



## **STATE OF NORTH CAROLINA**

**North Carolina Community College System (NCCCS)**

**Invitation for Bids #: 50-2425010**

**Cosmetology Kits**

**Date of Issue: September 4, 2024**

**Bid Opening Date 2:00 PM, October 9, 2024**

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

Grant F. Braley

Director of Procurement & Auxiliary Services

Email: [braleyg@ncccommunitycolleges.edu](mailto:braleyg@ncccommunitycolleges.edu)

Phone: (919) 807-7199



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**50-2425010**

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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.**

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Vendor Name

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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 2.5 for details:	Invitation for Bid #: 50-2425010
	Bids will be publicly opened: 2:00 PM EST, October 9, 2024
Using Agency: NCCCS	Commodity No. and Description: 531316 - Bath and Body
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:

Bid Number: 50-2425010

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

**VALIDITY PERIOD**

Offer shall be valid for at least 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 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated  
on the attached certification, by \_\_\_\_\_  
**(Authorized Representative of NCCCS)**

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## 1.0 PURPOSE AND BACKGROUND

The North Carolina Community College System (NCCCS) through the coordination with the North Carolina Community College System Office (NCCCSO) aids and guides in creating contracts to ensure more competitive pricing by procuring essential products and services for the 58 Community Colleges within the State of North Carolina.

The purpose of this IFB is to award an Agency Specific Term Contract(s) for Vendor(s) to furnish and deliver, throughout the contract period, a comprehensive multiple manufacturer’s product line for new, unused and in current production cosmetology, barbering, and manicuring program equipment, parts, accessories, supplies, consumables and kits on an as “**needed basis**” if and when ordered by the community colleges in the following category:

- **Category E: Kits (ROWAN-CABARRUS-DESIGN 240 and ROWAN-CABARRUS-COLOR 223)**

The contract resulting from this IFB is a convenience except under the conditions specified in [G.S. §115D-58.14\(a\)](#).

### The Community College System consists of the following colleges:

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of **Date of Award through December 21, 2025**. Additional manufacturers will be added to the existing Agency Specific Term Contract for **Cosmetology, Barbering, and Manicuring Programs Equipment, Supplies, Accessories and Consumables # 50-2223005**.

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 **90 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

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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.

### 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**

3 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	September 4, 2024
Submit Written Questions	Vendor	September 17, 2024 at 2:00 PM EST
Provide Responses to Questions	State	September 20, 2024
Submit Bids	Vendor	October 9, 2024 at 2:00 PM ET  <b>No public bid opening will be held due to only electronic responses accepted. To access the bid opening please follow the Microsoft Teams link below:</b>  Join on your computer or mobile app <a href="#">Click here to join the meeting</a>
Contract Award	State	TBD
Contract Effective Date	State	TBD

**3.1 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 # 50-2425010 – 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 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.

### 3.2 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>

#### 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.**

### 3.3 BID CONTENTS

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

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

- a) Cover Letter, must include the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) 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 including Section 4.6 DESCRIPTIVE LITERATURE AND 4.5 WARRANTY.
- 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

### 3.4 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. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # 50-2425010 [for 'name of Vendor']". 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

### 3.5 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **NCCCS**: North Carolina Community College System.
- b) **NCCCSO**: North Carolina Community College System Office.

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

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

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

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

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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

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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: PRICING SUBMITTAL WORKBOOK**, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### 4.2 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.

### 4.3 TRANSPORTATION AND IDENTIFICATION

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 shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

### 4.4 DELIVERY

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

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

Vendor should complete delivery within **fourteen (14) consecutive business 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.

### 4.5 WARRANTY

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

### 4.6 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.

### 4.7 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.

### 4.8 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using **ATTACHMENT E: CUSTOMER REFERENCE FORM**, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine the 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.

**4.9 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.

**4.10 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.

**4.11 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

## 5.0 PRODUCT SPECIFICATIONS

### 5.1 SPECIFICATIONS

The following category shall be covered under this IFB. Cosmetology Equipment and Accessories shall meet beauty salon industry standards, and fire safety codes and regulations and IAMP Plumbing Codes. Vendor must demonstrate in its bid that it meets these requirements.

**Category E: Kits**

ROWAN-CABARRUS-DESIGN 240	QTY	UOM
CELEBRITY SABRINA MANIKIN 19-21" BLONDE	1	EA
CELEBRITY CARLOS CURLY BEARDED MANIKIN	1	EA
SCALPMASTER HAIR SHAPER W/ BLADES & 4 GUARDS	1	EA
SCALPMASTER REPLACEMENT BLADES FOR SC-8000-10/BX	1	BX
SOFT 'N STYLE SUPER GRIP CLIPS - LARGE 4/PK	1	PK
SCALPMASTER 8-1/2" CLIPPER COMB - BLACK	1	EA
SCALPMASTER 8-1/2" CLIPPER COMB - WHITE	1	EA
ARISTOCRAT STYLING COMB 7" NARROW RULED	1	EA
ARISTOCRAT RATTAIL COMB FINE TEETH	1	EA
ARISTOCRAT DUAL PURPOSE COMB 8" PIK/LIFT	1	EA

ROWAN-CABARRUS-COLOR 223	QTY	UOM
CELEB. 100% HUMAN HAIR;TESTING KIT 10 COLOR LEV	1	EA
CELEBRITY DEBRA COLOR;TRAINING MANIKIN BLONDE	1	EA
SOFT 'N STYLE BALAYAGE & OMBRE KIT	1	KIT
SOFT N STYLE FEATHER;BRISTLE PIN COLOR BRUSH	1	EA
SOFT N STYLE 4OZ;MEASURING CUP	1	EA
SOFT 'N STYLE STAINLESS;STEEL COLOR KEY	1	EA
SOFT 'N STYLE 3-IN-1;COLORING TOOL	2	EA
MINI MANIKINS COLOR TRAINING SET	1	SET
6" X 12" COUNTOURED MECHE SHEETS	1	EA
2" BALAYAGE PAINT BRUSH	1	EA
2 ct. ROSE COLD COUTURE EXTRA WIDE FEATHER BRISTLE BRUSH SET	1	SET

**5.2 STANDARDS, CODES AND REGULATIONS**

All products offered must meet all applicable beauty salon standards, fire safety codes, regulations and IAPMO Plumbing Codes per the category they are offered Products offered meet all applicable standards, codes and regulations?  YES  NO

- **NC Board of Barber Examiners:** <https://wwwbarbersncgov/>
- **NC Board of Cosmetic Art Examiners:** <https://wwwncccosmeticartscom/board/rulesandregulations.aspx>  
**Salon Self-Inspection Checklist:** <https://wwwncccosmeticartscom/uploads/forms/SalonChecklist4-12pdf>
- **IAPMO Plumbing Codes:** <https://epubsiapmoorg/2021/UPC/>

**5.3 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.

**5.4 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 or on an attached sheet. 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.

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## 6.0 CONTRACT ADMINISTRATION

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

### 6.1 CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a project manager The project manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service The account manager shall be available 8:00 AM to 6:00 PM ET on State business days If the account manager is out of the office, for any reason, the account manager shall designate an alternate point of contact

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

The Vendor shall establish unique customer identification numbers for use by each individual Ordering Entity Some Ordering Entities may require multiple customer identification numbers Describe project start-up or the ramp up process that would be necessary if your company was awarded the contract

### 6.2 CONTINUOUS IMPROVEMENT

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

### 6.3 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 non-routine 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

### 6.4 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**

## 6.5 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.

## 6.6 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.

## 6.7 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.

## 6.8 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.

## 6.9 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.

## 6.10 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.

### **6.11 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS**

Post award product substitutions are not permitted without prior written approval from the Contract Specialist 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

### **6.12 ATTACHMENTS**

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool These attachments can be found at the following Vendor Forms link for reference purposes only: <https://ncadmin.nc.gov/documents/vendor-forms>

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