

North Carolina Department of Administration Division of Purchase & Contract

Machelle Sanders
Secretary

Odessa McGlown State Purchasing Officer

Contract Award Certification Date: January 27, 2021

Bid/File Number: 202001133 Commodity: 531316

Cosmetology Supplies and Equipment - IFB

To: From:

Bob Sieh Melinda Tomlinson Pivot Point International 984-236-0238

Pivot Point International Inc melinda.tomlinson@doa.nc.gov
Suite 700 Division of Purchase and Contract

8725 West Higgins Rd, IL 60631

Agency Requisition Number: 202001133

I am pleased to inform you that, following the evaluation process, the Division of Purchase and Contract proposes to accept your offer in relation to the above commodity. You will be contacted with further details and instructions by the using agency.

Item(s) Award Using Agency:

See Page 2. Amount: DEPARTMENT - Community Colleges

See comment Systems

below. Justin Stringfield

Raleigh, NC 27699

Comments: Contract Term:

No maximum or minimum quantities are guaranteed. The 01/27/2021 - 01/26/2024 State shall not be obligated to purchase in excess of its

normal requirements.



North Carolina Department of Administration Division of Purchase & Contract

Odessa McGlown State Purchasing Officer

Pre-Packaged Kits		PRICE LIST DATE	PRICE PER KIT
RCCC HS Cost Kit-HSCOSM		No Bid	
RCCC Advanced Cos Kit-ADVCOSM		No Bid	
RCCC 116 Cost Kit (Burmax) -116COSMBurmax		No Bid	
RCCC Contemporary Design Kit (Burmax) -			
CONTEMPDESIGN		No Bid	
RCC Esti Kit126 (Burmax) -ESTI126		No Bid	
RCCC-Esti120 (Burmax) -ESTI120	No Bid		
RCCCC Cos Nail Kit (Burmax) -	No Bid		
RCCC Full COS Kit - FULLCOSMKIT	No Bid		
RCCCC HS Advanced Cost Kit -HSADVCOSM	No Bid		
RCCC Grad Semester Kit-GRADKIT	No Bid		
RCCC Contemporary Color Kit-CONTEMPCOLOR	No Bid		
RCCC COS TR Kit - ROWANCABARRUS-KIT-C-111/112 RCCC Kits 1/8/2021		\$987.20	
LCC Nail Technology Student Kit	No Bid		
ACC - COS KIT	No Bid		
PCC- COS KIT (Marianna)	No Bid		

Please Note:

- 6. <u>This is not a purchase order.</u> Do not make shipment until you have received an official order from the using agency.
- 7. Invoices should be made out to the using agency and forwarded directly to them for payment.
- 8. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
- 9. Applicable North Carolina Sales and use tax shall be added to invoices as a separate item.
- **10.** Please note the contract award description above, the contract awarded to you may be a portion of the contract, rather than the complete contract.

<u>Melinda W. Tomlinson</u> Signature



IFB:

202001133

Address:

Pivot Point International, Inc. 8725 West Higgins Road, Suite 700 Chicago, IL 60631

Phone:

847-866-0500

Authorized representative:

Bob Sieh

Sr. Vice President, Finance & Operations





January 8, 2021

Ref: IFB 202001133

This cover letter is to confirm that Robert J. Sieh has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.

Sincerely,

Robert J. Sieh

Sr. Vice President, Finance & Operations

Pivot Point International, Inc.

8725 West Higgins Road, Suite 700

Chicago, IL 60631

STATE OF NORTH CAROLINA Division of Purchase and Contract		
Refer <u>ALL</u> Inquiries regarding this IFB to:	Invitation for Bids # 202001133	
Melinda Tomlinson	Bids will be publicly opened: January 15, 2021 @ 10:00 AM ET	
Melinda.tomlinson@doa.nc.gov		
Using Agency: NC Community College	Commodity No. and Description: 9110 – Cosmetology Supplies	
System	(hair care, personal care, and adornment)	
Requisition No.: N/A		

EXECUTION

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

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

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

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

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

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

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 <u>INSTRUCTIONS TO VENDORS</u> and the <u>NORTH CAROLINA GENERAL TERMS AND CONDITIONS</u>, and it has read the <u>SAMPLE AGREEMENT</u>.

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:				
CTDEET ADDDECC.		DO BOY:	ZID.	
STREET ADDRESS:		P.O. BOX:	ZIP:	
017) 0 07475 0 710		TELEBUIONE NUMBER	TOLL EDGE TEL NO	
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):				
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: FAX NUMBER:				
PRINT NAIVIE & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR.		TAX NOWBER.		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:		

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Bid Number: 202001133	Vendor:	
VALIDITY PERIOD		

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your bid is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

	, 20	_, as indicated
on the attached certification, by PandC - Walinda Tomlinson		
(Authorized Representative of DOA/Division of Purchase and Contract)		

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Bid Number: 202001133 Vendor: _____

1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to establish an Agency Specific Term Contract to furnish and deliver a comprehensive multiple manufacturer's product line of Cosmetology Kits on an "**As Needed**" basis, if and when ordered by NC Community College System (NCCCS), consisting of the 58 NC Community Colleges during a three-year term.

The contract resulting from this IFB is a convenience contract for NC Community College System. The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

Based on historical data reports, the NC Community College System for whom the use of this Contract is a convenience, has purchased a total of approximately \$150,000.00 annually for Cosmetology Supplies. No maximum or minimum quantities are guaranteed. The State shall not be obligated to purchase in excess of its normal 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 contract award (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. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Contract Terms and Conditions.

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's 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, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.6 BID QUESTIONS. 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 this process, 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. 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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

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Bid Number: 202001133

/endor:			

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 18, 2020
Submit Written Questions	Vendor	January 8, 2021 @ 10:00 AM ET
Provide Responses to Questions	State	January 12, 2021
Submit Bids	Vendor	January 15, 2021 @ 10:00 AM ET
		Due to COVID-19 Requirements of Social Distancing the Public bid opening for this solicitation will be conducted via conference call. To hear the bid opening for 202001133: Call 1-415-655-0003 Meeting number (access code): 178 468 9135
Contract Award	State	TBD

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 above due date.

Written questions shall be e-mailed to <u>Melinda.tomlinson@doa.nc.gov</u> by the date and time specified above. Vendors will enter "IFB # 202001133 - Questions" as the subject for the email. Questions 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 State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, 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. Vendor shall bear the risk for late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been submitted by the specified time and date of opening. The date and time of submission will be recorded for each bid when received, and any bid received after the bid submission deadline will be rejected.

NC BIDS

If applicable to this IFB and using NC BIDS, all bid responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the NC BIDS for Vendors page includes online training videos and a link to NC BIDS FAQs for 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.

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Bid Number: 202001133 V	/endor:
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Critical updated information may be included in Addenda to this IFB. It is important that all Vendors bidding on this IFB periodically check the State's IPS 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.

2.7 BID CONTENTS

Vendors shall populate <u>ALL</u> attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Cover Letter, must include a statement that confirms that the proposer has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
- 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
- d) Vendor Response
- e) Completed version of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK
- f) Completed and signed version of <u>ATTACHMENT D: VENDOR REQUEST FOR EXECUTIVE ORDER #50</u>

 <u>PRICE MATCHING</u> form that confirms that a price matching opportunity is requested
- g) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT G: CUSTOMER REFERENCE FORM
- j) Completed and signed version of ATTACHMENT H: HUB SUPPLEMENTAL VENDOR INFORMATION

2.8 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #202001133 for [name of Vendor"]. Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

A list of commonly used definitions has been provided in the INSTRUCTIONS TO VENDORS.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. 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 qualified bids will be evaluated, and award or awards will be based on the qualified bid(s) offering the lowest price that meets the requirements set out herein.

All qualified bids will be evaluated, and award(s) made as deemed advantageous or necessary to provide the estimated requirements as to breadth of lines, , pricing submitted for individual kits, quantity, quality, delivery, service, and/or geographical coverage. The State at its discretion may elect to have multiple manufacturers' products represented in each of the kits.

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Bid Number: 202001133	Vendor:
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Vendors shall provide a complete offering of all items listed in a kit listed in ATTACHMENT A-PRICING SUBMITTAL WORKBOOK. Partial bids per kit will not be considered. Vendors must bid on all items listed in a kit. Vendors do not have to submit a bid that includes all kits, but the bid submitted must contain all items listed in a specific kit.

The State reserves the right to conduct any tests it may deem advisable and to make any required evaluations. The State also reserves the right to reject any or all bids, in whole or in part, to waive informalities, and to delete items prior to making an award, whenever it is deemed, in the sole opinion of the State, to be in its best interest. If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to <a href="https://doi.org/10.103/journal.org/10.103/journa

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 bidder, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 30, CONFIDENTIAL INFORMATION and Paragraph 30, COMMUNICATIONS BY VENDORS of the INSTRUCTIONS TO VENDORS.

3.3 BID EVALUATION PROCESS

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. 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.

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 section 2.6.

All bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. 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. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations, demonstrations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. 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.

The State also reserves the right to reject any or all bids, in whole or in part, to waive informalities, and to delete items prior to making an award, whenever it is deemed, in the sole opinion of the State, to be in its best interest.

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.

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Bid Number: 202001133	Vendor:
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Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS 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 submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete <u>ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR</u>. 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 and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- 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 Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the North Carolina General Contract Terms and Conditions. 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department 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 and as otherwise stated in this IFB. If a Vendor is unclear about a requirement 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.

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.

4.2 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to

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D'IN 1 000001100
Bid Number: 202001133 Vendor:
evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.
4.3 TRANSPORTATION AND IDENTIFICATION
The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.
When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.
4.4 DELIVERY
FOB DESTINATION-STATEWIDE
Successful Vendor shall complete delivery within ten (10) 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 [shall or may] be used as a factor in the award criteria.
All orders shall be delivered to the location specified by the Buyer in the Purchase Order. The specified location may include a loading dock or area inside a building. Awarded Vendor shall notify Buyer at least two (2) business days in advance of a delivery to allow for the availability of agency personnel to receive the product(s) if agency so requires on its purchase order.
Vendor shall furnish all necessary transportation, materials, and supplies as may be required to deliver for owner's use. The Awarded Vendor(s) shall notify the Buyer when one or more items in an order cannot be delivered within the time specified. After notification to the Buyer of a fulfillment delay of one or more items in a shipment, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, providing the cancellation occurs before the delayed item or order has shipped.
4.5 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 with its bid response a signed statement from the manufacturer confirming authorization. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

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Dealer

Authorized: \square Yes \square No Attached Manufacturer's Authority: \square Yes \square No

Reseller

☐ Distributor

Vendor is the:

The Vendor shall state on ATTACHMENT A-PRICING SUBMITTAL WORKBOOK the warranty information for all products offered under this solicitation.
Vendor warrants that all products 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 State, 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 State 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):
Contact Person (email):

Vendor:

4.7 DEMONSTRATION/DESCRIPTIVE LITERATURE

DEMONSTRATION

Bid Number: 202001133

4.6 WARRANTY

The State reserves the right to require a demonstration of the exact model of equipment offered in order to assess suitability of the offered equipment for the intended use. Such demonstration shall be performed at user's facility by Vendor or his authorized representative before award of contract, upon request by and without charge to the State. Failure of Vendor or his authorized representative to perform a satisfactory demonstration (if requested) in accordance with these requirements shall be a sufficient basis for rejection of the bid. The results of such demonstration will be considered in the evaluation and award of a contract.

DESCRIPTIVE LITERATURE/CERTIFICATION

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

4.8 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

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Bid Number: 202001133	Vendor:
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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.

4.9 REFERENCES

Vendors shall provide at least three (3) references, using <u>ATTACHMENT G: CUSTOMER REFERENCE FORM</u>, 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 proposal.

4.10 VENDOR'S REPRESENTATIONS

If the bid results in an award, the 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 Deliverables.

Vendor expressly assumes full responsibility for prompt notification to the Purchasing Agency 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.

4.11 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the <u>ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION</u>. 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. Failure to complete this form to shall be a sufficient basis for rejection of the bid.

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Bid Number: 202001133	Vendor:
5.0 PRODUCT SPECIFICATIONS	

COSMETOLOGY KITS

Certain community colleges require pre-packaged kits to be ordered/shipped for their students. The kits are based on requirements for exams, providing kits for the start of courses, etc.

The items to be included in the referenced kits below are defined in this worksheet link:

SPREADSHEET FOR COSMETOLOGY KITS

5.2 **DEVIATIONS**

5.1

The nature of all deviations from the <i>Specifications</i> and <i>Requirements</i> 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 <i>Specifications</i> and <i>Requirements</i> , and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intende by the State that any deviation will be acceptable. Do <u>not</u> list objections to the North Carolina General Contractors and Conditions in this section.

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Bid Number: 202001133 Vendor:	
Bid Number: 202001133 Vendor:	

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

If selected for award, the Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.3 ACCEPTANCE OF WORK

Performance of the work and delivery of goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services or goods are approved as acceptable by the Contract Administrator. The State and the Vendor will negotiate and agree on an acceptable notification process and resubmission period, which will be memorialized in the Contract.

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

6.4 DISPUTE RESOLUTION

During the performance of the contract, the parties must 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 term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 CONTRACT CHANGES

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

6.6 PACKING SLIPS

The Vendor shall attach a detailed packing slip to each delivery to reference each delivery container or carton. The standard format for Packing Slips shall be Single Packing Slips meaning the Vendor will provide the Buyer with a Packing Slip for each order. Packing Slips must include detailed line item information to allow Buyer to verify that pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all Packing Slips to Buyer:

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

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6.7 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.

6.8 RETURN/RESTOCKING POLICY

Vendor shall accept merchandise returns from users for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to users, whichever a user requests, within thirty (30) business days on all returns of ordered products that are in original packaging and in re-sellable conditions. Vendor shall not impose a restocking fee on users for merchandise that has been returned, unless it is a specialty item and the user has been notified, at the time of placement of order, of the potential restocking fee.

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Vendor or product performance, shall be returned at Vendor's expense within five (5) business days after receipt of notification from the Ordering Entity; with no restocking charge.

6.9 PRODUCT RECALL

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

6.10 OUT-OF-STOCK & BACK-ORDERS

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

6.11 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

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

The products included in this IFB are expected to cover the NCCC's needs for the term of the Contract. In the case that the NCCC's needs change over the term of the Contract, the State reserves the right to add additional products to the Contract that can be supplied by an awarded Vendor in the product category if such products have been duly qualified through PRODUCT SPECIFICATIONS. The price for these added products will be mutually agreed to by the State and the Vendor but shall be assumed to be offered for at least a discount similar to what the Vendor has bid on similar products listed in the IFB. The State may remove products from this Contract at its discretion in accordance with the General Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS. A Vendor may request additions to the contract from time to time, and it is the Vendor's responsibility to submit documentation sufficient to demonstrate that the requested addition meets all relevant requirements of this IFB. This paragraph shall not be construed as implying that the State must or will add any product to the contract, regardless of qualification under the PRODUCT SPECIFICATIONS.

6.12 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm for the first year of the contract.

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Bid Number: 202001133	Vendor:
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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 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.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation.

6.13 TAXES

No taxes shall be included in any bid prices.

The remainder of this page is intentionally left blank

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Bid Number: 202001133 Vendor:	

ATTACHMENT A: PRICING SUBMITAL WORKSHEET

The Pricing Form associated with this IFB is a separate document that is captioned ATTACHMENT A: PRICING FORM and can be found at the following link:

PRICING SUBMITTALWORKSHEET

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_09.2020.pdf.

ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING

The Vendor Request for EO50 Price-Matching associated with this IFB is a separate document that is captioned **ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING** and can be found at the following link: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_01.2020.pdf

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

The Location of Workers Utilized by Vendor associated with this IFB is a separate document that is captioned **ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form Location-of-Vendors-Located-Outside-the-United-States 01.2020.pdf.

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

The Certification of Financial Condition associated with this IFB is a separate document that is captioned **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link: https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf.

ATTACHMENT G: CUSTOMER REFERENCE FORM

The Customer Reference Form associated with this IFB is a separate document that is captioned **ATTACHMENT G**: **CUSTOMER REFERENCE FORM** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer-Reference-Template_092020.pdf.

ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION

The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2020.pdf.

ATTACHMENT I: SAMPLE AGREEMENT

The Sample Agreement with this IFB is a separate document that is captioned **ATTACHMENT I: SAMPLE AGREEMENT** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Sample Agreement.pdf

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NORTH CAROLINA Department of the Secretary of State

CERTIFICATE OF AUTHORITY

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

PIVOT POINT INTERNATIONAL, INC.

having filed on this date an application conforming to the requirements of the General Statutes of North Carolina, a copy of which is hereto attached, is hereby granted authority to transact business in the State of North Carolina.





Scan to verify online.

of Raleigh, this 12th day of January, 2021.

Claime 4. Marshall

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City

Secretary of State

Document Id: C202100701811 Verify this certificate online at https://www.sosnc.gov/verification

Cosmetology Kits

Each Vendor shall offer the manufacturer's complete product line for the categories per Section 5.0 PRODUCT SPECIFICATIONS, Sub-Section 5.1

DO NOT ALTER WORKBOOK, ENTER VALUES ONLY

Pre-Packaged Kits	CATALOG ID	PRICE LIST NAME	PRICE LIST DATE	PRICE PER KIT
RCCC HS Cost Kit-HSCOSM				
RCCC Advanced Cos Kit-ADVCOSM				
RCCC 116 Cost Kit (Burmax) -116COSMBurmax				
RCCC Contemporary Design Kit (Burmax) -CONTEMPDESIGN				
RCC Esti Kit126 (Burmax) -ESTI126				
RCCC-Esti120 (Burmax) -ESTI120				
RCCCC Cos Nail Kit (Burmax) -				
RCCC Full COS Kit - FULLCOSMKIT				
RCCCC HS Advanced Cost Kit -HSADVCOSM				
RCCC Grad Semester Kit-GRADKIT				
RCCC Contemporary Color Kit-CONTEMPCOLOR				
RCCC COS TR Kit - ROWANCABARRUS-KIT-C-111/112	RCCC Kits	Rowancabarrus-kit-c-111/112	1/8/21	\$987.20
LCC Nail Technology Student Kit				
ACC - COS KIT				
PCC- COS KIT (Marianna)			<u> </u>	
Manaufacturer's Warranty				

IFB#

CUSTOMER REFERENCE TEMPLATE

Instructions: Please use this form to submit three (3) customer references.

Name of Customer		Customer Reference	
organization		Name	
		Customer Reference	
		Address	
Contract Start Date		Customer Reference	
		Phone Number	
Contract End Date		Customer Reference	
		Email	
Describe the quantity an	d type of products or serv	vices provided by your con	npany to the customer.
Describe any service leve	al agreements your comp	any had in place with this	customer how your
_		reements during the term	
	_	act period and how they v	
describe any issues that	came up during the conti	act period and now they v	vere resorveu.

IFB#

CUSTOMER REFERENCE TEMPLATE

Instructions: Please use this form to submit three (3) customer references.

Name of Customer		Customer Reference	
organization		Name	
		Customer Reference	
		Address	
Contract Start Date		Customer Reference	
		Phone Number	
Contract End Date		Customer Reference	
		Email	
Describe the quantity an	d type of products or serv	vices provided by your con	npany to the customer.
Describe any service leve	al agreements your comp	any had in place with this	customer how your
_		reements during the term	
	-	act period and how they v	
describe any issues that	came up during the conti	act period and now they v	vere resorveu.

IFB#

CUSTOMER REFERENCE TEMPLATE

Instructions: Please use this form to submit three (3) customer references.

Name of Customer		Customer Reference	
organization		Name	
		Customer Reference	
		Address	
Contract Start Date		Customer Reference	
		Phone Number	
Contract End Date		Customer Reference	
		Email	
Describe the quantity an	d type of products or serv	vices provided by your con	npany to the customer.
Describe any service leve	al agreements your comp	any had in place with this	customer how your
_		reements during the term	
	-	act period and how they v	
describe any issues that	came up during the conti	act period and now they v	vere resorveu.

VENDOR REQUEST FOR EO50 PRICE-MATCHING

IFB#_202001133
Vendor Name: Pivot Point International, Inc.
PART I – EO50: Resident Bidder Determination
Vendor shall check the applicable boxes below. In order to be considered for the price-matching opportunity under Executive Order #50 and G.S. 143-59(c)(1), Vendor must meet the definition of a "Resident Bidder".
By submitting this form with the proposal, the Vendor <u>certifies</u> that:
it has paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.
it has paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.
PART II – EO50
I certify that the Vendor's principal place of business is located in North Carolina. Principal place of business is defined as the principal place from which the trade or business of the bidder is directed or managed.
A. Provide address of principal place of business:
Street Address (no P.O. Box number)
City, State, Zip Code
Is the above address the location of Vendor's overall headquarters? YES NO If Vendor has a public website, provide the link/address:
B. ATTACH A COPY OF VENDOR'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE (such as Vendor's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Vendor).
OR (check the box below)
Vendor certifies that its business is <u>not</u> required to make filings with the North Carolina Secretary of State. If box is not checked, state reason why no filings are required:
ndor Price Matching Opportunity sion Date: 1/2020 Page Page Pivot Paint INT., NC.

Vendor Price Matching Opportunity

Version Date: 1/2020

1 | Page

CERTIFICATION OF FINANCIAL CONDITION

Attachment ____

Solicitation #:					
Vendor Name: Pivot Point International, Inc.					
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: 1031/19 (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 in 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 this 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 15 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:					
A					
/ ht all 1/7/2021					
Signature Date Date Dat					
Printed Name Title					

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

HISTORICALLY UNDERUTILIZED BUSINESSES Supplemental Vendor Information

Solicitation # <u>20</u> Vendor Name: <u>I</u>		ternational, In	·				
are at least fifty-	one percent ow	esses (HUBs) co ned and operate enterprises and	d by an individu	ual(s) of the ca	tegories. Also in	cluded in tl	nis
this procurement enterprises and	nt process by I non-profit wo	, 143-48 and 14 businesses owr rk centers for t as subcontracto	ned by minorit the blind and	ies, women, severely disa	disabled, disab bled. This inclu	led busine udes utilizi	ss ng
The Vendor sha	III respond to qu	estions below, a	s applicable.				
1. Is Vend	or a NC-certifie	d HUB? 🗌 Yes	■ No				
If yes, p	provide vendor #	#:		_			
If no , do	oes vendor qual	ify for certification	on as HUB? 🗌	Yes No			
Vendors certifica	100	s" will be referre	ed to the HUB (Office for assis	tance in acquiri	ng	
		ements, are you following inform	-	ppliers? 🗌 \Upsilon	es 🔳 No		
Company Name	Company Address	Website Address	Contact name	Contact email	Contact Phone	NC HUB certified?	Percentage of total bid price

procure	d under this so	ents, are you usin licitation? \(\sum \) You following inform	es No	ors to perform	any of the serv	ices being	
Company Name	Company Address	Website Address	Contact name	Contact email	Contact Phone	NC HUB certified?	Percentage of total proposal price
North Carolina I Version Date: 9, 1 Page		ntal Vendor Infor	mation	Pivoz	Point	I hest	, lac.

LOCATION OF WORKERS UTILIZED BY VENDOR

RFP# 202001133
Vendor Name: Pivot Point International,
In accordance with NC General Statute 143-59.4, the 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 a) and b) below.
a) Will any work under this Contract be performed outside the United States?
1, List the location(s) outside the United States where work under The Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract: 8725 W. Higgins Rd. Suite 700 Chicago II 60624 2. Specify the manner in which the resources or workers will be utilized:
b) Where, within the U.S., will work be performed? 8725 W. Higgins Rd. Suite 700 Chicago, IL 60631
1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers

- outside 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, sub-Contractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
- 3. All Vendor or sub-Contractor 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. Perot Point lan. Inc

Version Date: 1/2020



North Carolina Department of Administration Division of Purchase & Contract

Machelle Sanders
Secretary

Odessa McGlown State Purchasing Officer

IMPORTANT BID ADDENDUM January 12, 2021

FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR BID TO

REJECTION ON THE AFFECTED ITEM(S):

BID Number: 202001133 ADDENDUM Number: 02 COMMODITY: Cosmetology Supplies and Equipment - IFB USING AGENCY: DEPARTMENT - Community Colleges

Systems

OPENING DATE/TIME: January 15, 2021 @ 10:00

PURCHASER: Melinda Tomlinson

INSTRUCTIONS:

1.	Please make the following	change(s) in the bid referenced above.	
	to product the second control of the second	REVISED PRICING SUBMITTAL WORKBOOK	
		110001000000000000000000000000000000000	

Note: The revised pricing submittal workbook includes the RCCC COS TR Kit - ROWANCABARRUS-KIT-C-111/112 kit.

2. Check ONLY one of the following categories and return one properly executed copy of this addendum prior to bid opening time and date.

| Bid has already been submitted. Changes resulting from this addendum are as follows:

| Bid has already been submitted. NO CHANGES resulted from this addendum.

| ABBid has NOT been submitted and ANY CHANGES resulting from this addendum are included in our bid.

| Execute Addendum:

BIDDER:	Pivot Point International	
ADDRESS (CITY & STATE):	8725	West Higgins Rd # 700
AUTHORIZED SIGNATURE:	Amil R Jones	DATE: 1-13-21
NAME and TITLE (Print):	Samie R Sones	Business Development ymanager

State of North Carolina | Purchase & Contract 1305 Mail Service Center | 116 West Jones Street | Raleigh, NC 27699-1305 919 807 4500 T Revised: November 2017 (DH)