STATE OF NORTH CAROLINA

DEPARTMENT OF ADMINISTRATION,

DIVISION OF PURCHASE & CONTRACT

Invitation for Bid #: DPC-2338088290-KG

Statewide Term Contract for Durable Medical Equipment

Date Issued: September 4, 2026

Bid Opening Date: October 5, 2026

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Kayla Glenn

State Procurement Specialist II

E-mail: Kayla.glenn@doa.nc.gov

Phone: 984-236-0258

STATE OF NORTH CAROLINA

Invitation for Bid # DPC-2338088290-KG

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. If you do not have a Vendor number, register at https://vendor.ncgov.com/vendor/login

STATE OF NORTH CAROLINA
DEPARTMENT OF ADMINISTRATION – DIVISION OF PURCHASE AND CONTRACT
Statewide Term Contract

Refer *ALL* Inquiries regarding this IFB to: **All correspondence with vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Section 2.4**	**Invitation for Bid #: DPC-2338088290-KG** **Bids will be publicly opened: October 5, 2026 at 2:00 PM ET**
For Statewide Use of All State Entities **STC #: 4219A – Durable Medical Equipment**	**Commodity # and Description: 421900 Medical Equipment & 422500 Physical and Occupational Therapy and Rehabilitation products**

EXECUTION

In compliance with this Invitation for Bid (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:		
VENDOR'S AUTHORIZED SIGNATURE:	**DATE:**	E-MAIL:

VALIDITY PERIOD

Offer shall be valid for at least one hundred 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 on date of _____________________ as indicated,

by ____.

(Authorized Representative of Department of Administration, Division of Purchase & Contract)

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1.0 PURPOSE AND BACKGROUND

The Department of Administration (DOA) serves as the business manager for North Carolina State government and provides leadership to State government for the effective, efficient, economical, and equitable delivery of services to the public. The department also aids and services several advocacy programs that serve diverse segments of the State's population that have traditionally been underserved. The Division of Purchase & Contract (P&C) is the strategic force to provide the State's entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources to provide goods and services.

The State through the Department of Administration (DOA) Division of Purchase & Contract (P&C) is seeking qualified vendors to establish a Statewide Term Contract to furnish and deliver the State's requirements for a comprehensive multiple manufacturer's product line for NEW, unused and in current production commercial and institutional quality **Durable Medical Equipment** throughout the State of North Carolina, on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period in the following categories and subcategories:

- **CATEGORY A: Wheelchairs —** *Upright, Standing Power, Tilt-in-Space Positioning, Cruiser Fixed Tilt Positioning, Manual Wheel, All Track HD (550lbs), All-Terrain Power, Compact Power, Hybrid Power. Bariatric/heavy-duty weight capacity available as a variant within applicable types. All Types and Accessories.*
- **CATEGORY B: Stair Lifts** — *Curved, Straight, Outdoor; Platform/Porch Lifts; Vertical Platform Lifts; Ceiling Lifts. All Types and Accessories.*
- **CATEGORY C: Bathroom Chairs** — *Shower/Commode, Tub Transfer Bench, Mobile/Tilt, Portable Shower, Stationary Shower, Transport/Rolling Shower. Bariatric weight capacity available as a variant within applicable types. All Types and Accessories.*
- **CATEGORY D: Mobility Aids** — *Rollators, Easy Stand Lifting Devices. All Types and Accessories*.
- **CATEGORY E: Scooters** — *3-Wheel and 4-Wheel, Electric, Heavy-Duty. Bariatric weight capacity available as a variant. All Types and Accessories*.
- **CATEGORY F: Beds** — *Hospital, Home Care, Mattresses. Bariatric weight capacity available as a variant. All Types.*
- **CATEGORY G: Patient Lifts —** *Stand-Assist, Stands. Bariatric weight capacity available as a variant. All Types.*
- **CATEGORY H: Shower/Bath Safety** — Grab Bars, *Products and Accessories.*
- **CATEGORY I***:* **Door Openers** — *Residential and Commercial automatic door openers and Accessories.*
- **CATEGORY J***: **All Other Durable Medical Products** not specified in Categories A–I***.**

To comply with Governor Cooper's Executive Order 80 (October 2018), North Carolina's Commitment to Address Climate Change and Transition to a Clean Energy Economy, the contract resulting from this solicitation intends to promote the procurement of environmentally preferable products. Vendors should highlight applicable sustainability features such as:

- Use of recycled or non-toxic materials
- Energy-efficient operation and design
- Minimal, recyclable, or compostable packaging
- Product longevity and repairability
- End-of-life recycling or take-back programs

Vendors are encouraged to describe any certifications, sustainability practices, or environmental benefits associated with their offered products.

The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors which will offer savings to the State and confirm, through Vendors' submission of bids, its ability to meet the State's needs.

The contract resulting from this IFB is **convenience** for State Departments and most State Agencies, and by State higher education institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

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

The intent of this solicitation is to award Statewide Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the "Effective Date").

At any time during the contract period the State may conduct an Open Enrollment process by posting a solicitation in the Ariba Sourcing Tool for the purpose of adding new manufacturer(s) to the contract, to provide a wide coverage of **Durable Medical Equipment**. The awarded Vendors will remain on the contract for the duration of the contract term unless terminated for convenience.

1.2 ESTIMATED SPEND

Based on the five (5) years' historical usage of the Statewide Term Contract (STC), the estimated spend for the term of this contract is $1,000,000.00 ($200,000.00/Year).

This amount is not guaranteed and could be more or less than the historical expenditure during the contract period. No maximum or minimum quantities are guaranteed.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, 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 and Time
Issue IFB	State	September 4, 2026
Hold Pre-Bid Conference	State	September 14, 2026, at 2 PM EST **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/212562543452375?p=nsGtiLff58ImjQl5Ba Meeting ID: 212 562 543 452 375 Passcode: 2r7E3ZS7
		Need help? | System reference **Dial in by phone** +1 984-204-1487,,920186524# United States, Raleigh Find a local number Phone conference ID: 920 186 524# **Join on a video conferencing device** Tenant key: ncgov@m.webex.com Video ID: 111 066 494 5 More info
Submit Written Questions	Vendor	September 16, 2026
Provide Responses to Questions	State	September 25, 2026
Submit Bids	Vendor	October 5, 2026, at 2 PM EST **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/29576959466418?p=tWVfRB4lmEjzX5Vwzh Meeting ID: 295 769 594 664 18 Passcode: mJ7LL69G
		Need help? | System reference **Dial in by phone** +1 984-204-1487,,902026083# United States, Raleigh Find a local number Phone conference ID: 902 026 083# **Join on a video conferencing device**

		Tenant key: ncgov@m.webex.com Video ID: 118 980 410 0 More info
Intended Contract Award	State	October 30, 2026

2.5 URGED AND CAUTIONED PRE-BID CONFERENCE

Date: September 14, 2026
Time: 2:00 PM EST
Location: Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/212562543452375?p=nsGtiLff58ImjQl5Ba
Meeting ID: 212 562 543 452 375
Passcode: 2r7E3ZS7

Need help? | System reference
Dial in by phone
+1 984-204-1487,,920186524# United States, Raleigh
Find a local number
Phone conference ID: 920 186 524#
Join on a video conferencing device
Tenant key: ncgov@m.webex.com
Video ID: 111 066 494 5
More info
Contact: Kayla Glenn
Contact #: 984-236-0258

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-bid conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory pre-bid conference is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of Vendor's compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

Vendor is cautioned that any information released to attendees during the pre-bid conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered as a part of this IFB and any resulting contract.

2.6 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 # DPC-2338088290-KG – 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 EST.

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.

2.7 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.**

2.8 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) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.

b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

c) Vendor Response

a. *4.7 DELIVERY AND INSTALLATION (Fill in)*

b. *4.13 AUTHORIZED RESELLER (Check box)*

c. *4.14 AUTHORIZED DEALERS (Check box)*

d. *4.15 WARRANTY (Fill in)*

e. *4.18 DESCRIPTIVE LITERATURE (Separate Document to be attached in Sourcing Event and in Attachment A Pricing Workbook)*

f. *4.29 SECRETARY OF STATE REGISTRATION (Check box)*

g. *5.1 IMPLEMENTATION AND COMMUNICATION PLAN (Separate Document to be attached in Sourcing Event)*

h. *5.2 CUSTOMER SERVICE PLAN (Separate Document to be attached in Sourcing Event)*

i. *6.1 CONTRACT MANAGER AND CUSTOMER SERVICE (Fill in)*

j. *6.2 ELECTRONIC PRODUCT CATOLOG (CHECK BOX)*

d) Completed version of ATTACHMENT A: PRICING WORKBOOK

e) Completed and signed version of ATTACHMENT: CUSTOMER REFERENCE FORM

f) Completed and signed version of ATTACHMENT: LOCATION OF WORKERS UTILIZED BY VENDOR

g) Completed and signed version of ATTACHMENT: CERTIFICATION OF FINANCIAL CONDITION

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

i) Completed version of ATTACHMENT: SUSTAINABILITY

2.9 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 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.

2.10 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.

1. **DME (Durable Medical Equipment):** Equipment and supplies ordered by a healthcare provider for everyday or extended use, typically to serve a medical purpose.
2. **STC (Statewide Term Contract):** A contract established for use by State agencies and other eligible entities to obtain goods and services.
3. **End User:** The individual patient or recipient for whom DME is ordered and who will use the equipment.
4. **Manufacturer:** The entity that produces or manufactures the products offered under this Contract.
5. **Authorized Reseller:** A Vendor authorized by the Manufacturer or an Authorized Distributor to sell its products to end users.
6. **Authorized Dealer:** A Vendor authorized by the Manufacturer, an Authorized Distributor, or an Authorized Reseller to sell and/or service its products.

7. **Authorized Distributor:** A Vendor authorized by the Manufacturer to sell and distribute its products.
8. **Standard Products**: Off-the-shelf products or accessories that require no modification, customization, or special configuration prior to delivery, and are typically stocked or readily available from the manufacturer or distributor.
9. **Custom Orders:** Products or accessories that require modification, configuration, or customization to meet the specific needs of the end user. This may include, but is not limited to, specialized sizing, adaptive features, custom seating systems, or manufacturer-built configurations.
10. **Standard Installation:** Installation included at no additional cost, in which equipment arrives fully assembled and/or secured in place, ready for use, without further modifications to the site or equipment.

9\. **Custom Installation: :** Installation of any item requiring structural mounting, anchoring, wall or floor modification, electrical or plumbing work, or other site alteration beyond standard placement and assembly, including but not limited to Lift Systems (Platform/Porch Lift, Vertical Platform Lift, Stair Lifts, and Ceiling Lifts), Door Openers, and wall-mounted Shower/Bath Safety products such as grab bars.

10\. **Ordering Provider:** The licensed physician, nurse practitioner, physician assistant, or other licensed healthcare practitioner who prescribes or authorizes the DME item for the end user, on behalf of the Procurement Entity, and whose clinical documentation supports the order.

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.

<u>Percentage Off Manufacturer Suggested Retail Price (MSRP)</u>

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) that best meet the estimated requirements, taking into consideration breadth of items offered within each category/subcategory, highest percentage discount offered off the most recently published Manufacturer Suggested Retail Price (MSRP), quantity, quality, delivery, service, and geographical coverage, to include any required verifications set out herein such as, but not limited to, past performance, references, and financial documents.

Products offered must currently be available in the manufacturer's published MSRP. Submission of price schedules developed specifically for this IFB may result in disqualification from award consideration.

It is the State's intent to have multiple manufacturers and products represented across categories to ensure adequate statewide coverage and availability of durable medical equipment.

In the event that two (2) or more Vendors offer the same manufacturer's product(s), it is the intent of the State to make awards to all qualified Vendors offering those products to allow for multiple choice / purchase options regarding availability, price, and service. The percentage discount offered off the MSRP list for that manufacturer's product(s) will be listed by Vendor.

While the intent of this IFB is to award Contract(s) for all categories, the State reserves the right to make separate awards to one or more categories, to not award one or more categories, to delete categories prior to award, or to cancel this IFB in its entirety without awarding a Contract, if it is determined to be in the best interest of the State.

Vendor may bid to provide coverage for all 100 North Carolina counties or for select counties (see Section 5.2.1, Geographic Coverage). Each Product Category (see Section 5.1) is organized into Subcategories. Vendor may bid on one (1) or more Product Categories and/or Manufacturers, but MUST provide all items within each Subcategory for which it submits a bid.

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 procurement lead 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 procurement lead 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 of 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 prices will be based on a percentage discount off the current manufacturer's suggested retail price list (MSRP). The Vendor shall provide a single percentage discount for each Subcategory identified in Section 5.1, Product Categories and Subcategories, and shall apply that discount consistently to all items within the Subcategory bid.

Bid price shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Assembly and set-up at the State's location is included in the bid price for items receiving Standard Installation in accordance with Section 4.7. Assembly and set-up costs for items meeting the Custom Installation criteria under Section 4.7.4 are excluded from the bid price and are addressed separately in Section 4.7.4. Complete ATTACHMENT A: PRICING WORKBOOK and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A: PRICING WORKBOOK, or resulting from any negotiations, is incorporated herein and shall become part of any resulting contract.

The Vendor will demonstrate reasonableness of price by offering the Percentage Discount to North Carolina that is the same or better than provided in a current contract to similarly situated governmental entities (i.e. other State contracts, GSA, Veteran's Administration, Department of Defense or other governmental entities). If the Vendor is unable to offer the

Percentage Discount to NC that is the same or better than given to other similarly situated governmental entities, Vendor shall include with the response a brief explanation as to why they are unable to do so. The State reserves the right to request further information such as copies of other governmental contracts, to determine the reasonableness of the price offered.

4.2 IMPORT TARIFF (TEMPORARY SURCHARGE)

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP/PPL products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.3 ESTIMATED QUANTITIES

No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.4 ADDITIONAL SAVINGS OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives/rebates, if possible, within the scope of this IFB, that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacturer, etc. Additional Discount Offers shall be in addition to the discounts Vendor offers as a List Item Price. Additional Discount Offers should be provided in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK.

Additional Discounts: As part of the pricing submittal, Vendors are being requested to propose an additional percentage discount which would be applied to all orders for the remainder of the contract term if and when the total orders against the contract exceed the provided amount, at any point during the life of the contract. Orders from all entities utilizing this contract will count toward the contract volume discount threshold.

Rebates: If a rebate is offered, it will be based on reported sales, on a quarterly basis (see Section 6.7 PERIODIC QUARTERLY SPEND REPORTS). The Vendor shall submit the rebate amount due by check with the "Contracts Number," "Report Amount," and "Report Period" on either the check stub or other remittance materials. The payment shall be made by check as described herein.

Checks shall be payable to: NCDOA, Division of Purchase & Contract

Checks shall be mailed to: NCDOA, Division of Purchase & Contract, Contract Manager
1301 Mail Service Center
Raleigh, NC 27699-1305

All discounts in Vendor's bid shall remain in effect for the entire contract period and shall not be decreased. However, the discount may be increased, and any such increase shall remain in effect for the remainder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendors may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

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

4.5 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.6 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, except as provided for Custom Installation under Section 4.7.4.

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

4.7 DELIVERY AND INSTALLATION

The Vendor shall deliver Free-On-Board (FOB) Destination for orders shipped to a single location within: All 100 North Carolina Counties.

Successful Vendor(s) should complete delivery within **fourteen (14) calendar days after receipt of purchase order for Standard Products**, and within **thirty (30) calendar days for custom orders, and within sixty (60) calendar days for items that are backordered and/or manufacturer delayed**. See below for definitions and additional delivery details. Deliveries should be made during the Procurement Entity's normal business hours and on regular North Carolina State business days unless other arrangements have been mutually agreed upon.

4.7.1 DELIVERY FOR STANDARD PRODUCTS

Complete delivery within fourteen (14) consecutive calendar days after receipt of purchase order.

STANDARD PRODUCTS are defined as off-the-shelf products and accessories that require no custom modifications. For example: a standard wheelchair with available accessories that can be shipped with the chair.

Standard Delivery will be made from ____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery shall be used as a factor in the award criteria. If delivery will be made from multiple locations, please provide details (location, days, manufacturer, etc.) on a separate page.

4.7.2 DELIVERY FOR CUSTOM ORDERS

Custom Orders shall be delivered within thirty (30) consecutive calendar days after receipt of purchase order or within sixty (60) calendar days for items that are backordered and/or manufacturer delayed. Custom Orders require product or accessory modifications such as non-standard seat width, seat depth, back height, molded cushions, or specialized supports.

Custom Delivery will be made from ____ (city, state) within _____ consecutive calendar days after receipt of purchase order.

4.7.3 STANDARD INSTALLATION

Standard Installation is included at no additional cost. Standard Installation shall occur at the delivery location designated by the Procurement Entity, including the end user's residence when applicable. Equipment must arrive fully assembled and/or secured in place, ready for use without any further modifications to the site or equipment. Standard Products that do not require assembly (e.g., wheelchairs, walkers, canes) shall be delivered ready for immediate use and may not require any additional installation service.

4.7.4 CUSTOM INSTALLATION

For any item requiring structural mounting, anchoring, wall or floor modification, electrical or plumbing work, or other site alteration beyond standard placement and assembly, including but not limited to Lift Systems (Platform/Porch Lift, Vertical Platform Lift, Stair Lifts, and Ceiling Lifts), Door Openers, and wall-mounted Shower/Bath Safety products such as grab bars, additional site preparation may be required for a complete and safe installation. Any additional installation charges must:

- be quoted on a per-job basis,
- receive advance approval from the Procurement Entity, and
- be billed separately on the final invoice.

All custom installation costs shall appear as **separate line items** on both the purchase order and the invoice.

Any damage to equipment or State property resulting from installation shall be repaired at the Vendor's expense. Upon completion of installation, the Vendor shall remove and properly dispose of all debris and leave the installation site clean and ready for use.

Delivery shall not be considered complete until installation setup has been finalized.

4.8 ON-TIME DELIVERY RATE

The Vendor shall maintain an on-time delivery rate of at least **ninety-five percent (95%)** for all orders.

An order is considered on-time only when all items have been shipped to the Procurement Entity designated location:

- within fourteen (14) calendar days for Standard Products; or
- within thirty (30) calendar days for Custom Orders.
- within sixty (60) calendar days for items that are backordered and/or manufacturer delayed

On-time performance is calculated on a per-item basis. When an order contains items across multiple categories (Standard, Custom, or Backordered), each item is scored against its own applicable timeframe independently and does not affect the on-time status of other items in the same order.

The on-time shipment rate is calculated as:

(Number of Items Shipped On-Time ÷ Total Number of Items Shipped) × 100
Rounded to the nearest whole percent

Orders cancelled by the State prior to shipment shall be excluded from the on-time delivery calculation. The Vendor shall not cancel partial orders, require order cancellations due to back-orders, or engage in any practice intended to artificially inflate shipment performance metrics without prior written authorization from the State.

Failure to maintain the required on-time shipment rate may result in written notice, a required corrective action plan, and additional remedies as determined appropriate by the State, up to and including removal from the Contract, in accordance with the North Carolina General Terms and Conditions.

4.9 DEFECTIVE PRODUCTS

In the event a product is found to be defective, Vendor agrees to replace the item immediately, within the same delivery time frame at no additional charge to the State.

4.10 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt written notification to the Contract Manager at the State's Division of Purchase & Contract of any product recall or safety notice in accordance with the applicable State or Federal regulations.

The Vendor shall support the Contract Manager and affected State entities in all necessary follow-up actions, including coordination, replacement, or removal of recalled products, and shall replace any such products at no cost to the State.

4.11 OUT-OF-STOCK AND BACK-ORDERS

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

4.12 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving Procurement Entity to inspect all materials, supplies and equipment upon delivery to ensure compliance with the Contract requirements and specifications.

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

4.13 AUTHORIZED RESELLER

A Vendor may bid if it is a manufacturer of the product bid or if it is an Authorized Reseller of that product. If the Vendor is an Authorized Reseller, it shall submit a certification from the manufacturer confirming that Vendor is an Authorized Reseller.

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

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

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

4.14 AUTHORIZED DEALERS

An awarded Vendor may utilize approved, Authorized Dealers, to participate as alternate distribution sources for Vendor. Authorized Dealers may be added at any time during the contract term at the discretion of the Vendor, provided that they agree to comply with all terms and conditions of the awarded contract, with no set minimum or maximum number of Authorized Dealers that may be approved. Such participation is subject to the following conditions:

<u>Designation of Authorized Dealer(s)</u>

Vendor shall specify whether orders must be placed directly with Vendor or may be placed directly with Authorized Dealer(s). If Authorized Dealer(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, Vendor must provide P&C, a list of those designated authorized dealers submitted with its Bid. P&C will require a vendor registration process for all Vendors recommended for contract award and their authorized dealers through the E-Procurement System. Authorized Dealers must register as an e-Procurement vendor with the State of North Carolina upon contract award and must comply with all terms and conditions of this IFB. Awarded Vendors remain responsible for contract compliance by its Authorized Dealers, and neither an order placed with, or items delivered by, a Vendor's Authorized Dealer shall relieve the Vendor from any obligation under this contract.

Will Vendor maintain Authorized Dealers: ☐ **Yes** ☐ **No**

Attached List of Authorized Dealers: ☐ **Yes** ☐ **No**

Modifications in Authorized Dealer List

If a Vendor allows Authorized Dealers to participate in the Contract, post-award requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted to P&C's Contract Manager for prior approval.

4.15 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

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 Procurement Entity 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 (e-mail): ____

4.16 MAINTENANCE OPTION

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer's published specifications and those of this IFB. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred.

Except as specifically provided for elsewhere herein, coverage shall be at least for 8:00 am ET to 5:00 pm ET, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year.

The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK of this IFB, if applicable.

4.17 POST AWARD DEMONSTRATIONS (IF REQUESTED)

Demonstrations shall be provided to the Procurement Entity upon request prior to purchase. Demonstrations of items offered shall be of the exact model of items offered in order to assess suitability of the offered item for the intended use. Such demonstration shall be performed at the Procurement Entity's facility by Vendor or its authorized representative before final purchase, upon request by and without charge to the Procurement Entity.

4.18 VENDOR'S PUBLISHED CATALOG & PRICE LISTS

As a result of this Contract, Vendors shall provide its entire catalog of products. By definition, a Vendor's catalog as a result of this effort, is a Vendor's full line of products within the awarded scope that is consistent with what is offered on its punch-out catalog site. The State deems the right to determine the completeness of the coverage of a Vendor's catalog. **The Vendor's catalog must be submitted with its bid by providing a link to the Vendor's Catalog in ATTACHMENT A: PRICING WORKBOOK.**

Each Vendor shall submit with the bid, the most recent manufacturer's price list(s) which cover all models and/or styles offered herein. Altered or unpublished price lists/literature may subject your bid to rejection. The Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB, or other inquiry will not suffice for the above requirement or any other information required herein. Failure to include such information shall be a sufficient basis for rejection of the Vendor's bid.

The Vendor shall, where applicable, provide the following information, at a minimum, on the proposed products:

a. Detailed Manufacturer's Item Description
b. Manufacturer
c. Manufacturer Product #
d. Manufacturer List Price
e. Internet link to the product if available

The manufacturer's price lists submitted with this bid shall be the only approved, dated price lists used to price products under this Contract. Vendor must provide verification of the most recent published price list with the bid. Any changes to price lists shall be made by formal amendment to the awarded Contract. After award, and upon request by the Agency, the awarded Vendor(s) shall furnish price lists, catalogs, and descriptive literature to the Agency, as needed.

4.19 DESCRIPTIVE LITERATURE

Vendor shall submit with the bid, Vendor link to all of the Durable Medical Equipment being offered, in the designated area of ATTACHMENT A: PRICING WORKBOOK.

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. Additional descriptive literature, including specifications, certifications, and all other pertinent data, shall be provided to the Procurement Entity upon request prior to purchase. Failure to include such information shall be a sufficient basis for rejection of the bid, at the discretion of the State.

4.20 REFERENCES

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

4.21 BACKGROUND CHECKS

Any personnel or agent of Vendor performing work under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.22 SUSTAINIBILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe how environmental requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging and recycling of spent products.

4.23 RETURN POLICY

Vendor shall accept merchandise returns from Procurement Entity for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to Procurement Entity, whichever is requested, within thirty (30) business days on all returns of an ordered item that returns of an ordered product that (1) is a stock item in original packaging and in re-sellable conditions; (2) is not a specialty or customized item; (3) is defective or damaged; (4) is a return of an incorrect product shipped; (5) results from a Vendor order entry error; or (6) is non-conforming due to any other cause reasonably assumed to be the fault of the Vendor.

Vendor may charge a restocking fee for undamaged, conforming goods outside the thirty (30) business day period and for returns of custom-made items. A custom-made item that must be specially manufactured for a specific order due to Buyer's choices of non-standard dimensions, fabric, choice of wood or stain, and the like. An otherwise standard item is not considered custom-made simply because it is manufactured to fulfill a Procurement Entity's order.

Notwithstanding the general return right above, and due to health and sanitation considerations, the following items are not eligible for return once delivered and removed from original packaging: Category C Bathroom Chairs (including Shower/Commode Chairs, Tub Transfer Benches, Mobile/Tilt Chairs, Portable Shower Chairs, Stationary Shower Chairs, and Transport/Rolling Shower Chairs); and Category H Shower/Bath Safety products. This exclusion does not limit the Procurement Entity's rights under items (3) through (6) above. If a product is defective, damaged, incorrect, or otherwise nonconforming, the Procurement Entity may still receive credit, refund, or replacement, and the Vendor may satisfy such claims without requiring the return of the item.

4.24 PRODUCT SAFETY LISTING

All manufactured items and/or fabricated assemblies subject to operation under pressure 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, 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. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this RFP are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label.

All electrical materials, devices, appliances, and equipment shall be evaluated for safety and suitability for intended use in accordance with G.S. 66-25 Acceptable Listings as to Safety of Goods.

4.25 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.

4.26 FINANCIAL STABILITY

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

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

4.27 INSURANCE REQUIREMENTS MODIFICATION

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

☒ Contract value in excess of $1,000,000.00

4.28 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.29 SECRETARY OF STATE REGISTRATION

Upon notification of award, the selected Vendor(s) shall complete registration with the NC Secretary of State and shall furnish evidence of filing to the Procurement Lead. Failure to provide proof of registration will result in the removal as a selected Vendor(s) from the contract award. Note that any prolonged (longer than ten (10) business days) notification of evidence of filing may result in a disqualification for award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: https://www.sosnc.gov/ to register.

Vendor registered with the North Carolina Secretary of State: Yes☐ No ☐

4.30 SUBCONTRACTOR

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

5.0 SCOPE OF WORK AND SPECIFICATIONS

The specifications and requirements in this section are based on Durable Medical Equipment (DME) that the State has evaluated and determined to be necessary in terms of size, construction, design, functionality, and performance. Vendors shall offer only comparable DME that meets or exceeds the capabilities, features, and performance requirements described in this IFB. All DME provided under this Contract shall:

- Be **new**, unused, and of current production.
- Contain **no refurbished**, rebuilt, or previously used components.
- Be manufactured with **first-quality materials and workmanship**.
- Be recognized within the DME industry as **commercially acceptable** products.

The State reserves the sole right to determine product acceptability and industry recognition of any product offered under this IFB.

This solicitation applies only to DME within the categories specified in this IFB. Bids for products outside those categories will not be accepted. The State may evaluate its needs for additional categories in the future and issue new solicitations as necessary.

5.1 IMPLEMENTATION AND COMMUNICATION PLAN

The successful implementation and efficient management of DME are crucial for an efficiently functioning contract. This plan outlines the steps and strategies to effectively implement and communicate the procurement, distribution, and usage of goods within your organization. As such, the State will include Vendor(s) awarded in the State's Town Hall, introducing the Statewide Term Contract to Procurement Entities. The awarded Vendor(s) shall provide a Capability Statement, to be displayed within the Presentation and have two (2) minutes to present the high-level vendor capabilities and highlights of Customer Services and contract coverage. Vendor shall provide the Capability Statement, and Customer Service Plan with bid.

5.2 CUSTOMER SERVICE PLAN

Vendor shall provide key principles and strategies to deliver customer service in the context of Durable Medical Equipment shall be provided by the vendor during the contract period. Information and approach to include but not limited to :

- Prompt Response
- Product Knowledge and Expertise
- Problem-Solving
- Accuracy and Efficiency
- Tracking and Status Updates
- Feedback Collection

The information provided will be used for informational purposes and management of the contract performance and will not be used in the evaluation of the Vendor's bid response.

5.3 GEOGRAPHIC COVERAGE

The Statewide Term Contract will ensure coverage for all 100 North Carolina counties through awards made to one or more Vendors. Each Vendor shall indicate whether it will provide coverage for all 100 North Carolina counties or for specific counties within the State. A Vendor electing to cover specific counties shall provide coverage only for the counties for which it submits a bid and is awarded and shall identify those counties in the designated area within Attachment A: Pricing Workbook.

5.4 SPECIFICATIONS

5.4.1 Product Definitions

Standard Products and Custom Orders are defined in 2.10 Definitions, Acronyms, and Abbreviations section of this IFB. The classification of a product as Standard or Custom shall be determined based on the level of modification required and the manufacturer's production process.

5.4.2 PRODUCT CATEGORIES AND SUBCATEGORIES IN SCOPE

The following Categories and Subcategories define the scope of Durable Medical Equipment (DME) sought under this Contract. Categories are representative and inclusive rather than exhaustive; Vendors may offer any product meeting or exceeding the specifications and functional requirements of this IFB. Subcategories correspond to the selections available in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK, and Vendor shall identify the applicable Subcategory for each item offered, in accordance with Section 4.1, Pricing.

CATEGORY A — Wheelchairs

Upright • Standing Power • Tilt-in-Space Positioning • Cruiser Fixed Tilt Positioning • Manual Wheel • All Track HD (550lbs) • All-Terrain Power • Compact Power • Hybrid Power • Bariatric/Heavy-Duty • Accessories

CATEGORY B — Stair Lifts

Curved Stair Lift • Straight Stair Lift • Outdoor Stair Lift • Platform/Porch Lift • Vertical Platform Lift • Ceiling Lifts • Accessories

CATEGORY C — Bathroom Chairs

Shower/Commode Chair • Tub Transfer Bench • Mobile/Tilt Chair • Portable Shower Chair • Stationary Shower Chair • Transport/Rolling Shower Chair • Bariatric/Heavy-Duty • Accessories

CATEGORY D — Mobility Aids

Rollator • Easy Stand Lifting Device • Accessories

CATEGORY E — Scooters

3-Wheel Scooter • 4-Wheel Scooter • Electric Scooter • Heavy-Duty Scooter • Bariatric/Heavy-Duty • Accessories

CATEGORY F — Beds

Hospital Bed • Home Care Bed • Mattress • Bariatric/Heavy-Duty • Accessories

CATEGORY G — Patient Lifts

Stand-Assist Lift • Stand • Bariatric/Heavy-Duty • Accessories

CATEGORY H — Shower/Bath Safety

Grab Bar • Other Shower/Bath Safety Product • Accessories

CATEGORY I — Door Openers

Residential Door Opener • Commercial Door Opener • Accessories

CATEGORY J — All Other Durable Medical Products

Other Durable Medical Products not listed in A-I

5.4.3 Applicable Standards

All DME offered under this Contract shall be new, unused, and of current manufacture, and shall comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to the following:

5.4.3.1 General Industry Standards

All DME shall comply with applicable, nationally or internationally recognized industry standards relevant to the specific product category.

5.4.3.2 Wheelchairs and Mobility Equipment

Wheelchairs and mobility-related equipment shall comply with applicable standards issued by ANSI/RESNA, including ANSI/RESNA WC-1 standards, or the ISO 7176 series, as applicable.

5.4.3.3 Regulatory Compliance

Products shall comply with all applicable requirements of the U.S. Food and Drug Administration (FDA), including device classification, registration, listing, and labeling requirements, where applicable.

5.4.3.4 Medicare and Coding Requirements

DME shall meet applicable Centers for Medicare & Medicaid Services (CMS) requirements and be eligible for HCPCS coding, where such codes exist.

5.4.3.5 Electrical and Safety Standards

Powered, electronic, or electrically operated DME shall comply with applicable UL, IEC, or equivalent nationally recognized testing laboratory (NRTL) safety standards.

5.4.3.6 Accessibility Requirements

DME intended for public, institutional, or assisted-use settings shall comply with applicable Americans with Disabilities Act (ADA) accessibility requirements.

5.4.3.7 Current Standards

The Vendor represents and warrants that all products provided under this Contract comply with the most current versions of applicable standards in effect at the time of manufacture and delivery.

5.4.4 Services and Repairs

Service shall include but will not be limited to: Assembly, repair and modifications to wheelchairs, 3–4-wheel scooters and mobility devices, adaptive equipment, lift chairs, stair lifts, ceiling lifts, porch lifts, patient lifts, hospital beds and accessories. Adequate and satisfactory availability of repair parts and supplies, and ability to meet service requirements are necessary. The State reserves the right to satisfy itself by inquiry or otherwise as to Vendor’s capabilities in this regard.

a) Coordination between the Agencies and the Vendor(s) is essential for the success of this contract. Vendor shall provide high quality service in a timely manner, and failure to do so, as determined by The Division of Purchase & Contract, may result in the termination of the contract.

b) The Vendor shall be the manufacturer or shall be authorized by the manufacturer to sell or distribute the brands of equipment awarded under the Contract. The Vendor or its third-party service provider performing repairs, maintenance, or other services shall possess any applicable manufacturer authorization required to perform those services. The Vendor shall provide documentation confirming the applicable product and service authorizations with its bid response.

c) Upon notification by the end user or authorized Agency representative, the Vendor shall respond via telephone within 48 hours with a plan of action and/or scheduled date to address the repair issue at the end user's site, if necessary.

d) Warranted repair work shall be completed within 3–7 calendar days from the end user's service request. Vendor shall provide the end user with a written estimate of the time to complete repair work. Repairs provided under such a service request shall not void the manufacturer's warranty in any way.

e) If equipment cannot be repaired within the 3–7 calendar day window, the Vendor shall provide suitable comparable loaner equipment that will temporarily accommodate the end user's disabilities until the original equipment can be repaired. The loaner must be approved as suitable by the authorized Agency representative.

f) Repairs to equipment still under warranty are not reimbursable under the Contract and shall include parts, labor, and travel at no cost to the Agency or end user.

g) For items outside the warranty period, billable diagnostic and service hours may not exceed 48 hours over a period of 3–7 business days.

5.4.5 WHEELCHAIR SERVICE / DME CONSULTATION

Prescription and Clinical Evaluation Requirements:

For equipment requiring clinical assessment, including but not limited to wheelchairs, mobility devices, and other personalized DME, the Vendor shall ensure that all equipment provided is supported by appropriate clinical documentation, including prescriptions or physician orders, as applicable.

The Vendor shall coordinate with the Ordering Provider and the end user's authorized Procurement Entity representative to ensure proper evaluation, fit, and sizing of equipment based on the individual needs of the end user

All equipment shall be appropriately selected and fitted to ensure safety, functionality, and compliance with applicable clinical and regulatory requirements.

a) Consultation:

Consultations shall include, but not be limited to, client seating assessments, fittings, and evaluations. Seating assessments may be for a new system or for modifications to a current wheelchair. Vendors shall work with Procurement Entity personnel to perform a thorough seating assessment and provide recommendations for the most cost-effective options to meet the needs of each client.

Evaluation and Fitting Services:

Standard evaluations for fit, form, and function shall be provided at no cost to the State or end user. This includes basic assessment activities necessary to support equipment selection and ensure proper fit and functionality.

For example, standard evaluations may include confirmation of sizing and site-specific fit for items such as wheelchairs, shower chairs, hospital beds, and other mobility or daily living aids.

Seating evaluations for wheelchairs and mobility devices shall be provided at no cost at the Vendor's or Dealer's location. Final delivery to the client's location shall be included in accordance with Section 4.7, Delivery and Installation.

Evaluation activities that exceed standard assessment, including but not limited to multiple site visits or extended evaluation time, may be billed at the rates established in Attachment A: Pricing Submittal Workbook, if applicable.

b) Evaluation Team Participation:

- As required by each Procurement Entity making use of this Contract, a thorough seating assessment shall be completed for each end user by an evaluation team consisting of the Vendor, a Physical and/or Occupational Therapist, an Adaptive Equipment Specialist (which may be the Vendor or the Vendor's representative, if applicable), and a direct-care representative from the agency sponsoring the purchase of the equipment. The evaluation team shall provide a written recommendation for the most cost-effective options, as agreed upon by the end user, for meeting the disability and medically related goals/objectives identified in the evaluation. Each recommendation shall be reviewed by the agency's PT/OT Director and/or direct-care representative for approval prior to purchase of the equipment. The evaluation shall not be conducted solely by the Vendor.
- Vendor shall be required to have on staff an ATS (Assistive Technology Supplier), RESNA-certified Assistive Technology Specialist, or ATP (Assistive Technology Provider). The ATS/ATP must perform each evaluation and delivery of products provided, in any part, under the Contract. The Vendor may subcontract with a seating clinic for the ATS/ATP service. The signature of the participating professional is required for each of the two visits.
- Fittings shall be performed and deliveries made as deemed appropriate by the using Procurement Entity. Vendor shall comply with all policies and procedures of the using agency related to providing products and services under

this Contract, including invoice and payment requirements.

- The Vendor shall provide custom molded seating and pressure mapping where called for. This may be subcontracted, provided the ATS/ATP participates in the process.
- The Vendor shall have a full-time Maintenance Technician qualified to work on all equipment being bid and shall maintain common repair parts in stock.

5.5 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.

5.6 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 on an attached sheet, titled DEVIATIONS. 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.

State Contract Administrator: Kayla Glenn, kayla.glenn@doa.nc.gov

State Contract Manager: Carter Biggs, carter.biggs@doa.nc.gov

Note: In the event the State's Contract Administrator or Contract Manager changes, notification will be sent to the Vendor's Contract Manager and the Contract Synopsis on the DOA P&C website will be updated.

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 #:	
E-mail:	

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
E-mail:	

6.2 ELECTRONIC PRODUCT CATALOG

Vendors have two (2) options to select from for managing products using the State's NC E-Procurement Services to develop and manage a catalog solution. Options include:

1. Line-Item Catalog –
   a. Limited to no more than 4,000-5,000 available products.
2. Ordering Instructions –
   a. No limit to products available.

6.2.1 Line-Item Catalog Solution

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to develop a line-item catalog. At a minimum, the Vendor shall agree to the following:

a. Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Manager via e-mail at eprocurementdata@its.nc.gov.

b. The State will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State may determine when the electronic catalog and any subsequent revisions "go live".

c. The Vendor shall submit an updated electronic catalog from time to time or as requested by the State to maintain the most up-to-date version of its product/service offering under the statewide contract.

d. The Vendor shall meet the following requirements:

   1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
   2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
   3. Include in the catalog detailed product line-item descriptions; and
   4. Include in the catalog identifiers for specific types of products, to include Sustainable products, Contract products; and
   5. Include in the catalog any additional content required by the State; and
   6. Limit the line-item catalog content to the Vendor's statewide contract offering.

e. The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

6.2.2 Punchout Catalog Solution

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to deliver a punch-out catalog solution. The Vendor agrees to the following:

a. Vendor shall deliver a punch-out catalog which must be approved and available for use within thirty (30) calendar days of notice of award. Vendor shall limit the punch-out catalog content to the Vendor's statewide contract offering. By providing a punch-out catalog, Vendor shall provide its own catalog (the "online catalog"), which must be capable of communication between the E-Procurement System and a supplier's ERP system via Commerce Extensible Markup Language (cXML) 1.0 or 1.1 standards.

b. Vendor shall ensure its online catalog marketplace is up-to-date or as requested by the State; updating the offered products/services and pricing listed on its online catalog.

c. Vendor shall deliver a punch-out catalog that contains only items that are in the scope of the awarded contract. The Vendor shall have the capability to block from the punch-out catalog those items as designated by the State or Supplier Manager. "Blocking" is defined as the electronic removal of product information and prices from the punch-out catalog solution. For each item included, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, and contract price.

d. The Vendor shall meet the following requirements:

  1. Vendor shall include in the catalog the most current pricing, inclusive of all applicable administrative fees and or discounts, as well as the most up-to-date product offering the Vendor is authorized to provide in accordance with the contract; and

  2. Vendor shall maintain the accuracy of the catalog throughout the duration of the contract; and

  3. Vendor shall include in the catalog detailed product line-item descriptions; and Vendor shall include in the catalog pictures when possible; and

  4. Vendor shall include in the catalog any additional content required by the State or Supplier Manager; and

  5. Vendor shall make access to the punch-out catalog available 24 hours a day, 7 days a week.

e. The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

Only those products awarded under this contract, as determined by the State, shall be made available for purchase from the punch-out catalog. Products not awarded under this contract shall be blocked from the punch-out catalog or may not be displayed on the site. In addition, the punch-out catalog shall not allow a user to add non-contract items to a shopping cart or to the E-Procurement System.

6.2.3 Ordering Instructions Solution

The State will allow for 'Ordering Instructions' for custom built or customized equipment purchases only. Vendor will be required to provide the sales representative's contact information at the time of award. If selected for contract award, the State will work with awarded Vendors and the E-Procurement team to create catalogs that meet the requirements for ordering instructions depending on the complexity of the awarded contract and the number of items available.

6.2.4 Vendor shall indicate which catalog solution they intend to use. Please select one (1):

☐ **Line-Item Catalog**

☐ **Ordering Instructions** (for custom built or customized equipment only)

6.3 SALES PROMOTIONS

Vendor may conduct sales promotions involving price reductions for a term shorter than the contract term. A Vendor shall submit to the Contract Manager documentation related to the sales promotion which contains the following: (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to current contract prices. Promotional prices shall be available to all Procurement Entities. Upon approval of the sales promotions by the Contract Manager, the Vendor may offer the sales promotion to the State.

6.4 CONTRACT BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically ***semi-annually*** with the State for Contract Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

Business Review meetings shall be scheduled semi-annually. Meetings shall be presented by the Vendor and be inclusive of the following:

1. Spend overview (State Agency Spend) FY Comparison
    a. Volume Discount
2. Product Cost Savings from list price
3. Product Accuracy Rate – Percent of equipment invoiced and shipped without post order correction
4. Complete Shipment Rate – Percent of orders filled in one (1) shipment
5. On Time Delivery Rate – Percent of orders delivered within contract delivery term
6. Sustainability Efforts and Results
7. Additional Discounts Exercised
8. Rebates
9. Challenges
10. Improvement Ideas

6.5 CONTINUOUS IMPROVEMENT

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

6.6 PERIODIC QUARTERLY SPEND REPORTS

The Vendor shall be required to provide Sales Management Reports to the above designated Contract Manager on a ***Quarterly*** basis. Users should submit their report through eVP by following the instructions in the **STC Quarterly Reporting job aid**. This report shall include, at a minimum, information concerning:

1. Sales Report (total cost) by State entity, to include agencies, community colleges, universities, school systems, local government entities.

2. Sales Report Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, Contract Price, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for equipment.

These reports shall be well organized and easy to read.

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

By October 15th: Q1 Quarterly Management Report for July – September

By January 15th: Q2 Quarterly Management Report for October – December

By April 15th: Q3 Quarterly Management Report for January – March

By July 15th: Q4 Quarterly Management Report for April – June.

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

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

6.7 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods and Services shall be conducted and completed at least in accordance with the contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Goods and Services are approved as acceptable by the Buying Entity.

Acceptance of work products shall be based on the following criteria:

(a) all equipment is fully assembled, installed, and ready for use;

(b) all debris, packaging materials, and installation waste have been and the site is left clean; and

(c) the client or end user has received appropriate training in the safe use and operation of the equipment. Delivery shall not be considered complete until these acceptance criteria are met.

The State shall notify Vendor, in writing within ten (10) calendar days following completion, if the work or deliverable is not acceptable, specifying the reasons. Final acceptance is expressly conditioned upon completion of any required assessment procedures. If deliverables fail to meet specifications or acceptance criteria, the State may exercise any and all rights under the Contract.

6.8 COORDINATION WITH THIRD-PARTY PAYERS

Prior to submitting an invoice to the State, the Vendor shall coordinate with Medicaid, Medicare, and other applicable third-party payers as required. This coordination shall include verifying patient/beneficiary eligibility, secure all required prior authorizations, and ensuring accurate documentation and proper payer sequencing in accordance with applicable billing requirements. Invoices submitted to the State that do not reflect proper third-party payer coordination may be rejected or delayed pending correction.

6.9 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices, meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Procurement Entity 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, Standard Order, Custom Order, 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.

6.10 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.

6.11 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.

6.12 POST AWARD PRODUCT SUBSTITUTION, ADDITIONS, & REMOVALS

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

The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

6.13 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be **firm against any increase for one (1) year from the effective date of the contract.**

Price increase requests shall be submitted in writing to the Contract Manager, 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 cancellation.

6.14 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.

6.15 TAXES

No taxes shall be included in any bid prices.

6.16 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.