

STATE OF NORTH CAROLINA

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Invitation for Bid #: 30-23472-DSDHH

**AUGMENTATIVE/ALTERNATE COMMUNICATION EQUIPMENT
FOR SPEECH DISABLED RECIPIENTS**

Date Issued: February 28, 2024

Bid Opening Date: March 28, 2024

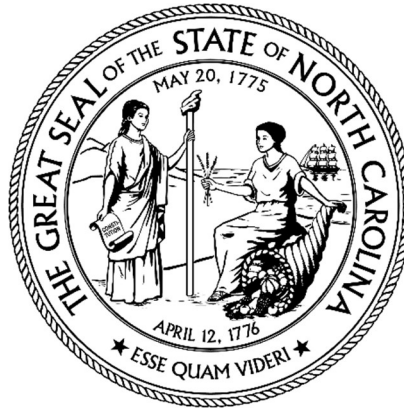
At 10:00 AM ET

Direct all inquiries concerning this IFB to:

Kerry Blevins

Acquisition Support Specialist

Email: Kerry.Blevins@dhhs.nc.gov



STATE OF NORTH CAROLINA

Invitation for Bids

30-23472-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 <u>ALL</u> Inquiries regarding this IFB to: The procurement lead through the Message Board in the Sourcing Tool.	Invitation for Bids # 30-23472-DSDHH
	Bids will be publicly opened: March 28, 2024
Using Agency: Division of Services for the Deaf and Hard of Hearing	Commodity No. and Description: 431916—Personal communications device accessories or parts

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 sixty 60 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 the 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 assistive telecommunications equipment for Speech Disabled Recipients. DSDHH administers the Equipment Distribution Service (EDS) to help ensure that low-income Deaf, Deaf-blind, Hard-of Hearing, and Speech Disabled Individuals have the appropriate assistive equipment necessary for equal access to telecommunications technology.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on May 10, 2024, or the date of final Contract execution, whichever is later. (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

2.0 GENERAL INFORMATION

North Carolina citizens with a speech disability have many different methods available that will enable them to communicate on the telephone. One option is to use the speech-to-speech telecommunications relay service, as well as various types of specialized equipment. The DSDHH works with eligible speech disabled individuals to understand the options that best fits their needs and to select appropriate assistive telecommunications equipment. In conjunction with the North Carolina Assistive Technology Program (NCATP), the DSDHH staff will meet with speech disabled individuals to determine what type of equipment might work best for the individual. Specialized equipment, by way of illustration but not limited to, may be: Augmentative and Alternative Communication Devices.

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 NOT 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 a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date
Issue IFB	State	February 28, 2024
Submit Written Questions	Vendor	March 7, 2024
Provide Responses to Questions	State	March 12, 2024
Submit Bids	Vendor	March 28, 2024
Contract Award	State	To be determined

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 # 30-23472-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.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

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:

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) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

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.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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; 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 will be responsible only for items requested and received. **Contract Not-To-Exceed amount is \$225,000.00.**

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.

4.5 DELIVERY

Vendor shall complete delivery within twenty (20) consecutive calendar days after receipt of a Purchase Authorization Form.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of Purchase Authorization Form. 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 SPECIFICATIONS/REQUIREMENTS

All specifications/requirements listed must be accepted by the awarded Vendor(s).

- 1) Equipment Distribution Services (EDS) will issue a Purchase Authorization form to the Vendor on behalf of a client. The Purchase Authorization form will serve as Vendor notification to deliver specialized telecommunications equipment directly to the client or to the speech therapist. Purchase Authorization forms shall be valid only for equipment that is available under the contract resulting from this IFB.
- 2) The value of the Purchase Authorization will be indicated on the form. All costs, including any shipping charges will also be included on the form. No additional charges will be allowed if not identified on the Purchase Authorization.
- 3) The client is responsible for equipment maintenance and repairs after the warranty period. **The Vendor must provide written warranty information and a user manual with any equipment purchased from this contract.**
- 4) The Vendor must submit the signed Purchase Authorization, along with the equipment invoice, to EDS within ten (10) business days of the date Vendor ships all items.
- 5) The Division of Services for the Deaf and Hard of Hearing requires a designated single point of contact ("Project Manager") from within the Vendor's organization. The Project Manager must coordinate discrepancy resolutions, billing issues, pricing issues, and contractual/procedural issues. The Vendor must notify the State in writing within ten (10) calendar days of a change of the Project Manager. The Vendor shall provide the following information regarding the Project Manager assigned initially for the contract and whenever Project Manager's status changes.
 - A. Project Manager: _____
 - B. Telephone Number: _____
 - C. Email Address: _____
- 6) While EDS staff will make every effort to assist the client in choosing the appropriate device, instances may occur where the client receives equipment that does not meet their communication needs. On such occasions, the client may, at the expense of the State, return the equipment to the Vendor that supplied the equipment.
 - a) If the device is returned to the Vendor within 45 days of delivery to the client, the Vendor must agree to exchange the device for another contract item with no restocking fee charge.
 - b) If the product exchange is made after 45 days of receipt, DSDHH will pay a restocking fee of no more than 10%.
 - c) If the contract price of the new device is more than the contract price of the exchanged device, the Vendor may invoice the State for the difference.
 - d) If the price of the new device is less than the price of the exchanged device, the Vendor must issue a credit invoice for the price difference to the State within 30 days.
 - e) If the client needs equipment from a different Vendor, then the client would contact one of our Telecommunications Specialist (one of EDS staff) for assistance in returning the equipment and asking for equipment from different Vendor. One of our statewide Regional Centers will assist the client in testing and selecting the appropriate second device.
- 7) The DSDHH may determine that training for in-field troubleshooting may be necessary to thoroughly train its staff that are responsible for assisting clients with the proper use of any item of equipment. If a determination of training is made, the Vendor will be expected to assist directly, or indirectly through a representative, to provide the training.

- 8) 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 VHS, CD, DVD etc.) with each piece of equipment shipped to clients. Such information shall be provided at no additional charge.
- 9) If any awarded product is to be discontinued or no longer in production, the Vendor is required to notify EDS and the Contract Department immediately and offer a new replacement with similar features along with a new price. The notification must include the following:
 - a) Copy of official notice from manufacturer regarding increase of cost (this will need to be provided on the manufacturer's letterhead and include a signature)
 - b) Copy of official notice from manufacturer regarding the discontinuation of the equipment (this will be provided on the manufacturers letterhead and include a signature). This should also state the effective date of the discontinuation.
 - c) State if there is a replacement offered by the manufacturer for the discontinued equipment.
 - d) If so, what is the replacement and the effective date?

5.0 FURNISH AND DELIVER

The following is a listing of specialized equipment that may be purchased. **Some items in this listing includes a brand/model that meets the state's requirements; however, interested Vendors may offer a brand/model that is functionally equal in its operational capabilities. If a brand/model that is believed to represent a functionally equal item is offered, the responding Vendor must include a detailed comprehensive description of the functionally equal item that will enable the state to perform a comparative evaluation.**

- a) The following is a listing of specialized equipment that may be purchased. Some items in this listing include a brand/model that meets the state's requirements; however, interested Vendors may offer a brand/model that is functionally equal in its operational capabilities. If a brand/model that is believed to represent a functionally equal item is offered, the responding Vendor must include a detailed comprehensive description of the functionally equal item that will enable the state to perform a comparative evaluation.

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

Item #	Item	Specifications
1	<p>A speech generating device (SGD), also known as Augmentative/Alternative Communication (AAC) device (without built-in eye tracking system) An example of brand/models that meet the states requirements are:</p> <p>Tobii I-13 without eye-tracking system</p> <p>Saltillo-Accent 1400 with built-in eye tracking system.</p>	<ol style="list-style-type: none"> 1) A dedicated electronic speech generating device (SGD) with computer – compatible with most models such as Apple and/or PC. 2) A display screen size of no less than 12" High Definition (HD) in diagonal measurement 3) A touch panel with 10-point multi-touch. 4) A lightweight device in compliance to poor condition of body strength due to body diseases (no more than 7 lbs.) as a stand-alone equipment. 5) A synthesized speech with digitalized speech capabilities. 6) A battery life of no less than 8 to 10 hours when fully charged depending on individual usage and power settings. 7) At least one (1) battery charger is included in the pricing. 8) A minimum of two (2) switch scanning ports (single and dual switch scanning capabilities) that enable users to access AAC devices and provide connections of letters and icons that are presented visually and auditorily to the user. 9) Software downloads options to enhance the user's experience. 10) Capable of storing and customizing vocabulary

		<ol style="list-style-type: none"> 11) Word and phrase prediction such as auto-completion that will complete a partially typed word that may save the user time and effort. 12) Built-in "Wi-Fi" capabilities. 13) Bluetooth phone capabilities 14) Universal Serial Bus (USB) ports capabilities 15) A screen resolution with 1024 x 768 pixels 16) Bilingual capabilities (Spanish/English) 17) Front and rear camera options 18) Overlay options. 19) Infrared wireless (IR) capabilities and environmental controls for incident responses 20) Eye gaze and eye tracking system capability such as eye-operated communication and control system by the user looking at control keys displayed on a screen. 21) Compatible with Global Electric Wholesaler Association (GEWA) programmable IR remote control (an IR transmitter that replaces ordinary remote controls) 22) Sturdiness and durability to withstand heavy touch and usage related to dexterity. 23) A carrying case. 24) No less than a three (3) year warranty included in the pricing. 25) A back-up option if device is discontinued by manufacturer. 26) Access to North Carolina support for device
2	<p>A speech generating device (SGD), also known as an Augmentative/Alternative Communication (AAC) device with built-in eye tracking or eye gaze devices. An example of brand/models that meet the states requirements are:</p> <p>Tobii I-13 without eye-tracking system</p> <p>Saltillo-Accent 1400 with built-in eye tracking system.</p>	<ol style="list-style-type: none"> 1) Identical features/characteristics as the speech generating device listed in Item #1 2) Front and rear camera 3) Built-in Wire Stand options 4) Universal Serial Bus (USB) ports capabilities with card slot full Secure Digital (SD) capabilities 5) A display screen size of no less than 14" Liquid Crystal Display (LCD) 6) A battery life of no less than 18 hours when fully charged depending on individual usage and power settings. 7) A screen resolution with 1920 x 1080 pixels 8) A mounting bracket for wheelchair and table stands.
3	<p>Access Button Switch - The Access Button Switch is made for persons with moderate to severe upper extremity and motor disabilities.</p>	<ol style="list-style-type: none"> 1) At least a size of 4 to 5-inch circular target area and can be activated with at least 5 ounces of force. 2) Features auditory and tactile feedback. 3) Color option 4) Durable and reliable single switch that requires only a slight touch to engage
4	<p>Table Top - The Table Top is used for positioning of communication devices including eye-controlled devices on tables and desks.</p>	<ol style="list-style-type: none"> 1) An integrated anti-tip function and an automatic feet alignment for solid seating on even or uneven surfaces (floor areas) 2) Include the main system mount, mounting bracket and hardware needed for use. 3) Support up to 18 pounds of device weights.
5	<p>The joystick is a pan button device that allows easy navigation of documents.</p>	<ol style="list-style-type: none"> 1) A symmetrical design for use with either hand and with integral wrist support to minimize fatigue. 2) Features push buttons with white legends on black backgrounds for easy identification of button functions 3) Contains switchable left and right click buttons, double click and latching drag lock buttons. 4) Performs audible and visual warnings to indicate selection or change of functions.

		5) Includes anti-tremor button to improve cursor control and cursor speed. 6) Stem, soft ball and T-bar handles for alternative joystick grips included in pricing. 7)
6	Wireless Trackball Mouse - The wireless trackball mouse is designed specifically for users with motor skill difficulties.	1) USB and PS/2 compatible 2) An appropriate base for natural hand rest. 3) A minimum of 32- foot operation range. 4) Three (3) recessed buttons: left button for single click, right button for single click, and middle button for click/drag locks. 5) Compatibility with most tablets; i.e. Apple, Window, and Android 6) Two (2) jacks for switch operation of left-click and right-click 7) Capabilities to perform four (4) cursor speed settings. 8) No less than two (2) year warranty
7	Floor Stand - The floor stand is a device used when normal mounting accessibility is restricted due to a bed, wheelchair, or an armchair, or when accessing a device through eye tracking or eye gaze.	1) Gas-spring loaded telescoping. 2) Capability to adjust between 1.5 feet to 6 feet from the floor. 3) Rubber casters that lock into position for stability.
8	Universal Switch Mount - The universal switch mount system is a mounting device used when mobility is limited due to a wheelchair when accessing a switch or an environmental control unit.	1) An adjustable arm 2) Capability to extend to 20 ½ inches (minimum) 3) Mounting plates compatible with most devices
9	Buddy/Specs/Little Candy Corn/Orby Switch Mounting Plate – Device adapter to mount the Buddy Button, the Big Buddy Button, the Specs, the Little Candy Corn (1 and 2) or the Orby switches on the Magic Arm.	Fastening parts must be included.

5.1 DEVIATIONS

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

6.0 CONTRACT ADMINISTRATION

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 INVOICES

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

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

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

6.2 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.

6.3 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.

6.4 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.

6.5 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool

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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
1	<u>SGD device WITHOUT built-in eye tracking system- Section 5.1 b) 1.</u> Manufacturer _____ Model _____ Vendor Part Number _____ Warranty Offered _____/months Did you include descriptive literature, specifications, and other pertinent data necessary for evaluation with your bid response? YES _____ NO _____	\$
2	<u>SGD device WITH built-in eye tracking system -Section 5.1 b) 2.</u> Manufacturer _____ Model _____ Vendor Part Number _____ Warranty Offered _____/months Did you include descriptive literature, specifications, and other pertinent data necessary for evaluation with your bid response? YES _____ NO _____	\$
3	<u>Access Button Switch- Section 5.1 b) 3.</u> Manufacturer _____ Model _____ Vendor Part Number _____ Warranty Offered _____/months Did you include descriptive literature, specifications, and other pertinent data necessary for evaluation with your bid response? YES _____ NO _____	\$
4	<u>Table Top- Section 5.1 b) 4.</u> Manufacturer _____ Model _____ Vendor Part Number _____ Warranty Offered _____/months Did you include descriptive literature, specifications, and other pertinent data necessary for evaluation with your bid response? YES _____ NO _____	\$

<p>5</p>	<p><u>Joystick- Section 5.1 b) 5.</u></p> <p>Manufacturer _____</p> <p>Model _____</p> <p>Vendor Part Number _____</p> <p>Warranty Offered _____/months</p> <p>Did you include descriptive literature, specifications, and other pertinent data necessary for evaluation with your bid response?</p> <p>YES _____ NO _____</p>	<p>\$</p>
<p>6</p>	<p><u>Wireless Trackball Mouse- Section 5.1 b) 6.</u></p> <p>Manufacturer _____</p> <p>Model _____</p> <p>Vendor Part Number _____</p> <p>Warranty Offered _____/months</p> <p>Did you include descriptive literature, specifications, and other pertinent data necessary for evaluation with your bid response?</p> <p>YES _____ NO _____</p>	<p>\$</p>
<p>7</p>	<p><u>Floor Stand- Section 5.1 b) 7.</u></p> <p>Manufacturer _____</p> <p>Model _____</p> <p>Vendor Part Number _____</p> <p>Warranty Offered _____/months</p> <p>Did you include descriptive literature, specifications, and other pertinent data necessary for evaluation with your bid response?</p> <p>YES _____ NO _____</p>	<p>\$</p>
<p>8</p>	<p><u>Universal Switch Mount- Section 5.1 b) 8.</u></p> <p>Manufacturer _____</p> <p>Model _____</p> <p>Vendor Part Number _____</p> <p>Warranty Offered _____/months</p> <p>Did you include descriptive literature, specifications, and other pertinent data necessary for evaluation with your bid response?</p> <p>YES _____ NO _____</p>	<p>\$</p>

<p>9</p>	<p><u>Buddy/Specs/Little Candy Corn/Orby Switch Mounting Plate- Section 5.1 b) 9.</u></p> <p>Manufacturer _____</p> <p>Model _____</p> <p>Vendor Part Number _____</p> <p>Warranty Offered _____/months</p> <p>Did you include descriptive literature, specifications, and other pertinent data necessary for evaluation with your bid response?</p> <p>YES _____ NO _____</p>	<p>\$</p>
	<p style="text-align: right;">TOTAL COST:</p> <p>For evaluation and award purposes, the Total Cost for item numbers 1 through 9 will be the amount used to determine low cost.</p>	