



Refer <u>ALL</u> Inquiries regarding this BAFO to: All correspondence with vendors shall be through the Ariba Sourcing Tool. Procurement Lead: Melinda Tomlinson Melinda.tomlinson@doa.nc.gov 984-236-0238	REQUEST FOR BEST AND FINAL OFFER NO. DPC-986320984-MT
	Offers will be received until: May 31, 2024 @ 2:00 PM ET
	Issue Date: May 28, 2024
	Commodity Number: 52131600 Blinds and Shades
	Description: Window Blinds & Installation
For Statewide Use of All State Entities	
See page 2 for Submission Instructions	

NOTICE TO VENDOR: Offers submitted in response to this Best and Final Offer (BAFO) for the furnishing and delivering the goods and services described herein, subject to the conditions made a part hereof, will be received through the Sourcing Tool until 2:00 PM Eastern Time on the day of opening. Refer to page two for submission instructions. Offers submitted in any other way in response to this BAFO will not be accepted. Offers are subject to rejection unless submitted on this form.

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

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

VENDOR: Light Consultants, LLC	EMAIL: bids@lightconsultantsllc.com	
STREET ADDRESS: 2115 Chapman Rd, Ste 101	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Chattanooga, TN 37421	TELEPHONE NUMBER: 423-648-5936	TOLL FREE TEL. NO: 888-305-8020
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Debbie Light	FAX NUMBER: 423-624-6534	
AUTHORIZED SIGNATURE: Debbie Light	DATE: 5/31/2024	

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

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

FOR STATE USE ONLY: Offer accept and Contract awarded this date of <u>June 10, 2024</u> , as indicated on the attached certification, by <u>PandC - Melinda Tomlinson</u> (Authorized Representative of NCDQA – Purchase & Contract)
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SUBMISSION INSTRUCTIONS: Vendor shall submit its offer through the Sourcing Tool. Any files submitted shall not be password protected and shall be capable of being copied to other media.

REQUEST FOR BEST AND FINAL OFFER (BAFO):

This request is to solicit a best and final offer from Light Consultants LLC for Window Coverings & Installation. The offer should integrate the previous response to the Solicitation and any changes listed below. Any individual Vendor may receive a different number of BAFO requests than other Vendors.

NOTE: This Solicitation is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response, and accompanying information is limited to personnel of the NC DOA - Division of Purchase and Contract. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e., assist in evaluation), will be in violation of purchasing rules and their offer will not be further evaluated or considered.

The State encourages the Vendor to supply more competitive pricing. Vendor should submit its most competitive discount percentage off MSRP in response to this Request for BAFO.

[ATTACHMENT A: PRICING WORKBOOK](#)

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

Refer <u>ALL</u> Inquiries regarding this IFB to: All correspondence with vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Section 2.6.	Invitation for Bid #: DPC-986320984-MT
	Bids will be publicly opened: April 17, 2024 @ 2:00 PM ET
For Statewide Use - All State Entities	Commodity # and Description: 52131600 Blinds and Shades
STC ID #: 5213A	

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: Light Consultants, LLC		
STREET ADDRESS: 2115 Chapman Rd, Ste 101	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Chattanooga, TN 37421	TELEPHONE NUMBER: 423-624-6520	TOLL FREE TEL. NO: 800-305-8020
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: Debbie Light , Bids & Project Director, representing Light Consultants, LLC)		FAX NUMBER: 423-624-6534
VENDOR’S AUTHORIZED SIGNATURE: <i>Debbie Light</i>	DATE: 04/08/2024	E-MAIL: bids@lightconsultantsllc.com

Bid Number: DPC-986320984-MT

Vendor: Light Consultants, LLC

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: 120 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 _____ as indicated,

by _____.

(Authorized Representative of Department of Administration, Division of Purchase & Contract)

TABLE OF CONTENTS

- 1.0 PURPOSE AND BACKGROUND.....5**

 - 1.1 CONTRACT TERM..... 5
 - 1.2 ESTIMATED SPEND..... 5

- 2.0 GENERAL INFORMATION6**

 - 2.1 INVITATION FOR BID DOCUMENT 6
 - 2.2 E-PROCUREMENT FEE 6
 - 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS 6
 - 2.4 IFB SCHEDULE 7
 - 2.5 URGED AND CAUTIONED PRE-BID CONFERENCE 7
 - 2.6 BID QUESTIONS 8
 - 2.7 BID SUBMITTAL 8
 - 2.8 BID CONTENTS..... 9
 - 2.9 ALTERNATE BIDS 9
 - 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS..... 9

- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS.....10**

 - 3.1 METHOD OF AWARD..... 10
 - 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION..... 10
 - 3.3 BID EVALUATION PROCESS..... 11
 - 3.4 PERFORMANCE OUTSIDE THE UNITED STATES 11
 - 3.5 INTERPRETATION OF TERMS AND PHRASES 12

- 4.0 REQUIREMENTS12**

 - 4.1 PRICING 12
 - 4.2 ESTIMATED QUANTITIES..... 12
 - 4.3 ADDITIONAL SAVINGS OFFERS/REBATES..... 12
 - 4.4 PRODUCT IDENTIFICATION..... 13
 - 4.5 TRANSPORTATION AND IDENTIFICATION 13
 - 4.6 DELIVERY AND INSTALLATION 13
 - 4.7 ON-TIME DELIVERY RATE 14
 - 4.8 ORDERING INFORMATION 14
 - 4.9 DEFECTIVE PRODUCTS..... 15
 - 4.10 PRODUCT RECALL 15
 - 4.11 OUT-OF-STOCK AND BACK-ORDERS 15
 - 4.12 WORK SITE DAMAGES..... 15
 - 4.13 QUALITY ACCEPTANCE INSPECTION 15
 - 4.14 AUTHORIZED RESELLER..... 15
 - 4.15 WARRANTY 15
 - 4.16 SAMPLES/DESCRIPTIVE LITERATURE 16
 - 4.17 VENDOR'S PUBLISHED CATALOG & LISTS 16
 - 4.18 HUB PARTICIPATION..... 17
 - 4.19 REFERENCES 17
 - 4.20 SUSTAINIBILITY EFFORTS..... 17
 - 4.21 RETURN POLICY 19
 - 4.22 VENDOR'S REPRESENTATIONS 19
 - 4.23 FINANCIAL STABILITY 20
 - 4.24 INSURANCE REQUIREMENTS MODIFICATION 20

- 5.0 SCOPE OF WORK AND SPECIFICATIONS 20**
 - 5.1.1 CUSTOMER SERVICES 20
 - 5.1.2 GEOGRAPHIC COVERAGE 20
 - 5.2 SPECIFICATIONS..... 21
 - 5.3 OPTIONAL VALUE-ADDED SERVICES 21
 - 5.4 CERTIFICATION AND SAFETY LABELS..... 21

- 6.0 CONTRACT ADMINISTRATION..... 21**
 - 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE..... 22
 - 6.2 ELECTRONIC PRODUCT CATALOG 22
 - 6.3 POST AWARD BUSINESS REVIEW MEETINGS 24
 - 6.4 CONTINUOUS IMPROVEMENT 24
 - 6.5 PERIODIC QUARTERLY STATUS REPORTS..... 24
 - 6.6 ACCEPTANCE OF WORK 25
 - 6.7 INVOICES 25
 - 6.8 DISPUTE RESOLUTION 26
 - 6.9 PRODUCT RECALL 26
 - 6.10 POST AWARD PRODUCT SUBSTITUTION, ADDITIONS, & REMOVALS 26
 - 6.11 PRICE ADJUSTMENTS 26
 - 6.12 CONTRACT CHANGES 26
 - 6.13 TAXES 26
 - 6.14 ATTACHMENTS..... 27

1.0 PURPOSE AND BACKGROUND

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

The State through the Department of Administration (DOA) Division of Purchase & Contract (P&C) is seeking vendors to establish a Statewide Term Contract to furnish and deliver a comprehensive, multiple manufacturer product line of new Window Coverings on an “As Needed” basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions (Buyer) during the contract period.

This contract is intended to cover the acquisition and installation of a variety of window treatments, such as blinds, shutters, and shades, to include but not limited to vinyl, aluminum, composite, wood, faux wood, and metal for the maintenance and up-keep of state-operated buildings and institutions.

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 optimize efforts for the use of low chemical and particle emissions, with use of material components and packaging maintaining recyclable material, up to 100%.

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

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 an initial term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”) or May 17, 2024, whichever is later.

At any time during the contract period the State may conduct an Open Enrollment process by posting a solicitation in the Ariba Sourcing Tool for the purpose of adding new manufacturer(s) to the contract, to provide a wide coverage of Window Coverings. 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.

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

Based on the historical usage of the STC, the estimated spend for the term of this contract is \$500,000.00.

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

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	March 25, 2024
Urged & Caution Pre-Bid Conference	State	April 2, 2024 @ 10:00 AM EST Microsoft Teams Meeting Join on your computer, mobile app, or room devise: Click Here to Join the Meeting Meeting ID: 278 373 662 961 Passcode: 9L2cFc Dial-in by phone +1 984-204-1487,,1780609# United States, Raleigh Find a local number Phone conference ID: 178 060 9# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 117 126 230 8 More info
Submit Written Questions	Vendor	April 4, 2024 @12:00 PM EST
Provide Responses to Questions	State	April 11, 2024***
Submit Bids	Vendor	April 17, 2024 @ 2:00 PM EST Microsoft Teams Meeting Join on your computer, mobile app, or room devise: Click Here to Join the Meeting Meeting ID: 252 001 571 026 Passcode: MbvVuz Dial-in by phone +1 984-204-1487,,136740677# United States, Raleigh Find a local number Phone conference ID: 136 740 677# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 114 291 926 5 More info
Intended Contract Award	State	TBD

***Date is subject to change.

2.5 URGED AND CAUTIONED PRE-BID CONFERENCE

Date: March 28, 2024
 Time: 10:00 AM EST
 Location: VIRTUAL LINK (See IFB schedule above)
 Contact #: Melinda.Tomlinson@doa.nc.gov
 984-236-0238

Instructions: Vendor representatives are URGED and CAUTIONED to attend the site visit 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 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

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # DPC-986320984-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 Cover Letter and/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 includes sections 4.17, 4.20, 5.1, 6.1, 6.2.4.
- 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:

- A. ANSI: American National Standards Institute
- B. WCMA: Windo Covering Manufacturers Association

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

Percentage Off Manufacturer Suggested Retail Price (MSRP)

All responsive bids will be reviewed, and award or awards will be based on the responsive bids(s) to provide the estimated requirements as to breadth of items in each category offered, highest percentage discount offered off the most recently published Manufacturer Standard Retail Price (MSRP) List, quantity, quality, delivery, service, and/or geographical coverage, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

It is the State's intent to have multiple manufacturers represented in each category. In the event that two (2), or more Vendors offer the same manufacturer's product(s), it is the intent of the State to make an award to the Vendor with the most complete offering per category, and highest percentage discount offered off MSRP List for a particular manufacturer's product(s).

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the 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 proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices of bid cannot be altered or modified as part of a clarification.

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

4.2 ESTIMATED QUANTITIES

The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 ADDITIONAL SAVINGS OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives/rebates, if possible, within the scope of this IFB, that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacturer, etc. Additional Discount Offers shall be in addition to the discounts Vendor offers as a List Item Price. Additional Discount Offers should be provided in ATTACHMENT A: PRICING WORKBOOK.

Additional Discounts: As part of the pricing submittal, Vendors are being requested to propose an additional percentage discount which would be applied to all orders for the remainder of the contract term if and when the total orders against the contract exceed the provided amount, at any point during the life of the contract. Orders from all entities utilizing this contract will count toward the contract volume discount threshold.

Rebates: If a rebate is offered, it will be based on reported sales, on a quarterly basis (see Section 6.5 QUARTERLY REPORTS). The Vendor shall submit the rebate amount due by check with the “Contracts Number,” “Report Amount,” and “Report Period” on either the check stub or other remittance materials. The payment shall be made by check as described herein.

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

Checks shall be mailed to: NCDOA, Division of Purchase & Contract, Contract Manager
1305 Mail Service Center
325 N. Salisbury Street
Raleigh, NC 27603

All discounts in Vendor’s bid shall remain in effect for the entire contract period and shall not be decreased. However, the discount may be increased, and any such increase shall remain in effect for the remainder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendors may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

The State reserves the right to accept or reject all or part of the proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. The State has sole discretion to not assign value to Vendor's proposed Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discounts using the Additional Discount Offers within ATTACHMENT A-PRICING SUBMITTAL WORKBOOK.

4.4 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all 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.

4.5 TRANSPORTATION AND IDENTIFICATION

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

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

4.6 DELIVERY AND INSTALLATION

FOB DESTINATION – STATEWIDE

Successful Vendor(s) shall complete delivery as indicated on **ATTACHMENT A: PRICING SUBMITTAL WORKBOOK**.

The Vendor shall deliver ordered items after receipt of purchase order within the time specified for the product on the relevant **ATTACHMENT A: PRICE SUBMITTAL WORKBOOK**, unless prior written approval is obtained from the Buyer or the P&C Contract Administrator. All deliveries of goods ordered under the term contract resulting from this solicitation shall consist of a Standard Delivery, as described below, unless otherwise specified in the purchase order. The specified location may include a loading dock or an area inside a building. Vendor shall notify Buyer at least two (2) business days in advance of a delivery to allow for the availability of agency personnel to receive the product(s).

Standard Delivery shall be made to the location specified by the Buyer in the Purchase Order and ready for use. Inside means any location within a State user's occupied building. Ready for use means product is unpacked, assembled, inspected and free of patent defects or damage. Vendor must anticipate and make necessary arrangements for access to the delivery location considering presence and availability of elevators, steps, parking and hours of operation.

Vendor shall furnish all necessary transportation, materials, and supplies as may be required to deliver, install and set-in place ready for owner's use window covering. The successful Vendor(s) shall notify the Buyer when one or more items in an order cannot be delivered or installed within the time specified. After notification to the Buyer of a fulfillment delay of one or more items in a shipment, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, providing the cancellation occurs before the delayed item or order has shipped.

Installation of window covering shall be billed under the following conditions: the amount of the installation charge is identified in Vendor's catalog in conjunction with the window covering, the Buyer is provided an option to affirmatively accept or decline installation services at the time of ordering, and any approved charge is listed as a separate line item on the purchase order and invoice. Vendor shall be responsible for the removal and disposal of all packaging materials, and any other debris resulting from the installation of the window covering 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 damage 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 a window covering ready for use (such as moving furniture, relocation 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.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with ATTACHMENT C, Section 2: DEFAULT AND TERMINATION, in the North Carolina General Contract Terms and Conditions.

Delivery shall not be considered to have occurred until installation has been completed, if applicable. Upon completion of the installation, 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 to use.

At the conclusion of installation, Vendor shall demonstrate to the Buyer that the window coverings installed are fully operational and in compliance with the contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Vendor at the Vendor’s sole expense prior to final acceptance of the work.

4.7 ON-TIME DELIVERY RATE

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

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

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

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

4.8 ORDERING INFORMATION

Vendor shall provide catalogs and descriptive literature and/or URLs for manufacturer's user accessible MSRP and contract pricing for all options upon request of any Buyer. This information shall be provided to the ordering agency within three (3) business days of the request. Such information shall be provided at no charge to the Buyer. Vendors are required to provide the Buyer with all information pertinent to the placement of and payment for orders to include the following information:

1. Vendor number
2. Vendor business name
3. General description of window covering material
4. Style name
5. Style number
6. Quantity ordered
7. Supplies cost
8. Installation cost
9. Total price

Buyers shall issue a purchase order (PO) to the Vendor, and such purchase order shall bear the contract or bid number, product number, and contact information (phone number and email address). The PO shall be placed by the Buyer directly with the Vendor and shall incorporate by reference the contract solicitation terms and conditions. Required delivery or due dates shall be discussed between the Buyer and the Vendor at the time of the PO. It is important to note that dealers do not have ANY control over production delays in schedules from the manufacturer.

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

4.12 WORK SITE DAMAGES

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the State’s satisfaction at the Vendor’s sole expense.

4.13 QUALITY ACCEPTANCE INSPECTION

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

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

4.14 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 with its bid response a signed statement from the manufacturer confirming authorization. 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 Attached Manufacturer’s Authority: Yes No

If multiple, all included? Yes No

4.15 WARRANTY

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

1. All items offered shall be free from any and all defects in material, packaging, and workmanship.
2. Replacement of defective items promptly at no charge to the Buyer.
3. All items shall perform the functions as advertised by the vendor.
4. All items shall be suitable for the ordinary purposes for which such an item is used.

5. All items shall be suitable for any special purposes that the Buyer has relied on the Vendor's skill or judgment to consider when it advised the Buyer about the product.
6. All items have been properly designed and manufactured.

4.16 SAMPLES/DESCRIPTIVE LITERATURE

4.16.1 PRE-AWARD SAMPLES

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

4.16.2 POST AWARD SAMPLES

Product samples shall be provided to the buying upon request prior to purchase. Samples of items offered shall be furnished, free of expense, and if not destroyed will, upon request, be returned at the Vendor's expense. A written request for return shall be made no later than thirty (30) days after delivery is complete, and Vendor shall provide a prepaid, pre-addressed shipping label suitable for return of the sample(s). 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 according to the buying entities instructions. Failure to provide the requested sample(s) may result in contract cancellation.

4.16.3 DESCRIPTIVE LITERATURE/CERTIFICATION

Vendor may submit with the bid, vendor link to all of the goods being offered, in the designated area of ATTACHMENT A: PRICING WORKBOOK.

Bid may be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information may be a sufficient basis for rejection of the bid, at the discretion of the State.

4.17 VENDOR'S PUBLISHED CATALOG & LISTS

As a result of this Contract, Vendors shall provide its entire catalog of products. By definition, a Vendor's catalog 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 uploading in section 6.10 of the Ariba Network Sourcing Tool or providing the URL link on the ATTACHMENT A: PRICING WORKBOOK.**

Note: The URL link must be current and working. The link shall lead directly to the products being offered, and be accessible without any login requirements or other barriers. Failure to provide a working URL may result in rejection of the Vendor's bid without further consideration.

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 per UOM
- g. Internet link to the product if available

4.18 HUB PARTICIPATION

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

4.19 REFERENCES

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

4.20 SUSTAINIBILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The proposal must describe how environmental requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product’s environmental/sustainability attributes, packaging and recycling of spent products.

Vinyl:

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

Plastic:

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

Fabric:

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

Electronic:

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

Wood:

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

Faux Wood:

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

Metal:

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

Composite:

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

Aluminum:

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

Packaging:

Do the items offered have any recycled content? Yes No

If yes, what is the post-consumer recycled content? 95% What is the total recycled content? _____%

Other sustainable properties:

Other Sustainability Efforts:

All manufacturers put forth sustainability efforts in their every day manufacturing operations. See individual manufacturers attachments in Section 6.12 ADDITIONAL DOCUMENTATION.

4.21 RETURN POLICY

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

Vendor may charge a restocking fee for undamaged, conforming goods outside the thirty (30) business day period and for returns of custom-made items. A custom-made item that must be specially manufactured for a specific order due to Buyer’s choices of non-standard dimensions, fabric, choice of wood or stain, and the like. An otherwise standard item is not considered custom-made simply because it is manufactured to fulfill a Buying Entity’s order.

4.22 VENDOR’S REPRESENTATIONS

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

4.23 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this contract; and that entering into this contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.24 INSURANCE REQUIREMENTS MODIFICATION

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

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

4.25 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

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

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

5.0 SCOPE OF WORK AND SPECIFICATIONS

5.1.1 CUSTOMER SERVICES

The vendors shall outline in the bid key principles and strategies to deliver customer service in the context of Window Coverings. Information to include but not limited to:

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

5.1.2 GEOGRAPHIC COVERAGE

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

5.2 SPECIFICATIONS

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

Vendors must offer their Full-Line Catalog of window coverings including the following categories:

- A. Vinyl
- B. Plastic
- C. Fabric
- D. Electronic
- E. Shutters
- F. Shades
- G. Wood
- H. Faux Wood
- I. Metal

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 PRODUCTS MUST BE IN COMPLIANCE WITH ANSI/WCMA STANDARDS.

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: Austin Kiziah, and Austin.kiziah@doa.nc.gov, 984-236-0237

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:	Debbie Light, Bids & Project Director
Office Phone #:	888-305-8020
Mobile Phone #:	
E-mail:	bids@lightconsultantsllc.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:	Ken Murray, Bid Contract Specialist
Office Phone #:	888-305-8020
Mobile Phone #:	
E-mail:	ken@blindsmax.com

6.2 ELECTRONIC PRODUCT CATALOG

Vendors have three (3) options to select from for managing products using the State’s NC E-Procurement Services to develop and manage a catalog solution. Options include:

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

6.2.1 Line-Item Catalog Solution

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

- a. Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Manager via e-mail at eprocurementdata@its.nc.gov.
- 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 (2nd 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 Ordering Instructions Solution

The State will allow for 'Ordering Instructions' for custom built or customized equipment purchases only. Vendor will be required to provide the sales representative's contact information at the time of award. 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.

6.2.4 Vendor shall indicate which catalog solution they intend to use. Please select all that apply:

- Line-Item Catalog
- Punch-Out Catalog
- Ordering Instructions (for custom built or customized equipment only)

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically *annually* with the State for 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 annually, Business review meetings shall be 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 STATUS 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, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

Quarterly Sales Management Reports shall be sent to PCReports@doa.nc.gov with the Contract 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, to include 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 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 Buying Entity.

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

1. Compliance with specifications
2. Fit and functionality
3. Alignment and levelling
4. Secure mounting

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

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

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

6.8 DISPUTE RESOLUTION

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

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the contract, or at law. This provision, when agreed in the contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 PRODUCT RECALL

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

6.10 POST AWARD PRODUCT SUBSTITUTION, ADDITIONS, & REMOVALS

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

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

6.11 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, no more than once per year, 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 IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

