI and will provide the State with all related necessary assistance;
   k) There have been no interruptions in use of Vendor's AI in the past six (6) months;
   l) Vendor (i) retains and maintains information in human-readable form that explains or could be used to explain the decisions made or facilitated by the AI, and (ii) maintains such information in a form that can readily be provided to the State upon request;
   m) Vendor maintains or adheres to industry standard policies and procedures relating to the ethical or responsible use of AI at and by Vendor, including policies, protocols and procedures for
      (i) developing and implementing AI in a way that promotes transparency, accountability and human interpretability;

(ii) identifying and mitigating bias in training data or in the algorithmic model used in AI Tools, including without limitation, implicit racial, gender, or ideological bias; and

(iii) management oversight and approval of employees' use or implementation of AI (collectively, "Vendor AI Policies");

n) there has been

(i) no actual or alleged non-compliance with any such Vendor AI Policies;

(ii) no actual or alleged failure of any AI to satisfy the requirements or guidelines specified in any such Vendor AI Policies;

(iii) no claim alleging that any training data used in the development, training, improvement or testing of any AI was falsified, biased, untrustworthy or manipulated in an unethical or unscientific way; and no report, finding or impact assessment by any employee, contractor, or third party that makes any such allegation; and

(iv) no request from any Governmental Authority concerning any Vendor AI.

4) Use of AI. The State may submit Data (including in the form of prompts or queries) to the AI ("Inputs") and receive outputs from the AI ("Outputs").

5) Training. Vendor may not use Inputs or Outputs to train or otherwise improve AI Features, except solely for the benefit of the State. Notwithstanding the foregoing, Vendor may use Inputs or Outputs to train or otherwise improve the AI Features, but only if (a) such Inputs and Outputs have been (i) de-identified so that they do not identify the State, its Users or any other person; (ii) aggregated with data across Vendor's other customers; and (b) such use is approved in advance by the State Chief Information Officer or the Using Agency. For these purposes (and without limiting other obligations with respect to the State's Data generally), such Data is provided by the State to the Vendor strictly "AS IS".

6) Intellectual Property:

a) **Inputs**. Except for Vendor's express rights in the Agreement, as between the parties, the State owns Inputs as the State's Data and retains all intellectual property and other rights in the Inputs.

b) **Outputs**. Outputs are deemed to be State Data, subject to these AI Terms.

7) Infringement by Outputs. With respect to infringement or misappropriation of third-party intellectual property rights by Outputs, should any Outputs become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor at its own expense, shall defend any action brought against the State. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following: i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and, ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

8) Special Restrictions on Use of AI Features. The State will not and will not permit anyone else to:

a) use the AI Features or any Output to infringe any third-party rights,

b) use the AI Features or any Output to develop, train or improve any AI or ML models (separate from authorized use of the Software or Services under this Agreement),

c) represent any Output as being approved or vetted by Vendor,

d) represent any Output as being an original work or a wholly human-generated work,

e) use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with laws applicable to the State, or

f) use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical.

9) Limitation of Liability Modifications. The Limitation of Vendor's Liability in Section 1 of the NCDIT Terms and Conditions shall not apply to claims for data privacy or intellectual property infringement arising from Vendor's AI.

10) Updates. Vendor's AI has a data cutoff date of N/A *[Fill in date].* The State has the right to receive updates to the dataset, notification of those updates, and delivery of those updates made generally available to Vendor's Customers receiving similar AI Services.

11) Confidentiality. Vendor will ensure that the Services and Software, provided via a third-party cloud ("Cloud Service Provider") and AI environment ("Cloud AI Service Environment"), shall maintain strict confidentiality and security of the State's Data. The State's Data will be securely retained within the specific, dedicated Cloud AI Service Environment allocated for the Vendor, and will not contribute to the training of the Vendor's or the Cloud Service Provider's AI models, nor be utilized by any third party outside of the State's express approval (in writing). Upon receipt of a notice from the State, Vendor will remove all State Data from the Cloud AI Service Environment. Vendor will ensure that the governing contractual terms (e g terms of service) issued by the Cloud Service Provider include provisions materially consistent with this provision and will identify the forgoing to the State. Vendor will allow Customer to first approve in writing a given Cloud Service Provider and its Cloud AI Service Environment, such approval not to be unreasonably withheld or delayed. If there is any conflict or ambiguity between this provision and the rest of the Agreement, this provision governs and controls

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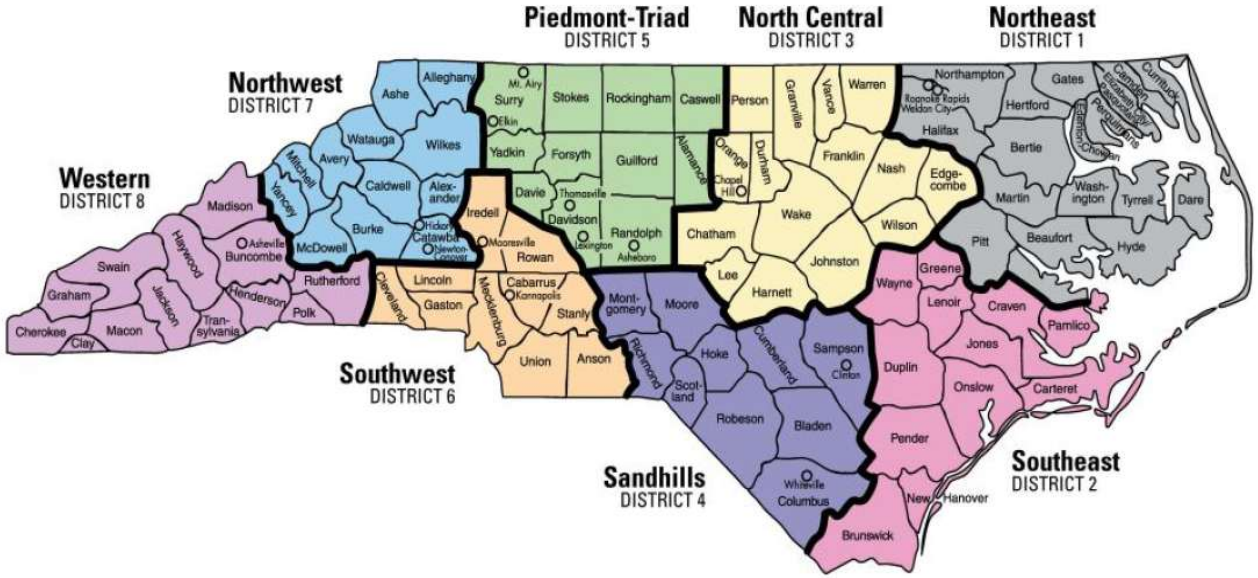
Vendors should only select regions if they are not offering statewide coverage. Vendors selecting a region(s) must provide full catalog coverage and all services for every county within that region.

Click here to return to Cost Proposal

Region List
Northeast
Southeast
North Central
Sandhills
Piedmont-Triad
Southwest
Northwest
Western



Note: For purposes of this RFP, the areas shown as 'Districts' on the map shall be referred to as 'Regions.'

Solicitation Addendum

Issuing Agency:	Division of Purchase and Contract
Solicitation Number:	DPC-1677864747-MT-R
Solicitation Description:	Promotional Items
Bid Opening Date & Time:	April 13, 2026 @ 2:00 PM
Addendum Number:	01
Addendum Date:	March 27, 2026
Procurement Lead:	Melinda Tomlinson

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

1. **The Solicitation is hereby modified as follows:**
   The previously posted RFP has been replaced in its entirety, to incorporate all modifications herein and must be the executed response returned to the State, uploaded in the response Section of the Sourcing Event. See Section 3.1 of the Sourcing Event to access the updated RFP and return. Return of the original RFP will deem your response non-responsive.

Modification #	Solicitation Section	Updated Solicitation Language
1.	4.14 Vendor's Published Catalog & Lists	As a result of this Contract, Vendors shall provide its entire catalog of products. By definition, a Vendor's catalog, as a result of this effort, is a Vendor's full line of products within the awarded scope that is consistent with what is offered on its punch-out catalog site. The State reserves the right to determine whether the Vendor's catalog sufficiently represents the full range of products within the proposed scope. Vendor's Catalog and Price List must be submitted with its Proposal by: 1. Providing the most recent, active, and direct web link to a publicly accessible catalog displaying item-level pricing in ATTACHMENT A: COST PROPOSAL WORKBOOK in the designated field for each product category offered. A link providing login credentials may be provided, as long as such credentials are submitted with the proposal and allows the State to view and retain pricing data. The State will not request the necessary credentials from the vendor during evaluation; OR 2. Providing the completed price list as a Microsoft Excel file (free of passwords and macros) or PDF as an attachment with the corresponding categories 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 homepage or general marketing pages that do not clearly identify "published price list" information. Vendors are advised that literature, questionnaires, and other data submitted in response to a previous RFP or other inquiry will not suffice for the above requirement.** Submitted materials shall reflect current,

Modification #	Solicitation Section	Updated Solicitation Language
		active pricing as of the proposal due date and include item level pricing or a clearly defined pricing structure (e.g., tiered pricing). 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 Item Description b. Manufacturer c. Manufacturer or Vendor's List Price d. UOM e. Number of Items (pens, t-shirts, mugs, etc.) per UOM f. Minimum Order Quantity g. Customization/Branding Options h. Pricing Tiers
2.	Attachment A: Cost Proposal Workbook	The previously posted Attachment A: Cost Proposal Workbook has been replaced in its entirety, to incorporate modifications. See Section 5.1 of the Sourcing Event to access the updated Att. and return.

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

Question	RFP Section	Vendor Question	State's Response
1.	Section 4.14 Vendor's Published Catalog & Lists	This section states that vendors should provide their entire catalog of products & a price list by a weblink. However, the second paragraph states that vendors shall not provide a link to their website in lieu of the published price list. Our website is our published price list for our entire catalog. With hundreds of thousands of products available from approximately 3,000 different suppliers, our website catalog price list is the only single price list source that can be updated by our suppliers in real time for pricing, inventory and availability. In this situation, is a link to our site acceptable as it shows item descriptions, MSRP, pricing tiers, imprint information, etc. for every product we offer? If not, how do you propose we provide you with a price list on such a large number of products? Based on the number of products and vendors we use, plus the varying levels of customization available for each product, producing a single price list of our entire catalog in PDF or Excel format isn't feasible.	See Modification Section, Modification #1.

Question	RFP Section	Vendor Question	State's Response
2.	Att. A Cost Proposal Workbook	Attachment A has a market basket of 60 items. Are those items considered to be representative of the offerings of the entire catalog, making the term "entire catalog" in this particular section refer to only the 60 market basket items?	No. The RFP specifies that the items listed in Attachment A are solely for cost evaluation and serve as a representative sample of frequently purchased promotional items. This market basket is not meant to replace or restrict the obligation of vendors to supply their full product catalog.
3.	Section 4.14 Vendor's Published Catalog & Lists	It is stated in bullet point 1 to provide a link to the catalog and price list for each category in Attachment A; however, there is a field on each product line for a link. Should each field have a link that corresponds with the line item, or should each field have the same link containing all 10 items in that category?	Vendors can use the same link for all items within a category (e.g., the same link for all Apparel items), or they can enter different links for each item within a category if the price lists for that category are separated by brand, supplier, etc.
4.	Solicitation Document	If we can provide a VRAR, even though it is not required in this RFP, should we include that in the Additional Attachments section and will it have any impact on the proposal?	No. VRARs are not required and should not be submitted with proposals.
5.	Section 6.2	References multiple electronic catalog solution options, including punchout and "ordering instructions." Can the State please clarify how "ordering instructions" is intended to function as a catalog solution within NC eProcurement?	"Ordering Instructions" is an alternative catalog format within NC eProcurement designed for custom-built or highly customized items that cannot be effectively displayed through standard line-item or punchout catalogs. This option enables the State and E-Procurement to create an instruction-based catalog entry that guides users on how to obtain quotes, provide customization details, and enter requisitions correctly within the scope of the contract.
6.		Please confirm that ordering instructions can be used as a standalone solution in lieu of a line item or punchout catalog integration?	Ordering Instructions should only be used when the Line-Item or Punch-Out Catalog requirements are unable to be met. Ordering Instructions serve as a supplementary resource and are not a substitute for catalog formats that can manage electronic item listings. If a vendor offers unlimited items at consistent list prices, a punchout catalog is preferred. If a vendor has up to 5,000 stable SKUs, then a line-item catalog is the better choice. Ordering Instructions should only be considered when neither of these options is practical.

Question	RFP Section	Vendor Question	State's Response
7.		Are there any examples of existing Statewide Term Contracts currently using ordering instructions for similar commodity types?	1. 193A-Drug Testing Products & Services 2. Recycling Services 3. 7811A-Passenger Vehicle and Box Truck Rental 4. 060C-Store Front Auto Parts 5. 958A-Small Package Delivery Services 6. 7215B-Equipment Maintenance Management 7. 961C-Translation & Interpretation Services 8. 5610A-Furniture
1.		For vendors proposing ordering instructions, are there any requirements to submit sample content, templates, or workflows as part of the RFP response, or will the structure and format of ordering instructions be developed post-award in coordination with the NC eProcurement team?	Vendors selecting 'Ordering Instructions' may propose their workflows in their proposal response using Section 5.9.3, including how Purchasing Entities will request quotes, submit customization details, and receive instructions for entering requisitions in NC eProcurement. However, the Vendor's line-item, punch-out, or ordering instructions catalog option must align with the NC eProcurement System.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Vendor Name:	Barefoot Swag
Authorized Signature:	Rhonda Reedy
Name & Title:	Rhonda Reedy, President & Co-Owner
Date:	3/30/2026