

STATE OF NORTH CAROLINA

North Carolina Community College System

Invitation for Bid #: 50-2425031

Fitness Equipment & Services

Date Issued: March 18, 2026

Bid Opening Date: April 29, 2026

At 2:00PM EST

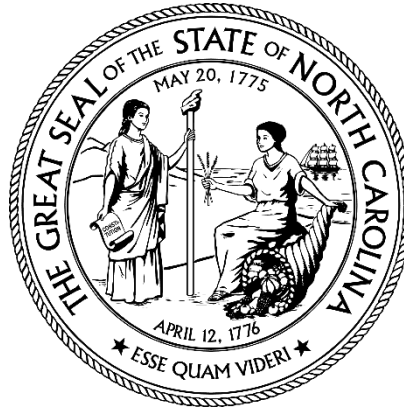
Direct all inquiries concerning this IFB to:

Latanya Davis

Procurement Specialist I

Email: davist@nccommunitycolleges.edu

Phone: 919-807-7089



STATE OF NORTH CAROLINA

Invitation for Bids

50-242-5031

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
North Carolina Community College System NCCCS)

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.	Invitation for Bids # 50-2425031
	Bids will be publicly opened: April 29, 2026
Using Agency: North Carolina Community College System	Commodity No. and Description: 4920 – Fitness Equipment
Requisition No.: N/A	

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.

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 one hundred eighty days (180) from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of NC Community College System)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to solicit competitive bids from qualified vendors to establish an Agency-Specific Term Contract for the purchase, delivery, installation, and setup of new, unused, and currently manufactured fitness equipment and related services for the 58 institutions within the North Carolina Community College System (NCCCS). Equipment and services will be procured on an as-needed basis throughout the contract period.

This contract is intended to support the diverse fitness, wellness, athletics, and academic program needs of NCCCS campuses by providing access to high-quality, reliable equipment at competitively bid pricing. Categories of equipment to be supplied under this Contract are:

- **CATEGORY A: CARDIO EQUIPMENT STANDARD CARDIO MACHINES**
- **CATEGORY B: STRENGTH EQUIPMENT**
- **CATEGORY C: FUNCTIONAL FITNESS & CROSSFIT-STYLE EQUIPMENT**
- **CATEGORY D: REHABILITATION, WELLNESS & SPECIALTY EQUIPMENT**
- **CATEGORY E: FITNESS ACCESSORIES**
- **CATEGORY F: FACILITY FURNITURE & SUPPORT ITEMS**
- **CATEGORY G: OTHER FITNESS & WELLNESS EQUIPMENT**

The North Carolina Community College System Office (NCCCSO), acting on behalf of all 58 community colleges, coordinates this procurement to streamline purchasing, promote standardization where beneficial, and ensure cost-effective acquisition across all institutions. The resulting contract is considered a **convenience contract**, except as provided under [G.S. §115D-58.14\(a\)](#) and may be utilized by any NCCCS institution at its discretion and each of which may place orders independently according to their individual needs, budgets, and facility requirements. By establishing this Term Contract, NCCCS aims to:

- Ensure statewide access to modern, safe, and durable fitness equipment.
- Provide consistent procurement processes and pricing efficiencies.
- Support institutional wellness programs, academic coursework, athletics, and public-facing fitness facilities.
- Ensure all equipment meets required safety, warranty, and performance standards.

The Community College System consists of the following colleges:

1. Alamance Community College
2. Asheville-Buncombe Technical CC
3. Beaufort County Community College
4. Bladen Community College
5. Blue Ridge Community College
6. Brunswick Community College
7. Caldwell CC & Technical Institute
8. Cape Fear Community College
9. Carteret Community College
10. Catawba Valley Community College
11. Central Carolina Community College
12. Central Piedmont Community College
13. Cleveland Community College
14. Coastal Carolina Community College
15. College of The Albemarle
16. Craven Community College
17. Davidson-Davie Community College
18. Durham Technical Community College
19. Edgecombe Community College
20. Fayetteville Technical CC
21. Forsyth Technical Community College
22. Gaston College
23. Guilford Technical Community College
24. Halifax Community College
25. Haywood Community College
26. Isothermal Community College
27. James Sprunt Community College
28. Johnston Community College
29. Lenoir Community College
30. Martin Community College
31. Mayland Community College
32. McDowell Technical Community College
33. Mitchell Community College
34. Montgomery Community College
35. Nash Community College
36. Pamlico Community College
37. Piedmont Community College
38. Pitt Community College
39. Randolph Community College
40. Richmond Community College
41. Roanoke-Chowan Community College
42. Robeson Community College
43. Rockingham Community College
44. Rowan-Cabarrus Community College
45. Sampson Community College
46. Sandhills Community College
47. South Piedmont Community College
48. Southeastern Community College
49. Southwestern Community College
50. Stanly Community College
51. Surry Community College
52. Tri-County Community College
53. Vance-Granville Community College
54. Wake Technical Community College
55. Wayne Community College
56. Western Piedmont Community College
57. Wilkes Community College
58. Wilson Community College

1.1 CONTRACT TERM

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

At 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 sixty (60) 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.

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

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 non-responsive.

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 18, 2026
Submit Written Questions	Vendor	April 1, 2026
Provide Responses to Questions	State	April 15, 2026
Submit Bids	Vendor	April 29, 2025 @ 2:00PM
Contract Award	State	TBD

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 # 50-2425031 – 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 888211-7440, 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) Vendor Response: Relative Sections – 2.2, 2.6, 2.4, 4.18,
- e) Completed version of ATTACHMENT A PRICING SUBMITTAL WORKBOOK
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 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 Services 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

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

All 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 multiple Vendors, 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 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 SUBMITTAL 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 ADDITIONAL DISCOUNT OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives, 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 spending volumes, tier pricing, rebates, additional discounts by manufacture or product type, etc. Additional Discount Offers shall be in addition to the discount bid on Discount Off items.

Volume or tier discounts, if offered, shall also be based on the published retail price list. All discounts offered shall remain in effect for the entire contract period and cannot 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. Vendor 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 proposed Additional Discount Offers as part of a Vendor’s Total Price Submittal Value. It is at the State’s sole discretion not to assign value to propose Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discount using the Additional Discount Offers within ATTACHMENT A: PRICING SUBMITTAL WORKBOOK.

4.3 PRODUCT IDENTIFICATION

MAKE AND MODEL

Manufacturer’s name and model/catalog numbers used in this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from the specifications of the identified item are required to be pointed out in its bid. Vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the identified item.

4.4 TRANSPORTATION AND IDENTIFICATION

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

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the 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 AND INSTALLATION

Vendor should complete delivery within thirty (30) consecutive calendar days after receipt of purchase order.

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.

Successful Vendor(s) shall complete delivery as indicated on ATTACHMENT A-PRICING SUBMITTAL WORKBOOK. All orders shall be delivered to the location specified by the Buyer in the Purchase Order. The specified location may include a loading dock or area inside a building. Awarded 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) if agency so requires on its purchase order.

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. The successful Vendor(s) shall notify the Buyer when one or more items in an order cannot be delivered 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 items requiring custom or complex fitting or assembly efforts due to the nature of the item may be billed under the following conditions: the amount of the installation charge is identified in Vendor’s catalogue in conjunction with the relevant item, 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.

Delivery Services

- Standard delivery
- Inside delivery
- White-glove delivery

- Delivery to multiple campus locations
- Lift-gate delivery
- Staged/phased delivery services

Installation Services

- Full assembly of all fitness equipment
- Placement per floor plan/CAD layout
- Equipment leveling and stabilization
- Console activation and firmware updates
- Electrical/network setup
- Testing and quality checks
- Removal and disposal of all debris and packaging

Optional Services

- Facility layout consultations
- 3D/CAD room planning
- Trade-in evaluation & removal of old equipment
- Extended warranties
- Equipment refresh programs
- Usage and diagnostic reporting services

H1. Delivery Requirements

The awarded Vendor shall be responsible for complete, turnkey delivery of all fitness equipment and accessories to the designated facility or facilities. Requirements include:

1. Delivery Timeline

- Delivery must occur within the timeframe specified in the purchase order or as otherwise agreed by the Agency.
- Vendor must provide a delivery schedule at least 10 business days in advance, including:
- Expected arrival date(s)
- Truck type (box truck, lift-gate, etc.)
- Number of pallets/boxes
- Any special handling requirements

2. Delivery Conditions

- All equipment must arrive new, unused, and in original manufacturer packaging.
- Packaging must be intact and show no signs of damage, including crushing, tears, punctures, or moisture exposure.
- Any damaged or missing items shall be replaced at no cost to the Agency.
- Vendor is responsible for unloading, including:
- Lift-gate service
- Inside delivery to designated rooms or storage areas
- Transport of equipment through hallways, elevators, or access paths

3. Delivery Personnel

- Vendor delivery staff must be trained, uniformed, and identifiable.
- Vendor must ensure delivery teams follow onsite safety, security, and check-in procedures.

H2. Installation Requirements

The Vendor shall provide full service, and onsite installation of all equipment. Installation must include:

1. Assembly & Setup

- Complete assembly of all equipment per manufacturer specifications. Adjustment and tightening of all bolts, joints, and connections.
- Calibration of all electronic components and cardio consoles.
- Verification that all selectorized and plate-loaded equipment moves smoothly and safely.

2. Equipment Placement

- Ensure spacing complies with safety and ADA accessibility guidelines.
- Position equipment to allow proper ventilation and safe movement around all units.
- Avoid blocking electrical outlets, emergency exits, or walkways.

3. Electrical & Network Integration

- Connection of applicable cardio equipment to:
 - Standard electrical outlets
 - Wi-Fi networks
 - Bluetooth and ANT+ systems
- Firmware updates and console activation (if applicable)

4. Post-Installation Testing

- Vendor must perform and document:
 - Equipment functionality testing
 - Safety checks, including emergency stops on cardio units
 - Console operation verification
 - Load tests on strength equipment
 - Inspection for defects, wobbling, or noise issues
- Vendor must remedy all issues before signing off with the Agency.

5. Removal of Waste & Packaging

- Vendor shall remove and dispose of all cardboard, pallets, plastic wrap, straps, and debris.
- No packaging materials shall be left onsite unless requested.

H3. Personnel Requirements Installation

- Installation team must be factory-trained or manufacturer-certified.
- Vendor must supply a supervisor or lead technician onsite during installation.
- All installation team members must have appropriate tools, PPE, and equipment-handling experience.
- Vendor must comply with all building safety procedures, including:
 - Background check requirements
 - Badging and site-access protocols
 - Use of protective floor coverings to prevent damage

H4. Post-Installation Documentation

Vendor shall provide:

- Installation Completion Report, including:
 - Serial numbers for each piece of equipment
 - Location map / floor layout showing final placement
 - Warranty registration confirmation
 - Maintenance requirements and schedules
- Operational guides for Agency staff
- Training schedule for post-installation operator training

H5. Warranty Support Following Installation

- Vendor must ensure all warranties begin on the date of installation completion.

- Vendor must provide clear instructions for requesting service under warranty.
- Response time for warranty claims shall not exceed 72 hours, unless otherwise stated.

Acceptance and approval of charges for installation of such items shall be at the sole discretion of the Buyer. Any resulting damages to the item or to other State property during the installation by the Vendor shall be repaired at the Vendor's sole expense. General set-up activities needed to make an item ready for use shall not be considered installation and shall be included in the contract price. 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.

All delivery and installation requirements for this IFB are defined in Section H (Required Services). Vendor shall comply fully with the specifications and responsibilities outlined in Sections H1 through H7, including delivery timelines, delivery conditions, installation procedures, installation personnel requirements, post-installation documentation, warranty support, and training requirements.

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.

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 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.

4.8 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.

4.9 WARRANTY

The Vendor shall state on ATTACHMENT A-PRICING SUBMITTAL WORKBOOK the warranty information for all products offered under this solicitation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the State. To the extent not superseded by the terms of this paragraph, manufacturer’s warranty shall apply.

Vendor warrants that all products furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer’s warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians’ travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not

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superseded by the terms of this paragraph, manufacturer’s warranty terms shall apply. Vendor’s warranty shall be at least the level of coverage provided for its comparable customers including:

- Parts, labor, travel included
- Manufacturer warranty registration
- Warranty claim processing
- On-site warranty repairs
- Response-time commitments

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

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? YES NO

Will the Vendor provide warranty service? YES NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Contact Person (phone number): _____

Contact Person (email): _____

4.10 MAINTENANCE OPTION

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer’s published specifications and those of this IFB. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred. Except as specifically provided for elsewhere herein, Services shall be provided during normal working hours (8:00 AM EST to 5:00 PM EST weekdays), except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year including:

- Preventive maintenance (monthly, quarterly, semi-annual, annual)
- Emergency repair services
- Replacement of worn or defective parts
- Lubrication, calibration, and diagnostic testing
- Console software support
- Belt replacement and adjustment (treadmills)
- Strength equipment cable replacement
- Upholstery repair or replacement
- Service logs and maintenance reports

The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING of this IFB, if applicable.

Vendor shall state response time, telephone, information, and location from which service will be provided.

Maximum response time to this location after receipt of service call: _____ hours

Bidder has toll-free number for service calls: YES NO

If yes, state toll-free number: _____

Bidder will accept collect call for service. YES NO

State telephone number: _____

Address of service facility: _____

4.11 TRAINING

If required by the Using Agency, the Vendor shall provide qualified representative(s) to instruct owners' operators in the proper operation, safety issues, routine maintenance, troubleshooting and service based on the complexity of the equipment including:

- Onsite operator training for faculty/staff
- Safety training
- Orientation for equipment maintenance procedures
- Training documentation and quick-start guides
- Virtual or recorded training sessions

Training shall be coordinated with the agency.

4.12 MAINTENANCE MANUAL

The Vendor shall provide with the delivery of each piece of equipment an operation and maintenance manual, and a copy of all warranties.

4.13 INSTRUCTION MANUALS

Vendor shall furnish to the Buyer a hard copy or electronic copy of the complete set of instruction manuals for the products supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable. If available, Vendor shall supply such information electronically with the order or shall direct the Buyer to where the information can be found on the Internet.

4.14 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has supplied the same or similar 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.

4.15 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.

4.16 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.

4.17 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

4.18 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.19 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

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

Vendor registered with the North Carolina Secretary of State: Yes No

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

Each Vendor shall offer the manufacturer’s complete product line for the categories shown. Items must be available at the percent discount off of the Manufacturer’s Standard Retail Price (MSRP) or other manufacturer’s current published price listing (List Price, Suggested Retail Price, etc.) as referenced for each line item’s category.

CATEGORY A: CARDIO EQUIPMENT STANDARD CARDIO MACHINES

- Treadmills
- Elliptical trainers (rear-drive, front-drive, center-drive)
- Upright bikes
- Recumbent bikes
- Spin/indoor cycles
- Rowing machines (air, magnetic, water)
- Stair climbers
- StepMills / revolving stair steppers
- Adaptive motion trainers (AMT)
- Arc trainers
- Ski erg machines
- Air bikes (fan resistance bikes)

Cardio Console Features (where applicable)

- Touchscreen displays
- TV/audio integration
- Bluetooth & ANT+ connectivity
- WiFi connectivity
- Heart rate monitoring systems
- USB charging ports
- Preloaded workout programs
- Networkable consoles for cloud-based tracking

CATEGORY B: STRENGTH EQUIPMENT

Selectorized Machines

(Each machine typically listed as its own line item category)

- Chest press
- Shoulder press
- Lat pulldown
- Seated row
- Pec fly / rear delt
- Leg press
- Leg extension
- Leg curl (seated or prone)
- Abdominal crunch
- Back extension
- Hip abductor
- Hip adductor
- Multi-press machines
- Smith machines (counterbalanced and non-counterbalanced)
- Functional trainers / cable crossover machines
- Dual-function combo units (e.g., Lat pulldown/low row)

Plate-Loaded Strength Machines

- Chest press
- Incline/decline press
- Row
- Leg press
- Hack squat
- Standing calf raise
- Seated calf raise
- Leg extension / curl plate-loaded variations
- Jammer press
- Squat machines
- Belt squat machines

Free Weights

- Dumbbells (rubber, urethane, hex, round)
- Barbells (Olympic, fixed barbells, curl bars)
- Bumper plates

(Subcategories)

- Olympic weight plates (Subcategory)
- Kettlebells (Subcategory)

- Medicine balls (rubber, wall ball, slam ball) (Subcategory)
- Adjustable dumbbell systems (Subcategory)
- Weightlifting platforms (Subcategory)
- Power racks (Subcategory)
- Squat racks (Subcategory)
- Half racks (Subcategory)
- Bench press stations (Subcategory)
- Adjustable benches (Subcategory)
- Flat/incline/decline benches (Subcategory)

CATEGORY C: FUNCTIONAL FITNESS & CROSSFIT-STYLE EQUIPMENT

- Battle ropes
- Sleds & turf sleds
- Sledgehammers
- Plyometric boxes (soft, wood, stackable)
- Sandbags
- Weighted vests
- Suspension training systems (e.g., TRX)
- Resistance bands & tubing
- Agility ladders
- Hurdles
- Parallette bars
- Climbing ropes
- Wall-mounted or freestanding rig systems
- Medicine ball rebounders
- Slam balls
- Grip trainers
- Climbing pegboards

CATEGORY D: REHABILITATION, WELLNESS & SPECIALTY EQUIPMENT

- Stretch trainers
- Rehabilitation resistance bands
- Balance boards BOSU trainers
 - Foam rollers (Subcategory)
 - Massage guns & recovery tools (Subcategory)
 - Flexibility equipment (Subcategory)
 - Rehabilitation treadmills (low speed, extended rails) (Subcategory)
 - Anti-gravity treadmills (if included by agency needs) (Subcategory)
 - Recumbent cross trainers for PT (Subcategory)
 - Upper body ergometers (UBE) (Subcategory)

CATEGORY E: FITNESS ACCESSORIES

- Yoga mats
- Exercise mats
- Jump ropes
- Mat racks

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- Stability balls
- Fitness steps
- Aerobic bars
- Cones & markers
- Speed chutes
- Training belts
- Chalk & chalk bowls
- Storage racks (dumbbell racks, plate trees, barbell holders, kettlebell racks)
- Floor protective tiles
- Glute/hip bands
- Ab wheels

CATEGORY F: FACILITY FURNITURE & SUPPORT ITEMS

- Fan systems
- Equipment disinfecting wipes & wipe dispensers
- Mats for under cardio machines
- Locker room fitness accessories (if applicable)
- Clocks and timers (HIIT timers, interval timers)

CATEGORY G: OTHER FITNESS & WELLNESS EQUIPMENT

- Other Fitness & Wellness Equipment not listed in the categories above

5.2 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.

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.

NCCCS Contract Manager Point of Contact	
Name:	Latanya Davis
Office Phone #:	919-807-7089
Mobile Phone #:	N/A
Email:	davist@nccommunitycolleges.edu

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

CONTRACT MANAGER AND CUSTOMER SERVICE

Vendor Customer Service Point of Contact	
Name	
Office Phone #:	
Mobile Phone #:	
Email:	

Vendor Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.1 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.

6.2 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Contract Usage Management Reports to the designated Contract Lead on an annual basis. This report shall include, at a minimum, information concerning items purchased, manufacturer product description, purchased quantities, List Price, price paid, manufacturer name, unit of measure, any additional delivery charges such as specialty packaging or overnight delivery, ordering entity, delivery location, order date, and shipment date for consumables and delivery date for nonroutine consumables and submitted to the Contract Specialist. Vendor shall include all issues identified by the Vendor related to Vendor performance or to the State’s usage of the Contract. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

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 RETURN/RESTOCKING POLICY

Vendor shall accept merchandise returns from users for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to users, whichever a user requests, within thirty (30) business days on all returns of ordered products that are in original packaging and in re-sellable conditions. Vendor shall not impose a restocking fee on users for merchandise that has been returned, unless it is a specialty item and the user has been notified, at the time of placement of order, of the potential restocking fee.

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Vendor or product performance, shall be returned at Vendor's expense within five (5) business days after receipt of notification from the Ordering Entity; with no restocking charge.

6.6 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.

6.7 OUT-OF-STOCK & 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.

6.8 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for the **first year** 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.

6.9 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.

6.10 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

Post award product substitutions are not permitted without prior written approval from the NCCCS Contract Administrator. Proposed substitutions shall be at 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 products included in this IFB are expected to cover the NCCC’s needs for the term of the Contract. In the case that the NCCC’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 an awarded Vendor in the product category if such products have been duly qualified through PRODUCT SPECIFICATIONS. The price for these added products will be mutually agreed to by the State and the Vendor but shall be assumed to be offered for at least a discount similar to what the Vendor has bid on similar products listed in the IFB. The State may remove products from this Contract at its discretion in accordance with the General Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS. A Vendor may request additions to the contract from time to time, and it is the Vendor’s responsibility to submit documentation sufficient to demonstrate that the requested addition meets all relevant requirements of this IFB. This paragraph shall not be construed as implying that the State must or will add any product to the contract, regardless of qualification under the PRODUCT SPECIFICATIONS.

6.11 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>

The remainder of this page is intentionally left blank

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB, which can be found at the following link OR in the table below:
(Modify.as.nEEDED)
(ENTER.LINK.OR.TABLE.HERE)

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media-70069-open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://www.doa.nc.gov/pandc-onlineforms-pc_certification_financial_condition_93687_pdf-open

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****