

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer ALL Inquiries regarding this IFB to:
Shall be submitted through the Message Board in the Sourcing Tool. See section 2.6 for details.

Invitation for Bids # DPC-542760739-NE

Bids will be publicly opened: February 6, 2023 at 2:00pm ET

Using Agency:
*****PURCHASE AND CONTRACT*****

Commodity No. and Description: 6010 Developmental and Professional Teaching Aids and Materials

EXECUTION

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR: Innosonian America LLC		
STREET ADDRESS: 5760 NC 96 Hwy	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Youngsville, NC. 27596	TELEPHONE NUMBER: 551.227.3100	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: Scott Spearn, Senior Vice President		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: Feb. 1 / 2023	E-MAIL: Scott.Spearn@innosonian.us

Bid Number: DPC-542760739-NE

Vendor: Innosonian America LLC

VALIDITY PERIOD

Offer shall be valid for at least 90 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this 23 day of March, 2023, as indicated
on the attached certification, by Nick Edwards
(Authorized Representative of Division of Purchase and 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 and 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 DOA P&C is seeking Vendors for a STC to supply the State's requirements for new, unused and in current production Manikins, Accessories and Services, in broken into seven (7) categories throughout the State of North Carolina. The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors who will offer a savings to the State and who confirm, through Vendors' submission of bids, an ability to meet the State's needs.

The contract resulting from this IFB is mandatory for State departments and most State Agencies, as well as 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.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of four (4) years, beginning on the date of final Contract execution (the "Effective Date") or March 1, 2023, whichever is later.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one (1) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

1.2 ESTIMATED SPEND

Based on the historical usage of the STC by eligible entities, the estimated annual spend through the contract is approximately \$7 million. This amount is not guaranteed and could be more or less than the estimated spend during the contract period.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.

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	January 23, 2023
Submit Written Questions	Vendor	January 30, 2023 by 2:00pm ET
Provide Responses to Questions	State	January 31, 2023
Submit Bids	Vendor	February 6, 2023 by 2:00pm ET Virtual Bid Opening can be accessed here: Click here to join the meeting
Contract Award	State	February 24, 2023
Contract Effective Date	State	March 1, 2023

2.5 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # DPC-542760739-NE – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question

or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

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

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

Tips for Using the Sourcing Tool

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

2.8 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) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor Response: Section 4.14
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

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 Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

2.10 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.

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

- BLS – Basic Life Support
- Contract Administrator – A representative of the Agency who is responsible for the contract functions that are performed after all parties have signed a contract, including any modifications of the contract.
- Contract Manager – A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the performance of the stated output and outcome of the contract.
- MSRP – Manufacturer Standard Retail Pricing
- OEM – Original Equipment Manufacturer

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and award or awards will be based on the responsive bids(s) to provide the estimated requirements as to breadth of items in each category offered, highest percentage discount offered off the most recently published Manufacturer Standard Retail Price (MSRP) List, quantity, quality, delivery, service, and/or geographical coverage.

It is the State's intent to have multiple manufacturers represented in each category. In the event that two (2), or more Vendors offer the same manufacturer's product(s), it is the intent of the state to make an award to the Vendor with the most complete offering per category, and highest percentage discount offered off MSRP List for a particular manufacturer's product(s).

Products offered must currently be available on the manufacturer's most recently published MSRP. Submission of price schedules developed specifically for this Bid WILL result in disqualification from award consideration.

State reserves the right to reject any bid based on functionality, compatibility with specified requirements as well as cost, make separate awards to different Vendors for one (1) or more categories, to not award one (1) or more categories or to cancel this IFB in its entirety without awarding a Contract if it is considered to be most advantageous to the State to do so.

The State is requesting the Vendor to enter its most advantageous percentage discount for its entire catalog in **ATTACHMENT A: PRICING**

While the intent of this IFB is to award a Contract(s) to multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

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

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property

- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

No taxes shall be included in any bid prices.

4.2 ADDITIONAL DISCOUNT OFFERS/REBATES

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

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

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

4.3 PRODUCT IDENTIFICATION

MAKE AND MODEL

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

4.4 RETURN/RESTOCKING POLICY

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

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

4.4 TRANSPORTATION AND IDENTIFICATION

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

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

4.5 DELIVERY AND INSTALLATION

Vendors are requested to make deliveries within **thirty (30) business days** after a receipt of a purchase order. If the Vendor is unable to make the above delivery timeframe, please state here the earliest guaranteed delivery time you can offer _____ days. Promptness of delivery may be used as an evaluation factor in the award criteria. **Delivery will be made from Youngsville, NC (city, state).**

Delivery of equipment shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

Vendors are cautioned that excessively long delivery schedules, as determined by this Division, may be cause for non-award. The State expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet contracted delivery schedules shall constitute cause for removal from the contract.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with ATTACHMENT B, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

4.6 INSTALLATION REQUIREMENTS

If installation is required, the following requirements apply:

INSPECTION OF JOB SITE

The Vendor's signature on this solicitation constitutes certification that the Vendor will inspect the job site and will be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the State.

WORK SITE DAMAGES

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the State's satisfaction at the Vendor's sole expense.

SUBCONTRACTORS

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 sub-contractors. The Vendor shall, however, remain fully liable and responsible for the work done by its sub-contractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.6 AUTHORIZED RESELLER

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

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

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

4.7 WARRANTY

Manufacturer's standard warranty shall apply to the extent it exceeds the minimum warranty requirements.

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

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

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

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

Contact information for warranty service provider:

Company Name: Innosonian America LLC

Company Address: 5760 NC 96 Hwy
Youngsville, NC. 27596

Contact Person (name): John Welsh

Contact Person (phone number): 551.227.3100 x405

Contact Person (email): John.Welsh@innosonian.us

4.8 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 to 5:00 pm, 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.

4.9 DESCRIPTIVE LITERATURE

The State reserves the right to require, upon request, complete descriptive literature, specifications, certifications, and all other pertinent data necessary to determine compliance of the item(s) prior to purchase.

4.10 HUB PARTICIPATION

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

4.11 REFERENCES

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

4.12 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.

4.13 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.

4.14 VENDOR'S PUBLISHED CATALOG & 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. 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 uploading in section 5.7 of the Ariba Network Sourcing Tool.

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. 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 Sales Recommended Price (MSRP) Price
- e. UOM
- f. Number of Items (bandages, syringes, vials, etc.) per UOM
- g. Internet link to the product if available

4.15 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.16 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.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

Manufacturer's names used in this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered.

Manufacturer lines represented on the existing contract are Laedral®, Gaumard®, CAE Healthcare®, Simulaids®, Prestan®, and Cardionics®.

A. CATEGORIES

Category 1: Simulators

Including High Fidelity, Mid Fidelity, Low Fidelity, Patient Care, Trainers, Other Procedural Simulators

Category 2: Accessories

Category 3: Physiology Options

Category 4: Learning Applications

Category 5: Training

Including BLS, Education, Consumables, Other Training Materials

Category 6: Support & Maintenance

Category 7: Installation

5.2 AMERICAN HEART ASSOCIATION (AHA) REQUIREMENTS

If applicable, the item must comply with the American Heart Association (AHA) Requirement on Use of Feedback Devices in Adult CPR Training Courses.

5.3 INSTRUCTION MANUALS

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

5.4 TRAINING

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

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.

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: Nicholas Edwards

State Contract Manager: To be determined and documented upon Award.

Note: In the event the State's Contract Administrator or 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

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
Name: Kevin Webb
Address: 5760 96 Hwy, Youngsville, NC. 27596
Email: Kevin.Webb@innosonian.us
Office Phone: 551.227.3231
Mobile Phone: 551.227.3231

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the Contract Lead for Project 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.

6.3 ELECTRONIC PRODUCT CATALOG

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 and installation services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Lead via email at eprocurementdata@its.nc.gov.

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".

- b) 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.
- c) 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 any additional content required by the State; and
 - 5. Limit the line-item catalog content to the Vendor's statewide contract offering
- d) 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.

6.4 CONTINUOUS IMPROVEMENT

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

6.5 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency 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.

6.6 QUARTERLY REPORTS

The awarded Vendor(s) shall provide Quarterly Management Reports to the designated Contract Administrator. This report shall include, at a minimum, information on: Service categories provided broken down by agency (using entity), time period (dates of service), Region/Counties, each individual's title, hours worked and total billing.

These reports should be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word to PCReports@doa.nc.gov and to the STC identified Contract Administrator's e-mail. The Vendor shall submit the Quarterly by the by the 15th of the month following the end of the quarter. The Quarterly Management Report is based on the fiscal year July through June. The delivery schedule is included below:

- a) **By October 15th:** Q1 Quarterly Management Report for July – September
- b) **By January 15th:** Q2 Quarterly Management Report for October – December
- c) **By April 15th:** Q3 Quarterly Management Report for January – March
- d) **By July 15th:** Q4 Quarterly Management Report for April – June

If the Contract start date does not align with the start of a quarter the first Quarterly Management Report will be for the period from the Contract start date to the end of the initial quarter.

6.7 BUSINESS REVIEW MEETINGS

Business Review meetings shall be scheduled semi-annually, Business review 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 MSRP
 - a. Identified Savings Potentials
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. Challenges, Concerns, Solutions
7. Improvement Ideas
8. Requested Contract Changes

6.8 INVOICES

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

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

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

6.9 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.

6.10 PRODUCT RECALL

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

6.11 PRICE ADJUSTMENTS

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

Percentage discounts modifications for any item(s) shall be submitted in writing to the Contract Administrator. Such requests shall include the reason(s) for the request and contain supporting documentation of the need based off the product/equipment documentation from the manufacturer. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be invoiced at the Contract pricing in effect on the date an order is placed. Invoicing that fails to comport with this provision will subject the Contract to cancellation.

6.12 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 users. Upon approval of the sales promotions by the Contract Manager, the Vendor may offer the sales promotion to the State.

6.13 ORDER CHANNEL AND PAYMENT METHOD

The State expects the vast majority of orders to be submitted electronically through the State's E-Procurement System. However, the State recognizes that orders may be placed at times through alternate channels such as by phone, through email, or in person and that orders may also utilize at times a procurement card (State credit card) as a method of payment. Regardless of the order channel or payment method, the State shall receive contract pricing when purchasing contract items from the Vendor.

In order to be considered for award, the Vendor must accept Procurement/Purchasing Cards, if it accepts credit cards as a payment method from other customers.

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 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool.

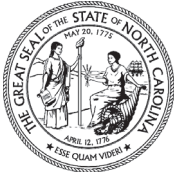
The remainder of this page is intentionally left blank

ATTACHMENT A: PRICING

For each Manufacturer, the Vendor must enter the most current manufacturer's published MSRP price list or catalog and publication date, as well as the percentage discount offered for each referenced product category being offered. A Vendor may copy and submit pages if they are offering multiple manufacturers.

Manufacturer: Innosonian America LLC

Item	CatalogID/Price List Name	CatalogID/Price List Name Date	MSRP % Discount
Simulator			
High Fidelity			
Mid Fidelity			
Low Fidelity			
Patient Care			
Trainers			
Other Procedural Simulators			
Accessories			
Physiology Options			
Learning Applications			
Training			
BLS	Section 5.7 Innosonian Catalog 02102023	02/10/2023	-Baby Manikins 10% -Adult/Junior Manikins 20% -Accessories/Consumables & Service Parts 20%
Education			
Consumables			
Other Training Materials			
Support & Maintenance			
Installation			
Orders Exceeding \$100,000.00			
Orders Exceeding \$250,000.00			



ATTACHMENT D: HUB Supplemental Vendor Information

DPC-542760739-NE

Solicitation #: _____

Innosonian America LLC

Vendor Name: _____

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? ☐ Yes ☒ No

If **yes**, provide Vendor #: _____

If **no**, does Vendor qualify for certification as HUB? ☐ Yes ☒ No

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? ☒ Yes ☐ No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price
Code Blue Resources	1743 S. Main St	https://codebluereso	Carla Baker	carla@codeblueresources.	919.443.2355	No	90%

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ **Yes** ☒ **No**

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov



ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

DPC-542760739-NE

Solicitation #: _____

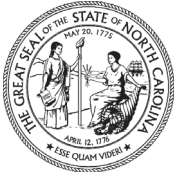
Vendor Name: Innosonian America LLC

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	Healthstream
Customer Reference Name:	Luther Cale
Customer Reference Address:	500 11th Ave North, Suite 100, Nashville, TN. 37203
Customer Reference Email:	Luther.Cale@healthstream.com
Start Date:	8/2018
End Date:	Current
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	7 year contract to supply hardware, software and repair services to their end users. Approximately 50% of the U.S. hospital market. Delivered approximately 6,000 manikins during the term of the contract.

Name of Customer Organization:	Code Blue Resources
Customer Reference Name:	Carla Baker
Customer Reference Address:	1743 Main St. Suite 202, Wake Forest, NC. 27587
Customer Reference Email:	carla@codeblueresources.com
Start Date:	3/2021
End Date:	Present
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Brayden CPR manikin, software and related services. Delivered approximately 80 manikins since the inception of the contract.

Name of Customer Organization:	V.E. Ralph and Sons
Customer Reference Name:	Mike Maddaloni
Customer Reference Address:	320 Schuyler Ave, Kearny, NJ. 07032
Customer Reference Email:	MMaddaloni@VERalph.com
Start Date:	3/2021
End Date:	Present
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Brayden CPR manikin, software and related services. Delivered approximately 50 manikins since the inception of the contract.



ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

DPC-542760739-NE

Solicitation #: _____

Vendor Name: Innosonian America LLC

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? ☒ YES ☐ NO

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

Seoul, ROK

- b) Specify the manner in which the resources or workers will be utilized:

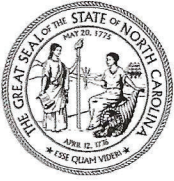
Manufacturing facility is located in Seoul, ROK.

2. Where within the United States will work be performed?

Youngsville, NC

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.



ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: DPC-542760739-NE

Vendor Name: Innosonian America LLC

The undersigned hereby certifies that: [check all applicable boxes]

- ☒ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: Not Required (If no audit within past 18 months, explain reason below.)

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

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

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

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

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

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

	<u>Feb. 1st 2023</u>
Signature	Date
Scott Spearn	Senior Vice President
Printed Name	Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

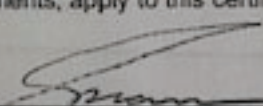
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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



Signature of Vendor's Authorized Official
Scott Spearn, Senior Vice President

Name and Title of Vendor's Authorized Official

Feb. 1 / 2023
Date



SOLCITATION ADDENDUM #1

Issuing Agency:	DOA - Division of Purchase and Contract
Solicitation Number:	DPC-542760739-NE
Solicitation Description:	Manikins, Accessories and Services
Solicitation Opening Date and Time:	February 6, 2023 at 2:00pm ET
Addendum Number:	1
Addendum Date:	January 31, 2023
Purchasing Agent:	Nick Edwards

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR RESPONSE TO REJECTION.

1. The Solicitation is hereby modified as follows:

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
1	4.5 Second Paragraph	Delivery of equipment shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.	If required, delivery of equipment shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.
2	Section 4.8	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 to 5:00 pm, 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.	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 to 5:00 pm, Monday through Friday, except State recognized holidays. The State shall have the option to accept the maintenance coverage in this paragraph at the price offered.

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3	4.17	N/A New Section	The minimum order amount, qualifying for prepaid transportation, is \$50.00 for any single order. State entities for which this Contract is mandatory shall be required to use the contract for orders less than the minimum order amount. However, in such cases the order will be shipped prepaid and actual transportation charges may be added to the invoice as a separate line item. The transportation costs charged for orders below the minimum order amount should be commensurate with or less than shipping charges of major small package shippers such as the US Postal Service. No surcharge or handling charge shall be added or assessed for such orders. Vendor must provide an estimated shipping amount to the Buyer upon request.
4	6.6 First Paragraph	The awarded Vendor(s) shall provide Quarterly Management Reports to the designated Contract Administrator. This report shall include, at a minimum, information on: Service categories provided broken down by agency (using entity), time period (dates of service), Region/Counties, each individual's title, hours worked and total billing.	The awarded Vendor(s) shall provide Quarterly Management Reports and other ad hoc reports to the designated Contract Administrator. This report shall include, at a minimum, information on: items purchased, manufacturer product description, purchased quantities, List Price, price paid, manufacturer name, unit of measure, any additional delivery charges such as specialty packaging or overnight delivery, ordering entity, delivery location, order date, and shipment date
5	6.11	Prices proposed by the Vendor shall be firm against any increases for one (1) year from the effective date of the Contract. Percentage discounts modifications for any item(s) shall be submitted in writing to the Contract Administrator. Such requests shall include the reason(s) for the request and contain supporting documentation of the need based off the product/equipment documentation from the manufacturer. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time. It is understood and agreed that orders will be invoiced at the Contract pricing in effect on the date an order is placed. Invoicing that fails to comport with this provision will subject the Contract to cancellation.	Percentage discounts proposed by the Vendor shall be firm against any decrease for one (1) year from the effective date of the Contract. Percentage discount change requests shall be submitted in writing to the Contract Administrator, which shall include the reason(s) for the request and contain supporting documentation for the need. Percentage discount decreases will be negotiated and agreed to by both the State and Vendor in advance of any changes 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. It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

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2. The following are questions received about the Solicitation and the State's response to those questions:

Question #	Document Section	Vendor Question	State's Response
1	Section 6.6	We are unsure about the type of information this report states it should include. Pulling this type of data is not really applicable to our products. The prior IFB had the report based on goods sold (ie. item purchased, product description, qty, price, etc.). This IFB seems to request only service-related detailed information- nothing to do with products). Is this correct?	Please see revisions to Section 6.6 in Section 1 modification 3.
2	General	In the past, manufacturers were allowed to respond and name their NC distributors. Can this still be done or should each distributor respond individually?	Both manufacturers and distributors can submit bids, award(s) will be made in accordance with Section 3.1. An awarded Vendor may utilize approved, Authorized Dealers, to participate as alternate distribution sources for Vendor. Authorized Dealers may be added or removed at any time during the contract term at the discretion of the Vendor and the State. 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.
3	Attachment A	Can the column called "item" be modified to match our product offerings? Ex can we remove "Mid Fidelity" and replace with one of our own categories	If the Manufacturer has additional product categories within the scope of this solicitation those categories and discount amount can be added. The State, at its sole discretion, will determine if these categories are included in any award.
4	Section 4.6	One of our products offerings occasionally requires a subcontractor, since this is not required for all of our products and we do not know who the sub will be for said project can we simply state in our submission that "subcontractors may be utilized on occasion"?	Yes, however use of subcontractor would still require prior approval.
5	Section 4.1	Redline/Adjust language to read as follows (any added language denoted in red ; proposed deleted language as ~~strikethrough~~): Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, ~~including all applicable charges for shipping, delivery, handling, administrative and other similar fees.~~ All applicable charges for shipping and delivery will be quoted and invoiced as a separate line item on the applicable quote and invoice.	Section 4.1 Pricing will not be altered, however per Section 1 modification 3 of this addenda Section 4.17 Minimum Order has been added.

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Question #	Document Section	Vendor Question	State's Response
6	Section 4.5 Second paragraph	Note: <i>Not all products require installation; installation is quoted and bidden as a separate line item, should the customer decide to purchase this service.</i> Redline/Adjust language to read as follows (any added language denoted in red; proposed deleted language as ~~striketrough~~): Delivery of equipment shall not be considered to have occurred until ~~installation~~ delivery to the customer site has been completed. If applicable, and if installation is purchased, Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.	Please see revisions to Section 4.5 in Section 1 modification 1.
7	Section 4.6	Redline/Adjust language to read as follows (any added language denoted in red; proposed deleted language as ~~striketrough~~): If installation is required and purchased, the following requirements apply:	Section 4.1 Pricing will not be altered, installation would only be required when included as part of an order.
8	Section 4.8	Redline/Adjust language to read as follows (any added language denoted in red; proposed deleted language as ~~striketrough~~): 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 to 5:00 pm, 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.	Please see revisions to Section 4.8 in Section 1 modification 2.

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Question #	Document Section	Vendor Question	State's Response
9	Section 6.6	Redline/Adjust language to read as follows (any added language denoted in red ; proposed deleted language as ~~strikethrough~~): The awarded Vendor(s) shall provide Quarterly Management Reports to the designated Contract Administrator. This report shall include, at a minimum, information on: ~~Service categories provided broken down by agency (using entity), time period (dates of service), Region/Countries, each individual's title, hours worked and total billing~~ items purchased, manufacturer product description, purchased quantities, List Price, price paid, manufacturer name, unit of measure, any additional delivery charges such as specialty packaging or overnight delivery, ordering entity, delivery location, order date, and shipment date.	See response to question 1.
10	Section 6.11	We have a question on Price Changes – Discounts off MSRP will be held for the life of the contract but when manufacture MSRP changes will new price files be accepted?	Yes, price files based on a new MSRP being released will be accepted with appropriate documentation. Please see revisions to Section 6.11 in Section 1 modification 5.

Check **ONLY ONE** of the following options and return one properly executed copy of this Addendum prior to the Solicitation opening time and date.

- ☐ A response was submitted prior to this Addendum. An updated response has been submitted to address the changes resulting from this Addendum.
- ☐ A response was submitted prior to this Addendum. **NO CHANGES** have resulted from this Addendum.
- ☒ A response was **not** submitted prior to this Addendum. **ANY CHANGES** resulting from this Addendum are included in our response.

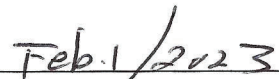
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME



 Authorized Signature

 Scott Spearn

 Printed Name



 Date

 Senior Vice President

 Title