



**STATE OF NORTH CAROLINA**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**OFFICE OF PROCUREMENT, CONTRACTS, & GRANTS**

**Invitation for Bid #: 30-23507-DSDHH**

**WEATHER ALERT RADIOS**

**Date Issued: October 5, 2023**

**Bid Opening Date: October 13, 2023**

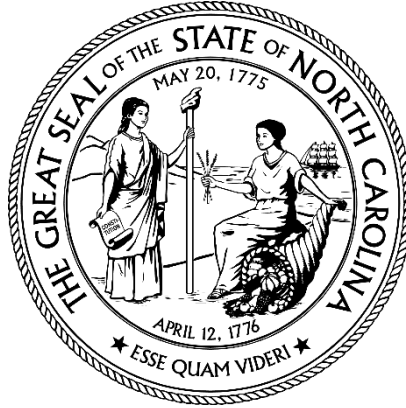
**At 2:00PM ET**

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

Eve Hens

Acquisition Support Specialist

Email: [Eve.hens@dhhs.nc.gov](mailto:Eve.hens@dhhs.nc.gov)



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**30-23507-DSDHH**

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

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

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

**STATE OF NORTH CAROLINA**  
***Department of Health and Human Services***

Refer <b><u>ALL</u></b> Inquiries regarding this IFB to: The procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details.	Invitation for Bids # 30-23507-DSDHH
	Bids will be publicly opened: October 13, 2023 at 2:00PM ET
Using Agency: <b>Division of Services for the Deaf and Hard of Hearing</b>	Commodity No. <b>431916—Personal communications device accessories or parts</b>
Requisition No.: <b>No requisition entry</b>	Description: <b>Weather Alert Radios</b>

**EXECUTION**

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

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

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

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

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

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

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**. These documents can be accessed from the Ariba Sourcing Tool.

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

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

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred and twenty (120) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated

on the attached certification, by \_\_\_\_\_

**(Authorized Representative of Department of Health and Human Services)**

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## 1.0 PURPOSE AND BACKGROUND

The Department of Health and Human Services (DHHS) Division of Services for the Deaf and Hard of Hearing (DSDHH) provides weather alert radios and ancillary equipment to eligible hard of hearing, deaf, and deaf-blind clients throughout the State of North Carolina. A weather alert radio serves as a receiver of a nationwide network of radio stations broadcasting continuous weather information directly from the nearest National Weather Service office. The National Oceanic and Atmospheric Administration (NOAA) Weather Radio All Hazards (NWR) is an "All Hazards" radio network that broadcasts official Weather Service warnings, watches, forecasts, and other hazard information 24 hours a day, 7 days a week.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the effective date, or November 4, 2023, whichever is later. In addition, the State reserves the right to extend a contract term after the last active term.

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

## 2.0 GENERAL INFORMATION

The number of adults with hearing loss in North Carolina is growing. Although it is not possible to obtain a precise count of adults with hearing loss, it is possible to estimate. DSDHH has analyzed data from a variety of sources and discovered 16.2% (1,182,610) adults in NC has hearing loss. By 2030, the number will increase by 41% (1,669,518). It is also estimated that NC has approximately 30,000 individuals that meet the definition of Deaf-Blind (having combined significant hearing and vision loss).

Weather Alert Radios and their ancillary equipment are designed to alert Deaf, Hard of Hearing, and Deaf-Blind residents to severe weather events and other emergencies. The radios can be equipped with a pillow shaker and/or strobe lights that awaken the individual in cases of weather and emergency information. The NWR broadcasts warning and post-event information for all types of hazards, including natural (such as earthquakes or avalanches), environmental (such as chemical releases or oil spills), and public safety (such as AMBER alerts or 911 Telephone outages).

Known as the "Voice of NOAA's National Weather Service," NWR is provided as a public service by the NOAA, part of the Department of Commerce. NWR includes 1025 transmitters, covering all 50 states, adjacent coastal waters, Puerto Rico, the U. S. Virgin Island, and the U. S. Pacific Territories. NWR requires a special radio receiver or scanner capable of picking up the signal. Broadcasts are found in the VHF public service band at seven (7) different frequencies. The radios can be programmed specifically to an individual's area of residency to assure that only the localized weather and post-event information alerts are announced and not those from regions that would not pose a threat to the individual.

### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

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

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

#### What is the Ariba Network?

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

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

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

## 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.**

## 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	October 5, 2023
Submit Written Questions	Vendor	October 10, 2023, 5:00PM ET
Provide Responses to Questions	State	October 11, 2023
Submit Bids	Vendor	October 13, 2023, 2:00PM ET
Public Bid Opening	State	October 13, 2023, 2:00PM ET <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2E1N2UxNjYtZjAxMC00ODAwLWI0ZmUtNmVhMjdiNWlyYjZl%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%229aa55bf2-2618-4499-8df5-f78349b3ed9e%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2E1N2UxNjYtZjAxMC00ODAwLWI0ZmUtNmVhMjdiNWlyYjZl%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%229aa55bf2-2618-4499-8df5-f78349b3ed9e%22%7d</a>
Contract Award	State	November 1, 2023

## 2.5 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 30-23507-DSDHH – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

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

## 2.6 BID SUBMITTAL

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

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

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

### Tips for Using the Sourcing Tool

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

## 2.7 BID CONTENTS

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

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

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor Response (Section 4.8)
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR



- h) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## 2.8 ALTERNATE BIDS

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

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **CEA:** Consumer Electronics Association
- b) **CEA-2009:** Receiver Performance Specification for Public Alert Receivers, defines minimum performance criteria for consumer electronic products designed to receive the digital alert signals by the NWR.
- c) **DHHS:** The North Carolina Department of Health and Human Services
- d) **DSDHH:** The Division of Services for the Deaf and Hard of Hearing
- e) **FIPS:** Federal Information Processing Standard
- f) **Free-on-board (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 Vendors 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.
- g) **FULL TEXT PROGRAMMING:** An ability to search every word in an electronic file document as opposed to searching an abstract or a set of keywords associated with an electronic file document.
- h) **Hz:** The unit of frequency in the International System of Units and is defined as one cycle per second.
- i) **IFB:** Invitation for Bids.
- j) **LED:** Light-emitting diode
- k) **MM:** A unit of length in the metric system equal to one thousandth of a meter (millimeter)
- l) **NOAA:** National Oceanic and Atmospheric Administration
- m) **NWR:** Weather Radio All Hazards
- n) **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.
- o) **PLL:** Phase-Lock Loop
- p) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- q) **SAME:** Specific Area Message Encoding

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein.

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 one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

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

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

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

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

### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties

are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

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

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

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

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

### 3.5 INTERPRETATION OF TERMS AND PHRASES

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

## 4.0 REQUIREMENTS

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

#### 4.1 PRICING

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

#### 4.2 ESTIMATED QUANTITIES

No maximum or minimum quantities are guaranteed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

#### 4.3 PRODUCT IDENTIFICATION

##### MAKE AND MODEL

Manufacturer's name and model/catalog numbers used in this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from the specifications of the identified item are required to be pointed out in its bid. Vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the identified item.

#### 4.4 TRANSPORTATION AND IDENTIFICATION

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

When a contract is awarded, the Vendor will receive a Notification of Award. The Vendor will not ship any item of equipment until a Purchase Authorization form is issued to the awarded Vendor on behalf of a DSDHH client. The Purchase Authorization form will serve as a Vendor notification to deliver assistive emergency equipment packaged in a weather radio and accessory kit directly to the client. Purchase Authorization forms shall be valid only for equipment that is identified in this IFB.

#### 4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the location specified on each purchase authorization form. All locations will be within the Continental United States.

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

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

#### 4.6 AUTHORIZED RESELLER

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

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

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

#### 4.7 WARRANTY

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not

superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

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

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

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

**Contact information for warranty service provider:**

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

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

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

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

Contact Person (email): \_\_\_\_\_

#### 4.8 DESCRIPTIVE LITERATURE

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

#### 4.9 HUB PARTICIPATION

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

#### 4.10 VENDOR'S REPRESENTATIONS

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

#### 4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☐ Small Purchases

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

☐ Contract value in excess of \$1,000,000.00

## 5.0 PRODUCT SPECIFICATIONS

### 5.1 SPECIFICATIONS

The assistive technology Weather Alert Radios and ancillary equipment that the DSDHH anticipates purchasing during the contract term are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

Item #	Item	Specifications
a)	Public Alert and Weather Alert Radios.	<ol style="list-style-type: none"> <li>Have Specific Area Message Encoding (SAME) programming that sounds alert only when specific counties are threatened that is displayed with a digital warning type LED indicator and message display</li> <li>Receive at least seven (7) NOAA channels with flood, tornado, thunderstorm, and other warnings</li> <li>Have Phase-Lock Loop (PLL) drift free weather broadcast reception</li> <li>Have full text programming (For purposes of this bid document, full text programming is defined as an ability to search every word in an electronic file document as opposed to searching an abstract or a set of keywords associated with the electronic file document.)</li> <li>Have a built-in clock with an alerting signal and have at least a one (1) year manufacturer's warranty that includes full replacement if the equipment malfunctions.</li> <li>Include an integrated telescopic antenna</li> <li>Include an external antenna and a connection port for attaching purposes</li> <li>Include an external remote alert connector</li> <li>Include a 12V DC power input connector</li> <li>Include a 120V AC adapter, UL approved</li> <li>Have a large alpha-numeric backlit LCD to display time and alert messages. Characters shall be a minimum of 8 X 3 mm (100 millimeters) and display at least fifteen (15) characters across the scroll at the top of the display</li> <li>Include a display screen that, at a minimum, measures 2 inches wide and 1 3/8 inches height and be capable of displaying messages of 13 X 5 mm (100 millimeters)</li> <li>Provide a low frequency tone, if possible</li> <li>Include at least one (1) universal port that is compatible with provided accessories; e.g.; bed shaker</li> <li>Include sufficient memory to store a minimum of ten (10) alert messages</li> </ol>

		<ol style="list-style-type: none"> <li>16. Include single or multiple FIPS county codes (a storage capacity capable of storing a five-digit Federal Information Processing Standard (FIPS) code which uniquely identifies counties and county equivalents in the US)</li> <li>17. Have Specific Area Message Encoding (SAME) capable of storing a minimum of fifteen (15) FIPS Codes, but capable of functioning with a minimum of one (1) FIPS Code</li> <li>18. Include selectable voice or tone warning alert modes</li> <li>19. Capable of using either regular or rechargeable batteries. At least one (1) set of batteries must be included, and if rechargeable batteries are offered, a charger must be provided.</li> <li>20. Have a minimum twenty-four (24) hour battery backup</li> <li>21. Offer lifetime programming support</li> <li>22. Be shipped in a "pre-programmed" mode with the county FIPS code programmed for the county of final destination</li> <li>23. Be enabled for event blocking capability</li> <li>24. Have capability for both English and Spanish language</li> <li>25. Be CEA-2009 Certified (A NOAA collaborative effort with the Consumer Electronics Association (CEA) to develop performance standards for public alert receivers to protect lives and property)</li> <li>26. Include a non-volatile memory so that programming will not be lost in the event of power loss</li> <li>27. Be capable of emitting a "test alert" if no test is received for a period of ten (10) days.</li> <li>28. Be shipped to the customer/client with an easy-to-follow instruction brochure/booklet, preferably in large print</li> </ol>
b)	Accessory Kit items for Public Alert and Weather Alert Radio	<ol style="list-style-type: none"> <li>1. Clear strobe light to be equipped with a Xenon tube or equivalent for bright light illumination. The color shall be clear or nominal white (i.e. unfiltered or clear filtered white light). The maximum pulse duration shall be two-tenths of one second (0.2 seconds) with a maximum duty cycle of forty (40) percent. The pulse duration rate is defined as the time interval between initial and final points of ten (10) percent of maximum signal. The intensity shall be a minimum of 75 Candela (100 or 177 preferable). The flash rate shall be a minimum of 1 Hz (the unit of frequency in the International System of Units and is defined as one cycle per second) and a maximum of 3 Hz.</li> <li>2. Heavy duty Bed Shaker. The minimum specifications must: <ol style="list-style-type: none"> <li>a) Include a vibrator that will awaken deaf deep sleepers</li> <li>b) Include a built-in temperature sensor to avoid overheating</li> </ol> </li> <li>3. Battery Back-Up (Power Source) for Strobe Light &amp; Bed Shaker in case of power outage.</li> <li>4. Units must include test button to check operation and battery life</li> <li>5. Weather Alert Transmitter **</li> </ol>

		6. Vibrating Receiver Device for Deaf-Blind
c)	Weather Alert Radio Kits	<ol style="list-style-type: none"> <li>1. Deaf/Hard of Hearing kit to include Weather Radio, a transmitter and receiver (light and bed shaker)</li> <li>2. Deaf/Hard of Hearing kit to include Weather Radio, a transmitter and receiver (light)</li> <li>3. DeafBlind kit to include Weather Radio, a transmitter, a body worn receiver, bed shaker and other, if needed</li> </ol>
d)	OPTIONAL: Any other miscellaneous devices not mentioned above that will assist in alerting in emergencies and disasters	This/these device(s) WILL NOT be used in the evaluation and cost of the award. Vendor must provide descriptive literature for item listed.
e)	Training Session	The vendor shall provide at least one training session to DSDHH personnel at no additional charge to the State. Training shall be offered to DSDHH staff for purposes of in-field trouble shooting. Training shall include demonstration, troubleshooting and overall use of the equipment offered by the Vendor and will be provided in North Carolina as specified and scheduled by the Emergency Preparedness Coordinator.
f)	Training Materials	The vendor is required to provide Training Materials and/or instructions for Use Information Manuals (acceptable alternative formatting of such text may include ASL, Open Captioning on CD, DVD and video) with each piece of equipment shipped to clients. Such information shall be provided at no additional charge.

**\*\*The weather alert transmitter must be compatible with customer's existing or new alerting device.**

**The weather alert radio, weather alert transmitter, and accessory kit must be integrated to make one functional unit. This means the accessory kit must have the compatibility to use all components (e.g., strobe light, bed shaker and/or vibrating receiver device) simultaneously and must have the capability to operate during power outages.**

## 5.2 CERTIFICATION AND SAFETY LABELS

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

## 6.0 CONTRACT ADMINISTRATION

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

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.



Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

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

## 6.2 INVOICES

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

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

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

## 6.3 DISPUTE RESOLUTION

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

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

## 6.4 PRODUCT RECALL

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

## 6.5 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for 365 days from the effective date of the Contract.

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

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

## **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.

## **7.0 ATTACHMENTS**

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All attachments to this IFB are the copies found within the Ariba Sourcing Tool, with the exception of ATTACHMENT A: PRICING FORM which is attached, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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

## ATTACHMENT A: PRICING FORM

Complete and return the Pricing associated with this IFB, which can be found in the table below:

ITEM #	DESCRIPTION	COST EACH/ PER UNIT
1	Weather Alert Radio(s) per minimum specifications <i>Section 5.1, Item a)</i>  MFR. _____  MODEL _____	\$
2	Weather Alert Transmitter (must be compatible with the Weather Alert Radio and compatible with various Alerting Devices) <i>Section 5.1, Item b) 5.</i>  MFR. _____  MODEL _____	\$
3	Clear strobe light to be equipped with a Xenon tube or equivalent. Minimum 75 Candela (100 or 177 preferable) and must include back-up battery in case of power outage. <i>Section 5.1, item b) 1.</i>  MFR. _____  MODEL _____	\$
4	Heavy duty Bed Shaker with a built-in temperature sensor to avoid overheating (preferable a receiver) <i>Section 5.1 item b) 2.</i>  MFR. _____  MODEL _____	\$
5	Vibrating Receiver Device for DeafBlind <i>Section 5.1 item b) 6.</i>  MFR. _____  MODEL _____	\$
6	External Antenna for the Weather Radio quoted in item one (1). <i>Section 5.1 item a) 7.</i>  MFR. _____  MODEL _____	\$
7	Deaf/Hard of Hearing Weather Alert Radio Kit: (a weather radio, a transmitter and receiver (light and bed shaker) <i>Section 5.1 item c) 1.</i>  MFR. _____  MODEL _____	\$

8	Deaf/Hard of Hearing Weather Alert Radio Kit: (a weather radio, a transmitter and receiver (light only) <i>Section 5.1 item c) 2.</i>  MFR. _____  MODEL _____	\$
9	DeafBlind Weather Alert Radio Kit: (a weather radio, a transmitter, a body worn receiver (must be haptic), a bed shaker and other, if needed). <i>Section 5.1 item c) 3.</i>  MFR. _____  MODEL _____	\$
10	DeafBlind Weather Alert Radio Kit: (a weather radio, a transmitter, a body worn receiver (must be haptic), bed shaker and light (receiver) <i>Section 5.1 item c) 3.</i>  MFR. _____  MODEL _____	\$
<p style="text-align: right;"><b>TOTAL COST:</b></p> <p style="text-align: center;"><b>For evaluation and award purposes, the Total Cost for item numbers 1 through 10 will be the amount used to determine low cost.</b></p>		\$

**OPTIONAL ONLY** – Any other device not identified in Item numbers 1 through 10 may be listed in this section; however, this device and its cost will not be considered in the evaluation.

Vendor must provide descriptive literature for item listed below.

Miscellaneous (other device that is not listed above that will assist in alerting deaf, deaf-blind or hard of hearing to emergency/disaster warning).

Please specify item, make, and model number:

ITEM \_\_\_\_\_

MFR. \_\_\_\_\_

MODEL \_\_\_\_\_

\$ \_\_\_\_\_.

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