

Statewide Term Contract 0002A -Goods and Services from NPWCBSD

| Bid Number | DPC-355257846-NE | | |
|------------------------------|--|--|--|
| Contract Name | Goods and Services from NPWCBSD | | |
| Effective Dates | May 23, 2022 - Indefinite contract term GS 143.129.5 (b) | | |
| Awarded Vendors and Contacts | Eastern Carolina Vocational Center Inc <u>Jason Thomas</u> 252-317-3103 Industries of the Blind Inc <u>Richard Oliver</u> 336-544-3729 LC Industries - <u>Elizabeth Hutcherson</u> 919-596-8277 ext. 2031 Lions Services Inc <u>Robert Peper</u> 704-921-1527 ext. 614 Winston-Salem Industries for the Blind (IFB Solutions) - <u>Seth Anderson</u> 336-245-5695 | | |
| | Open Enrollment Period The state will have an annual open enrollment period that will be advertised on IPS and conducted prior to the anniversary of the initial contract awards and continuing every year for the duration of the contract. | | |
| Contract Usage | § G.S. 143-129.5. Purchases from nonprofit work centers for the blind and severely disabled. | | |
| | (a) Notwithstanding G.S. 143-129, a city, county, or other governmental entity subject to this Article may purchase goods and services directly from a nonprofit work center for the blind and severely disabled, as defined in G.S. 143-48. | | |
| | (b) The Secretary of Administration shall, at least annually, canvass nonprofit work centers for the blind and severely disabled for goods and services required by the state government or any of its departments, institutions, or agencies and shall purchase or contract for the purchase, lease, or lease-purchase of those goods and services. The Secretary shall establis and enforce specifications that shall apply to all goods and services to be purchased or leased from nonprofit work centers for the use of the state government or any of its departments, institutions, or agencies. Except as provided in G.S. 148-134, where one or more sources of supply have been established by contract and certified by the Secretary of Administration to state departments, institutions, and agencies, it shall be the duty of all state departments, institutions, and agencies to make requisition or issue orders on forms to be prescribed by the Secretary of Administration for purchases required by them upon the sources of supply so certified. No state department, institution, or agency shall purchase from any sources other than those certified by the Secretary unless the requisition cannot be fulfilled because of insufficient availability of goods or services required. The Secretary shall in any contract or lease, require that nonprofit work centers maintain the price of goods or services substantially in accord with that paid by governmental agencies for similar goods or services of equivalent quality. The provisions of G.S. 143-52 shall not apply to purchases made pursuant to this section. However, nothing in this section shall prohibit a nonprofit work center from submitting bids or making offers for contracts under G.S. 143-52. | | |

Contract Covers

This contract covers goods and services that are available through the Non-Profit Work Centers for the Blind and Severely Disabled (NPWCBSD), in accordance with § G.S. 143-129.5. This contract covers comprehensive product lines from multiple vendors including the following highlighted item types:

Goods

- Batteries
- Lights
- Janitorial supplies
- Office supplies and consumables
- Warehousing storage
- Police- and military-style gear
- Prescription dress and safety eyewear
- Mattresses

Services

3PL Services (Industries of the Blind) and Call Center Services (Winston-Salem Industries for the Blind) are available through the contract. Requirements shall be negotiated between the using agency and vendor on a case-by-case basis. The using agency should submit a scope-of-work to the respective vendor for a quote.

Contract Does Not

Products not within the scope of this or other statewide term contracts may be purchased from other vendors in accordance with <u>01 NCAC 05B.1105</u> and <u>01 NCAC 05B.0301</u>.

Mandatory Contract

This is a mandatory statewide term contract for state agencies, departments, institutions, universities, and community colleges, unless exempted by North Carolina General Statute. Additionally, non-mandatory entities, including schools and local government, which are allowed by general statute may use this contract.

Special Note

The goods and services offered that are included in this contract are to receive ordering priority to the extent those goods and services are not otherwise provided by Correction Enterprises or an existing statewide term contract.

If a good or service awarded to a non-profit work center vendor is already covered by the aforementioned contracts, they may be ordered from vendors under this contract as a secondary option when the vendors on the primary contracts cannot provide them. For each occurrence, state entities are required to document that Correction Enterprises or the statewide term contract vendors, as applicable, were contacted and were unable to provide the good or service required. If the goods or services awarded are not available on an existing statewide term contract, the ordering priority will be Correction Enterprises, then awarded NPWCBSD vendors.

Division of Adult Correction, Department of Public Safety Products Preference (§ 148-134)

All agencies shall give preference to <u>Correction Enterprises products</u> when purchasing products. Contract items may be purchased from this contract only when it has been determined that Correction Enterprises cannot satisfy the requirement or item(s) will not be available when needed. The purchasing file should contain a waiver from Correction Enterprises stating that the item(s) cannot be supplied.

Statewide Term Contract Coverage

For products covered by an existing statewide term contract those contracts are to be given preference.

Minimum Order

The <u>minimum order quantities</u> apply only to limited items from Eastern Carolina Vocational Center Inc.

Equipment Installation

Installation of equipment or products shall be billed under the following conditions:

- The amount of the installation charge is identified in the vendor's catalog in conjunction with the equipment or products and related supplies.
- The buyer is provided an option to affirmatively accept or decline installation services at the time of ordering.
- Any approved charge is listed as a separate line item on the purchase order and invoice.

Vendors shall be responsible for the removal and disposal of all packaging materials, and any other debris resulting from the installation of the equipment or materials and related supplies from the buyer's location.

Acceptance and approval of charges for installation of such items shall be at the sole discretion of the buyer. Any resulting damages to the item or to other state property during the installation by the vendor shall be repaired at the vendor's sole expense. General set-up activities needed to make an item ready for use (such as insertion of adjustable shelves into a bookcase or placing a desk chair onto its pedestal) shall not be considered installation and shall be included in the contract price.

Delivery Information

Standard delivery shall be made to the location specified by the buyer in the purchase order and be ready for use. The buyer may request a quote for an additional discount from the contract price when delivery other than the standard delivery requirements stated above may be required or desired.

Standard Delivery:

- Eastern Carolina Vocational Center Inc. 7 days
- Industries of the Blind Inc. 3 days
- LC Industries 7 days
- Lions Services Inc. 30 days
- Winston-Salem Industries for the Blind (IFB Solutions) 7 days, or 30 days for mattresses

Return Policy and Restocking Fee

Vendor shall accept merchandise returns from buyers for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to buyers, whichever a buyer requests, within thirty (30) business days on all returns of an ordered product that is:

- A stock item in original packaging and in re-sellable condition
- Not a specialty or customized item

Equipment or products which are unacceptable because of quality problems, duplicated shipments, outdated product, damaged, or other issues related to vendor or product performance, shall be returned at vendor's expense within five (5) business days after receipt of notification from the ordering entity, with no restocking charge.

| Loaded into eProcurement | Yes, line item and ordering instructions are loaded in <u>eProcurement.</u> | | |
|---------------------------|---|---|--|
| eProcurement Help Desk | (888) 211-7440 | | |
| Contract Manager | <u>Carter Biggs</u> (984) 236-0261 | | |
| Contract Attachments | Eastern Carolina Vocational Center, Inc Industries of the Blind LC Industries Lions Services Winston-Salem Industries for the Blind (IFB Solutions) | | |
| Contract Addenda | 01/26/2023: | Catalog updated LC Industries | |
| | 02/13/2023: | Catalog updates Industries of the Blind | |
| | 03/01/2023: | LC Industries contact changed from Anne Strickland to Elizabeth Hutcherson | |
| | 03/22/2023: | Contract Administrator changed to Contract Manager James Brown | |
| | 09/14/2023: | Contract Manager changed to Melissa Pressley | |
| | 01/04/2024: | Contract Manager changed to Evan Roe | |
| | 05/08/2024: | Please Note: If items are updated on a drafted change order which is then deleted, any subsequent change orders will reflect previous modifications in the punchout catalog. As there is no way to revert previous changes in this situation, please reach out to the vendor for further assistance. | |
| | 07/16/2024: | IFB Solutions contact changed to Seth Anderson | |
| | 09/17/2024: | Contract Manager changed to Melissa Pressley | |
| | 12/23/2024: | Contract Manager changed to Carter Biggs | |