



STATE OF NORTH CAROLINA

DEPARTMENT OF ADMINISTRATION,

DIVISION OF PURCHASE & CONTRACT

Invitation for Bid #: DPC-1502912540-SL

Floor Covering and Installation Services

Date Issued: May 7, 2025

Bid Opening Date: June 9, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Sarah Lyons

State Procurement Specialist III

E-mail: Sarah.Lyons@doa.nc.gov

Phone: 984-236-0217



STATE OF NORTH CAROLINA

Invitation for Bid

DPC-1502912540-SL

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. If you do not have a Vendor number, register at <https://vendor.ncgov.com/vendor/login>

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

<u>ALL</u> correspondence with vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Section 2.4	Invitation for Bid #: DPC-1502912540-SL
	Bids will be publicly opened: June 9, 2025 @ 2:00 PM ET
For Statewide Use of All State Entities	Commodity # and Description: 301617 Flooring
STC #: 3016A	

EXECUTION

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

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:		
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:		
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

VALIDITY PERIOD

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

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded on date of _____ as indicated,

by _____.

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

TABLE OF CONTENTS

- 1.0 PURPOSE AND BACKGROUND5**
 - 1.1 CONTRACT TERM6
 - 1.2 ESTIMATED SPEND6
- 2.0 GENERAL INFORMATION.....6**
 - 2.1 INVITATION FOR BID DOCUMENT6
 - 2.2 E-PROCUREMENT FEE.....6
 - 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS7
 - 2.4 IFB SCHEDULE7
 - 2.5 URGED AND CAUTIONED PRE-BID CONFERENCE.....7
 - 2.6 BID QUESTIONS.....8
 - 2.7 BID SUBMITTAL.....8
 - 2.8 BID CONTENTS9
 - 2.9 ALTERNATE BIDS10
 - 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....10
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS10**
 - 3.1 METHOD OF AWARD10
 - 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION10
 - 3.3 BID EVALUATION PROCESS11
 - 3.4 PERFORMANCE OUTSIDE THE UNITED STATES.....12
 - 3.5 INTERPRETATION OF TERMS AND PHRASES12
- 4.0 REQUIREMENTS12**
 - 4.1 PRICING12
 - 4.2 ESTIMATED QUANTITIES.....13
 - 4.3 ADDITIONAL SAVINGS OFFERS/REBATES.....13
 - 4.4 PRODUCT IDENTIFICATION13
 - 4.5 ORDERING INSTRUCTIONS.....14
 - 4.6 TRANSPORTATION AND IDENTIFICATION14
 - 4.7 DELIVERY AND INSTALLATION14
 - 4.8 DESIGN AND OPTIONAL VALUE-ADDED SERVICES.....15
 - 4.9 ON-TIME DELIVERY RATE.....16
 - 4.10 DEFECTIVE PRODUCTS16
 - 4.11 PRODUCT RECALL.....16
 - 4.12 OUT-OF-STOCK, BACK-ORDERS, AND OTHER DELAYS.....16
 - 4.13 QUALITY ACCEPTANCE INSPECTION16
 - 4.14 WORKSITE DAMAGES16
 - 4.15 AUTHORIZED DEALERS17
 - 4.16 STANDARDS, COMPLIANCE AND LICENSING17
 - 4.17 WARRANTY.....18
 - 4.18 INSTALLATION AND LABOR WARRANTY GUARANTEE.....18
 - 4.19 VENDOR'S PUBLISHED CATALOG & LISTS.....18

- 4.20 HUB PARTICIPATION18
- 4.21 REFERENCES.....18
- 4.22 SUSTAINABILITY EFFORTS18
- 4.23 RETURN POLICY.....19
- 4.24 VENDOR’S REPRESENTATIONS.....19
- 4.25 FINANCIAL STABILITY19
- 4.26 INSURANCE REQUIREMENTS MODIFICATION19
- 4.27 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS.....20
- 4.28 SECRETARY OF STATE REGISTRATION20
- 4.29 SUBCONTRACTOR20

- 5.0 SCOPE OF WORK AND SPECIFICATIONS.....20
 - 5.1 CUSTOMER SERVICES21
 - 5.2 SPECIFICATIONS21
 - 5.3 GEOGRAPHIC COVERAGE.....21
 - 5.4 STATE BUILDING FLOORING PROJECTS.....22
 - 5.5 NON-STATE BUILDING FLOORING PROJECTS22
 - 5.6 DEVIATIONS.....22

- 6.0 CONTRACT ADMINISTRATION22
 - 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE.....23
 - 6.2 ELECTRONIC PRODUCT CATALOG.....23
 - 6.3 CONTRACT BUSINESS REVIEW MEETINGS.....23
 - 6.4 CONTINUOUS IMPROVEMENT24
 - 6.5 PERIODIC QUARTERLY SPEND REPORTS24
 - 6.6 ACCEPTANCE OF WORK25
 - 6.7 INVOICES25
 - 6.8 DISPUTE RESOLUTION25
 - 6.9 PRODUCT RECALL.....25
 - 6.10 POST AWARD PRODUCT SUBSTITUTION, ADDITIONS, & REMOVALS26
 - 6.11 PRICE ADJUSTMENTS.....26
 - 6.12 CONTRACT CHANGES26
 - 6.13 TAXES26
 - 6.14 ATTACHMENTS26

1.0 PURPOSE AND BACKGROUND

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

The State through the Department of Administration (DOA) Division of Purchase & Contract (P&C) is seeking qualified vendors to establish a Statewide Term Contract to furnish and deliver the State’s requirements for Floor Coverings and Installation Services throughout the State of North Carolina, on an “As Needed” basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period. Vendor offerings must meet one (1) or more of the following categories:

- CATEGORY A:** Vinyl (Sheet, Vinyl Composition Tile (VCT), Luxury Vinyl Tile (LVT), Luxury Vinyl Planks (LVP)
- CATEGORY B:** Rubber
- CATEGORY C:** Resilient (not covered in Category A & B)
- CATEGORY D:** Ceramic
- CATEGORY E:** Porcelain
- CATEGORY F:** Carpet
- CATEGORY G:** Carpet Tile
- CATEGORY H:** Engineered Wood
- CATEGORY I:** Hardwood
- CATEGORY J:** Laminate
- CATEGORY K:** Sports Flooring
- CATEGORY L:** Resin (PMMA, Polyurethane, Epoxy)
- CATEGORY M:** Flooring Hybrids (Wood Plastic Composite (WPC), Stone Plastic Composite (SPC), Stone Wood Composite (SWC)
- CATEGORY N:** Ancillary Items (Supplies related to the removal and installation of flooring materials)

To comply with Governor Cooper’s Executive Order 80 (October 2018), North Carolina’s Commitment to Address Climate Change and Transition to a Clean Energy Economy, the contract resulting from this solicitation intends to focus on incorporating sustainable floor covering products and services that reduce environmental impact through responsible material sourcing, waste reduction, energy-efficient manufacturing, and promoting circular economy principles. Additionally, integrating recognized green certifications, low-emission products, and sustainable installation practices will help meet the goals set forth in the executive order while contributing to North Carolina’s broader climate and clean energy goals.

The State is seeking bid responses from Flooring Material manufacturers only, which the State will contract with directly. Authorized resellers, distributors, or wholesalers are not eligible to respond to this Solicitation, and any response from such entities shall be rejected as non-responsive. Awarded manufacturers shall be responsible for providing a complete turnkey service to furnish, deliver, and install Flooring Materials. A manufacturer may use authorized dealers/installers, designated by the manufacturer, to perform services under this contract.

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

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

State owned building flooring projects with State Agency entities will require partnership with their Facility Management Office when modifying a State Building. "State buildings," as defined by NC GS § 143-336, refers to all State buildings, utilities, and other property developments except the State Legislative Building, railroads, highway structures, bridge structures, and any buildings, utilities, or property owned or leased by the North Carolina Global TransPark Authority. No authorization is provided through this contract to allow for building modifications and/or electrical services.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the "Effective Date") or June 10, 2025, whichever is later.

At any time during the contract period the State may conduct an Open Enrollment process by posting a solicitation in the Ariba Sourcing Tool for the purpose of adding new manufacturer(s) to the contract, to provide a wide coverage of Goods. The awarded Vendors will remain on the contract for the duration of the contract term unless terminated for convenience.

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 one (1) additional two-year term. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

1.2 ESTIMATED SPEND

Based on historical data, the State has purchased approximately \$17.5M worth of Flooring Materials from 2021 - 2024 under the current contract.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

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

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

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	May 7, 2025
Hold Urged and Cautioned Pre-Bid Conference	State	May 13, 2025
Submit Written Questions	Vendor	May 19, 2025
Provide Responses to Questions	State	June 2, 2025
Submit Bids	Vendor	June 9, 2025 @ 2:00 PM ET
Intended Contract Award	State	TBD

2.5 URGED AND CAUTIONED PRE-BID CONFERENCE

Urged and Cautioned Pre-Bid Conference

Date: May 13, 2025
 Time: 10:00 AM Eastern Time
 Location: **Microsoft Teams** [Need help?](#)
[Join the meeting now](#)
 Meeting ID: 220 813 283 001 4
 Passcode: mE9q68zk

Dial in by phone
 +1 984-204-1487,,520350731# United States, Raleigh
[Find a local number](#)

Phone conference ID: 520 350 731#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 112 406 514 8

[More info](#)

Contact: Sarah Lyons
Contact #: 984-236-0217

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

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

2.6 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “IFB # DPC-1502912540-SL– Questions” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.7 BID SUBMITTAL

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

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

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

Tips for Using the Sourcing Tool

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

2.8 BID CONTENTS

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

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

- a) 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 (Sections 4.15 Authorized Dealers, 4.17 Manufacturer Warranty, 4.23 Sustainability Efforts, 4.29 Secretary of State Registration, 5.3 Geographic Coverage, 6.1 Contract Manager and Customer Service)
- e) Completed version of ATTACHMENT A: PRICING 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
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- k) Completed version of VENDOR SUSTAINABILITY EFFORTS ATTACHMENT

2.9 ALTERNATE BIDS

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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

ANSI: American National Standards Institute

ASTM: American Society for Testing and Materials

LEED: Leadership in Energy and Environmental Design

VOC: Volatile Organic Compounds

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

Percentage Off Manufacturer Suggested Retail Price (MSRP)

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

It is the State's intent to have multiple manufacturers' products represented in each of the fourteen (14) categories, but the State plans to make only one (1) award in each category per manufacturer. Products offered must currently be available on the manufacturer's published MSRP. **Submission of manufacturer's price schedules developed specifically for this Bid WILL result in disqualification from award consideration.**

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead 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 procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

Bid prices shall be based on a percentage discount off the current manufacturer’s suggested retail price (MSRP) or other manufacturer’s current published price listing (List Price, Suggested Retail Price, etc.) for each category. Any price list other than a manufacturer’s current published price list is unacceptable. A discount should be provided for each category shown in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK where the manufacturer offers a product. If a manufacturer does not offer a product in one or more of the listed categories, those categories may be left blank. A separate discount may be offered for each line item in each category or a single discount may be offered for the entire category.

Newly Implemented Import Tariff (Temporary Surcharge)

Pricing shall be exclusive of any implemented or pending tariffs. Any tariffs associated with purchases shall be provided by way of a percentage tariff surcharge. All tariffs proposed are intended to be temporary, based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK.

The Vendor will demonstrate reasonableness of price by offering the percentage discount to North Carolina that is the same or better than provided in a current contract to similarly situated governmental entities (i.e. other State contracts, GSA, NASPO ValuePoint, Veteran’s Administration, Department of Defense, or other governmental entities). If the Vendor is unable to offer the percentage discount to NC that is the same or better than given to other similarly situated governmental entities, Vendor shall include with the response a brief explanation as to why they are unable to do so. The State reserves the right to request further information such as copies of other governmental contracts, to determine the reasonableness of the price offered.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous four (4) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 ADDITIONAL SAVINGS OFFERS/REBATES

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

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

Rebates: If a rebate is offered, it will be based on reported sales, on a quarterly basis (see Section 6.6 QUARTERLY REPORTS). The Vendor shall submit the rebate amount due by check with the “Contracts Number,” “Report Amount,” and “Report Period” on either the check stub or other remittance materials. The payment shall be made by check as described herein.

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

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

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

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

4.4 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

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

4.5 ORDERING INSTRUCTIONS

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

Vendor number

- 2. Vendor business name
- 3. General description of Flooring Material
- 4. Style name
- 5. Style number
- 6. NC Pricing
- 7. Quantity ordered
- 8. Supplies cost
- 9. Installation cost
- 10. Total price

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

If a Vendor receives a PO for flooring for which they were not awarded, the Vendor must notify the Buyer and the Contract Administrator and return the PO to the Buyer within three (3) business days.

4.6 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.

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.

4.7 DELIVERY AND INSTALLATION

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

Vendor shall complete delivery as indicated on ATTACHMENT A: PRICING SUBMITTAL WORKBOOK.

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

Standard Delivery shall be made to the location specified by the Buyer in the Purchase Order and ready for use.

Inside means any location within a State user's occupied building.

Ready for use means product is unpacked, assembled, inspected and free of patent defects or damage.

Vendor must anticipate and make necessary arrangements for access to the delivery location considering presence and availability of elevators, steps, parking and hours of operation.

Vendor shall furnish all necessary transportation, materials, and supplies as may be required to deliver, install and set-in place ready for owner's use flooring materials and related supplies.

Installation of flooring materials shall be provided as a separate line item quote and billed under the following conditions:

1. the amount of the installation charge is identified in Vendor's catalog in conjunction with the flooring materials and related supplies,
2. the Buyer is provided an option to affirmatively accept or decline installation services at the time of ordering, and
3. any approved charge is listed as a separate line item on the purchase order and invoice.

Vendor shall be responsible for the removal and disposal of all packaging materials, and any other debris resulting from the installation of the flooring materials and related supplies from the Buyer's location.

If asbestos-containing materials or other hazardous substances are discovered during the removal of existing flooring, the vendor must immediately stop work and notify the Buyer to implement necessary safety measures to secure the area. Any asbestos removal must be managed through a separate procurement, using normal procurement policy.

Acceptance and approval of charges for installation of items not related to the flooring 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 flooring material ready for use (such as moving furniture, relocation insertion of adjustable shelves into a bookcase or placing a desk chair onto its pedestal) shall not be considered installation and shall be included in the contract price.

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

Should installation be included in a project and approved by the Buyer, delivery shall not be considered to have occurred until installation has been completed. 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.

4.8 DESIGN AND OPTIONAL VALUE-ADDED SERVICES

Design services offered by the Vendor shall be accepted and approved at the sole discretion of the Buyer after negotiation and agreement on any applicable fee. All design fees shall be listed as a separate line item on the purchase order and invoice. Note all State Entities residing in a State-owned building are required to partner with the Procurement Entity's Facility Management for any required reviews and approvals of design, building modifications, or electrical work, prior to any work being completed.

Vendors may provide Value-Added Services along with description and pricing offered on the ATTACHMENT A: PRICING SUBMITTAL WORKBOOK. During the award process, the State has the option to negotiate the services being offered. Please be advised that any value-added services offered are optional and will not be included in the bid evaluation process; however, they may be taken

into consideration at the State's discretion. The State does not imply or intend that any value-added service will be deemed acceptable.

4.9 ON-TIME DELIVERY RATE

The Vendor shall maintain an on-time shipment rate of at least 95% of orders being shipped within delivery terms. On-time shipment is defined as shipping all ordered items to the receiving point designated by the Buyer within the shipping time required in Section 4.7 DELIVERY AND INSTALLATION. The on-time shipping rate is calculated using the following formula:

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

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

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

4.10 DEFECTIVE PRODUCTS

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

4.11 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Contract Manager at the State's Division of Purchase & Contract of any product recall in accordance with the applicable State or Federal regulations. The Vendor shall support the Contract Manager in necessary follow-up with State entities that have purchased recalled products to replace, at no cost to the State, any such products promptly.

4.12 OUT-OF-STOCK, BACK-ORDERS, AND OTHER DELAYS

The Vendor shall notify the Buyer when one (1) or more items in an order cannot be delivered within the time specified. After notification to Buyer by Vendor of a fulfillment delay of one or more items in the order, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, to the extent that the notice of cancellation occurs before Buyer is notified that the delayed item or other cancelled items in the order have shipped.

4.13 QUALITY ACCEPTANCE INSPECTION

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

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

4.14 WORKSITE DAMAGES

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

4.15 AUTHORIZED DEALERS

An awarded Vendor may utilize approved, Authorized Dealers, to participate as alternate distribution sources for the Vendor. Authorized Dealers may be added at any time during the contract term at the discretion of the Vendor, provided that they agree to comply with all terms and conditions of the awarded contract, with no set minimum or maximum number of Authorized Dealers that may be approved. Such participation is subject to the following conditions:

Designation of Authorized Dealer(s)

Vendor shall specify whether orders must be placed directly with Vendor or may be placed directly with Authorized Dealer(s). If Authorized Dealer(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, Vendor must provide P&C, a list of those designated authorized dealers by providing a list of the Manufacturer’s Authorized Dealers in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK. P&C will require a vendor registration process for all Vendors recommended for contract award and their authorized dealers through the E-Procurement System. Authorized Dealers must register as an e-Procurement vendor with the State of North Carolina upon contract award and must comply with all terms and conditions of this IFB. Vendors and authorized dealers can register through the electronic Vendor Portal here: <https://evp.nc.gov/>. Awarded Vendors remain responsible for contract compliance by its Authorized Dealers, and neither an order placed with, or items delivered by, a Vendor’s Authorized Dealer shall relieve the Vendor from any obligation under this contract.

Will Vendor maintain Authorized Dealers: Yes No

List of Authorized Dealers provided: Yes No

All dealers proposed for the project must be directly authorized, trained, or certified by the manufacturer of the specified floor covering product. Certification must be current and verifiable at the time of bid submission and throughout the course of the contract.

Modifications in Authorized Dealer List

If a Vendor allows Authorized Dealers to participate in the Contract, post-award requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted to P&C’s Contract Manager for prior approval.

4.16 STANDARDS, COMPLIANCE AND LICENSING

Vendor/Dealer/Installer must adhere to all local, state, and federal building codes and regulations. NCGS § 143-139 requires floor covering installations (renovations) to comply with North Carolina Building Code (NCBC), which adopts International Building Code (IBC). (Section 101C of the State Construction Manual)

Flooring materials must meet or exceed fire resistance standards (e.g., ASTM E648, NFPA 253).

Vendor/Dealer/Installers must be in compliance with OSHA regulations.

Flooring materials must meet or exceed ADA standards for accessibility.

Materials should be certified to ASTM and ANSI standards. Materials must meet or exceed durability and environmental standards, with a focus on low-VOC and sustainable options. LEED certification may be required for green building projects.

Installations must follow industry best practices and manufacturer guidelines (e.g., Carpet Rug Institute (CRI), Resilient Floor Covering Institute (RFCI), Tile Council of North America (TCNA).

Vendor/Dealer/Installer must adhere to NCGS § 87-1 and 87-10. Vendors must ensure compliance with building codes, safety standards, and licensing requirements while performing installations. No work may be completed without appropriate approval and licensing.

4.17 WARRANTY

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

4.18 INSTALLATION AND LABOR WARRANTY GUARANTEE

In the event that a defect in workmanship or installation is found during the warranty period, the manufacturer/authorized dealer agrees to repair or replace the affected installation or labor at no cost to the state.

4.19 VENDOR'S PUBLISHED CATALOG & LISTS

As a result of this Contract, Vendors shall provide its entire catalog of products. By definition, a Vendor's catalog as a result of this effort, is a Vendor's full line of products within the awarded scope that is consistent with what is offered on its punch-out catalog site. The State deems the right to determine the completeness of the coverage of a Vendor's catalog. **The Vendor's catalog must be submitted with its bid by providing a link to the Vendor's Catalog in ATTACHMENT A: PRICING WORKBOOK.**

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

- a. Detailed Manufacturer's Item Description
- b. Manufacturer
- c. Manufacturer Product #
- d. Manufacturer List Price
- e. UOM
- f. Number of Items per UOM
- g. Internet link to the product if available

4.20 HUB PARTICIPATION

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

4.21 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 category(ies) of flooring offered. References shall not be from the same company or from the soliciting State entity. 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.

4.22 SUSTAINABILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe in the VENDOR SUSTAINABILITY EFFORTS ATTACHMENT how environmental

requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product’s environmental/sustainability attributes, packaging and recycling of spent products. Such information, if applicable, will be made available to state entities and may be used to aid them in their selection of floor covering purchased.

4.23 RETURN POLICY

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

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

4.24 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.

4.25 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.

4.26 INSURANCE REQUIREMENTS MODIFICATION

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

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

4.27 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

4.28 SECRETARY OF STATE REGISTRATION

Upon notification of award, the selected Vendor(s) shall complete registration with the NC Secretary of State and shall furnish evidence of filing to the Procurement Lead. Failure to provide proof of registration will result in the removal as a selected Vendor(s) from the contract award. Note that any prolonged (longer than ten (10) business days) notification of evidence of filing may result in a disqualification for 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

If yes, provide your NC SOS ID: _____

4.29 SUBCONTRACTOR

In the event that the Vendor desires to subcontract some part of the work specified herein, such as installation services, 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. Requests to add or delete subcontractors or to modify subcontractor information must be submitted to P&C’s Contract Manager for prior approval.

5.0 SCOPE OF WORK AND SPECIFICATIONS

The below specifications and requirements are drawn around product(s) which the State has evaluated and determined that the size, construction, design layout, special features and performance are necessary. Vendors are requested to offer only comparable floor coverings which will provide the features and performance needed and implied. Floor covering products provided to the State shall perform satisfactory for the use designated herein and shall at least meet the criteria listed in this IFB per the categories referenced in Section 5.3. Floor covering products furnished by a Vendor shall be new, without refurbished or previously used components, manufactured with first quality materials and workmanship and generally recognized within the flooring industry as commercially acceptable products. The State reserves the right to determine this recognition and the acceptability of the products that are proposed to be furnished under any and all awarded Contract(s) as a result of this IFB.

This solicitation applies only to floor coverings in the identified categories. Bids for floor coverings in other, related categories will not be accepted. The State will evaluate its needs for additional floor covering categories and may issue additional solicitations in the future.

5.1 CUSTOMER SERVICES

Key principles and strategies to deliver customer service in the context of floor coverings shall be provided by the vendor during the contract period. Information to include but not limited to:

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

The information provided will be used for informational purposes only and will not be used in the evaluation of the Vendor’s bid response.

5.2 SPECIFICATIONS

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

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

- CATEGORY A:** Vinyl (Sheet, Vinyl Composition Tile (VCT), Luxury Vinyl Tile (LVT), Luxury Vinyl Planks (LVP)
- CATEGORY B:** Rubber
- CATEGORY C:** Resilient (not covered in Category A & B)
- CATEGORY D:** Ceramic
- CATEGORY E:** Porcelain
- CATEGORY F:** Carpet
- CATEGORY G:** Carpet Tile
- CATEGORY H:** Engineered Wood
- CATEGORY I:** Hardwood
- CATEGORY J:** Laminate
- CATEGORY K:** Sport Flooring
- CATEGORY L:** Resin (PMMA, Polyurethane, Epoxy)
- CATEGORY M:** Flooring Hybrids (Wood Plastic Composite (WPC), Stone Plastic Composite (SPC), Stone Wood Composite (SWC)
- CATEGORY N:** Ancillary Items (Supplies related to the removal and installation of flooring materials)

5.3 GEOGRAPHIC COVERAGE

The Vendor should provide coverage for all 100 North Carolina Counties. Vendor shall use the below to indicate which NC Counties they do provide coverage in.

Vendor can provide coverage in the following NC Counties (check all that apply):

- All 100 NC Counties
(Selecting this box is equal to checking all boxes below)

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Alamance County | <input type="checkbox"/> Cumberland County | <input type="checkbox"/> Johnston County | <input type="checkbox"/> Randolph County |
| <input type="checkbox"/> Alexander County | <input type="checkbox"/> Currituck County | <input type="checkbox"/> Jones County | <input type="checkbox"/> Richmond County |
| <input type="checkbox"/> Alleghany County | <input type="checkbox"/> Dare County | <input type="checkbox"/> Lee County | <input type="checkbox"/> Robeson County |
| <input type="checkbox"/> Anson County | <input type="checkbox"/> Davidson County | <input type="checkbox"/> Lenoir County | <input type="checkbox"/> Rockingham County |
| <input type="checkbox"/> Ashe County | <input type="checkbox"/> Davie County | <input type="checkbox"/> Lincoln County | <input type="checkbox"/> Rowan County |
| <input type="checkbox"/> Avery County | <input type="checkbox"/> Duplin County | <input type="checkbox"/> McDowell County | <input type="checkbox"/> Rutherford County |
| <input type="checkbox"/> Beaufort County | <input type="checkbox"/> Durham County | <input type="checkbox"/> Macon County | <input type="checkbox"/> Sampson County |
| <input type="checkbox"/> Bertie County | <input type="checkbox"/> Edgecombe County | <input type="checkbox"/> Madison County | <input type="checkbox"/> Scotland County |
| <input type="checkbox"/> Bladen County | <input type="checkbox"/> Forsyth County | <input type="checkbox"/> Martin County | <input type="checkbox"/> Stanly County |
| <input type="checkbox"/> Brunswick County | <input type="checkbox"/> Franklin County | <input type="checkbox"/> Mecklenburg County | <input type="checkbox"/> Stokes County |
| <input type="checkbox"/> Buncombe County | <input type="checkbox"/> Gaston County | <input type="checkbox"/> Mitchell County | <input type="checkbox"/> Surry County |
| <input type="checkbox"/> Burke County | <input type="checkbox"/> Gates County | <input type="checkbox"/> Montgomery County | <input type="checkbox"/> Swain County |
| <input type="checkbox"/> Cabarrus County | <input type="checkbox"/> Graham County | <input type="checkbox"/> Moore County | <input type="checkbox"/> Transylvania County |
| <input type="checkbox"/> Caldwell County | <input type="checkbox"/> Granville County | <input type="checkbox"/> Nash County | <input type="checkbox"/> Tyrrell County |
| <input type="checkbox"/> Camden County | <input type="checkbox"/> Greene County | <input type="checkbox"/> New Hanover County | <input type="checkbox"/> Union County |
| <input type="checkbox"/> Carteret County | <input type="checkbox"/> Guilford County | <input type="checkbox"/> Northampton County | <input type="checkbox"/> Vance County |
| <input type="checkbox"/> Caswell County | <input type="checkbox"/> Halifax County | <input type="checkbox"/> Onslow County | <input type="checkbox"/> Wake County |
| <input type="checkbox"/> Catawba County | <input type="checkbox"/> Harnett County | <input type="checkbox"/> Orange County | <input type="checkbox"/> Warren County |
| <input type="checkbox"/> Chatham County | <input type="checkbox"/> Haywood County | <input type="checkbox"/> Pamlico County | <input type="checkbox"/> Washington County |
| <input type="checkbox"/> Cherokee County | <input type="checkbox"/> Henderson County | <input type="checkbox"/> Pasquotank County | <input type="checkbox"/> Watauga County |
| <input type="checkbox"/> Chowan County | <input type="checkbox"/> Hertford County | <input type="checkbox"/> Pender County | <input type="checkbox"/> Wayne County |
| <input type="checkbox"/> Clay County | <input type="checkbox"/> Hoke County | <input type="checkbox"/> Perquimans County | <input type="checkbox"/> Wilkes County |
| <input type="checkbox"/> Cleveland County | <input type="checkbox"/> Hyde County | <input type="checkbox"/> Person County | <input type="checkbox"/> Wilson County |
| <input type="checkbox"/> Columbus County | <input type="checkbox"/> Iredell County | <input type="checkbox"/> Pitt County | <input type="checkbox"/> Yadkin County |
| <input type="checkbox"/> Craven County | <input type="checkbox"/> Jackson County | <input type="checkbox"/> Polk County | <input type="checkbox"/> Yancey County |

5.4 STATE BUILDING FLOORING PROJECTS

“State buildings,” as defined by NC GS § 143-336, refers to all State buildings, utilities, and other property developments except the State Legislative Building, railroads, highway structures, bridge structures, and any buildings, utilities, or property owned or leased by the North Carolina Global TransPark Authority. State Agencies must partner with their Facilities Management Office on any flooring installation for any state building, because of the possibility for State Construction Office (SCO) approval of material, design, and installation services per NC GS § 143-341, as the project may be considered a building modification or electrical service.

5.5 NON-STATE BUILDING FLOORING PROJECTS

Flooring projects for non-state buildings should adhere to all local, state, and federal building codes and regulations.

5.6 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail below on Page 27. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

State Contract Administrator: Sarah Lyons, sarah.lyons@doa.nc.gov, 984-236-0217

State Contract Manager: Pamela Case-Gustafson, pamela.case-gustafson@doa.nc.gov, 984-236-0249

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
E-mail:	

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 #:	
E-mail:	

6.2 ELECTRONIC PRODUCT CATALOG

Vendors have one (1) option for managing products using the State’s NC E-Procurement Services to develop and manage a catalog solution. Options include:

1. Ordering Instructions –
 - a. No limit to products available.

6.2.1 Ordering Instructions Solution

The State will allow for ‘Ordering Instructions’ for custom built or customized equipment purchases only. Vendor will be required to provide the sales representative’s contact information at the time of award. If selected for contract award, the State will work with awarded Vendors and the E-Procurement team to create catalogs that meet the requirements for ordering instructions depending on the complexity of the awarded contract and the number of items available.

6.3 CONTRACT BUSINESS REVIEW MEETINGS

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

Business Review meetings shall be scheduled annually. Meetings shall be presented by the Vendor and be inclusive of the following:

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

6.4 CONTINUOUS IMPROVEMENT

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

6.5 PERIODIC QUARTERLY SPEND REPORTS

The Vendor shall be required to provide Sales Management Reports through the electronic Vendor Portal. Users should submit their report through eVP by following the instructions in the [STC Quarterly Reporting job aid](#).

This report shall include, at a minimum, information concerning:

1. Sales Report (total cost) by State entity, to include agencies, community colleges, universities, school systems, local government entities.
2. Sales Report Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Any additional delivery charges such as specialty packaging or overnight delivery, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically, to include using the [Vendor Quarterly Spend Data Report](#).

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

- By October 15th:** Q1 Quarterly Management Report for July – September
- By January 15th:** Q2 Quarterly Management Report for October – December
- By April 15th:** Q3 Quarterly Management Report for January – March
- By July 15th:** Q4 Quarterly Management Report for April – June.

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

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

6.6 ACCEPTANCE OF WORK

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

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.7 INVOICES

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

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

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

6.8 DISPUTE RESOLUTION

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

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

6.9 PRODUCT RECALL

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

6.10 POST AWARD PRODUCT SUBSTITUTION, ADDITIONS, & REMOVALS

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

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

6.11 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for one (1) year from the effective date of the contract.

Price increase requests shall be submitted in writing to the Contract Manager, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in contract cancellation.

6.12 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

6.13 TAXES

No taxes shall be included in any bid prices.

6.14 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

The remainder of this page is intentionally left blank.

