

# **STATE OF NORTH CAROLINA**

**Department of Health and Human Services** 

Invitation for Bid #: 30-25197-DCFW

**Vitaflo Brand Special & Metabolic Formula** 

Date Issued: June 20, 2025

Bid Opening Date: July 18, 2025

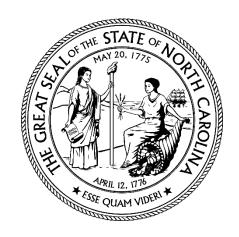
At 02:00 PM ET

Direct all inquiries concerning this IFB to:

Angela Childress

Procurement Specialist II

Email: angela.childress@dhhs.nc.gov



# STATE OF NORTH CAROLINA

# Invitation for Bids #

# 30-25197-DCFW

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

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

	Vendor Name	
_		
	Vendor eVP#	

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

#### STATE OF NORTH CAROLINA

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

Refer <u>ALL</u> Inquiries regarding this IFB to:
The procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details.

Invitation for Bids # 30-25197-DCFW

Bids will be publicly opened: July 18, 2025 at 02:00 PM ET

# Microsoft Teams Need help?

# Join the meeting now

Meeting ID: 275 617 836 908 0

Passcode: 48Hw96zd

# Dial in by phone

+1 984-204-1487,,24741999# United States, Raleigh

Find a local number

Phone conference ID: 247 419 99#

# Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 117 311 893 6

More info

For organizers: Meeting options | Reset dial-in PIN

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Using Agency: DCFW, Community Nutrition Services Section Requisition No.: Commodity No. and Description: 422318 Formulas and products for nutritional support

#### **EXECUTION**

RQ155530

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.

Ver: 11/2023

[ A	Representative	of DUIC)	
on the attached certification, by			
FOR STATE USE ONLY: Offer accepted and Contra	ct awarded thi	s day of	, 20, as indicated
BID ACCEPTANCE  If your bid is accepted, all provisions of this IFB, along with between the parties ("Contract"). The NORTH CAROLINA Depending upon the Goods or Services being offered, other	GENERAL TERM	AS AND CONDITIONS are inco	prporated herein and shall appl
VALIDITY PERIOD  Offer shall be valid for at least sixty (60) days from date of b agreement in writing of the parties. Any withdrawal of this IFB.			
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDO	DR:	FAX NUMBER:	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM AB	OVE (SEE INSTRU	L CTIONS TO VENDORS ITEM #21):	
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
STREET ADDRESS:		P.O. BOX:	ZIP:
COMPLETE/FORMAL NAME OF VENDOR:			
By executing this bid, Vendor certifies that it has read and a TERMS AND CONDITIONS incorporated below. These documents to execute/sign bid prior to submittal may read the second secon	ments can be ac	cessed from the Ariba Sourcing	g Tool.
G.S. 133-32 and Executive Order 24 (2009) prohibit the offer specifications, estimates for public Contract; or awarding or Contract of any gift from anyone with a Contract with the Sthis bid response to the IFB, the undersigned certifies, for aware that any such gift has been offered, accepted, or professional contract with the standard professional contract with	administering p State, or from a Vendor's entire mised by any en	ublic Contracts; or inspecting only person seeking to do busine organization and its employen ployees or agents of Vendor's	or supervising delivery of the publess with the State. By execution of es or agents, that Vendor are not organization.
As required by Executive Order 24 (2017), the undersigned fair employment and that it does not and will not discrimina any Contract arising from this solicitation.			

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Bid Number: IFB 30-25197-DCFW Vendor: \_\_\_\_\_

# 1.0 PURPOSE AND BACKGROUND

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

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

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

#### 1.1 CONTRACT TERM

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

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. In addition, the State reserves the right to extend a contract term after the last active term.

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

## 2.0 GENERAL INFORMATION

#### 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 Ofer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

#### 2.4 IFB SCHEDULE

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

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

## 2.5 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 30-25197-DCFW – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

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

### 2.6 BID SUBMITTAL

**IMPORTANT NOTE:** This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the

Bid Number: IFB 30-25197-DCFW	Vendor:

specified time and date of opening. Failure to submit a bid in strict accordance with the 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: <a href="https://eprocurement.nc.gov/training/vendor-training">https://eprocurement.nc.gov/training/vendor-training</a>

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

Tips for Using the Sourcing Tool

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

#### 2.7 BID CONTENTS

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

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

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

## 2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

#### 3.1 METHOD OF AWARD

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

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

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

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

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

#### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to **the electronic Vendor Portal (eVP)**, <u>https://evp.nc.gov</u>, 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 <u>contract performance</u> <u>outside of the United States</u>, 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,

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no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

# 4.0 REQUIREMENTS

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

#### 4.1 PRICING

Bid price shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and complete the pricing line-item table included in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

#### 4.2 ESTIMATED QUANTITIES

The annual expenditure of the contract will not exceed \$180,000.00. All quantities indicated herein are annual estimates based on the State's historical anticipated usage during the previous one (1) year period. Quantities set forth in this solicitation are estimates only and the State reserves the right to increase or decrease quantities as needed throughout the contract period. No maximum or minimum quantities are guaranteed. The State shall not be obliged to purchase the amount represented by the estimated quantities contained herein or any other quantities. The State will be responsible only for items requested and received.

#### 4.3 PRODUCT IDENTIFICATION

#### **BRAND SPECIFIC**

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

### 4.3 TRANSPORTATION AND IDENTIFICATION

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

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

#### 4.4 DELIVERY

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

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

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

Agency Name	Ship to Address	City	State	Zip
Buncombe County Asheville Leicester WIC	339 New Leicester Hwy Suite 120	Asheville	NC	28806
Buncombe County Health Dept WIC	40 Coxe Avenue	Asheville	NC	28802
Buncombe County MAHEC WIC	119 Hendersonville Rd	Asheville	NC	28803
Burke County Health Dept WIC	700 E Parker Rd	Morganton	NC	28655
Cabarrus Health Alliance - Concord WIC	298 Lincoln Street SW	Concord	NC	28025
Cabarrus Health Alliance WIC Kannapolis	300 Mooresville Rd	Kannapolis	NC	28081
Caldwell County Health Dept WIC	2345 Morganton Blvd, SW, Suite B	Lenoir	NC	28645
Carteret County Health Dept WIC	3820 Bridges St, Suite A	Morehead City	NC	28557
Caswell County Health Dept WIC	189 County Park Rd	Yanceyville	NC	27379
Catawba County Health Dept WIC	3070 11th Ave Dr SE	Hickory	NC	28602
Cherokee County Health Dept WIC - Murphy	228 Hilton St	Murphy	NC	28906
Cherokee County Health Dept WIC Andrews Site	15 High School Drive	Andrews	NC	28901
Clay County Health Dept WIC	345 Court House Drive	Hayesville	NC	28904
Cleveland County Health Dept WIC	315 E Grover St	Shelby	NC	28150
Columbus County Health Dept WIC	119 Lynwood Norris St.	Tabor City	NC	28463
Columbus County Health Dept WIC	304 Jefferson St	Whiteville	NC	28472
Comm Well Health WIC	3331 Easy St	Dunn	NC	28334
Comm Well Health WIC, Carolina Pines Site	500 Fayetteville, St	Salemburg	NC	28385
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Agency Name	Ship to Address	City	State	Zip
Comm Well Health WIC, McGee Site	70 Crepe Myrtle Dr, Suite 104	Benson	NC	27504
Craven County Cherry Point WIC	C St Bldg 294 Wng 7 Cherry Point, NC 28533	Cherry Point	NC	28561
Craven County Health Dept WIC New Bern	2818 Neuse Blvd	New Bern	NC	28561
Cumberland Co, Hope Mills WIC	2622 Hope Mills Rd	Hope Mills	NC	28306
Cumberland County Health Dept WIC	1235 Ramsey Street	Fayetteville	NC	28301
Cumberland County, Spring Lake WIC	103 Laketree Blvd	Spring Lake	NC	28390
Dare County - Buxton WIC	50347 NC Hwy 12	Frisco	NC	27920
Dare County - Kill Devil Hills Site	1632 N Croatan Hwy	Kill Devil Hills	NC	27948
Dare County Health Dept, WIC	109 Exeter St	Manteo	NC	27954
Davidson County Health Dept WIC	915 Greensboro St	Lexington	NC	27293
Davie County - Health Dept WIC	210 Hospital Street	Mocksville	NC	27028
Duplin County Health Dept WIC	340 Seminary St	Kenansville	NC	28349
Duplin County Health Dept, Wallace WIC	220 E Main St	Wallace	NC	28466
Duplin County Health Dept, Warsaw WIC	312 Yancey St	Warsaw	NC	28398
Edgecombe County Health Dept Tarboro WIC	122 East Saint James Street	Tarboro	NC	27886
Edgecombe County Rocky Mount WIC	155 Atlantic Ave	Rocky Mount	NC	27801
Forsyth County Dept of Public Health WIC	799 N Highland Ave	Winston-Salem	NC	27101
Forsyth County Dept of Public Health WIC - Cleveland	501 N Cleveland Avenue	Winston-Salem	NC	27101
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Agency Name	Ship to Address	City	State	Zip
Forsyth County Dept of Public Health WIC - Downtown Health Plaza	1200 N. Martin Luther King Jr Drive	Winston-Salem	NC	27101
Forsyth County Dept of Public Health WIC - Kernersville	431 West Bodenhammer Street	Kernersville	NC	27284
Franklin County - Health Dept WIC	107 Industrial Drive, Suite C	Louisburg	NC	27549
Gaston County Health Dept WIC - Gastonia	991 W Hudson Blvd	Gastonia	NC	28052
Gaston County Highland Health Center WIC	609 N Highland Street	Gastonia	NC	28052
Graham County Health Dept WIC	21 South Main St	Robbinsville	NC	28771
Granville-Vance District Health - Granville County Health Dept WIC	101 Hunt Dr	Oxford	NC	27565
Granville-Vance District Health - Vance County Health Dept WIC	115 Charles Rollins Rd	Henderson	NC	27536
Greene County Health Dept WIC	227 Kingold Blvd, Suite B	Snow Hill	NC	28580
Guilford County Dept of Public Health WIC	1100 E Wendover Ave	Greensboro	NC	27405
Guilford County High Point WIC	501 East Green Dr	High Point	NC	27260
Halifax County Health Department - Halifax	19 N. Dobbs St.	Halifax	NC	27839
Halifax, Hollister WIC	204 Evans Road	Hollister	NC	27844
Halifax, Mobile Unit Scotland Neck WIC	919 Jr High School Road	Scotland Neck	NC	27874
Halifax, Roanoke Rapids WIC	116-A West 3rd St	Roanoke Rapids	NC	27870
Harnett County Health Dept WIC	307 West Cornelius Harnett Blvd	Lillington	NC	27546
Harnett County WIC - Dunn	903 W Edgerton Street	Dunn	NC	28334
Haywood County - Health Dept WIC	157 Paragon Pkwy, Suite 800	Clyde	NC	28721
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Agency Name	Ship to Address	City	State	Zip
Henderson County Blue Ridge Community WIC	1200 Spartanburg Hwy, Suite 100	Hendersonville	NC	28792
Hertford County Public Health Authority WIC	718 Evans Street	Ahoskie	NC	27910
Hoke County Health Center WIC	683 East Palmer Rd	Raeford	NC	28376
Hyde County Health Dept WIC	1151 Main Street	Swan Quarter	NC	27885
Iredell County - Government Center South WIC	610 East Center Ave	Mooresville	NC	28115
Iredell County Health Dept WIC	318 Turnersburg Hwy	Statesville	NC	28625
Jackson County Cahiers WIC	538 Scotts Creek Rd, Suite 100	Cashiers	NC	28779
Jackson County Health Dept WIC - Sylva	538 Scotts Creek Rd, Suite 100	Sylva	NC	28779
Johnston County Public Health Ctr WIC	517 N Brightleaf Blvd	Smithfield	NC	27577
Johnston County Public Health Ctr WIC - Benson	1204 Johnston St	Benson	NC	27504
Johnston County Public Health Ctr WIC - Clayton	340 McCullers Drive	Clayton	NC	27520
Jones County Health Dept WIC	418 Hwy 58 North	Trenton	NC	28585
LCHC - Durham County HD WIC	414 East Main St	Durham	NC	27701
LCHC - Lincoln Community Health Ctr WIC	1301 Fayetteville St	Durham	NC	27717
LCHC - Roxboro/Live Well WIC	3901 N Roxboro St	Durham	NC	27704
Lee County Health Dept WIC - Sanford	106 Hillcrest Dr	Sanford	NC	27330
Lenoir County Health Dept WIC	201 N McLewean St	Kinston	NC	28502
Lincoln County Health Dept WIC	151 Sigmon Rd	Lincolnton	NC	28092
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Agency Name	Ship to Address	City	State	Zip
Macon County Health Dept WIC - Franklin	1830 Lakeside Dr	Franklin	NC	28734
Macon County Highlands WIC	52 Aunt Dora Drive	Highlands	NC	27603
Macon County Nantahala (Topton) WIC	1401 Junaluska Road	Topton	NC	28734
Madison County Health Dept WIC	493 Medical Park Dr	Marshall	NC	28753
Mecklenburg Clanton Rd WIC	801 Clanton Rd, Suite C-110	Charlotte	NC	28217
Mecklenburg County Health Dept WIC Beatties Rd	2845 Beatties Ford Rd	Charlotte	NC	28216
Mecklenburg County Health Dept WIC Billingsley Rd	249 Billingsley Rd	Charlotte	NC	28211
Mecklenburg Executive Center WIC	5624 Executive Center Dr, Suite 100	Charlotte	NC	28212
Montgomery County Health Dept WIC	217 South Main Street	Troy	NC	27371
Moore County Health Dept WIC - Carthage	705 Pinehurst Ave	Carthage	NC	28387
MTW - Martin County Health Dept WIC	210 W. Liberty St	Williamston	NC	27892
MTW - Tyrrell County Health Dept WIC	408 B. Bridge St	Columbia	NC	27925
MTW - Washington County Health Dept WIC	198 NC Hwy 45 North	Plymouth	NC	27962
Nash County Bailey Site WIC	6270 Main St	Bailey	NC	27807
Nash County Health Dept, Nashville WIC	214 S Barnes St	Nashville	NC	27856
Nash County Health Deptm Rocky Mount WIC	322 S Franklin Street	Rocky Mount	NC	27804
New Hanover County Health Dept WIC Wilmington	2029 South 17th St	Wilmington	NC	28401
Northampton Co Woodland Town Hall WIC	123 East Main St	Woodland	NC	27897

Vendor:

Agency Name	Ship to Address	City	State	Zip
Northampton County - Craige St / Gaston Satellite Site	221 Craige Street / 223 Craige Street	Gaston	NC	27832
Northampton County - Health Dept WIC	9495 NC Hwy 305	Jackson	NC	27845
NSB/ISU (Wake)	5601 Six Forks Rd	Raleigh	NC	27609
Onslow County Health Dept WIC - Camp LeJeune	2455 Iwo Jima Blvd	Tarawa Terrace	NC	28543
Onslow County Health Dept WIC - Jacksonville	612 College St	Jacksonville	NC	28540
Pamilico County Health Dept WIC - Bayboro	203 North Main St	Bayboro	NC	28515
Pender County Health Dept WIC - Burgaw	803 S Walker St	Burgaw	NC	28425
Pender County Health Dept WIC - Hampstead	18676 US Hwy 17	Hampstead	NC	28445
Person County Dept of Public Health WIC	355 A. S Madison Blvd	Roxboro	NC	27573
Piedmont Health Services Inc (Carrboro Comm Health Ctr) WIC	301 Lloyd Street	Carrboro	NC	27510
Piedmont Health Services Inc WIC, Hillsborough	300 West Tryon St	Hillsborough	NC	27278
Piedmont Health Services Inc WIC, Moncure	7228 Pittsboro-Moncure Rd	Moncure	NC	27559
Piedmont Health Services Inc WIC, Prospect Hill	322 Main St	Prospect Hill	NC	27314
Piedmont Health Services Inc WIC, Siler City	224 S 10th Ave	Siler City	NC	27344
Pitt County Ayden WIC	511 S. Lee St.	Ayden	NC	28513
Pitt County Farmville WIC	417 South Main Street	Farmville	NC	27828
Pitt County Health Dept WIC - main site	201 Government Circle	Greenville	NC	27834
Pitt County Vidant Medical Center WIC	2100 Stantonsburg Road	Greenville	NC	27834
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Agency Name	Ship to Address	City	State	Zip
Randolph County Health Dept WIC	2222-B S Fayetteville St	Asheboro	NC	27205
Randolph County Health Dept WIC, Archdale site	213 Balfour Dr.	Archdale	NC	27263
Randolph County Health Dept WIC, Liberty site	206 N Fayetteville St	Liberty	NC	27298
Richmond County Health Dept WIC	127 Caroline St	Rockingham	NC	28379
Robeson County Health Dept WIC	460 Country Club Rd	Lumberton	NC	28360
Rowan County Health Dept WIC - Salisbury	1811 E Innes St	Salisbury	NC	28146
RPM Health District - McDowell County WIC	408 Spaulding Road	Marion	NC	28752
RPM Health District - Polk County WIC	161 Walker Street	Columbus	NC	28722
RPM Health District - Rutherford County WIC	221 Callahan-Koon Road	Spindale	NC	28160
Sampson County Health Dept WIC	360 County Complex Rd, Suite 200	Clinton	NC	28328
Scotland County Health Dept WIC	1405 West Blvd	Laurinburg	NC	28352
Stanly County - Health Dept WIC	1000 N First Street, Suite 3	Albemarle	NC	28001
Stokes Family Health Center WIC - Danbury	1009 N Main Street	Danbury	NC	27016
Stokes Family Northwest Service Center WIC - King	104 Hartgrove Road	King	NC	27021
Surry County Health and Nutrition Ctr WIC	118 Hamby Rd	Dobson	NC	27017
Swain County Health Dept WIC	545 Center St	Bryson City	NC	28713
Transylvania County Health Dept WIC	98 E Morgan St	Brevard	NC	28712
TRHD - Avery County Health Dept WIC	545 Schultz Circle	Newland	NC	28657

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

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

Successful Vendor should complete delivery within <u>seven (7)</u> consecutive calendar days after receipt of purchase order.

# **PRESSING NEED DELIVERY**

Bid Number: IFB 30-25197-DCFW	Vendor:	<del></del>
Vendor shall complete delivery within one (1)	consecutive calendar day after red	ceiving a pressing need order from authorized
Community Nutrition Services Section staff. A	· · · · · · · · · · · · · · · · · · ·	
Ordering Entity shall be accompanied by supp	orting documentation for any tra	ansportation costs included in the invoice.
For completion by Vendor: Delivery will be made	de from	(city, state) within
consecutive calendar days after receipt	of purchase order. Promptness of	delivery may be used as a factor in the award
criteria.		
4.6 AUTHORIZED RESELLER		
The Vendor shall provide a signed statement	from the manufacturer confirmi	oducts and/or maintenance offered in this IFB. ing authorization with its bid response upon ient grounds for rejection of Vendor's offer, at
Vendor is the:	☐ Dealer ☐ Reseller	Distributor
Authorized: Yes No Attached N	Nanufacturer's Authority: 🗌 Yes	s 🗌 No

# 4.7 WARRANTY

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

## 4.8 SAMPLES/DESCRIPTIVE LITERATURE

#### **SAMPLE**

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

## **DESCRIPTIVE LITERATURE**

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

#### 4.9 HUB PARTICIPATION

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

#### 4.10 VENDOR'S REPRESENTATIONS

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

Bid Number: IFB 30-25197-DCFW			Vendor:								
cuporvicion	lahar	facilities	furnituro	computor	and tala	communications	oquinment	coftware	cupplies	and	matorial

supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

## 4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Α.	De	etau	ılt	Insurance	Coverage	from the	General	Terms and	Conditions	applicable	to this	Solicitation:

☐ Small Purchases

☑ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00

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

#### 4.12 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

## **5.0 PRODUCT SPECIFICATIONS**

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

#### 5.1 SPECIFICATIONS

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

Line	Description	Packaging Qty	Unit Weight
1	Leucine100	30	4g
2	HCU gel Unflavored	30	24g
3	MSUD gel Unflavored	30	24g
4	GA Gel Unflavoured USA CAN	30	24g
5	MMA/PA gel Unflavored	30	24g
6	MMA/PA express15 Unflavored	30	25g
7	GA Express 15 Unflav USA	30	25g
8	PKU gel Unflavored	30	24g
9	PKU Gel Unflavoured USA CAN	30	24g
10	PKU gel Orange	30	24g
11	PKU gel Raspberry	30	24g
12	PKU cooler10 Red	30	87ml
13	PKU cooler15 Red	30	130ml

14	PKU cooler20 Red	30	174ml
15	PKU cooler15 Orange	30	130ml
16	PKU cooler20 Orange	30	174ml
17	PKU cooler15 Purple	30	130ml
18	PKU Cooler 20 Purple USA	30	174ml
19	MSUD cooler15 Red	30	130ml
20	MSUD Cooler 15 Orange USA	30	130ml
21	HCU Cooler 15 Red USA	30	130ml
22	HCU cooler15 Red	30	130ml
23	Glycine500	30	4g
24	HCU cooler15 Orange	30	130ml
25	TYR gel Unflavored	30	24g
26	TYR cooler15 Red	30	130ml
27	TYR cooler15 Orange	30	130ml
28	MMA/PA cooler15 Red	30	130ml
29	Arginine500	30	4g
30	Arginine2000	30	4g
31	Citrulline1000	30	4g
32	Citrulline200	30	4g
33	Creatine5000	30	6g
34	Cystine500	30	4g
35	Isoleucine50	30	4g
36	Isoleucine1000	30	4g
37	Methionine100	30	4g
38	PKU Sphere 20 Red Berry USA	30	35g
39	PKU sphere20 Red Berry	30	35g
40	PKU Sphere 20 Vanilla USA	30	35g
41	PKU sphere20 Vanilla	30	35g
42	PKU sphere15 Red Berry	30	27g
43	Phenylalanine50	30	4g
44	Tyrosine1000	30	4g
45	Valine1000	30	4g
46	Valine50	30	4g
47	Lipistart USA CAN	6	400g
48	Glycosade Unflavored	30	60g
49	S·O·S25	30	52g
50	FruitiVits	30	6g
51	PKU Sphere 15 Vanilla USA	30	27g
52	PKU sphere15 Vanilla	30	27g
53	Renastart USA CAN	6	400g can
54	MCTprocal	30	16g
55	PKU air20 Gold	30	174ml
56	PKU air20 Green	30	174ml
57	PKU air20 Yellow	30	174ml
58	PKU Sphere 20 Chocolate USA	30	35g
59	PKU sphere20 Chocolate	30	35g

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60	TYR sphere20 Red Berry	30	35g
61	PKU explore5 Unflavored	30	12.5g
62	PKU explore10 Orange	30	25g
63	PKU explore10 Raspberry	30	25g
64	Glycosade Lemon	30	60g
65	Renastep	15	200ml
66	PKU express plus15 Unflavored	30	25g
67	PKU express plus15 Lemon	30	25g
68	PKU express plus15 Orange	30	25g
69	PKU express plus15 Tropical	30	25g
70	PKU Express Plus 20 Unf USA	30	34g
71	PKU express plus20 Unflavored	30	34g
72	PKU Express Plus 20 Lem USA	30	34g
73	PKU express plus20 Lemon	30	34g
74	PKU express plus20 Orange	30	34g
75	PKU express plus20 Tropical	30	34g
76	TYR express plus15 Unflavored	30	25g
77	TYR express plus20 Unflavored	30	34g
78	HCU express plus15 Unflavored	30	25g
79	HCU express plus20 Unflavored	30	34g
80	MSUD express plus15 Unflavored	30	25g
81	MSUD express plus20 Unflavored	30	34g
82	EAA Supplement	30	12.5g
83	PKU Express Plus 20 Rasp USA	30	34g
84	PKU express plus20 Raspberry	30	34g
85	K.Quik	15	225ml
86	K.Flo	24	250ml
87	PKU sphere20 Lemon	30	35g
88	PKU Sphere 20 Banana USA	30	35g
89	PKU sphere20 Banana	30	35g
90	PKU Sphere 20 Liquid Van USA	15	237ml
91	PKU sphere20 Liquid Vanilla	15	237ml
92	TYR sphere20 Vanilla	30	35g
93	PKU start	4	400g can
94	PKU sphere NEXT15	15	180ml
95	PKU trio Unflavored	6	400g can
96	PKU trio Vanilla	6	400g can
97	UCD Trio Unflavoured	6	400g can

# **6.0 CONTRACT ADMINISTRATION**

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

#### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

#### 6.2 CONTINUOUS IMPROVEMENT

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

#### 6.3 INVOICES

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

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

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

#### 6.4 DISPUTE RESOLUTION

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

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If



a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

#### 6.5 PRODUCT RECALL

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

#### 6.6 PRICE ADJUSTMENTS

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

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

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

#### 6.7 CONTRACT CHANGES

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

### 6.8 ATTACHMENTS

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

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

The remainder of this page is intentionally left blank

Vendor:	

# 7.0 ATTACHMENT A: PRICING FORM

# **FURNISH AND DELIVER**

Line	Description	Barcode/UPC	Packaging Qty	Unit Weight	Cost per Packaging Qty
1	Leucine100	812539020028	30	4g	
2	HCU gel Unflavored	812539020035	30	24g	
3	MSUD gel Unflavored	812539020042	30	24g	
4	GA Gel Unflavoured USA CAN	812539020059	30	24g	
5	MMA/PA gel Unflavored	812539020066	30	24g	
6	MMA/PA express15 Unflavored	812539020073	30	25g	
7	GA Express 15 Unflav USA	812539020103	30	25g	
8	PKU gel Unflavored	812539020226	30	24g	
9	PKU Gel Unflavoured USA CAN	812539020226	30	24g	
10	PKU gel Orange	812539020240	30	24g	
11	PKU gel Raspberry	812539020264	30	24g	
12	PKU cooler10 Red	812539020363	30	87ml	
13	PKU cooler15 Red	812539020370	30	130ml	
14	PKU cooler20 Red	812539020387	30	174ml	
15	PKU cooler15 Orange	812539020400	30	130ml	
16	PKU cooler20 Orange	812539020417	30	174ml	
17	PKU cooler15 Purple	812539020431	30	130ml	
18	PKU Cooler 20 Purple USA	812539020448	30	174ml	
19	MSUD cooler15 Red	812539020554	30	130ml	
20	MSUD Cooler 15 Orange USA	812539020578	30	130ml	
21	HCU Cooler 15 Red USA	812539020646	30	130ml	
22	HCU cooler15 Red	812539020646	30	130ml	
23	Glycine500	812539020653	30	4g	
24	HCU cooler15 Orange	812539020660	30	130ml	
25	TYR gel Unflavored	812539020691	30	24g	
26	TYR cooler15 Red	812539020738	30	130ml	
27	TYR cooler15 Orange	812539020752	30	130ml	
28	MMA/PA cooler15 Red	812539020776	30	130ml	
29	Arginine500	812539020820	30	4g	
30	Arginine2000	812539020837	30	4g	
31	Citrulline1000	812539020899	30	4g	
32	Citrulline200	812539020912	30	4g	
33	Creatine5000	812539020936	30	6g	
34	Cystine500	812539020950	30	4g	
35	Isoleucine50	812539021001	30	4g	
36	Isoleucine1000	812539021018	30	4g	
37	Methionine100	812539021087	30	4g	
38	PKU Sphere 20 Red Berry USA	812539021117	30	35g	
39	PKU sphere20 Red Berry	812539021117	30	35g	
40	PKU Sphere 20 Vanilla USA	812539021124	30	35g	

Vendor:

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41	PKU sphere20 Vanilla	812539021124	30	35g	
42	PKU sphere15 Red Berry	812539021131	30	27g	
43	Phenylalanine50	812539021155	30	4g	
44	Tyrosine1000	812539021162	30	4g	
45	Valine1000	812539021186	30	4g	
46	Valine50	812539021209	30	4g	
47	Lipistart USA CAN	812539021339	6	400g	
48	Glycosade Unflavored	812539021346	30	60g	
49	S·O·S25	812539021407	30	52g	
50	FruitiVits	812539021414	30	6g	
51	PKU Sphere 15 Vanilla USA	812539021438	30	27g	
52	PKU sphere15 Vanilla	812539021438	30	27g	
53	Renastart USA CAN	812539021490	6	400g can	
54	MCTprocal	812539021582	30	16g	
55	PKU air20 Gold	812539021698	30	174ml	
56	PKU air20 Green	812539021704	30	174ml	
57	PKU air20 Yellow	812539021711	30	174ml	
58	PKU Sphere 20 Chocolate USA	812539022053	30	35g	
59	PKU sphere20 Chocolate	812539022053	30	35g	
60	TYR sphere20 Red Berry	812539022091	30	35g	
61	PKU explore5 Unflavored	812539024651	30	12.5g	
62	PKU explore 10 Orange	812539024668	30	25g	
63	PKU explore10 Grange	812539024675	30	25g 25g	
64	Glycosade Lemon	812539024767	30	60g	
65	Renastep	812539024707	15	200ml	
66	PKU express plus 15 Unflavored	812539024873	30	25g	
67	PKU express plus 15 Lemon	812539024873	30	25g 25g	
68	PKU express plus 15 Orange	812539024880	30	25g 25g	
69	PKU express plus 15 Tropical	812539024897	30	25g 25g	
70	PKU Express Plus 20 Unf USA	812539024903	30	34g	
71	PKU express plus20 Unflavored	812539024910	30		
72	PKU Express Plus 20 Lem USA		30	34g	
73	PKU express plus 20 Lemon	812539024927 812539024927	30	34g	
				34g	
74 75	PKU express plus20 Orange PKU express plus20 Tropical	812539024934 812539024941	30 30	34g	
	TYR express plus15 Unflavored			34g	
76		812539024958	30	25g	
77	TYR express plus20 Unflavored	812539024965	30	34g	
78	HCU express plus15 Unflavored	812539024972	30	25g	
79	HCU express plus20 Unflavored	812539024989	30	34g	
80	MSUD express plus 15 Unflavored	812539024996	30	25g	
81	MSUD express plus 20 Unflavored	812539025009	30	34g	
82	EAA Supplement	812539025191	30	12.5g	
83	PKU Express Plus 20 Rasp USA	812539025221	30	34g	
84	PKU express plus20 Raspberry	812539025221	30	34g	
85	K.Quik	812539025757	15	225ml	
86	K.Flo	812539025771	24	250ml	

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

87	PKU sphere20 Lemon	812539025801	30	35g	
88	PKU Sphere 20 Banana USA	812539025825	30	35g	
89	PKU sphere20 Banana	812539025825	30	35g	
90	PKU Sphere 20 Liquid Van USA	812539025849	15	237ml	
91	PKU sphere20 Liquid Vanilla	812539025849	15	237ml	
92	TYR sphere20 Vanilla	812539025870	30	35g	
93	PKU start	812539025900	4	400g can	
94	PKU sphere NEXT15	812539026006	15	180ml	
95	PKU trio Unflavored	5060014051806	6	400g can	
96	PKU trio Vanilla	5060014051813	6	400g can	
97	UCD Trio Unflavoured	5060014051820	6	400g can	