

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

<b>ALL inquiries and correspondence with vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Section 2.4.</b>	<b>Invitation for Bid #: DPC-1016238945-MT</b>
	<b>Bids will be publicly opened: June 3, 2024 @2:00 PM ET</b> <b>Microsoft Teams</b> <a href="#">Join the meeting now</a>
<b>For Statewide Use of All State Entities</b>	<b>Commodity # and Description: 411000 – Laboratory &amp; Scientific Equipment</b>
<b>STC #: 4110B</b>	

**EXECUTION**

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

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

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor’s organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**. These documents can be accessed from the Ariba Sourcing Tool.

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

COMPLETE/FORMAL NAME OF VENDOR: Krackeler Scientific, Inc		
STREET ADDRESS: 57 Broadway	P.O. BOX: 1849	ZIP: 12201-1849
CITY & STATE & ZIP: Albany, NY 12201	TELEPHONE NUMBER: 518-462-4281	TOLL FREE TEL. NO: 800-334-7725
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: Chris P Lee, North Carolina Sales Manager		FAX NUMBER: 518-432-6011
VENDOR’S AUTHORIZED SIGNATURE: <i>Chris Lee</i>	DATE: 5/28/24	E-MAIL: cpl@krackler.com

Bid Number: DPC-1016238945-MT

Vendor: Krackeler Scientific, Inc

**VALIDITY PERIOD**

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded on date of 7/30/2024 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**

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The Department of Administration (DOA) serves as the business manager for North Carolina State government and provides leadership to State government for the effective, efficient, economical, and equitable delivery of services to the public. The department also aids and services several advocacy programs that serve diverse segments of the State’s population that have traditionally been underserved. The Division of Purchase & Contract (P&C) is the strategic force to provide the State’s entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources to provide goods and services.

The State, through the Department of Administration (DOA) Division of Purchase & Contract (P&C), is seeking vendors to establish a Statewide Term Contract to furnish and deliver the State’s requirements for basic laboratory supplies and equipment throughout the State of North Carolina, on an “As Needed” basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period.

The term "basic laboratory supplies and equipment" refers to commonly used items in public entity settings, such as educational, research, and clinical facilities.

To comply with Governor Cooper’s Executive Order 80 (October 2018), North Carolina’s Commitment to Address Climate Change and Transition to a Clean Energy Economy, the contract resulting from this solicitation intends to provide sustainability features such as recyclable materials, biodegradable options, eco-friendly materials, etc. per industry standards. See section 4.19 Sustainability Efforts.

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

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

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

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

### **1.1 CONTRACT TERM**

The Contract shall have a term of five (5) 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 manufacturer(s) to the contract, to provide a wide coverage of laboratory supplies and equipment. The awarded Vendors will remain on the contract for the duration of the contract term unless terminated for convenience.

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

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

### **1.2 ESTIMATED SPEND**

Based on the historical usage of the STC, the estimated spending for the term of this contract is \$65,000,000.00.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

#### What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, or issues regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

## 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	May 10, 2024
Hold Urged & Cautioned Pre-Bid Conference	State	May 16, 2024 @ 1:00 PM ET
Submit Written Questions	Vendor	May 20, 2024 @ 12:00 PM ET
Provide Responses to Questions	State	May 24, 2024
Submit Bids	Vendor	June 3, 2024 @ 2:00 PM ET <b>Microsoft Teams</b> <a href="#">Join the meeting now</a> Meeting ID: 286 640 002 041 Passcode: D7cuYj <b>Dial-in by phone</b> +1 984-204-1487,,590232188# Phone conference ID: 590 232 188#
Intended Contract Award	State	TBD

## 2.5 URGED & CAUTIONED PRE-BID CONFERENCE

Date: May 16, 2024  
 Time: 1:00 PM EST  
 Virtual: **Microsoft Teams**  
[Join the meeting now](#)  
 Meeting ID: 286 954 942 961  
 Passcode: R6E4Nc

Dial-in by phone +1 984-204-1487,,3592117#  
 Phone conference ID: 359 211 7#

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

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

## 2.6 BID QUESTIONS

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “IFB # DPC-1016238945-MT – Questions” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question

or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

## 2.7 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>.

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

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

## 2.8 BID CONTENTS

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

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

- a) Cover Letter, must include the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.  
*Note: Vendors may provide a signed Cover Letter or Title Page.*
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.

- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor Response (*Sections 4.13 Authorized Reseller, 4.16 Vendor's Published Catalog & Lists, 4.19 Sustainability Efforts, 4.25 Secretary of State Registration, 6.1 Contract Manager and Customer Service*)
- f) Completed version of ATTACHMENT A: PRICING WORKBOOK
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## 2.9 ALTERNATE BIDS

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

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

*List Price: the price regularly offered to the public, not including limited time, one-time only, or other promotional pricing.*

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) to provide the estimated requirements as to the breadth of laboratory supplies and equipment offered, highest percentage discount offered off of the applied Price List, quantity, quality, delivery, service, and/or geographical coverage based on the calculated bid, as explained below.

#### **AWARD TO MULTIPLE OFFERORS:**

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

#### **CALCULATING THE LOW BID**

Attachment A: Pricing Workbook includes a market basket of preselected items that have been identified and included due to the volume purchased based on historical spend data of the previous Statewide Term Contract (493A). Vendors must complete the pricing worksheet for these pre-selected items, per the directions in Attachment A: Pricing Workbook, providing the same proposed cost included in the full catalog pricing. Vendors shall provide a full catalog with proposed contract pricing for a minimum of 328 (90%) Basic Laboratory Supplies and Equipment items on the defined market basket. Pricing shall include a minimum percentage discount off the list price for all items available under the awarded contract.

Prior to the bid opening date, the State will select approximately one hundred (100) individual items from the price worksheet using the Microsoft Excel randomizing function. These randomly selected items will be the blind market basket that will be used to evaluate each Vendor's market basket offerings. The State may elect to eliminate products from the blind market basket if not all participating Vendors have a product that meets the specifications for that market basket item. The State may eliminate items to ensure that the blind market basket has a minimum of fifty (50) items for its evaluation. If packaging size/quantities differ, the State may identify an equivalent "unit price" for evaluation purposes. The total cost for the blind market basket will be determined by adding all evaluated blind market basket items. The State reserves the right to add items to the market basket during the cost evaluation if necessary to meet the minimum of fifty (50) items.

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

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's bid, 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 bids, 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 bid may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to bid submission) or the status of the award (after submission) are excepted from this provision.

### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The State will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request

presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices of bid cannot be altered or modified as part of a clarification.

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

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

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

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

## 4.0 REQUIREMENTS

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

### 4.1 PRICING

Bid price shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Assembly and set-up at the State's location shall be shown as an additional line price for each applicable item. Complete ATTACHMENT A: PRICING WORKBOOK and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A: PRICING WORKBOOK, or resulting from any negotiations, is incorporated herein and shall become part of any resulting contract.

## **4.2 PRODUCT IDENTIFICATION**

### **SUITABILITY FOR INTENDED USE**

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

## **4.3 TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to all 100 North Carolina Counties with all transportation costs and fees included in the total bid price.

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

## **4.4 DELIVERY AND INSTALLATION**

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

The Vendor should complete delivery of routine consumables within two (2) business days from the placement of order or within two (2) business days after receipt of purchase order, whichever is sooner. For an order to qualify for two (2) business days, the order must be placed during normal business hours before 1:00 PM. For example, an order placed on Monday through Friday from 8:00 AM to 1:00 PM will qualify for delivery within two (2) business days. An order placed on Monday through Friday after 1:00 PM will qualify for delivery within three (3) business days. Saturdays, Sundays and official State holidays shall not be considered as a business day. All shipments shall be delivered to the location specified by the Buying Entity. The specified location may include but is not limited to a loading dock, a specific room (inside delivery when possible), or an area within a building.

The Vendor should complete delivery of equipment and non-routine order consumables within seven (7) business days from the placement of order or within seven (7) business days after receipt of purchase order, whichever is sooner. For an order to qualify for seven (7) business days, the order must be placed during normal business hours before 1:00PM. For example, an order placed on Monday through Friday from 8:00AM to 1:00PM, will qualify for delivery within seven (7) business days. An order placed on Monday through Friday after 1:00PM will qualify for delivery within eight (8) business days. Saturdays, Sundays and official State holidays shall not be considered as a business day. All deliveries shall be delivered to the location specified by the Buying Entity. The specified location may include but is not limited to a loading dock, a specific room (inside delivery when possible) or area within a building.

Delivery shall not be considered to have occurred until installation has been completed, where applicable.

## **4.5 EQUIPMENT INSTALLATION**

All items called for in this IFB, if requested by the Agency, shall be furnished, off-loaded, delivered to the room site, completely installed (and/or setup), training (if required), and left ready for use. In addition, the Vendor shall instruct personnel in the use of equipment in complete compliance with all local codes, published standards and the requirements of this IFB. Any item not specifically requested, but necessary for a complete installation, shall be included. The Vendor shall assume complete responsibility for proper fit of the equipment.

- A. Vendor is cautioned that any excessive installation, repair, labor, or travel charges submitted to the State during the term of this contract may cause the Vendor to be held in default or to be removed from contract.
- B. The State reserves the right to obtain pricing on any used equipment and to use it as a trade-in to obtain additional discounts from the Vendor.
- C. Permits: The Vendor shall supply, at no cost to the State, all necessary permits and / or approvals for Federal, State or Local Government codes and requirements.
- D. Upon completion of the installation and setup, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready for use.
- E. Installation of equipment requiring custom or complex fitting or assembly efforts may be billed under the following conditions:

1. The installation charge amounts have been mutually agreed upon between the vendor and the buying entity in advance.
  2. The buying entity is provided an option to affirmatively accept or decline installation services at the time of ordering.
  3. Any approved charge is listed as a separate line item on the purchase order and invoice.
  4. The buying entity may accept and approve charges for installing such equipment at its sole discretion. The vendor shall repair any damages to the equipment or to other state property during the installation at its sole expense.
- F. General set-up activities needed to make equipment ready for use shall not be considered installation and shall be included in the contract price.

**4.6 ON-TIME DELIVERY RATE**

**A. Routine Consumables**

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 Buying Entity within the shipping time required in Section 4.4 DELIVERY & INSTALLATION. The on-time shipping rate is calculated using the following formula:

Shipment Timing	Percent On-Time Shipment Rate
<b>Section 4.4</b>	<b>95%</b>

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

Note: On-Time Shipment Rate will be rounded to the nearest whole percent.

NOTE: An order will not be considered shipped until all items in the order have been shipped to the State. This includes all shipments required to complete a given order. Therefore, the “Total Number of Orders” is equal to the total number of orders received, subtracting any orders that are cancelled by the State prior to shipment. If the Vendor makes multiple shipments to fill a single order, the shipment is not considered complete until all items have been shipped. Once all items have been shipped the order will be considered either “On-Time” or “Late”. Vendor shall not cancel or require that the State cancel any partial order or item considered “back-ordered” due to shipment delay unless requested to do so by the State, nor engage in any process or activity with an effect of inflating the actual On-Time Shipment Rate without prior written authorization from the State.

**B. Equipment and Non-Routine Order Consumables**

The Vendor shall maintain an on-time delivery rate of at least 95% of orders being delivered within seven (7) business days for non-routine consumables and non-Core List items. On-time delivery is defined as delivering all ordered items to the receiving point designated by the Buying Entity within the delivery time required in Section 4.4 DELIVERY & INSTALLATION. The on-time delivery rate is calculated using the following formula:

Delivery Timing	Percent On-Time Delivery Rate
<b>Section 4.4</b>	<b>95%</b>

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

Note: On-Time Delivery Rate will be rounded to the nearest whole percent.

NOTE: An order will not be considered delivered until all items in the order have been delivered to the State. This includes all items 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 delivery. If the Vendor makes multiple deliveries to fill a single order, the delivery is not considered complete until all items have been delivered. Once all items have been delivered 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 delivery 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 Delivery Rate without prior written authorization from the State.

On-Time Shipment Rate of consumables and Delivery Rate of non-routine consumables will be calculated and reported to the State by the Vendor quarterly as part of the Quarterly Management Report. Vendors are required to submit the report and associated on-time shipment rate and Delivery Rate of non-routine consumables by the end of the month following the end of the quarter. If the contract start date does not align with the start of a quarter, on-time shipment and Delivery Rate of non-routine consumables will be calculated on all orders made from the contract start date to the end of the initial quarter. Each order will be accounted for in the quarter during which it was shipped or delivered or should have been shipped or delivered based on the requirements.

Repeated failure of the Vendor to meet the on-time shipment or delivery rate may be cause for default of the Contract at the State's option. The State may choose to terminate the Contract due to repeated failure or to provide Vendor with a "Cure Notice" describing the reason for the notice and the actions Vendor will need to take to cure.

For the purposes of this IFB:

Routine Consumables are defined as products that are intended to be used, discarded, and replaced (i.e., disposable).

Non-routine consumables are defined as products that are not replaced routinely and have an unpredictable life expectancy that is typically replaced or repaired due to failures or deteriorating performance.

**On-time delivery rate data shall be provided within with vendor's quarterly reports (see section 6.5).**

#### **4.7 EQUIPMENT DEMONSTRATION**

Vendor must be capable of demonstrating proposed equipment within seven (7) business days following request at no additional cost to the State. If required, this will be a comprehensive demonstration at a site designated by the buying entity, with hands-on participation by agency operator(s) if necessary.

An operator manual shall be provided to the Agency by request indicating format type. Format types are available either in hard copy, electronic, or online access.

#### **4.8 MINIMUM ORDERS**

The minimum order amount, which will qualify for prepaid FOB transportation, is **\$50.00 for a single order**. Buying Entities also shall be required to use this contract for orders less than the minimum order amount. However, in such cases the order may be shipped prepaid and actual transportation charges may be added to the invoice as a separate line item. The transportation costs charged for orders below the minimum order amount shall be commensurate with or less than shipping charges of major small package shippers such as the US Postal Service. No surcharge or handling charge shall be added or assessed for such orders. Vendor must provide an estimated shipping amount to the Buying Entity upon request.

#### **4.9 DEFECTIVE PRODUCTS**

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

#### **4.10 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.

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

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

**4.12 QUALITY ACCEPTANCE INSPECTION**

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

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

**4.13 AUTHORIZED RESELLER**

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

Vendor is the:       Manufacturer       Dealer       Reseller       Distributor

Authorized:  Yes    No

**4.14 WARRANTY**

**A. Supplies**

For every item sold to the State by the Vendor, the manufacturer’s standard warranty shall apply. In addition, the Vendor shall guarantee:

1. Items offered to be free from any and all defects in material, packaging, and workmanship.
2. Replacement of defective items promptly at no charge to the Buying Entity
3. Items shall do what the Vendor said it would do.
4. Items shall live up to all specific claims that the manufacturer makes in their advertisements.
5. Items shall be suitable for the ordinary purposes for which such item is used.
6. Items shall be suitable for any special purposes that the Buying Entity has relied on the Vendor’s expertise or judgment to consider when advising the Buying Entity about the product.
7. The item has been properly designed and manufactured.

**B. Equipment**

The Equipment Warranty applies in addition to the GENERAL WARRANTY as listed above.

The Vendor guarantees that the components or deliverables provided by them will operate without substantial interruptions or errors, both individually and as a system where specified. Additionally, these components or deliverables are guaranteed against faulty material and workmanship for any warranty period provided by the manufacturer.

Defects in the materials or workmanship of components or deliverables specified and furnished by or through the Vendor shall be repaired or replaced by the Vendor at no cost or expense to the Buying Entity. Vendor shall extend the warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Vendors, its agents, officers, subcontractors, distributors, resellers or employees (“extended warranty”).

The report of a problem does not presuppose that every call must result in an “on-site” visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider.

## 4.15 DEMONSTRATION/DESCRIPTIVE LITERATURE

### POST-AWARD DEMONSTRATION

Demonstrations shall be provided to the Buying Entity upon request prior to purchase. Demonstrations of items offered shall be of the exact model of items offered in order to assess suitability of the offered item for the intended use. Such demonstration shall be performed at the Buying Entity's facility by Vendor or its authorized representative before final purchase, upon request by and without charge to the Buying Entity.

### POST-AWARD DESCRIPTIVE LITERATURE

Additional descriptive literature, including specifications, certifications, and all other pertinent data, shall be provided to the Buying Entity upon request prior to purchase.

## 4.16 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 deems the right to determine the completeness of the coverage of a Vendor's catalog. **The Vendor's catalog must be submitted with its bid by providing an active and working URL link on ATTACHMENT A: PRICING WORKBOOK.** It is up to the Vendor to ensure the link provided is both active and functional. If the State is unable to access the vendor's published catalog using the provided URL link, this shall be sufficient basis for rejection of the bid.

Altered or unpublished price lists/literature may subject your bid to rejection. The Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB, or other inquiry will not suffice for the above requirement. Failure to include such information shall be a sufficient basis for rejection of the Vendor's bid. The Vendor shall, where applicable, provide the following information, at a minimum, on the proposed products:

- a. Detailed Manufacturer's Item Description
- b. Manufacturer
- c. Manufacturer Product #
- d. Manufacturer List Price
- e. UOM
- f. Number of Items (bandages, syringes, vials, etc.) per UOM

## 4.17 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Businesses program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

## 4.18 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 same laboratory supplies and equipment being offered. The State *may* contact these users to determine the quality level of the offered equipment, as well as, but not limited to, user satisfaction with Vendor performance. Information obtained *may* be considered in the evaluation of the bid.

## 4.19 SUSTAINABILITY EFFORTS

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

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

#### **4.20 RETURN POLICY**

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

Vendor may charge a restocking fee for undamaged, conforming goods outside the thirty (30) business day period and for returns of custom-made items. A custom-made item that must be specially manufactured for a specific order due to the Buying 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 Buying Entity's order.

#### **4.21 VENDOR'S REPRESENTATIONS**

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

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

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

#### 4.25 SECRETARY OF STATE REGISTRATION

Prior to the issuance of any award, the awarded vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation will result in the disqualification of the vendor(s) bid from further consideration for the award.

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

**Vendors presently registered with the NC Secretary of State must include a copy of their certificate of authority with the bid submission under Section 6.16 in the Ariba Sourcing Tool.**

## 5.0 SPECIFICATIONS

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### 5.1 SPECIFICATIONS

The item description and specifications listed in Attachment A – Pricing Workbook are drawn around products which the State has evaluated and determined are necessary. Vendors are requested to offer only comparable laboratory supplies and equipment which will provide the features and performance needed and implied. Laboratory supplies and equipment provided to the State shall perform satisfactorily for the use designated herein. Laboratory supplies and equipment furnished by a Vendor shall be new, without refurbished or previously used components, manufactured with first-quality materials and workmanship, and generally recognized within the Health Services industry as commercially acceptable products. The State reserves the right to determine this recognition and the acceptability of the products that are proposed to be furnished under any and all awarded Contract(s) as a result of this IFB.

The State intends to offer a wide range of laboratory supplies and equipment, including but not limited to:

- Chemicals and reagents
- Glassware and plasticware
- Laboratory instruments and apparatus
- Safety equipment and supplies
- Consumables such as gloves, filters, and pipette tips
- Calibration and maintenance services for equipment

### 5.2 EQUIPMENT SERVICE REQUIREMENTS

All Lab Equipment Maintenance shall be properly serviced and in proper operating condition, with all mechanical and appearance defects corrected, when delivered to, or designated as ready for pick-up by, the Authorized Entity. Vendor shall perform final checks and service, in addition to any prior factory servicing, on each piece of equipment ordered, as follows:

1. Have the OEM's recommended pre-delivery service completed.
2. Be free from all Dealer signs/emblems, and the removal of all unnecessary tags, stickers, paper, etc.
3. Careful check to ensure proper operation of all mechanical and electrical features.
4. Careful check to ensure absence of appearance defects.
5. Include a copy of the OEM warranty and service policy with all warranty vouchers, certificates, and coupons. Delayed warranty forms are to be provided with the required Lab Equipment Maintenance paperwork.
6. Have each component identified with an identification tag that provides the OEM's name, Model, and individual serial number if applicable.

### 5.3 OPTIONAL VALUE-ADDED SERVICES

Vendors may provide Value-Added Services along with description and pricing offered on the ATTACHMENT A: PRICING 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.

### 5.4 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, 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; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; 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.

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.

By signing this IFB, vendor agrees to adhere to the following:

- a. The complete product(s) offered herein comply with the above requirements.
- b. Vendor shall ensure (prior to shipping) that all items offered and ordered shall meet all state and federal requirements including OSHA.
- c. All certification and safety labels shall be affixed to the exterior of equipment.
- d. Any cost associated with certification is to be included in the item pricing.

## 6.0 CONTRACT ADMINISTRATION

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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](mailto:Melinda.tomlinson@doa.nc.gov))

**State Contract Manager:** Austin Kiziah ([Austin.kiziah@doa.nc.gov](mailto:Austin.kiziah@doa.nc.gov))

Note: In the event the State's Contract Administrator or Contract Manager changes, notification will be sent to the Vendor's Contract Manager and the Contract Synopsis on the DOA P&C website will be updated.

**6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

The Vendor shall be required to designate and make available to the State a Contract Manager. The Contract Manager shall be the State’s point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	Chris P Lee
Office Phone #:	919-614-6676
Mobile Phone #:	919-614-6676
E-mail:	cpl@krackeler.com

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

Customer Service Point of Contact	
Name:	Shannon Anuszewski
Office Phone #:	518-462-4281 x 105
Mobile Phone #:	518-598-7809
E-mail:	sla@krackeler.com

**6.2 ELECTRONIC PRODUCT CATALOG**

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

1. Line-Item Catalog –
  - a. Limited to no more than 4,000-5,000 available products.
2. Punch-Out Catalog –
  - a. Must be more than 5,000 (unlimited).

**6.2.1 Line-Item Catalog Solution**

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

- a. Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Manager via e-mail at [eprourementdata@its.nc.gov](mailto:eprourementdata@its.nc.gov).
- b. The State will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State may determine when the electronic catalog and any subsequent revisions “go live”.
- c. The Vendor shall submit an updated electronic catalog from time to time or as requested by the State to maintain the most up-to-date version of its product/service offering under the statewide contract.
- d. The Vendor shall meet the following requirements:
  1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and

2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
  3. Include in the catalog detailed product line-item descriptions; and
  4. Include in the catalog identifiers for specific types of products, to include NC HUB Certified (2<sup>nd</sup> Tier) products, Sustainable products, Contract products; and
  5. Include in the catalog any additional content required by the State; and
  6. Limit the line-item catalog content to the Vendor's statewide contract offering.
- e. The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

### **6.2.2 Punchout Catalog Solution**

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

- a. Vendor shall deliver a punch-out catalog which must be approved and available for use within thirty (30) calendar days of notice of award. Vendor shall limit the punch-out catalog content to the Vendor's statewide contract offering. By providing a punch-out catalog, Vendor shall provide its own catalog (the "online catalog"), which must be capable of communication between the E-Procurement System and a supplier's ERP system via Commerce Extensible Markup Language (cXML) 1.0 or 1.1 standards.
- b. Vendor shall ensure its online catalog marketplace is up-to-date or as requested by the State; updating the offered products/services and pricing listed on its online catalog.
- c. Vendor shall deliver a punch-out catalog that contains only items that are in the scope of the awarded contract. The Vendor shall have the capability to block from the punch-out catalog those items as designated by the State or Supplier Manager. "Blocking" is defined as the electronic removal of product information and prices from the punch-out catalog solution. For each item included, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, and contract price.
- d. The Vendor shall meet the following requirements:
  1. Vendor shall include in the catalog the most current pricing, inclusive of all applicable administrative fees and or discounts, as well as the most up-to-date product offering the Vendor is authorized to provide in accordance with the contract; and
  2. Vendor shall maintain the accuracy of the catalog throughout the duration of the contract; and
  3. Vendor shall include in the catalog detailed product line-item descriptions; and Vendor shall include in the catalog pictures when possible; and
  4. Vendor shall include in the catalog any additional content required by the State or Supplier Manager; and
  5. Vendor shall make access to the punch-out catalog available 24 hours a day, 7 days a week.
- e. The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

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

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

- Line-Item Catalog
- Punch-Out Catalog

**6.3 POST AWARD BUSINESS REVIEW MEETINGS**

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

Project Review meetings shall be scheduled semi-annually, presented by the Vendor and be inclusive of the following:

1. Spend overview (State Agency Spend) FY Comparison
  - a. Volume Discount
2. Product Cost Savings from list price
3. Product Accuracy Rate – Percent of equipment invoiced and shipped without post-order correction
4. Complete Shipment Rate – Percent of orders filled in one (1) shipment
5. On-Time Delivery Rate – Percent of orders delivered within contract delivery term
6. Sustainability Efforts and Results
7. Additional Discounts Exercised
8. Rebates
9. Challenges
10. Improvement Ideas

**6.4 CONTINUOUS IMPROVEMENT**

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

**6.5 PERIODIC QUARTERLY SALES 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, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Any additional delivery charges such as specialty packaging or overnight delivery, Buying Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

**Quarterly Management Reports shall be sent to [PCReports@doa.nc.gov](mailto:PCReports@doa.nc.gov) with the Contract Manager copied at the above indicated e-mail address.** Vendor shall include all issues identified by Vendor related to Vendor performance or to the State’s usage of the contract.

These reports shall be well-organized and easy to read. The Vendor shall submit these reports electronically using the [Vendor Quarterly Spend Data Report](#). The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

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

**By October 15<sup>th</sup>:** Q1 Quarterly Management Report for July – September

**By January 15<sup>th</sup>:** Q2 Quarterly Management Report for October – December

**By April 15<sup>th</sup>:** Q3 Quarterly Management Report for January – March

**By July 15<sup>th</sup>:** Q4 Quarterly Management Report for April – June.

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

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

## **6.6 ACCEPTANCE OF GOODS**

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

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

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 products 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 Buying Entity. The standard format for invoicing shall be single invoices meaning that the Vendor shall provide the Buying Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Buying Entity to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buying Entity’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

## **6.8 DISPUTE RESOLUTION**

During the performance of the contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies

available under the contract, or at law. This provision, when agreed in the contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **6.9 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the Contract Manager listed in section 6.1 of this IFB of any product recall in accordance with the applicable State or Federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

## **6.10 POST AWARD PRODUCT SUBSTITUTION, ADDITIONS, & REMOVALS**

Post-Award product substitutions are not permitted without prior written approval from the Contract Administrator. Proposed substitutions shall be of the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

## **6.11 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, not more than once per year, and 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 IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

**VENDOR'S NAME**

**Krackeler Scientific Inc**

**Vendors must submit a comprehensive discount schedule including catalog categories with category discounts.**

<b>Category Title</b>	<b>Description</b>	<b>Minimum Percentage Discount</b>
Discount Category 1	Items we can provide minimum discount of 70%	70%
Discount Category 2	Items we can provide minimum discount of 60%	60%
Discount Category 3	Items we can provide minimum discount of 50%	50%
Discount Category 4	Items we can provide minimum discount of 40%	40%
Discount Category 5	Items we can provide minimum discount of 30%	30%
Discount Category 6	Items we can provide minimum discount of 25%	25%
Discount Category 7	Items we can provide minimum discount of 20%	20%
Discount Category 8	Items we can provide minimum discount of 15%	15%
Discount Category 9	Items we can provide minimum discount of 10%	10%
Discount Category 10	Items we can provide minimum discount of 5%	5%
Discount Category 11	Items we can provide minimum discount of 3%	3%
Discount Category 12	Items we can provide minimum discount of 1%	1%
Discount Category 13	Items with no discount	0%