



STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Invitation for Bid #: 52-IFB-866594350-SCP

CHAIR KITS, STOOLS AND COMPONENTS-BRAND SPECIFIC

Date Issued: December 21, 2023

Bid Opening Date: January 10, 2024

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Carolyn Stephenson

Procurement Specialist III

Email: carolyn.stephenson@ncdps.gov



STATE OF NORTH CAROLINA

Invitation for Bids

52-IFB_866594350-SCP

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

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

Vendor Name

Vendor eVP#

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

**STATE OF NORTH CAROLINA
DEPARTMENT OF ADULT CORRECTION**

<p>Refer <u>ALL</u> Inquiries regarding this IFB to: Carolyn Stephenson, the procurement lead, <u>through the Message Board in the Sourcing Tool.</u> See section 2.5 for details:</p>	<p>Invitation for Bids # 52-IFB-866594350-SCP</p> <p>Bids will be publicly opened: January 10, 2024 at 2:00 PM ET Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 245 173 671 406 Passcode: hphPYm Download Teams Join on the web Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 118 251 987 1 Alternate VTC instructions Or call in (audio only) +1 984-204-1487, 148746990# United States, Raleigh Phone Conference ID: 148 746 990# Find a local number Reset PIN</p>
<p>Using Agency: NC Depart of Adult Correction Requisition No.: RQ54060, RQ54004, RQ54086</p>	<p>Commodity No. and Description: 561017 Office Furniture</p>

EXECUTION

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

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

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

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

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

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

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:

Bid Number: 52-IFB-866594350-SCP

Vendor: _____

CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) 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 Department of Adult Correction)

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1.0 PURPOSE AND BACKGROUND

Purpose: The purpose of this Invitation for Bids (IFB) is to seek competitive bids from qualified Vendors to furnish and deliver brand specific **Chair Kits** on an “as needed” basis if and when ordered by the NC Department of Adult Correction during the contract period.

Background: The North Carolina Department of Adult Correction, Correction Enterprises, operates an Upholstery Plant that assembles and distributes Chairs and Stools throughout the State of North Carolina to an established customer base. These chair kits will be used to meet those production requirements.

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

1.1 CONTRACT TERM

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions

herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as 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	December 21, 2023
Submit Written Questions	Vendor	January 2, 2024 at 2:00 PM ET
Provide Responses to Questions	State	January 3, 2024 at 5:00 PM ET
Submit Bids	Vendor	January 10, 2024 at 2:00 PM ET Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 245 173 671 406 Passcode: hphPYm Download Teams Join on the web Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 118 251 987 1 Alternate VTC instructions Or call in (audio only) +1 984-204-1487 , 148746990# United States, Raleigh Phone Conference ID: 148 746 990# Find a local number Reset PIN
Contract Award	State	To Be Determined After Bid Opening

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 "**52-IFB-866594350-SCP-Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

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

2.6 BID SUBMITTAL

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

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

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

Tips for Using the Sourcing Tool

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

2.7 BID CONTENTS

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

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

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor Response: Section 4.5 Delivery, Section 4.6 Authorized Reseller, Section 4.11 Warranty, Section 5.1 Specifications, Section 5.2 Deviations
- d) Completed version of **ATTACHMENT A: PRICING FORM**
- e) Completed version of **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**
- f) Completed version of **ATTACHMENT E: CUSTOMER REFERENCE FORM**
- g) Completed version of **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

- h) Completed and signed version of **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**
- i) **ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY**

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.

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

- a) **DAC:** Department of Adult Correction
- b) **ET:** Eastern Time
- c) **STATE DEPARTMENT:** Department of Adult Correction

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete **ATTACHMENT A: PRICING FORM** and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 ESTIMATED QUANTITIES

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

4.3 PRODUCT IDENTIFICATION

BRAND SPECIFIC

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

4.4 TRANSPORTATION AND IDENTIFICATION

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

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

4.5 DELIVERY

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

NC Department of Adult Correction
Upholstery Plant

Bid Number: 52-IFB-866594350-SCP

Vendor: _____

633 Old Landfill Road
Taylorsville, NC 28681
Attention: April Hicks 828-632-2971

Vendor should complete delivery within twenty-one (21) consecutive calendar days after receipt of purchase order.

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

Deliveries are accepted Monday through Friday, 7:00 AM ET through 1:30 PM ET only. All deliveries require 24 hours notification prior to arrival of shipment: April Hicks, 828-632-2971. Failure to provide 24-hour notification of delivery shall result in rejection of shipment.

4.6 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No Attached Manufacturer's Authority: ☐ Yes ☐ No

4.7 OVERAGE

Overages or over-shipments will not be accepted. Any quantity delivered that exceeds the total purchase order quantity will be considered an overage. **Vendors are cautioned that any quantity delivered that exceeds the total purchase order quantity is considered an overage and shall become the property of the State at no cost.**

4.8 STANDARDS

ANSI, ASTM, BIFMA, ISO – each as applicable. Item(s) to bear all appropriate seals.

4.9 SAFETY DATA SHEETS

In addition to meeting Federal and State Laws and requirements concerning hazardous chemicals, contractor shall forward with each invoice a proper and current Safety Data Sheet. Furthermore, contractor shall furnish the State and/or its agencies additional SDS as requested.

4.10 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to insure compliance with the contract requirements and specifications.

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

4.11 WARRANTY

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

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer.

4.12 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

Vendor shall provide upon request 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 provide such information shall be a sufficient basis for rejection of the bid, at the discretion of the State.

4.13 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**.

4.14 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using **ATTACHMENT E: CUSTOMER REFERENCE FORM**, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

4.15 VENDOR'S REPRESENTATIONS

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

4.16 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.17 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below and are **brand 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.

Item #	Specifications
1	Leggett & Platt Chair Kits, various models
2	Krueger OEI Chair Kits, various models
3	Nightingale Chair Kits, various models

VENDOR'S RESPONSE

Item # 1	MINIMUM SPECIFICATIONS Leggett & Platt Chair Kits	Product/Service Offered Meets Specification
1	Guardian XLG Chair Kit with Pacific Arms, Leggett & Platt Model DA1479	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	PC-Value Chair Kit, Leggett & Platt Model DA2028	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Track Mid-Back Chair Kit, Leggett & Platt Model DA2032/NV0105	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Simple Line Low Back Chair Kit, LP06 with Casters, Leggett & Platt Model DA2062	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Simple Line High Back Chair Kit, LP06 with casters, Leggett & Platt Model DA2070	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Sedona Basic Chair Kit without Arms, with option to replace casters with Glides at no additional charge, Leggett & Platt Model D20304	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	ICF/Phantom Task Mesh Chair, Fab, WJ, Leggett & Platt Model NU0009/NU0277	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	ICF Mid Back Drafting Stool Kit, Leggett & Platt Model NU0030	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Stool Assembly Kit to include Foot Ring and Base, hardware components, and option to include Glides or Casters at time of purchase, Leggett & Platt Model NV0234	<input type="checkbox"/> YES <input type="checkbox"/> NO

10	Simple Line Low Back Chair Kit without Arms, Glides, Leggett & Platt Model NV0445	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Leggett & Platt Product Catalog (Percentage Discount noted in Attachment A)	<input type="checkbox"/> YES <input type="checkbox"/> NO

VENDOR'S RESPONSE

Item # 2	MINIMUM SPECIFICATIONS Krueger OEI Chair Kits	Product/Service Offered Meets Specification
12	Adjustable Arm Sets for Breathe (Onslow) Task Chair, Krueger Model CI.BRTH.AARMSET.BL	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	Headrest for Breathe (Onslow) Task Chair, Krueger Model CI.BRTH.HEADREST.BL	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	Breathe (Onslow) Task Chair Kit with Mesh Back, Unupholstered Seat, Hardware Components, Krueger CI.BRTH.P.NA.BL.KD	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Piper Chair Kit with SS Glides, Krueger CI.MSS/XX/PXX	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	Ithaca Drafting Stool Kit without Arms, Carpet Casters, Krueger OE163/NA/STD/NF/C	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	Ithaca Drafting Stool Kit with Adjustable T-Arms, Carpet Casters, Krueger OE163/JR39/STD/NF/C	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	Ithaca Free Float Task Chair kit with Height & Width Adjustable Arms & Seat Slider, Carpet Casters, Krueger OE164/KR200M/SLD/NF/C	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	Ithaca Ultra High Back Chair Kit with Adjustable Pivoting Arms, Memory Foam, Headrest, Casters, Krueger OE178/JR69/MF/HR/SLD/BL/C	<input type="checkbox"/> YES <input type="checkbox"/> NO
20	Attain Nesting Chair Kit without Arms, Poly Back, Upholster-able Seat, Casters, Krueger CI.SNNAU/PKD/XX/PXX/C	<input type="checkbox"/> YES <input type="checkbox"/> NO
21	Attain Nesting Chair Kit with Arms, Upholster-able Seat/Poly Back, Choice of Carpet Casters, Hard Floor Casters, Krueger CI.SNCAU/XX/PXX/X	<input type="checkbox"/> YES <input type="checkbox"/> NO
22	Breath Jr. Task Chair Kit with Carpet Casters, Krueger CI.BRTHJR.PED.NA.BL.KD	<input type="checkbox"/> YES <input type="checkbox"/> NO
23	Breathe Jr. Height & Width Adjustable Arm Set, Krueger CI.BRTHJR.HWARMSET.BL	<input type="checkbox"/> YES <input type="checkbox"/> NO

24	Sitka Task Upholster-able Seat/Poly Back with Arms, Black Base, Carpet Casters or Hard Floor Casters, Krueger CI.GPDCAU/BL/PXX/X	<input type="checkbox"/> YES <input type="checkbox"/> NO
25	Sitka Café 30" Stool kit, 4-leg, No Arms, with Upholster-able Seat, Poly Back and Choice of Felt, plastic/polycarbonate or steel Glides, Krueger CI.GLSNAU/30/XX/PXX/X	<input type="checkbox"/> YES <input type="checkbox"/> NO
26	Sitka Café 30" Stool Kit, 4-Leg, with Arms, with Upholster-able Seat, Poly Back and Choice of Felt, Plastic/Polycarbonate or Steel Glides, Krueger, CI.GLSCAU/30/XX/PXX/X	<input type="checkbox"/> YES <input type="checkbox"/> NO
27	Alt3Conference Mid-Back chair kit with Upholster-able Seat, Mesh Back, Plastic Base, Krueger ALT3C/ALTCLA/C/P/STD/AMXX,	<input type="checkbox"/> YES <input type="checkbox"/> NO
28	Occupy Task Chair Kit with Upholster-able Seat & Mesh Back (Mesh Available in Black or Cool Grey), Krueger OC84QB/MXX	<input type="checkbox"/> YES <input type="checkbox"/> NO
29	Krueger OEI Product Catalog (Percentage Discount noted in Attachment A)	<input type="checkbox"/> YES <input type="checkbox"/> NO

VENDOR'S RESPONSE

Item # 3	MINIMUM SPECIFICATIONS Nightingale Chair Kits	Product/Service Offered Meets Specification
30	CXO Executive Chair Kit without Headrest, Nightingale Model UN6200	<input type="checkbox"/> YES <input type="checkbox"/> NO
31	Headrest Kit for CXO & CXO Heavy Duty Chair Kits, Nightingale Model UN6200RDHR	<input type="checkbox"/> YES <input type="checkbox"/> NO
32	CXO Heavy Duty Chair Kit without Headrest, Nightingale Model UN6200HD	<input type="checkbox"/> YES <input type="checkbox"/> NO
33	EC2 High Back Executive Chair Kit, Nightingale Model UN235D	<input type="checkbox"/> YES <input type="checkbox"/> NO
34	EC4 Guest Chair Kit, Nightingale Model UN421	<input type="checkbox"/> YES <input type="checkbox"/> NO
35	IC2 Mid Back Executive Chair Kit with Extra Thick Enersorb Foam, Articulating Headrest, Nightingale Model UN7300DUFX	<input type="checkbox"/> YES <input type="checkbox"/> NO
36	Malibu 2200 Task Chair Kit, Nightingale Model UN2200	<input type="checkbox"/> YES <input type="checkbox"/> NO
37	NLC 2020 Mid Back Chair Kit with Enersorb Foam and 4-Way Adjustable Arms/Option to Change Arms at time of Purchase to Loop or Flip Arms at No Additional Cost, Nightingale Model UN2020AE	<input type="checkbox"/> YES <input type="checkbox"/> NO

38	NLC 2020 High Back Chair Kit with Enersorb Foam and 4-Way Adjustable Arms/Option to Change Arms at Time of Purchase or Loop or Flip Arms at No Additional Cost, Nightingale Model UN2020DAE	<input type="checkbox"/> YES <input type="checkbox"/> NO
39	NXO Chair Kit, Nightingale Model UN6401	<input type="checkbox"/> YES <input type="checkbox"/> NO
40	NXO Chair Kit without Arms, Nightingale Model UN6407	<input type="checkbox"/> YES <input type="checkbox"/> NO
41	Tuxedo Mid Back Chair Kit with Enersorb Foam, Nightingale Model UN3500E	<input type="checkbox"/> YES <input type="checkbox"/> NO
42	Firefly II 4-Leg Chair with Chrome Arms, Mesh Back and Upholster-able Seat, Nightingale Model UN200MUFST-CH	<input type="checkbox"/> YES <input type="checkbox"/> NO
43	Firefly 4-Leg Armchair Kit with Contoured Nylon Arms, Poly Back and Upholster-able Seat, Nightingale Model UN700-UST	<input type="checkbox"/> YES <input type="checkbox"/> NO
44	Amalfi Chair Kit with Tilt Lock, Nightingale Model UN1900TL	<input type="checkbox"/> YES <input type="checkbox"/> NO
45	Danforth II Club Chair with Straight Arms, Polished Aluminum Legs, Nightingale Model UN1221-CH	<input type="checkbox"/> YES <input type="checkbox"/> NO
46	Danforth II 2 Seat Sofa Kit with Polished Aluminum Legs (Loveseat), Nightingale Model UN1222-CH	<input type="checkbox"/> YES <input type="checkbox"/> NO
47	Danforth II 3 seat Sofa Kit with Polished aluminum legs, Nightingale Model UN1223-CH	<input type="checkbox"/> YES <input type="checkbox"/> NO
48	EC3 High Back Executive Chair Kit, Nightingale Model UN335D	<input type="checkbox"/> YES <input type="checkbox"/> NO
49	Cricket Bariatric 4-Leg Armchair Kit, 500-Pound Capacity, Nightingale Model UN533	<input type="checkbox"/> YES <input type="checkbox"/> NO
50	Bless Chair Kit, Nightingale Model UN2100	<input type="checkbox"/> YES <input type="checkbox"/> NO
51	Headrest for Bless Chair Kit, Nightingale Model 14082100DHR	<input type="checkbox"/> YES <input type="checkbox"/> NO
52	MXO Chair Kit, Nightingale Model U5900	<input type="checkbox"/> YES <input type="checkbox"/> NO
53	Sherman 24/7 Heavy Duty Chair Kit, Nightingale Model UNHD9000	<input type="checkbox"/> YES <input type="checkbox"/> NO
54	Tonik Meeting Chair Kit with Swivel Base, Nightingale Model UN1100	<input type="checkbox"/> YES <input type="checkbox"/> NO
55	Tonik 4-Leg Guest Armchair Kit, Nightingale Model UN1101	<input type="checkbox"/> YES <input type="checkbox"/> NO
56	Soda Meeting Chair Kit with Swivel Base, Nightingale Model UN1700	<input type="checkbox"/> YES <input type="checkbox"/> NO

57	Soda 4-Leg Armchair Kit, Nightingale Model UN1701	<input type="checkbox"/> YES <input type="checkbox"/> NO
58	OXO 4-Leg Armless Chair Kit, Carpet Casters, Upholster-able Seat, Nightingale Model UN65001-07-CA-UFST	<input type="checkbox"/> YES <input type="checkbox"/> NO
59	OXO 4-Leg Armless Chair Kit White Package with White frame, Silver Mesh, Nightingale Model UN6501-07-WH	<input type="checkbox"/> YES <input type="checkbox"/> NO
60	WXO Task Chair Kit with White Package, Upholster-able Seat, White Frame, Silver Mesh, Polished Aluminum Base, Nightingale Model UN5800UFST-WH	<input type="checkbox"/> YES <input type="checkbox"/> NO
61	24/7 Heavy Duty Chair Kit with Arms & Headrest, Nightingale Model UN247HD-HR	<input type="checkbox"/> YES <input type="checkbox"/> NO
62	WXO Mid Back Chair Kit with White Package, All Mesh Kit, Nightingale Model UN5800M-WH	<input type="checkbox"/> YES <input type="checkbox"/> NO
63	GXO 4-Leg Armchair Kit with Upholster-able Seat, Mesh Back, Nightingale Model UN6301	<input type="checkbox"/> YES <input type="checkbox"/> NO
64	Dougie Chair Kit, Nightingale Model UN830	<input type="checkbox"/> YES <input type="checkbox"/> NO
65	Stephanie Lounge Chair with Back, Nightingale Model UN1401	<input type="checkbox"/> YES <input type="checkbox"/> NO
66	Stephanie Ottoman Kit, Nightingale Model UN1410	<input type="checkbox"/> YES <input type="checkbox"/> NO
67	Stephanie Lounge Chair Kit with Double back (Corner Pieces), Nightingale Model UN1412	<input type="checkbox"/> YES <input type="checkbox"/> NO
68	Nightingale Produce Catalog (Percentage Discount noted in Attachment A)	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

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:	

6.2 PRODUCT SUBSTITUTIONS, ADDITIONS OR DELETIONS

The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right delete items that are no longer needed and to add additional products from the same product line. The price for these added products shall be based on the most current published price list with a designated discount percentage which shall be noted on **ATTACHMENT A: PRICING FORM**. This designated discount percentage shall apply to each Vendor's entire catalog of chair kits and components.

6.3 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.

6.4 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 PRODUCT RECALL

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

6.7 PRICE ADJUSTMENTS

The price proposed by the Vendor shall be firm against any increases for twelve (12) months from the effective date of the Contract.

Percentage discounts modifications for any item(s) shall be submitted in writing to the Contract Administrator. Such requests shall include the reason(s) for the request and contain supporting documentation of the need based off the product/equipment documentation from the manufacturer. 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.

Price increases may be considered outside of each one-year prior if significant disruptions are occurring within an industry and supporting documentation is submitted with the request. The State is not obligated to consider or accept price adjustments outside of the one-year periods.

It is understood and agreed that orders will be invoiced at the Contract pricing in effect on the date an order is placed. Invoicing that fails to comport with this provision will subject the Contract to cancellation.

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>

6.9 DAC ADDITIONAL TERMS

1. **ALCOHOL/DRUG FREE WORKPLACE POLICY:** A copy of the Department's Alcohol/Drug Free Workplace Policy is attached to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.
2. **PREA:** The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards. As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@dac.nc.gov, or the DAC PREA office at (919) 825-2754.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDAC policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDAC policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

ITEM #1: Leggett & Platt Chair Kits and Components (Estimated three-year quantities)

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	5	EACH	Guardian XLG Chair Kit w/Arms, DA1479	\$ _____	\$ _____
2	350	EACH	PC-Value Chair Kit, DA2028	\$ _____	\$ _____
3	75	EACH	Track Mid-Back Chair Kit, DA2032/NV0105	\$ _____	\$ _____
4	275	EACH	Simple Line Low Back Chair Kit, DA2062	\$ _____	\$ _____
5	125	EACH	Simple Line High Back Chair Kit, DA2070	\$ _____	\$ _____
6	25	EACH	Sedona Basic Chair Kit w/o Arms, Option to replace casters with glides, DA20304	\$ _____	\$ _____
7	1,000	EACH	ICF/Phantom Task Mesh Chair, FAB, WJ, NU0009/NU0277	\$ _____	\$ _____
8	200	EACH	ICF Mid Back Drafting Stool Kit, NU0030	\$ _____	\$ _____
9	40	EACH	Stool Assembly Kit to Include Footring, etc., NV0234	\$ _____	\$ _____
10	75	EACH	Simple Line Low Back Chair Kit w/o arms, NV0445	\$ _____	\$ _____
11			Leggett & Platt Product Catalog Percentage Discount offered at _____ %		

TOTAL EXTENDED PRICE ITEM 1: \$ _____

ITEM #2: Krueger OEI Chair Kits and Components

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
12	4800	EACH	Adjustable Arm Sets for Breathe (Onslow) Task Chair, Krueger Model C1.BRTH.AARMSET.BL	\$ _____	\$ _____

13	2400	EACH	Headrest for Breathe (Onslow) Task Chair, Krueger Model CI.BRTH.HEADREST.BL	\$ _____	\$ _____
14	4800	EACH	Breathe (Onslow) Task Chair Kit, Krueger CI.BRTH.P.NA.BL.KD	\$ _____	\$ _____
15	2000	EACH	Piper Chair Kit with SS Glides, Krueger CI.MSS/XX/PXX	\$ _____	\$ _____
16	65	EACH	Ithaca Drafting Stool Kit without Arms, Krueger OE163/NA/STD/NF/C	\$ _____	\$ _____
17	200	EACH	Ithaca Drafting Stool Kit with Adjustable T-Arms, Krueger OE163/JR39/STD/NF/C	\$ _____	\$ _____
18	200	EACH	Ithaca Free Float Task Chair Kit with Height & Width Adjustable Arms & Seat Slider, Krueger OE164/KR200M/SLD/NF/C	\$ _____	\$ _____
19	25		Ithaca Ultra High Back Chair Kit with Adjustable Pivoting Arms, Krueger OE178/JR69/MF/HG/SLD/BL/C	\$ _____	\$ _____
20	100		Attain Nesting Chair Kit without Arms, Krueger CI.SNNAU/PKD/XX/PXX/C	\$ _____	\$ _____
21	150		Attain Nesting Chair Kit with Arms, Krueger CI.SNCAU/XX/PXX/X	\$ _____	\$ _____
22	150		Breathe Jr. Task Chair Kit, Krueger CI.BRTHJR.PED.NA.BL.KD	\$ _____	\$ _____
23	150		Breathe Jr. Height & Width Adjustable Arm Set, Krueger CI.BRTHJR.HWARMSET.BL	\$ _____	\$ _____
24	100		Sitka Task Upholster-able Seat/Poly Back with Arms, Krueger CI.GPDCAU/BL/PXX/X	\$ _____	\$ _____
25	100		Sitka Café 30" Stool Kit, 4-leg, No Arms, Krueger CI.GLSNAU/30/XX/PXX/X	\$ _____	\$ _____
26	25		Sitka Café 30" Stool Kit, 4-Leg, with Arms, Krueger, CI.GLSCAU/30/XX/PXX/X	\$ _____	\$ _____
27	50		Alt3 Conference Mid-Back Chair Kit with Upholster-able Seat, Krueger ALT3C/ALTCLA/C/P/STD/AMXX	\$ _____	\$ _____

28	25		Occupy Task Chair Kit with Upholster-able Seat & Mesh Back, Krueger OC840B/MXX	\$ _____	\$ _____
29			Krueger OEI Product Catalog Percentage Discount offered at _____ %		

TOTAL EXTENDED PRICE ITEM 2: \$ _____

ITEM #3: Nightingale Chair Kits and Components

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
30	600	EACH	CXO Executive Chair Kit, Nightingale Model UN6200	\$ _____	\$ _____
31	500	EACH	Headrest Kit, Nightingale Model UN6200RDHR	\$ _____	\$ _____
32	300	EACH	CXO Heavy Duty Chair Kit, Nightingale Model UN6200HD	\$ _____	\$ _____
33	350	EACH	EC2 High Back Executive Chair Kit, Nightingale UN235D	\$ _____	\$ _____
34	250	EACH	EC4 Guest Chair Kit, Nightingale Model UN421	\$ _____	\$ _____
35	75	EACH	IC2 Mid Back Executive Chair Kit, Nightingale Model UN7300DUFX	\$ _____	\$ _____
36	350	EACH	Malibu 2200 Task Chair Kit, Nightingale Model UN2200	\$ _____	\$ _____
37	200	EACH	NLC 2020 Mid Back Chair Kit, Nightingale Model UN2020AE	\$ _____	\$ _____
38	250	EACH	NLC 2020 High Back Chair Kit, Nightingale Model UN2020DAE	\$ _____	\$ _____
39	500	EACH	NXO Chair Kit, Nightingale Model UN6401	\$ _____	\$ _____
40	250	EACH	NXO Armless Chair Kit, Nightingale Model UN6407	\$ _____	\$ _____
41	500	EACH	Tuxedo Mid Back Chair Kit, Nightingale Model UN3500E	\$ _____	\$ _____
42	100	EACJ	Firefly II 4-Leg with chrome arms, Nightingale Model UN200MUFST-CH	\$ _____	\$ _____

43	150	EACH	Firefly II 4-leg armchair kit, Nightingale Model UN700UST	\$ _____	\$ _____
44	100	EACH	Amalfi Chair Kit, Nightingale Model UN1900TL	\$ _____	\$ _____
45	50	EACH	Danforth II Club Chair, Nightingale Model UN1221-CH	\$ _____	\$ _____
46	20	EACH	Danforth II 2 seat sofa kit, Nightingale Model UN1222-CH	\$ _____	\$ _____
47	20	EACH	Danforth II 3 seat sofa kit, Nightingale Model UN1223-CH	\$ _____	\$ _____
48	250	EACH	EC3 High back executive Chair kit, Nightingale Model UN335D	\$ _____	\$ _____
49	50	EACH	Cricket Bariatric 4-leg Armchair kit, Nightingale Model UN533	\$ _____	\$ _____
50	500	EACH	Bless Chair Kit, Nightingale Model UN2100	\$ _____	\$ _____
51	300	EACH	Headrest for Bless Chair Kit, Nightingale Model 14082100DHR	\$ _____	\$ _____
52	75	EACH	MXO Chair Kit, Nightingale Model UN5900	\$ _____	\$ _____
53	25	EACH	Sherman 24/7 Heavy Duty Chair Kit, Nightingale Model UNHD9000	\$ _____	\$ _____
54	50	EACH	Tonik Meeting Chair Kit, Nightingale Model UN1100	\$ _____	\$ _____
55	50	EACH	Tonik 4-leg Guest Armchair, Nightingale Model UN1101	\$ _____	\$ _____
56	50	EACH	Soda Meeting Chair Kit, Nightingale Model UN1700	\$ _____	\$ _____
57	50	EACH	Soda 4-leg armchair kit, Nightingale Model UN1701	\$ _____	\$ _____
58	125	EACH	OXO 4-leg chair kit, Nightingale Model UN6501-07-CA-UFST	\$ _____	\$ _____
59	50	EACH	OXO 4-leg chair kit, white, Nightingale Model UN6501-07- WH	\$ _____	\$ _____
60	150	EACH	WXO Task Chair kit, White package, Nightingale Model UN5800UFST-WH	\$ _____	\$ _____

Bid Number: 52-IFB-866594350-SCP

Vendor: _____

61	50	EACH	24/7 Heavy Duty Chair Kit, Nightingale Model UN247HD-HR	\$ _____	\$ _____
62	50	EACH	WXO Mid Back Chair Kit, White package, Nightingale UN5800M- WH	\$ _____	\$ _____
63	25	EACH	GXO 4-leg Armchair Kit, Nightingale Mode UN6301	\$ _____	\$ _____
64	25	EACH	Dougie Chair Kit, Nightingale Model UN830	\$ _____	\$ _____
65	25	EACH	Stephanie Lounge Chair, Nightingale Model UN1401	\$ _____	\$ _____
66	25	EACH	Stephanie ottoman Kit, Nightingale Model UN1410	\$ _____	\$ _____
67	25	EACH	Stephanie Lounge Chair Kit with Double Back, Nightingale Model UN1412	\$ _____	\$ _____
68			Nightingale Product Catalog Discount offered at \$ _____ %		

TOTAL EXTENDED PRICE ITEM 3: \$ _____

Prior Bid Number: 202000025

Prior Awarded Vendor: Item 1: Leggett & Platt \$305,190.00

Item 2: Krueger \$788,069.70

Item 3: Nightingale \$1,007,017.50

Prior Award Contract Value Total: \$2,100,277.20

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation. The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? Yes _____ No _____

If yes, provide Vendor #: _____

If no, does Vendor qualify for certification as HUB? Yes _____ No _____

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For Services procurements, are you using Subcontractors to perform any of the services being procured under this solicitation?

Yes _____ No _____

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? ☐ YES - NO ☐

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
- b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT H: ALCOHOL DRUG-FREE WORKPLACE POLICY

It is the policy of the Department of Adult Correction to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Adult Correction, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free workplace, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Adult Correction are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Adult Correction utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.