



## **STATE OF NORTH CAROLINA**

**Department of Health and Human Services**

**Invitation for Bid #: 30-25184-DCFW**

**Cambrooke Ajinomoto Special & Metabolic Formula**

**Date Issued: June 20, 2025**

**Bid Opening Date: July 18, 2025**

**At 02:00 PM ET**

**Direct all inquiries concerning this IFB to:**

**Angela Childress**

**Procurement Specialist II**

**Email: [angela.childress@dhhs.nc.gov](mailto:angela.childress@dhhs.nc.gov)**



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**30-25184-DCFW**

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

# STATE OF NORTH CAROLINA

## Department of Health and Human Services, Division of Child and Family Well-Being

<p>Refer <u>ALL</u> Inquiries regarding this IFB to: The procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details.</p>	<p>Invitation for Bids # 30-25184-DCFW</p> <p>Bids will be publicly opened: <b>July 18, 2025 at 02:00 PM ET</b></p> <p><b>Microsoft Teams</b> <a href="#">Need help?</a></p> <p><a href="#">Join the meeting now</a></p> <p>Meeting ID: 275 617 836 908 0</p> <p>Passcode: 48Hw96zd</p> <hr/> <p><b>Dial in by phone</b></p> <p><a href="#">+1 984-204-1487,,24741999#</a> United States, Raleigh</p> <p><a href="#">Find a local number</a></p> <p>Phone conference ID: 247 419 99#</p> <p><b>Join on a video conferencing device</b></p> <p>Tenant key: ncgov@m.webex.com</p> <p>Video ID: 117 311 893 6</p> <p><a href="#">More info</a></p> <p>For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a></p> <hr/>
<p>Using Agency: DCFW, Community Nutrition Services Section</p> <p>Requisition No.: RQ155186</p>	<p>Commodity No. and Description: 422318 Formulas and products for nutritional support</p>

### EXECUTION

In compliance with this Invitation for Bids (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.

Bid Number: IFB 30-25184-DCFW

Vendor: \_\_\_\_\_

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:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
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:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

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

<p><b><u>FOR STATE USE ONLY:</u></b> Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____</p> <p style="text-align: center;"><b>(Authorized Representative of DHHS)</b></p>
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## 1.0 PURPOSE AND BACKGROUND

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The purpose of the Invitation for Bid (IFB) is to establish an Agency Specific Contract for Cambrooke brand special and metabolic formula manufactured by Ajinomoto Cambrooke for the North Carolina Department of Health & Human Services, Division of Child and Family Well-Being, Community Nutrition Services Section (CNSS), Women, Infants, and Children (WIC) Program.

CNSS provides special and metabolic formulas for individuals with inborn errors of metabolism (IEM) and infants and children with high-risk medical conditions that require specialized formulas not readily available in the marketplace. IEMs are rare genetic or inherited disorders that prevent the body from converting food into energy properly. These conditions include (but not limited to) phenylketonuria (PKU), urea cycle disorder (UCD), and pediatric kidney disease (PKD). Treatments for IEMs are tailored to the specific disorder and include modified diets, supplements, and medications. Untreated IEMs can lead to severe complications including developmental delays, organ failure, life-threatening complications, seizures, poor appetite, vomiting, lethargy, coma, and even death, depending on the specific metabolic pathway affected. Early diagnosis and treatment are crucial to managing these conditions effectively. Providing these special and metabolic formulas is an ongoing and an essential part of the WIC program.

The intent of this solicitation is to award an Agency Contract.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning **08/16/2025** (the "Effective Date").

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. In addition, the State reserves the right to extend a contract term after the last active term.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

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

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

#### **What is the Ariba Network?**

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

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

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

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

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

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

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

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

## 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	June 20, 2025
Submit Written Questions	Vendor	By July 3, 2025 at 04:00 PM ET
Provide Responses to Questions	State	By July 9, 2025 at 04:00 PM ET
Submit Bids	Vendor	By July 18, 2025 at 01:30 PM ET
Bid Opening (Virtual)	State	Promptly July 18, 2025 at 02:00 PM ET
Contract Award	State	August 8, 2025

## 2.5 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 # 30-25184-DCFW – 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 ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this 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.

## 2.6 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.**

## 2.7 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) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## 2.8 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.



### **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

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

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

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

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 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 include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and complete the pricing line-item table included 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 annual expenditure of the contract will not exceed \$100,000.00.** All quantities indicated herein are annual estimates based on the State's historical anticipated usage during the previous one (1) year period. Quantities set forth in this solicitation are estimates only and the State reserves the right to increase or decrease quantities as needed throughout the contract period. No maximum or minimum quantities are guaranteed. The State shall not be obliged to purchase the amount represented by the estimated quantities contained herein or any other quantities. The State will be responsible only for items requested and received.

The contract must allow the state to order any listed items herein and any new items that may become available during the initial contract period or any contract extension.

### 4.3 PRODUCT IDENTIFICATION

#### **BRAND SPECIFIC**

Manufacturer(s) name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

### 4.4 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.

### 4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

Agency Name	Ship to Address	City	State	Zip
Alamance County Health Dept WIC	319 N Graham-Hopedale Rd	Burlington	NC	27217

Agency Name	Ship to Address	City	State	Zip
Alexander County Health Dept WIC	338 1st Avenue SW, Suite 1	Taylorsville	NC	28681
Anson County - Health Dept WIC	110 East Ashe Street	Wadesboro	NC	28170
Appalachian DHD - Alleghany County Health Dept WIC	157 Health Services Road	Sparta	NC	28675
Appalachian DHD - Ashe County Health Dept WIC	413 McConnell Street	Jefferson	NC	28640
Appalachian DHD - Watauga County Health Dept WIC	126 Poplar Grove Connector Road	Boone	NC	28607
ARHS - Bertie County Health Dept WIC	102 Rhodes Avenue	Windsor	NC	27983
ARHS - Camden County Program WIC	160 US 158 East, Bldg B	Camden	NC	27921
ARHS - Chowan County Health Dept WIC	202 W Hicks Street	Edenton	NC	27932
ARHS - Currituck County Health Dept WIC	2795 Caratoke Hwy	Currituck	NC	27929
ARHS - Gates County Health Dept WIC	29 Medical Center Road	Gates	NC	27937
ARHS - Pasquotank County Health Dept WIC	711 Roanoke Avenue	Elizabeth City	NC	27909
ARHS - Perquimans County Health Dept WIC	103 ARPDC Street	Hertford	NC	27944
Beaufort County Health Dept WIC	1436 Highland Dr	Washington	NC	27889
Bladen County Health Dept WIC	300 Mercer Mill Rd	Elizabethtown	NC	28337
Brunswick County Health Dept WIC	25 Courthouse Dr, NE	Bolivia	NC	28422
Brunswick County Health Dept WIC Leland Site	1492 Village Rd	Leland	NC	28451
Brunswick County Health Dept WIC Shallotte Site	150-9 East Gate Plaza	Shallotte	NC	28478
Buncombe County Asheville Biltmore WIC	257 Biltmore Avenue	Asheville	NC	28801

Agency Name	Ship to Address	City	State	Zip
Buncombe County Asheville Leicester WIC	339 New Leicester Hwy Suite 120	Asheville	NC	28806
Buncombe County Health Dept WIC	40 Coxe Avenue	Asheville	NC	28802
Buncombe County MAHEC WIC	119 Hendersonville Rd	Asheville	NC	28803
Burke County Health Dept WIC	700 E Parker Rd	Morganton	NC	28655
Cabarrus Health Alliance - Concord WIC	298 Lincoln Street SW	Concord	NC	28025
Cabarrus Health Alliance WIC Kannapolis	300 Mooresville Rd	Kannapolis	NC	28081
Caldwell County Health Dept WIC	2345 Morganton Blvd, SW, Suite B	Lenoir	NC	28645
Carteret County Health Dept WIC	3820 Bridges St, Suite A	Morehead City	NC	28557
Caswell County Health Dept WIC	189 County Park Rd	Yanceyville	NC	27379
Catawba County Health Dept WIC	3070 11th Ave Dr SE	Hickory	NC	28602
Cherokee County Health Dept WIC - Murphy	228 Hilton St	Murphy	NC	28906
Cherokee County Health Dept WIC Andrews Site	15 High School Drive	Andrews	NC	28901
Clay County Health Dept WIC	345 Court House Drive	Hayesville	NC	28904
Cleveland County Health Dept WIC	315 E Grover St	Shelby	NC	28150
Columbus County Health Dept WIC	119 Lynwood Norris St.	Tabor City	NC	28463
Columbus County Health Dept WIC	304 Jefferson St	Whiteville	NC	28472
Comm Well Health WIC	3331 Easy St	Dunn	NC	28334
Comm Well Health WIC, Carolina Pines Site	500 Fayetteville, St	Salemburg	NC	28385

Agency Name	Ship to Address	City	State	Zip
Comm Well Health WIC, McGee Site	70 Crepe Myrtle Dr, Suite 104	Benson	NC	27504
Craven County Cherry Point WIC	C St Bldg 294 Wng 7 Cherry Point, NC 28533	Cherry Point	NC	28561
Craven County Health Dept WIC New Bern	2818 Neuse Blvd	New Bern	NC	28561
Cumberland Co, Hope Mills WIC	2622 Hope Mills Rd	Hope Mills	NC	28306
Cumberland County Health Dept WIC	1235 Ramsey Street	Fayetteville	NC	28301
Cumberland County, Spring Lake WIC	103 Laketree Blvd	Spring Lake	NC	28390
Dare County - Buxton WIC	50347 NC Hwy 12	Frisco	NC	27920
Dare County - Kill Devil Hills Site	1632 N Croatan Hwy	Kill Devil Hills	NC	27948
Dare County Health Dept, WIC	109 Exeter St	Manteo	NC	27954
Davidson County Health Dept WIC	915 Greensboro St	Lexington	NC	27293
Davie County - Health Dept WIC	210 Hospital Street	Mocksville	NC	27028
Duplin County Health Dept WIC	340 Seminary St	Kenansville	NC	28349
Duplin County Health Dept, Wallace WIC	220 E Main St	Wallace	NC	28466
Duplin County Health Dept, Warsaw WIC	312 Yancey St	Warsaw	NC	28398
Edgecombe County Health Dept Tarboro WIC	122 East Saint James Street	Tarboro	NC	27886
Edgecombe County Rocky Mount WIC	155 Atlantic Ave	Rocky Mount	NC	27801
Forsyth County Dept of Public Health WIC	799 N Highland Ave	Winston-Salem	NC	27101
Forsyth County Dept of Public Health WIC - Cleveland	501 N Cleveland Avenue	Winston-Salem	NC	27101

Agency Name	Ship to Address	City	State	Zip
Forsyth County Dept of Public Health WIC - Downtown Health Plaza	1200 N. Martin Luther King Jr Drive	Winston-Salem	NC	27101
Forsyth County Dept of Public Health WIC - Kernersville	431 West Bodenhammer Street	Kernersville	NC	27284
Franklin County - Health Dept WIC	107 Industrial Drive, Suite C	Louisburg	NC	27549
Gaston County Health Dept WIC - Gastonia	991 W Hudson Blvd	Gastonia	NC	28052
Gaston County Highland Health Center WIC	609 N Highland Street	Gastonia	NC	28052
Graham County Health Dept WIC	21 South Main St	Robbinsville	NC	28771
Granville-Vance District Health - Granville County Health Dept WIC	101 Hunt Dr	Oxford	NC	27565
Granville-Vance District Health - Vance County Health Dept WIC	115 Charles Rollins Rd	Henderson	NC	27536
Greene County Health Dept WIC	227 Kingold Blvd, Suite B	Snow Hill	NC	28580
Guilford County Dept of Public Health WIC	1100 E Wendover Ave	Greensboro	NC	27405
Guilford County High Point WIC	501 East Green Dr	High Point	NC	27260
Halifax County Health Department - Halifax	19 N. Dobbs St.	Halifax	NC	27839
Halifax, Hollister WIC	204 Evans Road	Hollister	NC	27844
Halifax, Mobile Unit Scotland Neck WIC	919 Jr High School Road	Scotland Neck	NC	27874
Halifax, Roanoke Rapids WIC	116-A West 3rd St	Roanoke Rapids	NC	27870
Harnett County Health Dept WIC	307 West Cornelius Harnett Blvd	Lillington	NC	27546
Harnett County WIC - Dunn	903 W Edgerton Street	Dunn	NC	28334
Haywood County - Health Dept WIC	157 Paragon Pkwy, Suite 800	Clyde	NC	28721

Agency Name	Ship to Address	City	State	Zip
Henderson County Blue Ridge Community WIC	1200 Spartanburg Hwy, Suite 100	Hendersonville	NC	28792
Hertford County Public Health Authority WIC	718 Evans Street	Ahoskie	NC	27910
Hoke County Health Center WIC	683 East Palmer Rd	Raeford	NC	28376
Hyde County Health Dept WIC	1151 Main Street	Swan Quarter	NC	27885
Iredell County - Government Center South WIC	610 East Center Ave	Mooresville	NC	28115
Iredell County Health Dept WIC	318 Turnersburg Hwy	Statesville	NC	28625
Jackson County Cahiers WIC	538 Scotts Creek Rd, Suite 100	Cashiers	NC	28779
Jackson County Health Dept WIC - Sylva	538 Scotts Creek Rd, Suite 100	Sylva	NC	28779
Johnston County Public Health Ctr WIC	517 N Brightleaf Blvd	Smithfield	NC	27577
Johnston County Public Health Ctr WIC - Benson	1204 Johnston St	Benson	NC	27504
Johnston County Public Health Ctr WIC - Clayton	340 McCullers Drive	Clayton	NC	27520
Jones County Health Dept WIC	418 Hwy 58 North	Trenton	NC	28585
LCHC - Durham County HD WIC	414 East Main St	Durham	NC	27701
LCHC - Lincoln Community Health Ctr WIC	1301 Fayetteville St	Durham	NC	27717
LCHC - Roxboro/Live Well WIC	3901 N Roxboro St	Durham	NC	27704
Lee County Health Dept WIC - Sanford	106 Hillcrest Dr	Sanford	NC	27330
Lenoir County Health Dept WIC	201 N McLewean St	Kinston	NC	28502
Lincoln County Health Dept WIC	151 Sigmon Rd	Lincolnton	NC	28092



Agency Name	Ship to Address	City	State	Zip
Macon County Health Dept WIC - Franklin	1830 Lakeside Dr	Franklin	NC	28734
Macon County Highlands WIC	52 Aunt Dora Drive	Highlands	NC	27603
Macon County Nantahala (Topton) WIC	1401 Junaluska Road	Topton	NC	28734
Madison County Health Dept WIC	493 Medical Park Dr	Marshall	NC	28753
Mecklenburg Clanton Rd WIC	801 Clanton Rd, Suite C-110	Charlotte	NC	28217
Mecklenburg County Health Dept WIC Beatties Rd	2845 Beatties Ford Rd	Charlotte	NC	28216
Mecklenburg County Health Dept WIC Billingsley Rd	249 Billingsley Rd	Charlotte	NC	28211
Mecklenburg Executive Center WIC	5624 Executive Center Dr, Suite 100	Charlotte	NC	28212
Montgomery County Health Dept WIC	217 South Main Street	Troy	NC	27371
Moore County Health Dept WIC - Carthage	705 Pinehurst Ave	Carthage	NC	28387
MTW - Martin County Health Dept WIC	210 W. Liberty St	Williamston	NC	27892
MTW - Tyrrell County Health Dept WIC	408 B. Bridge St	Columbia	NC	27925
MTW - Washington County Health Dept WIC	198 NC Hwy 45 North	Plymouth	NC	27962
Nash County Bailey Site WIC	6270 Main St	Bailey	NC	27807
Nash County Health Dept, Nashville WIC	214 S Barnes St	Nashville	NC	27856
Nash County Health Deptm Rocky Mount WIC	322 S Franklin Street	Rocky Mount	NC	27804
New Hanover County Health Dept WIC Wilmington	2029 South 17th St	Wilmington	NC	28401
Northampton Co Woodland Town Hall WIC	123 East Main St	Woodland	NC	27897

Agency Name	Ship to Address	City	State	Zip
Northampton County - Craige St / Gaston Satellite Site	221 Craige Street / 223 Craige Street	Gaston	NC	27832
Northampton County - Health Dept WIC	9495 NC Hwy 305	Jackson	NC	27845
NSB/ISU (Wake)	5601 Six Forks Rd	Raleigh	NC	27609
Onslow County Health Dept WIC - Camp LeJeune	2455 Iwo Jima Blvd	Tarawa Terrace	NC	28543
Onslow County Health Dept WIC - Jacksonville	612 College St	Jacksonville	NC	28540
Pamlico County Health Dept WIC - Bayboro	203 North Main St	Bayboro	NC	28515
Pender County Health Dept WIC - Burgaw	803 S Walker St	Burgaw	NC	28425
Pender County Health Dept WIC - Hampstead	18676 US Hwy 17	Hampstead	NC	28445
Person County Dept of Public Health WIC	355 A. S Madison Blvd	Roxboro	NC	27573
Piedmont Health Services Inc (Carrboro Comm Health Ctr) WIC	301 Lloyd Street	Carrboro	NC	27510
Piedmont Health Services Inc WIC, Hillsborough	300 West Tryon St	Hillsborough	NC	27278
Piedmont Health Services Inc WIC, Moncure	7228 Pittsboro-Moncure Rd	Moncure	NC	27559
Piedmont Health Services Inc WIC, Prospect Hill	322 Main St	Prospect Hill	NC	27314
Piedmont Health Services Inc WIC, Siler City	224 S 10th Ave	Siler City	NC	27344
Pitt County Ayden WIC	511 S. Lee St.	Ayden	NC	28513
Pitt County Farmville WIC	417 South Main Street	Farmville	NC	27828
Pitt County Health Dept WIC - main site	201 Government Circle	Greenville	NC	27834
Pitt County Vidant Medical Center WIC	2100 Stantonsburg Road	Greenville	NC	27834

Agency Name	Ship to Address	City	State	Zip
Randolph County Health Dept WIC	2222-B S Fayetteville St	Asheboro	NC	27205
Randolph County Health Dept WIC, Archdale site	213 Balfour Dr.	Archdale	NC	27263
Randolph County Health Dept WIC, Liberty site	206 N Fayetteville St	Liberty	NC	27298
Richmond County Health Dept WIC	127 Caroline St	Rockingham	NC	28379
Robeson County Health Dept WIC	460 Country Club Rd	Lumberton	NC	28360
Rowan County Health Dept WIC - Salisbury	1811 E Innes St	Salisbury	NC	28146
RPM Health District - McDowell County WIC	408 Spaulding Road	Marion	NC	28752
RPM Health District - Polk County WIC	161 Walker Street	Columbus	NC	28722
RPM Health District - Rutherford County WIC	221 Callahan-Koon Road	Spindale	NC	28160
Sampson County Health Dept WIC	360 County Complex Rd, Suite 200	Clinton	NC	28328
Scotland County Health Dept WIC	1405 West Blvd	Laurinburg	NC	28352
Stanly County - Health Dept WIC	1000 N First Street, Suite 3	Albemarle	NC	28001
Stokes Family Health Center WIC - Danbury	1009 N Main Street	Danbury	NC	27016
Stokes Family Northwest Service Center WIC - King	104 Hartgrove Road	King	NC	27021
Surry County Health and Nutrition Ctr WIC	118 Hamby Rd	Dobson	NC	27017
Swain County Health Dept WIC	545 Center St	Bryson City	NC	28713
Transylvania County Health Dept WIC	98 E Morgan St	Brevard	NC	28712
TRHD - Avery County Health Dept WIC	545 Schultz Circle	Newland	NC	28657

Agency Name	Ship to Address	City	State	Zip
TRHD - Mitchell County Health Dept WIC	130 Forest Service Drive, Suite A	Bakersville	NC	28705
TRHD - Yancey County Health Dept WIC	202 Medical Campus Drive	Burnsville	NC	28714
Union County Health Dept WIC	1224 W Roosevelt Blvd	Monroe	NC	28110
Wake County Human Services Millbrook WIC	2809 E. Millbrook Rd	Raleigh	NC	27604
Wake County Human Services SRC WIC	132 N Judd Parkway NE	Fuquay-Varina	NC	27526
Wake County Human Services WIC	10 Sunnybrook Rd, Rm 335B	Raleigh	NC	27610
Wake County Human Services WIC	1002 Dogwood Drive	Zebulon	NC	27597
Wake County Human Services, Wake Forest NRC WIC	350 E Holding Ave	Wake Forest	NC	28757
Warren County Health Dept WIC	544 W Ridgeway St	Warrenton	NC	27589
Wayne County Health Dept WIC	301 N Herman St	Goldsboro	NC	27530
Wayne County Health Dept WIC - Mount Olive	108-B West Main St	Mount Olive	NC	28365
Wayne County Health Dept WIC - Seymour Johnson AFB	Seymour Johnson AFB 1200 Wright Brothers Ave, Bldg 3602	Goldsboro	NC	27530
Wilkes County Health Dept WIC	306 College Street	Wilkesboro	NC	28697
Wilson County Health Dept WIC	1801 Glendale Dr SW	Wilson	NC	27893
Yadkin County Health Dept WIC	217 East Willow St	Yadkinville	NC	27055

**The State reserves the right to add or remove ship to locations within the State of North Carolina as necessary during the contract term and contract extensions.**

Successful Vendor should complete delivery within **seven (7)** consecutive calendar days after receipt of purchase order.

**PRESSING NEED DELIVERY**

**Vendor shall complete delivery within one (1) consecutive calendar day after receiving a pressing need order from authorized Community Nutrition Services Section staff. Any invoice for a pressing need order in which delivery fees are assessed to the Ordering Entity shall be accompanied by supporting documentation for any transportation costs included in the invoice.**

For completion by Vendor: Delivery will be made from \_\_\_\_\_ (city, state) within \_\_\_\_\_ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

#### **4.6 AUTHORIZED RESELLER**

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its bid response upon request from the agency. 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

#### **4.7 WARRANTY**

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

#### **4.8 SAMPLES/DESCRIPTIVE LITERATURE**

##### **SAMPLE**

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

##### **DESCRIPTIVE LITERATURE**

Each bid shall 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 shall be a sufficient basis for rejection of the bid, at the discretion of the State.

#### **4.9 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 Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

#### **4.10 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.

#### 4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

- ☐ Small Purchases
- ☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☐ Contract value in excess of \$1,000,000.00

#### 4.12 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 PRODUCT SPECIFICATIONS

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

#### 5.1 SPECIFICATIONS

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

Line	Description	Packaging Qty	Unit Weight
1	Homactin AA Plus Powder 15 Lemon Lime	30	1.4 oz (40 g)
2	Isovactin AA Plus Powder 15 Lemon Lime	30	1.4 oz (40 g)
3	Vilactin AA Plus Powder 15 Lemon Lime	30	1.4 oz (40 g)
4	GLYTACTIN BETTERMILK 15 orange creme	30	1.4 oz (40g)
5	GLYTACTIN BETTERMILK 15 Original	30	1.4 oz (40g)
6	GLYTACTIN BETTERMILK 15 strawberry crème	30	1.4 oz (40g)
7	GLYTACTIN BETTERMILK Original Pouch	1	780 g
8	GLYTACTIN Build 10	30	0.5 oz (15 g)

9	GLYTACTIN Build 20/20	30	1 oz (30 g)
10	GLYTACTIN BUILD 20/20 Chocolate	30	1.1 oz (32 g)
11	GLYTACTIN BUILD 20/20 Raspberry Lemonade	30	1.1 oz (31 g)
12	GLYTACTIN BUILD 20/20 Smooth	30	1.1 oz (31 g)
13	GLYTACTIN BUILD 20/20 Vanilla	30	1.1 oz (33 g)
14	GLYTACTIN COMPLETE 15 fruit frenzy	7	2.6 oz (75g)
15	GLYTACTIN COMPLETE 15 peanut butter	7	2.6 oz (75g)
16	GLYTACTIN RESTORE 10 lemon lime	12	16.2 oz (480 ml)
17	GLYTACTIN RESTORE 10 tangerine	12	16.2 oz (480 ml)
18	GLYTACTIN RESTORE lite 10 lemon lime	12	16.2 oz (480 ml)
19	GLYTACTIN RESTORE lite 10 tangerine	12	16.2 oz (480 ml)
20	GLYTACTIN RESTORE LITE Powder 10 Orange	30	0.7 oz (19g)
21	GLYTACTIN RESTORE Powder 5 Berry	60	0.7 oz (20 g)
22	GLYTACTIN RESTORE Powder 5 Orange	60	0.7 oz (20 g)
23	GLYTACTIN RTD 10 chocolate	30	8.5 fl oz (250ml)
24	GLYTACTIN RTD 10 original	30	8.5 fl oz (250ml)
25	GLYTACTIN RTD 15 chocolate	30	8.5 fl oz (250ml)
26	GLYTACTIN RTD 15 original	30	8.5 fl oz (250ml)
27	GLYTACTIN RTD Lite 15 Coffee Mocha	30	8.5 fl oz (250ml)
28	GLYTACTIN RTD Lite 15 Vanilla	30	8.5 fl oz (250ml)
29	GLYTACTIN SWIRL 15 Caramel	14	1.6 oz (44g)
30	GLYTACTIN SWIRL 15 Chocolate	14	1.6 oz (44g)
31	Tylactin Build 20	30	1 oz (28 g)
32	TYLACTIN COMPLETE 15 peanut butter	14	2.9 oz (81 g)
33	TYLACTIN RESTORE 10 citrus	12	16.2 oz (480 ml)
34	TYLACTIN RESTORE Powder - Berry	60	0.7 oz (20 g)
35	TYLACTIN RTD 15 Chocolate	30	8.5 fl oz (250ml)
36	TYLACTIN RTD 15 original	30	8.5 fl oz (250ml)

## 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.

### 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:	
Office Phone #:	
Mobile Phone #:	
Email:	

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:	
Office Phone #:	
Mobile Phone #:	
Email:	

### 6.2 CONTINUOUS IMPROVEMENT

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

### 6.3 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.**

### 6.4 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.

## **6.5 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.

## **6.6 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for ONE HUNDRED EIGHTY (180) days from the effective date of the Contract.

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

## **6.7 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.

## **6.8 ATTACHMENTS**

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

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## 7.0 ATTACHMENT A: PRICING FORM

### FURNISH AND DELIVER

Line	Description	Barcode/UPC	Packaging Qty	Unit Weight	Cost per Packaging Qty
1	Homactin AA Plus Powder 15 Lemon Lime	324359701013	30	1.4 oz (40 g)	
2	Isovactin AA Plus Powder 15 Lemon Lime	324359702010	30	1.4 oz (40 g)	
3	Vilactin AA Plus Powder 15 Lemon Lime	324359704014	30	1.4 oz (40 g)	
4	GLYTACTIN BETTERMILK 15 orange creme	324359508018	30	1.4 oz (40g)	
5	GLYTACTIN BETTERMILK 15 Original	324359350013	30	1.4 oz (40g)	
6	GLYTACTIN BETTERMILK 15 strawberry crème	324359509015	30	1.4 oz (40g)	
7	GLYTACTIN BETTERMILK Original Pouch	324359350150	1	780 g	
8	GLYTACTIN Build 10	324359353076	30	0.5 oz (15 g)	
9	GLYTACTIN Build 20/20	324359531016	30	1 oz (30 g)	
10	GLYTACTIN BUILD 20/20 Chocolate	324359314015	30	1.1 oz (32 g)	
11	GLYTACTIN BUILD 20/20 Raspberry Lemonade	324359312011	30	1.1 oz (31 g)	
12	GLYTACTIN BUILD 20/20 Smooth	324359335010	30	1.1 oz (31 g)	
13	GLYTACTIN BUILD 20/20 Vanilla	324359313018	30	1.1 oz (33 g)	
14	GLYTACTIN COMPLETE 15 fruit frenzy	804795340026	7	2.6 oz (75g)	
15	GLYTACTIN COMPLETE 15 peanut butter	804795340019	7	2.6 oz (75g)	
16	GLYTACTIN RESTORE 10 lemon lime	804795350032	12	16.2 oz (480 ml)	
17	GLYTACTIN RESTORE 10 tangerine	804795350056	12	16.2 oz (480 ml)	
18	GLYTACTIN RESTORE lite 10 lemon lime	804795350131	12	16.2 oz (480 ml)	
19	GLYTACTIN RESTORE lite 10 tangerine	804795350155	12	16.2 oz (480 ml)	
20	GLYTACTIN RESTORE LITE Powder 10 Orange	324359352079	30	0.7 oz (19g)	
21	GLYTACTIN RESTORE Powder 5 Berry	324359521079	60	0.7 oz (20 g)	
22	GLYTACTIN RESTORE Powder 5 Orange	324359522076	60	0.7 oz (20 g)	
23	GLYTACTIN RTD 10 chocolate	324359564038	30	8.5 fl oz (250ml)	
24	GLYTACTIN RTD 10 original	324359574037	30	8.5 fl oz (250ml)	
25	GLYTACTIN RTD 15 chocolate	324359544030	30	8.5 fl oz (250ml)	
26	GLYTACTIN RTD 15 original	324359584036	30	8.5 fl oz (250ml)	
27	GLYTACTIN RTD Lite 15 Coffee Mocha	324359514033	30	8.5 fl oz (250ml)	
28	GLYTACTIN RTD Lite 15 Vanilla	324359518031	30	8.5 fl oz (250ml)	

Line	Description	Barcode/UPC	Packaging Qty	Unit Weight	Cost per Packaging Qty
29	GLYTACTIN SWIRL 15 Caramel	804795360031	14	1.6 oz (44g)	
30	GLYTACTIN SWIRL 15 Chocolate	804795360017	14	1.6 oz (44g)	
31	Tylactin Build 20	324359541077	30	1 oz (28 g)	
32	TYLACTIN COMPLETE 15 peanut butter	324359540056	14	2.9 oz (81 g)	
33	TYLACTIN RESTORE 10 citrus	324359575027	12	16.2 oz (480 ml)	
34	TYLACTIN RESTORE Powder - Berry	324359551076	60	0.7 oz (20 g)	
35	TYLACTIN RTD 15 Chocolate	324359592048	30	8.5 fl oz (250ml)	
36	TYLACTIN RTD 15 original	324359592031	30	8.5 fl oz (250ml)	