**STATE OF NORTH CAROLINA**
**Division of Purchase and Contract**

Refer **ALL** Inquiries regarding this IFB to:
- Bahaa Jizi
- Email: bahaa.jizi@dca.nc.gov

**Invitation for Bids # 201900415**

- **Bids will be publicly opened:** April 17, 2019
- **Contract Type:** Agency Specific Contract-3 Years
- **Commodity No. and Description:** 095-00 - Barber Shop Equipment
- **Using Agency:** North Carolina Community Colleges

**EXECUTION**

In compliance with this Invitation for Bids, 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 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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 your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

**VENDOR:** SALON EQUIPMENT USA

<table>
<thead>
<tr>
<th>STREET ADDRESS:</th>
<th>P.O. BOX:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7208 LEDFORD GROVE LANE</td>
<td>PO BOX 1915</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY &amp; STATE &amp; ZIP:</th>
<th>TELEPHONE NUMBER:</th>
<th>TOLL FREE TEL. NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAKE FOREST, NC 27587</td>
<td>866.928.1113</td>
<td>888.637.9988</td>
</tr>
</tbody>
</table>

**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:**
- DENISA RAMIREZ

**VENDOR’S PRINTED SIGNATURE:**

**DATE:** 4/4/2019

**E-MAIL:** 

Offer valid for at least 120 days from date of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this ___ day of May, 2019, as indicated on the attached certification, by

(Released Representative of the Division of Purchase and Contract).
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1.0 PURPOSE AND BACKGROUND

It is the intent of this Invitation for Bids to establish an Agency Specific Term Contract (Brand Specific) to furnish and deliver a comprehensive multiple manufacturer’s product line for NEW, unused and in current production commercial and institutional quality Cosmetology Equipment and Accessories 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 mandatory for NC Community College System (except under the conditions specified in G.S. §115D-58.14(a) and G.S. §116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities. The initial contract term for three years from date of award.

Based on historical data reports, the NC Community College System for whom the use of this Contract is mandatory, have purchased a total of approximately $300,000.00 annually for Cosmetology Equipment and Accessories.

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 BIDS 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 #16 of Attachment E: North Carolina General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina’s Statewide E-Procurement Services. It is the Vendor’s responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. 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 are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those must be submitted as questions in accordance with the instructions in Section 2.5 BID QUESTIONS. If the State determines that any changes will be made resulting from 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 post-contract 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 a bid in response to this IFB, the Vendor...
agrees that any additional or modified terms and conditions, whether submitted purposefully 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. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this IFB, about whether specific language proposed as a modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State’s terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected. Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB or in the manner specified by this IFB shall constitute grounds for rejection of said Vendor’s offer, at the State’s election.

2.4 IFB SCHEDULE

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue IFB</td>
<td>State</td>
<td>March 22, 2019</td>
</tr>
<tr>
<td>Submit Written Questions</td>
<td>Vendor</td>
<td>April 4, 2019 at 10:00 AM ET</td>
</tr>
<tr>
<td>Provide Responses to Questions</td>
<td>State</td>
<td>April 10, 2019</td>
</tr>
<tr>
<td>Submit Bids</td>
<td>Vendor</td>
<td>April 17, 2019 at 2:00 PM ET</td>
</tr>
</tbody>
</table>

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 emailed to bahaa.jizi@doa.nc.gov by the date and time specified above. Vendors will enter “IFB #201900415197– 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:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Vendor Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB Section, Page Number</td>
<td>Vendor question …?</td>
</tr>
</tbody>
</table>

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 concerning 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

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.7 BID CONTENTS for details on required content of submitted bids.
IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of the method of delivery (including U.S. mail). This is an absolute requirement. All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

Note that the U.S. Postal Service does not deliver mail to the specified office address but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid. Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this IFB shall NOT be accepted.

Vendors shall deliver to the address identified in the table above: one (1) paper and one (1) electronic copy preferably flash drive (un-redacted) of its executed bid on CD, DVD or flash drive, and, if required for confidentiality, one (1) redacted electronic copy of your bid (with all marked proprietary and confidential Information Redacted) on a separate CD, DVD or flash drive. Clearly mark on the electronic media whether it contains a redacted or unresected copy.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table, above. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, shall be capable of being copied to other media and shall be readable by the standard software application appropriate for each format.

Bids shall be marked on the outside of the sealed envelope with the Vendor’s name, IFB number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.
Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's bid(s).

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing 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.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall 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) Completed and signed version of EXECUTION PAGE, along with the body of the IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
b) Completed version of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK
c) ATTACHMENT B: INSTRUCTIONS TO VENDORS
d) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
e) Completed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
f) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
g) Completed and signed version of ATTACHMENT F: 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 #____ 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) AGENCY SPECIFIC TERM CONTRACT: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity

b) BAFO: Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.

c) BUYER: The employee of the State or Other Eligible Entity that places an order with the Vendor.

d) COMMUNITY COLLEGE: Any of the fifty-eight (58) public North Carolina Community Colleges.

e) CONTRACT LEAD: Representative of the Division of Purchase and Contract identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer The Contract for the State.

f) E-PROCUREMENT SERVICES: The program, system, and associated services through which the State conducts electronic procurement.

g) FOB-DESTINATION: Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but
no amount or charge not included as part of the total bid price will be paid.

h) **IFB:** Invitation for Bids.

i) **LOT:** A grouping of similar products within this IFB.

j) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

k) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.

l) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

m) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

n) **OTHER ELIGIBLE ENTITIES:** Entities, other than State Agencies, that are authorized to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Non-profit corporations operating charitable hospitals; Local non-profit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services; Private non-profit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities; Private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; Public school units; Volunteer fire departments, rescue squads.

o) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.

p) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

#### 3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified bids will be evaluated, and award or awards made as deemed advantageous or necessary 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’ products represented in each of the three categories but plans to make only one award in each category per manufacturer. 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 a combination of 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. Submission of manufacturer's price schedules developed specifically for this Bid WILL result in disqualification from award consideration.** The State reserves the right to make partial awards to more than one Vendor of a manufacturer’s products within a category, if the State’s determines it is in its best interest to do so in order to obtain the most complete offering of a manufacturer’s products at the highest % discount offered.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award 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 status of a Vendor’s E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State’s discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor’s office), or private entity, if the communication refers or relates to the content of Vendor’s bid or qualifications, the contents of another Vendor’s bid, another Vendor’s qualifications or ability to perform the contract, or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the State makes a written determination, in its discretion, that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. If a Vendor, its sub-contractor or supplier engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor’s bid. Only those discussions, communications or transmissals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

a) Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.

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

Bids will be received from each responsive Vendor in a sealed envelope or package.

All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.

At the date and time specified as the bid opening, the package containing the bids 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.

At its option, the State may request clarifications, oral presentations or discussion with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the State is not required to request presentations or other clarification—and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

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.
The State reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

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.

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 bids at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES
Vendor shall complete ATTACHMENT D: 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 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 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 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 to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.
4.1 PRICING
Bid prices shall be based on a percentage discount off the current manufacturer’s suggested retail price (MSRP) or other manufacturer’s current published price listing (List Price, Suggested Retail Price, etc.) for each category. Any price list other than a manufacturer’s current published price list is unacceptable. A discount should be provided for each category shown in ATTACHMENT A-PRICING SUBMITTAL WORKBOOK where the manufacturer offers a product. If a manufacturer does not offer a product in one or more of the listed categories, those categories may be left blank. A separate discount may be offered for each line item in each category or a single discount may be offered for the entire category.

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 bid 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 PERIOD OF CONTRACT:
This contract shall be for three (3) years from date of award. (Non-Renewable).

4.4 INVOICES
Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer 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, NC Vendor ID Number, 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.

4.5 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE
Vendors are requested to offer only comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to 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.

4.6 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.
4.7 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 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 shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.8 DELIVERY AND INSTALLATION (where applicable)
FOB DESTINATION-STATEWIDE
Successful Vendor(s) shall complete delivery within Fourteen (14) consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from _______ (city, state) within 15-30 consecutive calendar days after receipt of purchase order. Promptness of delivery will 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.

4.9 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.
4.10 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.

4.11 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.

4.12 AUTHORIZED RESELLER/DEALER/DISTRIBUTOR
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.

Check all that apply.

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

Authorized: ☒ Yes ☐ No
Attached Manufacturer’s Authority: ☐ Yes ☒ No

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

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

4.14 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 through the use of 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, an authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name: SALON EQUIPMENT USA
4.15 REFERENCES
Vendors shall provide at least three (3) references for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. The State shall contact one or more all of these users to determine the goods provided are substantially similar to those bid herein and Vendor’s performance has been satisfactory. Information obtained will be considered in evaluation of the bids.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTACT NAME</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>TENAJ SALON INSTITUTE</td>
<td>JANET WEST</td>
<td>352.259.6707</td>
</tr>
<tr>
<td>THE VILLAGES, FL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLEVELAND COMMUNITY COLLEGE</td>
<td>LANCE ASHELY</td>
<td>704.669.4092</td>
</tr>
<tr>
<td>SHELBY, NC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TN COLLEGE OF APPLIED TECHNOLOGY</td>
<td>DANNY OQUINN</td>
<td>423.543.0070</td>
</tr>
<tr>
<td>NASHVILLE, TN</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.16 FINANCIAL STABILITY
Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: 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 VENDOR’S REPRESENTATIONS

a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. “Professional manner” means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder.

b) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor’s proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, 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 goods and services.

c) Vendor warrants that it has the financial capacity to perform and to continue 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 The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.
5.0 PRODUCT SPECIFICATIONS
The following categories shall be covered under this IFB. Cosmetology Equipment and Accessories shall meet beauty salon industry standards, and fire safety codes and regulations and IAMP Plumbing Codes. Vendor must demonstrate in its bid that it meets these requirements.

Each Vendor shall offer the manufacturer’s complete product line for the categories shown.

5.1 Cosmetology Equipment and Accessories Categories

**CATEGORY A – COSMETOLOGY SEATING**
- Styling Chairs
- Barber Chairs
- All-Purpose Chairs
- Shampoo Chairs
- Dryer Chairs
- Stools & Task Chairs

**CATEGORY B – COSMETOLOGY STATIONS/CABINETRY**
- Backwash Shampoo Cabinetry
- Sidewash Shampoo Cabinetry
- School Styling Stations
- Portable Stations
- Barber Stations
- Barber Cabinets
- Color Stations
- Dry Stations
- Wet Stations

**CATEGORY C - SHAMPOO AREA**
- Shampoo Backwash Units
- Sidewash Units
- Shampoo Bowls
- Shampoo Cabinetry
- Color Bars

**CATEGORY D - MANICURE & PEDICURE**
- Manicure Tables
- Manicure Chairs
- Pedicure Chairs
- Stools & Task Chairs

**CATEGORY E – MEN’S GROOMING/BARBER SHOP**
- Stations
- Cabinets
- Shampoo
CATEGORY F - DRYER/STEAMERS/PROCESSORS
Dryers
Hair Steamers
Color Processors
Blow Dryers & Flat Irons

CATEGORY G - ACCESSORIES & PARTS
Appliance Holders
Utility Carts & Trolleys
Stools & Task Chairs
Towel Warmers & Sanitizers
Salon Accessories
Shampoo Accessories
Charli Mats
Mirrors

Note: Parts & Accessories must be available at the percent discount off of the MSRP (Manufacturer’s Standard Retail Price) or other manufacturer’s current published price listing (List Price, Suggested Retail Price, etc.) as referenced for each line item’s category.
6.0 CONTRACT ADMINISTRATION

6.1 ACCOUNT MANAGER AND CUSTOMER SERVICE
The Vendor shall designate and make available to the State an account manager(s). The account manager shall be the State’s point of contact for contract related issues and other matters which need to be escalated above customer service representatives. 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 DISPUTE RESOLUTION
The parties agree that it is in its mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State’s Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the period the Parties are attempting to resolve any dispute, each shall proceed diligently to perform its respective duties and responsibilities under The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 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

6.4 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.

6.5 QUARTERLY REPORTS
The Vendor shall provide Quarterly Management Reports to the designated Contract Lead and other ad hoc reports to the designated Contract Lead and/or Buyers. The Quarterly Management Report shall include, at a minimum, information on: 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 following e-mail address (PCReports@doa.nc.gov) and copy 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.

Each report 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 Word. Vendor shall submit the Quarterly Management
Reports by the 15th of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

- By October 15th: Q1 Quarterly Management Report for July – September
- By January 15th: Q2 Quarterly Management Report for October – December
- By April 15th: Q3 Quarterly Management Report for January – March

This schedule aligns with the State’s fiscal year. If the Contract start date does not align with the start of a quarter, the initial Quarterly Management Report shall be for the period from the Contract start date to the end of the initial quarter. Timely submission of all reports shall be a material term of this contract and failure to do so shall constitute a default.

Additional related sales information and/or details on user purchases may be required by the State and must be supplied within 30 days upon request. A template for any such report may be provided by the State at its discretion.

6.6 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.

6.7 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.

6.8 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm for the first year 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 of the need based on 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.

6.9 TAXES

No taxes shall be included in any bid prices.
ATTACHMENT A: PRICING SUBMITTAL WORKBOOK
The Pricing Submittal Workbook associated with this IFB is a separate document that is captioned ATTACHMENT A: PRICING SUBMITTAL WORKBOOK and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/Documents/BidAttachments/201900415_Cosmetology_Equipment_Pricing_Schedule.xlsx

Instruction on how to complete can be found on the first worksheet of the Pricing Submittal Workbook.
<table>
<thead>
<tr>
<th>Price List Date</th>
<th>Price List Name</th>
<th>Catalog ID</th>
<th>Cosmetology Equipment Parts &amp; Accessories</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-2019</td>
<td>Mosaic / Ose / Jeffco</td>
<td>Mosaic / Ose / Jeffco</td>
<td>Cosmetology Stations/Cabinetry</td>
</tr>
<tr>
<td>2018-2019</td>
<td>Mosaic / Ose / Jeffco</td>
<td>Mosaic / Ose / Jeffco</td>
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<tr>
<td>2018-2019</td>
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<td>Mosaic / Ose / Jeffco</td>
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<td>2018-2019</td>
<td>Mosaic / Ose / Jeffco</td>
<td>Mosaic / Ose / Jeffco</td>
<td>Cosmetology Stations/Cabinetry</td>
</tr>
</tbody>
</table>

Portray each manufacturer's products being offered. Make copies of this pricing supplement workbook as necessary.

**Do Not Alter Workbook, Enter Values Only**

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

**Bid #201900415**

**Attachment A - Pricing Supplement Workbook**

Vendor: Salon Equipment USA
<table>
<thead>
<tr>
<th>Vendor:</th>
<th>USA Salon &amp; Spa/Continuum</th>
<th>Catalog ID</th>
<th>Price List Name</th>
<th>Price List Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

 MUST COPY EACH MANUFACTURER'S PRICE LIST AS DISPLAYED AND COMPLETE PRODUCT LINE FOR THE CATEGORIES PER SECTION 5.0 PRODUCT SPECIFICATIONS, SUB-SECTION 5.1 - COSMETOLOGY EQUIPMENT, PARTS & ACCESSORIES,

**Manufacturers' Directory**

- Category A - Cosmetology Station/Cabinet
- Category B - Cosmetology Station/Cabinet
- Category C - Shampoo Area
- Category D - Manicure & Spa
- Category E - Men's Grooming/Barber Shop
- Category F - Drayer/Steamers/Processors
- Category G - Accessories & Parts

- Volume Discount/Tier Pricing: $200.00-$2,000.00
- Volume Discount/Tier Pricing: $2,000.01-$5,000.00
- Volume Discount/Tier Pricing: $5,000.01-$10,000.00

Estimated Delivery: 2-4 weeks

Guaranteed Delivery: 6 weeks

Minimum Warranty: 1 year or warranty limited to parts only, no labor.
ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.

2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely delivery of bids at the designated office by the designated time.

3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.

4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

5. **EXECUTION:** Failure to execute page 1 of the IFB (Execution Page) in the designated space shall render bid non-responsive, and it will be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's Bid.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature and/or complete specifications covering the products and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.

8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated
transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

10. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
   - All copies of the bid are printed **double sided**.
   - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
   - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
   - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

11. **HISTORICALLY UNDERUTILIZED BUSINESSES**: The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

12. **RECIPROCAL PREFERENCE**: G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a vendor resident in that state. Residency is determined by a Vendor’s “Principal Place of Business,” defined as that principal place from which the overall trade or business of the Vendor is directed or managed.

13. **INELIGIBLE VENDORS**: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaged in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

14. **CONFIDENTIAL INFORMATION**: To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its bid that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

15. **PROTEST PROCEDURES**: When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least $25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than $25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received
in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. Note: Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at https://www.ips.state.nc.us/ips/. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B.1519.

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident Vendor to be awarded a Contract pursuant to Executive Order #50 (price-matching opportunity), the State Purchasing Officer or procurement officer may request the North Carolina resident Vendor to produce documentation substantiating the North Carolina resident Vendor's qualification for the subject opportunity. These documents shall be requested and received prior to any decision on whether to deny or grant a protest meeting. As provided herein, the North Carolina resident Vendor is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents within that time period may result in the cancellation of the Contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident Vendor submits to the State in connection with the resolution of a protest shall not be disclosed to the protester pursuant to G.S. 132-1.1 and 105-259(b) and the State shall preserve the confidentiality of such documents.

16. MISCELLANEOUS: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

17. COMMUNICATIONS BY VENDORS: In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this IFB. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

18. TABULATIONS: Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), https://www.ips.state.nc.us/ips/BidNumberSearch.aspx. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

19. VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: http://ncadmin.nc.gov/about-doa/divisions/purchase-contract.

20. WITHDRAWAL OF BID: Bids submitted electronically may be withdrawn at any time prior to the date for opening bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). Bids that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the IFB prior to the time for opening bids identified on
the cover page of this IFB (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Vendor’s letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

21. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this IFB and in formal Addenda issued through IPS.

22. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor’s sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of bids.

23. **VENDOR’S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s bid.

24. **INSPECTION AT VENDOR’S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State’s determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE AND DEFAULT: If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

The Vendor shall be in default, if its Certification submitted for a price-matching opportunity under Executive Order #50 and G.S. 143-59 was false and/or contained materially misleading or inaccurate information, and/or Vendor failed to provide information and documentation requested by the State to substantiate Vendor's Certification. The State may take action against the Vendor under the False Claims Act, G.S. 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching opportunity under Executive Order #50 (including but not limited to treble damages and civil penalties).

In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

4. TAXES: Any applicable taxes shall be invoiced as a separate item.
   a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
   b. The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
   c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. SITUS AND GOVERNING LAWS: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction,
interpretation and enforcement shall be determined.

6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

   a. Vendor warrants to the best of its knowledge that:
      i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
      ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
   b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor’s judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.
   c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
      i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
      ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
   d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State’s material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of
time, the State may terminate this contract at any time by providing 30 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

   However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

   a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and

   b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. **INSURANCE:**

   **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

   a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

   b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

   c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

   **REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and
obligations under the Contract.

15. **GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods or services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. **ELECTRONIC PROCUREMENT [RESERVED] Optional:**

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF ALL GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE**. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees.
Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor’s account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

17. SUBCONTRACTING: Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise indicated, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 21 of Attachment A: Instructions to Vendor.

18. CONFIDENTIALITY: Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

19. CARE OF PROPERTY: The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of The Contract or purchased by or for the State for The Contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor’s custody.

20. OUTSOURCING: Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

22. ENTIRE AGREEMENT: This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

23. ELECTRONIC RECORDS: The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record, and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an “original.”

24. AMENDMENTS: This Contract may be amended only by a written amendment duly executed by the State and the
ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Vendor shall complete items a) and b) below.

a) Will any work under this Contract be performed outside the United States? □ YES ☒ NO

If the Vendor answered “YES” above, Vendor shall complete items 1 and 2 below:

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:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) Vendor shall Identify all U.S. locations at which performance will occur:

WAKE FOREST, NC | COOKEVILL, TN | BERLIN, WI | VISTA, CA

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.

NOTE: 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.

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ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: **SALON EQUIPMENT USA**

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: **MARCH 15, 2019**  
  (If no audit within past 18 months, explain reason below)

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

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

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

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

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

  **Note:** This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 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:

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**Signature**

---

4/4/2019

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**DENISA RAMIREZ, PRESIDENT**

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Printed Name

---

Title

---

[This Certification must be signed by an individual authorized to bind the Vendor]
ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330. The Vendor shall respond to the questions below.

a) Is Vendor a Historically Underutilized Business? ☒ Yes ☐ No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☒ No

If so, state HUB classification: _________________________________________________________________

SUSTAINABILITY

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? ☒ Yes ☐ No

If yes, what is the post-consumer recycled content? 25% What is the total recycled content? 25%

Other sustainable properties:

____________________________________________________________________________________________

____________________________________________________________________________________________

utilizing environment & employee-friendly water-based adhesives in our laminating process; recycling scrap & excess ferrous & non-ferrous metals, recycling of corrugated waste, pallets, and applicable plastics