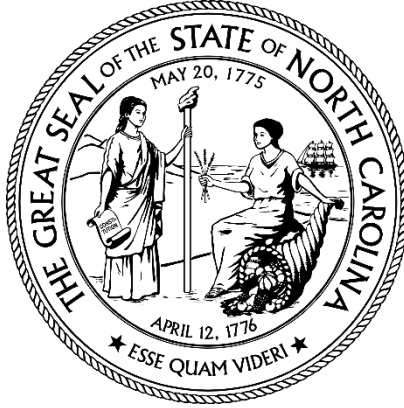




## **STATE OF NORTH CAROLINA**

**The University of North Carolina at Chapel Hill**

**Invitation for Bid #: 3000012810**

**Division of Comparative Medicine PPE Supplies**

**Date Issued: 6/4/2026**

**Submit Written Questions: 06/16/2026 at 1:00PM EST**

**Bid Opening Date: 07/10/2026**

**At 10:30 AM EST**

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

**Connie Dragicevich**

**Scientific & Research Supplies/Services Manager**

**Email: [cdrag1@unc.edu](mailto:cdrag1@unc.edu)**



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**3000012810**

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 shall be sufficient cause to reject your bid.**

\_\_\_\_\_  
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://evp.nc.gov/SignIn?returnUrl=%2F>

**STATE OF NORTH CAROLINA**  
***The University of North Carolina at Chapel Hill***

|                                                                                       |                                                                                        |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Refer <b><u>ALL</u></b> Inquiries regarding this IFB to:<br><b>Connie Dragicevich</b> | Invitation for Bids # 3000012810                                                       |
|                                                                                       | Bids will be publicly opened: 07/10/2026 at 10:30 AM EST                               |
| Using Agency: University of North Carolina at Chapel Hill                             | Commodity No. and Description: PPE supplies for UNC's Division of Comparative Medicine |
| Requisition No.: 1001144576                                                           |                                                                                        |

If you would like to join for opening, please use the link below.

<https://unc.zoom.us/j/99335017581>

**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 they have read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

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

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

Bid Number: 3000012810

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

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement 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 UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 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 University of Chapel Hill)

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## **1.0 PURPOSE AND BACKGROUND**

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Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto. The intent of this solicitation is to award an Agency Contract.

### **1.1 CONTRACT TERM**

The contract shall begin on the executed date of the award contract to follow this IFB. The term shall be one (1) year and the University shall have the option to renew the contract for up to two (2) subsequent years for a total term length of three (3) years.

## **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**

This section intentionally omitted.

### **2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS**

It shall be the Vendor's responsibility to read the Instructions to Vendors, the University of North Carolina at Chapel Hill 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, or exceptions regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the University 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 University may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through this process or negotiation 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 purport 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 University 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 upon through 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                      | University     | 06/04/2026                 |
| Submit Written Questions       | Vendor         | 06/16/2026 at 1:00 PM EST  |
| Provide Responses to Questions | University     | 06/23/2026                 |
| Submit Bids                    | Vendor         | By 07/10/2026 10:30 AM EST |
| Contract Award                 | University     | TBD                        |

## 2.5 SITE VISIT or PRE-BID CONFERENCE

This section intentionally omitted.

## 2.6 BID QUESTIONS

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

Written questions shall be e-mailed to [cdrag1@unc.edu](mailto:cdrag1@unc.edu) by the date and time specified above. Vendors will enter "IFB - 3000012810: Questions" as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

| Reference                | Vendor Question      |
|--------------------------|----------------------|
| IFB Section, Page Number | Vendor question ...? |

Questions received prior to the submission deadline date, the University's response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

## 2.7 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the 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. The date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding on this IFB periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

## **2.8 BID CONTENTS**

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the University rejecting Vendor's bid, in the University's sole discretion

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- k) Completed version of ATTACHMENT I: VENDOR REQUIREMENTS

## **2.9 ALTERNATE BIDS**

This section intentionally omitted.

## **2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors referenced below 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 University 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 University's best interest.

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

While the intent of this IFB is to award a Contract to a single Vendor for all line items the University 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 University to do so.

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

The University 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 29 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 bid 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 University will conduct an evaluation of responsive Bids, as follows:**

1. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The University reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
2. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
3. The University shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The University reserves the right to waive any minor informality or technicality in bids received.
4. For all responses that pass the initial review process, the University will review and assess the Vendors' pricing. The University may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the University is not required to request clarification, and often does 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.
5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the University will make Award(s) based on the evaluation and post the award(s) to the State's eVP website 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 University.

The University 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 University.

### **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 University 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 University:

- a) Total cost to the University
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the University's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the University's business requirements and internal operational culture
- g) Particular risk factors such as the security of the University'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 University; 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 University will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the University'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 University 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 University 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 University 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 include in Vendor's response.

### **4.2 ESTIMATED QUANTITIES**

This section is intentionally omitted.

### **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 or email, 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 15 facilities on the University of North Carolina at Chapel Hill campus. Upon completion of the delivery, the Vendor shall remove and properly dispose of all waste and debris from the site incurred during the delivery.

#### 4.6 AUTHORIZED RESELLER

This section is intentionally omitted.

#### 4.7 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. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the University, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

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

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

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

**Contact information** for warranty service provider:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person (name): \_\_\_\_\_

Contact Person (phone number): \_\_\_\_\_

#### **4.8 MAINTENANCE OPTION**

This section is intentionally omitted.

#### **4.9 [SAMPLES] [DEMONSTRATION] [DESCRIPTIVE LITERATURE]**

This section is intentionally omitted.

#### **4.10 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.

#### **4.11 REFERENCES**

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact supplies offered. The University *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.

#### **4.12 VENDOR'S REPRESENTATIONS**

If the 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 University 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.

#### **4.13 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 University 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 University within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

#### **4.14 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

This section is intentionally omitted. Please see standard Terms and Conditions attached.

#### **4.15 NC COVID-19 VACCINATION AND TESTING REQUIREMENT**

This section intentionally omitted.

**4.16 FEDERAL COVID-19 VACCINATION REQUIREMENT**

This section is intentionally omitted.

**4.17 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

This section is intentionally omitted.

**5.0 PRODUCT SPECIFICATIONS**

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**5.1 REQUIREMENTS**

Products have brand-specific requirements as described in the Attachment A Pricing sheet, included as an additional bid document. The Vendor must also be able to comply with all of the Requirements in Attachment I: Vendor Requirements.

**5.2 CERTIFICATION AND SAFETY LABELS**

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

**5.3 DEVIATIONS**

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

**6.0 CONTRACT ADMINISTRATION**

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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 University a contract manager. The contract manager shall be the University'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:                            |  |

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

## 6.2 POST AWARD PROJECT REVIEW MEETINGS

This section is intentionally omitted.

## 6.3 CONTINUOUS IMPROVEMENT

This section is intentionally omitted.

## 6.4 PERIODIC [WEEKLY, MONTHLY] STATUS REPORTS

This section is intentionally omitted.

## 6.5 ACCEPTANCE OF WORK

This section is intentionally omitted.

## 6.6 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.**

## 6.7 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 University's Contract Manager for resolution. Any claims by the University 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.

## 6.8 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 University, as necessary, to promptly replace any such products, at no cost to the University.

### **6.9.1 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for 60 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 University and Vendor in advance of any price increase going into effect. The University 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 University at any time.

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

### **6.10 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the University and Vendor. Amendments to the contract can only be made through the contract administrator.

**The remainder of this page is intentionally left blank**

## 7.0 ATTACHMENTS

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### **\*\*IMPORTANT NOTICE\*\***

#### **RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: PRICING**

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See Pricing sheet included with Solicitation on eVP.

#### **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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

<https://finance.unc.edu/departments/purchasing/terms-products/>

#### **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING**

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Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT I: VENDOR REQUIREMENTS**

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Complete and return the Vendor Requirements section found on the following page.

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

## ATTACHMENT I: VENDOR REQUIREMENTS

Please verify your ability to fulfill each requirement by marking Y or N in this table:

| Requirement                                                                                                                                                                                                                                                                             | Yes | No |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Products must be delivered to 15 facilities on UNC's campus on a weekly basis.                                                                                                                                                                                                          |     |    |
| Deliveries must be placed in the designated interior areas of each building.                                                                                                                                                                                                            |     |    |
| All orders will be submitted online via email and must be delivered to all 15 locations.                                                                                                                                                                                                |     |    |
| Deliveries must occur within two (2) days of order placement, with the ability to fulfill emergency, on-demand orders overnight as required.                                                                                                                                            |     |    |
| No charge for deliveries.                                                                                                                                                                                                                                                               |     |    |
| Products must be stored in a climate and pest-controlled warehouse prior to delivery.                                                                                                                                                                                                   |     |    |
| Use of climate-controlled delivery vehicles is preferred. If you will be utilizing non-climate-controlled vehicles please guarantee that the inside of the vehicles do not exceed defined thresholds of 75°F /70% Humidity. Standard transport conditions are 65-75°F, 30-70% humidity. |     |    |
| Supplies must be brand-specific as requested. No substitutes will be accepted.                                                                                                                                                                                                          |     |    |
| A documented disaster and emergency weather response plan must be in place to ensure no delivery interruptions due to adverse weather conditions. ***                                                                                                                                   |     |    |

\*\*\*

During a disaster or emergency weather event describe your standard operating procedures for:

- Staffing
  
  
  
- Transportation
  
  
  
- Physical Plant
  
  
  
- Product Safety
  
  
  
- Technology and IT Connectivity
  
  
  
- Additional information

If more space is required please append a separate document to detail emergency event procedures.

*Bid Number: 3000012810*

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