



SOUTHERN EDUCATIONAL SYSTEMS

380 Wingo Heights Road STE 3C Spartanburg, SC 29303
Authorized Representative: Jason Wells, 864-237-3740 or
David Williams 864-596-8921

RESPONSE FOR

Invitation for Bid # 50-2223003

2327- Welding Equipment, Supplies,
Accessories and Consumables



STATE OF NC COMMUNITY COLLEGE SYSTEM
ATTN: GRANT F BRALEY
DIRECTOR OF PROCUREMENT & AUXILIARY SERVICES



**SOUTHERN
EDUCATIONAL
SYSTEMS**

Educational & Industrial Training Equipment Specialist

PO Box 170339 Spartanburg SC, 29301

Toll Free: 800-772-7379

Fax: 864-596-8924

Mission Statement: To become and remain the leading supplier of educational equipment and to relentlessly pursue excellence in our professional and personal lives.

Charter Date: April 1990

Location: 380 Wingo Heights Road Suite 3C, Spartanburg, SC 29303
Phone: 864-596-8921 Fax: 864-596-8924

Officers: President - Rome Lindler
Chief Financial Officer - David Williams
Advisory Board - Tom Davis
Advisory Board - Fred Hampton

Office Staff: Chief Financial Officer - David Williams
Inside Sales Support – Lacey Jones
Inside Sales Support – Brittany Patrick
Inside Sales Support – Morgan Alvarado
Project Manager - Terry Wells

Sales Staff: Rome Lindler – President (Sales Manager)

Tom Davis - Educational Consultant (Eastern North Carolina)

Jason Wells - Educational Consultant (Western North Carolina)

Ray Murphy - Educational Consultant (South Carolina)

Liam Ronan - Educational Consultant (Kentucky)

Richard Boyer - Educational Consultant (Georgia)

Jay Hickel - Educational Consultant (Alabama)

Marina Veraha - Educational Consultant (Florida)

Doug Meredith- Educational Consultant (Alabama, Georgia, & Florida)

Eric Parish - Educational Consultant (Tennessee)

Scott Goodloe - Educational Consultant (Virginia)

Support Staff: Trent Nelson – Installs and Technical Support
(Based in South Carolina - Home Office)

Luke Kelley – Lab Layouts / CAD and Customer Support
(Based in Spartanburg, SC – Home Office)

Markets:

Technical Education	Vocational Education
Community Colleges	Industrial Training Centers
Universities	STEM Programs

History:

Southern Education Systems evolved from Dixie Electronics of Columbia, SC, one of the oldest and most well-respected companies in the Electronics and Education Equipment Industry. For over 30 years, Dixie was the leader in providing technical equipment to schools, a division born from their mainstream business of Industrial Electronic Components. In 1990, Dixie was acquired by NCH Corporation of Ervin, TX. The educational division was acquired by Fred Hampton and Tom Davis, both former employees of Dixie. The transfer was fully supported by Dixie/NCH, and Southern Educational Systems was born. Sales have increased each year, and facilities and staff were gradually added.

The Southern Educational Systems corporate office is located in Spartanburg, SC.

Manufacturers Represented:

Afinia	Innotek
Air Purification	Kuka Robotics
Airwolf 3D Printers	Lincoln Electric
Arclight Dynamics	LJ Create
Automation Studio	Lucas-Nuelle
BOY Machines	Marcraft
CarveWright	Mcor Technologies
Motoman Robotics	MegaTech
EMCO	Motor Controls International
Greene Manufacturing	PassAssured
iConnect Training	SMC Corporation
Immersion Training Solutions	Stokes Educational Services
Intelli-ARC	TecEquipment

Sales &Marketing:

Southern Education Systems, Inc. aggressively pursues business by using the following methods and activities:

1. Personal face to face calls
2. Product Demonstrations
3. Group Presentations
4. Workshops and Seminars
 - A. In cooperation with Educational Institutions
(State Departments and Universities)
 - B. At our Training Center and at our Corporate Headquarters
5. Direct Mail
6. Published Technology Education Catalog
7. Assistance to customer with Lab Layout, Design, Producing CAD Drawings, and Specifications
8. Assistance to customers with installations
9. Assistance to customers with Product Orientation and Training
10. Follow-Up to ensure service and future sales
11. Any other legitimate professional activity that will result in sales

Annual Sales:

Southern Education Systems, Inc. has annually become one of the top, if not the top dealer in the country for technical training equipment. Just a few of our manufacturers' rankings:

Greene Manufacturing:	Top 3 Dealer Annually
Innotek:	# 1 or # 2 Dealer Annually
Kuka:	# 1 Dealer Annually
Marcraft:	# 1 or # 2 Dealer Annually
Motoman:	# 1 or # 2 Dealer Annually
SMC Corporation:	# 1 Dealer Annually



**SOUTHERN
EDUCATIONAL
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Educational & Industrial Training Equipment Specialist

We, Southern Educational Systems, confirm that we have read the IFB in its entirety.

This includes reading all links, and all Addenda released in conjunction with the IFB.

A handwritten signature in black ink, appearing to read 'D. Williams', positioned above a horizontal line.

David Williams, CFO



DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known NA Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: NC COMMUNITY COLLEGE SYSTEM	7. Federal Program Name/Description: WELDING EQUIPMENT, SUPPLIES, ACCESSORIES A CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> SOUTHERN EDUCATIONAL SYSTEMS, INC PO BOX 170339 SPARTANBURG, SC 29301	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>DAVID WILIAMS</u> Title: <u>CFO</u> Telephone No.: <u>800-772-7379</u> Date: <u>09/12/2022</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

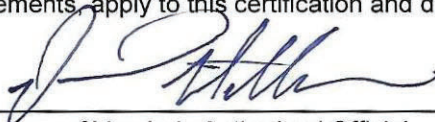
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, SOUTHERN EI, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Vendor's Authorized Official

DAVID WILLIAMS, CFO

Name and Title of Vendor's Authorized Official

09/12/2022

Date



STATE OF NORTH CAROLINA

North Carolina Community College System

Invitation for Bid #: 50-2223003

Welding Equipment, Supplies, Accessories and Consumables

Date Issued: August 25, 2022

Bid Opening Date: September 14, 2022, 2:00 PM EST

Direct all inquiries concerning this IFB to:

Grant F. Braley

Director of Procurement & Auxiliary Services

Email: braleyg@nccommunitycolleges.edu

Phone: (919) 807-7199



STATE OF NORTH CAROLINA North Carolina Community College System

Refer <u>ALL</u> Inquiries regarding this IFB to: All correspondence with Vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (Only) based on the schedule in Section 2.4	Invitation for Bids #: 50-2223003 Bids will be publicly opened: 2:00 PM EST, September 14, 2022
Using Agency: North Carolina Community College System Requisition #: N/A	Commodity No. and Description: 2327 – Welding, Soldering, Brazing Machinery & Accessories and Supplies

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 **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the Ariba Sourcing Tool.

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

COMPLETE/FORMAL NAME OF VENDOR: SOUTHERN EDUCATIONAL SYSTEMS, INC		
STREET ADDRESS: 380 WINGO HEIGHTS RD STE 3C	P.O. BOX: PO BOX 170339	ZIP: 29301
CITY & STATE & ZIP: SPARTANBURG, SC 29303	TELEPHONE NUMBER: 864-596-8921	TOLL FREE TEL. NO: 800-772-7379
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: DAVID WILLIAMS, CFO	FAX NUMBER: 864-596-8924	
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 9-12-22	E-MAIL: PURCHASING@SESLABS.COM

Bid Number: 50-2223003

Vendor: SOUTHERN EDUCATIONAL SYSTEMS

VALIDITY PERIOD

Offer shall be valid for at least 120 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

^{DS}
KG If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p>FOR STATE USE ONLY: Offer recorded this <u>11/11/2022</u> day of _____, 20____, as indicated</p> <p>DocuSigned by: <u>William S. Carver</u></p> <p><small>3019ADBB235E429...</small> _____ _____ (Representative of North Carolina Community College System)</p>

Bid Number: 50-2223003**Vendor: SOUTHERN EDUCATIONAL SYSTEMS**

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Bid Number: 50-2223003**Vendor: SOUTHERN EDUCATIONAL SYSTEMS**

1.0 PURPOSE AND BACKGROUND

The North Carolina Community College System (NCCCS) through the coordination with the North Carolina Community College System Office (NCCCSO) aids and guides in creating contracts to ensure more competitive pricing by procuring essential products and services for the 58 Community Colleges within the State of North Carolina. The purpose of this IFB is to execute contract(s) for potential Vendor(s) to furnish and deliver, throughout the contract period, a comprehensive multiple manufacturer's product line for new, unused and in current production commercial and institutional quality, welding equipment, supplies, accessories and consumables to the community colleges on an "As Needed" basis, if and when ordered by NC Community College System (NCCCS) during the contract period.

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

The Community College System consists of the following colleges:

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

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

1.1 CONTRACT TERM

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

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to **two (2) additional one-year terms**. The State will give the Vendor written notice of its intent to exercise each option no later than **90 days** before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

Bid Number: 50-2223003

Vendor: SOUTHERN EDUCATIONAL SYSTEMS

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, 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 the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through 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 purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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. The State may exercise its discretion to consider Vendor proposed modifications.

Bid Number: 50-2223003**Vendor: SOUTHERN EDUCATIONAL SYSTEMS****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	August 25, 2022
Submit Written Questions	Vendor	August 31, 2022 at 2:00 PM EST
Provide Responses to Questions	State	September 2, 2022 at 2:00 PM EST
Submit Bids	Vendor	September 14, 2022 at 2:00 PM ET No public bid opening will be held due to only electronic responses accepted. To access the bid opening please follow the Microsoft Teams link below: Join on your computer or mobile app Click here to join the meeting
Contract Award	State	TBD
Contract Effective Date	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 "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # 50-2223003 – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

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

Bid Number: 50-2223003**Vendor: SOUTHERN EDUCATIONAL SYSTEMS**

2.6 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. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

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

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

Tips for Using the Sourcing Tool

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

2.7 BID CONTENTS

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

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

- a) Cover Letter, must include 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.
- 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) Vendor Response including Sections 4.6 AUTHORIZED RESELLER, 4.7 WARRANTY, 4.9 DESCRIPTIVE LITERATURE, and 4.14 REFERENCES
- f) Completed version of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

Bid Number: 50-2223003

Vendor: SOUTHERN EDUCATIONAL SYSTEMS

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

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

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and award or awards will be based on the responsive bids(s) to provide the estimated requirements as to breadth of lines, highest % discount offered off MSRP List, quantity, quality, delivery, service, and/or geographical coverage. It is the State's intent to have multiple manufacturers represented in each category. In the event that two, or more Vendors offer the same manufacturer's product(s), it is the intent of the state to make an award to the Vendor with the most complete offering, and highest % discount offered off MSRP List for a particular manufacturer's product(s). Products offered must currently be available on the manufacturer's published MSRP.

Contracts will be awarded in accordance with G.S. 143-52. All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price (highest percentage discount offered off MSRP List) that meets the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to different Vendors for one or more manufacturers. The State reserves the right, to not award any portion of the goods or services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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Vendor: SOUTHERN EDUCATIONAL SYSTEMS

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may 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 option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to 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 in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

Bid Number: 50-2223003**Vendor: SOUTHERN EDUCATIONAL SYSTEMS**

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

4.2 ADDITIONAL DISCOUNT OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives, if possible, within the scope of this IFB that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacture or product type, etc. Additional Discount Offers shall be in addition to the discounts bid on Discount Off items.

Volume or tier discounts, if offered, shall also be based on the published retail price list. All discounts offered shall remain in effect for the entire contract period and cannot be decreased. However, the discount may be increased, and any such increase shall remain in effect for the remainder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendor may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

The State reserves the right to accept or reject all or part of proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. It is at the State's sole discretion not to assign value to propose Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discount using the Additional Discount Offers within ATTACHMENT A: PRICING SUBMITTAL WORKBOOK.

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.

Bid Number: 50-2223003**Vendor: SOUTHERN EDUCATIONAL SYSTEMS****4.4 TRANSPORTATION AND IDENTIFICATION**

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

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

4.5 DELIVERY AND INSTALLATION

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

Vendor shall complete delivery within **thirty (30) consecutive business days** after receipt of purchase order.

For completion by Vendor: Delivery will be made from Spartanburg, SC (city, state) within 90-120 consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Successful Vendor(s) shall complete delivery as indicated on ATTACHMENT A: PRICING SUBMITTAL WORKBOOK. All orders shall be delivered to the location specified by the Buyer in the Purchase Order. The specified location may include a loading dock or area inside a building. Awarded Vendor shall notify Buyer at least two (2) business days in advance of a delivery to allow for the availability of agency personnel to receive the product(s) if agency so requires on its purchase order.

Vendor shall furnish all necessary transportation, materials, and supplies as may be required to deliver, install and set-in place ready for owner's use. The successful Vendor(s) shall notify the Buyer when one or more items in an order cannot be delivered within the time specified. After notification to the Buyer of a fulfillment delay of one or more items in a shipment, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, providing the cancellation occurs before the delayed item or order has shipped.

Installation of items requiring custom or complex fitting or assembly efforts due to the nature of the item may be billed under the following conditions: the amount of the installation charge is identified in Vendor's catalogue in conjunction with the relevant item, the Buyer is provided an option to affirmatively accept or decline installation services at the time of ordering, and any approved charge is listed as a separate line item on the purchase order and invoice.

Acceptance and approval of charges for installation of such items shall be at the sole discretion of the Buyer. Any resulting damages to the item or to other State property during the installation by the Vendor shall be repaired at the Vendor's sole expense. General set-up activities needed to make an item ready for use shall not be considered installation and shall be included in the contract price. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

4.6 AUTHORIZED RESELLER

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

Vendor is the: Manufacturer Dealer Reseller Distributor

Authorized: Yes No

Attached Manufacturer's Authority: Yes No

Bid Number: 50-2223003**Vendor: SOUTHERN EDUCATIONAL SYSTEMS****4.7 WARRANTY**

The Vendor shall state on ATTACHMENT A: PRICING SUBMITTAL WORKBOOK the warranty information for all products offered under this solicitation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the State. To the extent not superseded by the terms of this paragraph, manufacturer's warranty shall apply.

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: SOUTHERN EDUCATIONAL SYSTEMS
 Company Address: PO BOX 170339
SPARTANBURG, SC 29301
 Contact Person (name): JASON WELLS
 Contact Person (phone number): 864-237-3740
 Contact Person (email): JWELLS@SESLABS.COM

4.8 SERVICE

Services shall be provided during normal working hours (8:00 AM EST to 5:00 PM EST weekdays). Vendor shall state response time, telephone, information, and location from which service will be provided.

Maximum response time to this location after receipt of service call: 48 hours

Bidder has toll-free number for service calls: YES NO

If yes, state toll-free number: 800-772-7379

Bidder will accept collect call for service. YES NO

State telephone number: 864-237-3740

Address of service facility: 380 WINGO HEIGHTS RD, SUITE 3C, SPARTANBURG, SC 29303

4.9 DESCRIPTIVE LITERATURE

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

4.10 TRAINING

If required by the Using Agency, the Vendor shall provide qualified representative(s) to instruct owners' operators in the proper operation, safety issues, routine maintenance, troubleshooting and service based on the complexity of the equipment. Training shall be coordinated with the using agency.

4.11 MAINTENANCE MANUAL

The Vendor shall provide with each piece of equipment an operation and maintenance manual, and a copy of all warranties.

Bid Number: 50-2223003**Vendor: SOUTHERN EDUCATIONAL SYSTEMS****4.12 INSTRUCTION MANUALS**

Vendor shall furnish to the Buyer a hard copy or electronic copy of the complete set of instruction manuals for the products supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable. If available, Vendor shall supply such information electronically with the order, or shall direct the Buyer to where the information can be found on the Internet.

4.13 HUB PARTICIPATION

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

4.14 REFERENCES

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

4.15 VENDOR'S REPRESENTATIONS

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

4.16 FINANCIAL STABILITY

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

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

4.17 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

Bid Number: 50-2223003**Vendor: SOUTHERN EDUCATIONAL SYSTEMS**

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

The specific manufacturer that the Purchasing Agency is seeking are listed below:

- | | |
|------------------------|-------------------------------------|
| a) ABB Robotics | k) Liburdi Dimetric |
| b) Air Purification | l) Lincoln Electric |
| c) CK Worldwide | m) Machine & Welding Supply Company |
| d) E.H Wachs Orbital | n) Miller Electric |
| e) Esab Eelders | o) Tip Tig USA |
| f) GMI | p) Tri-Tool |
| g) Hobart | q) Watts |
| h) Hypertherm | r) Weldmark |
| i) Jetline Engineering | s) Worthington |
| j) Kalamazoo | |

Equipment: Welding

Supplies: Abrasive/cutoff wheel; Adapter, Adapter, nozzle Miller; Ball pein hammer; Blade; Cable; Collet; Combo square; Contact tip Miller; Curved jaw w/wire cutter vise-grip locking pliers; Cutting tip Thermal Dynamics; Dense connector kit Miller; Drill bit set; Electrode holder Tweco weldskill; Electrode thermal dynamics; Female machine terminal Tweco cable connector; Ferrule western; Fleetweld Lincoln electrode; Gauge victor; Ground clamp Tweco weldskill; Hose, gas or water; Kit: tig torch gas saver kit arc zone; Long back cap; Male & female (boxed) Tweco cable connector set; Male half (boxed) Tweco cable connector; Nipple - inert arc fitting western; Norton emery cloth sheets; Nut - inert arc fitting western; Protective plate arc one; Replacement flint; Single flint striker Shurlite; Tape measure; Tig cup; Weldcote metals; Welding curtains; Welding electrodes (GMAW, GTAW, SMAW, and FCAW); Wheel saf-t-cart; Wire; Steel, aluminum, stainless steel, carbon steel pipe; Other Welding Supplies

Accessories: Clear visor; Gloves; Headgear faceshield; Helmet miller w/clearlight; Rechargeable pocket light; Safety glasses; Other Welding Accessories

Consumables: GMAW, GTAW, SMAW, and FCAW consumables; Sanding, grinding, OFC, and PAC consumables; Instructor PPE and consumables; Milling/machining consumables; Polishing/etching consumables; Lithium battery; Other Welding Consumables

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.

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6.0 CONTRACT ADMINISTRATION

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

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

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

6.2 CONTINUOUS IMPROVEMENT

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

6.3 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Contract Usage Management Reports to the designated Contract Lead on an annual basis. This report shall include, at a minimum, information concerning items purchased, manufacturer product description, purchased quantities, List Price, price paid, manufacturer name, unit of measure, any additional delivery charges such as specialty packaging or overnight delivery, ordering entity, delivery location, order date, and shipment date for consumables and delivery date for non-routine consumables and submitted to the Contract Specialist. Vendor shall include all issues identified by the Vendor related to Vendor performance or to the State's usage of the Contract. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.4 INVOICES

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

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

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

Bid Number: 50-2223003**Vendor: SOUTHERN EDUCATIONAL SYSTEMS**

6.5 DISPUTE RESOLUTION

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

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 RETURN/RESTOCKING POLICY

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

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

6.7 PRODUCT RECALL

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

6.8 OUT-OF-STOCK & BACK-ORDERS

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

6.9 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for the **first six (6) months** of the Contract.

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

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

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Vendor: SOUTHERN EDUCATIONAL SYSTEMS

6.10 CONTRACT CHANGES

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

6.11 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

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

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

6.12 ATTACHMENTS

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