ProCare Medical

healthcare solutions[2]

Title Page

ProCare Medical Company
759 Flory Mill Road
Lancaster, PA 17601
Phone: 717-945-1805
Toll Free: 855-528-0421
Authorized representative: Joseph Chesnutt

IFB#: 201901209
RESUBMISSION

STATE OF NORTH CAROLINA

Division of Purchase and Contract

Invitation for Bid #: 201901209

Durable Medical Equipment

Date Issued: December 5, 2019

Bid Opening Date: January 7, 2020

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Grant F. Braley
State Procurement Manager
Email: grant.braley@doa.nc.gov
Phone: (919) 807-4519

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer *ALL* Inquiries regarding this IFB to: Grant F. Braley State Procurement Manager Email: grant.braley@doa.nc.gov Phone: (919) 807-4519	**Invitation for Bids # 201901209**
	Bids will be publicly opened: January 7, 2020
	Contract Type: Statewide Term Contract (STC 475B)
	Commodity No. & Description: 475-00 Hospital, Surgical & Related Medical Accessories
	Using Agency: * PURCHASE AND CONTRACT *****

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for 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.

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

COMPLETE/FORMAL NAME OF VENDOR: ProCare Medical Company			
STREET ADDRESS: 759 Flory Mill Road		P.O. BOX:	ZIP:
CITY & STATE & ZIP: Lancaster, PA 17601		TELEPHONE NUMBER: 717-945-1805	TOLL FREE TEL. NO: 855-528-0421
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Joe Chesnutt Account Manager		FAX NUMBER: 877-528-0421	
VENDOR'S AUTHORIZED SIGNATURE:	**DATE:** 01/29/2020	E-MAIL: joe@procare-medical.com	

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

ACCEPTANCE OF BID

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this 21st day of April, 20 20, as indicated on the attached certification, by _____

(Authorized Representative of the Division of Purchase and Contract).

Table of Contents

1.0 PURPOSE AND BACKGROUND 29

1.1 OVERVIEW 29
1.2 REGIONS 29

2.0 GENERAL INFORMATION 29

2.1 INVITATION FOR BIDS DOCUMENT 29
2.2 E-PROCUREMENT SOLICITATION 29
2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS 30
2.4 IFB SCHEDULE 30
2.5 BID QUESTIONS 30
2.6 BID SUBMITTAL 31
2.7 ALTERNATE BIDS 31
2.8 BID CONTENTS 32
2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS 32

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS 33

3.1 METHOD OF AWARD 33
3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION 33
3.3 BID EVALUATION PROCESS 34
3.4 PERFORMANCE OUTSIDE THE UNITED STATES 34
3.5 INTERPRETATION OF TERMS AND PHRASES 35

4.0 REQUIREMENTS 35

4.1 CONTRACT TERM 35
4.2 CONTRACT VALUE & QUANTITIES 35
4.3 PRICING 35
4.4 DESCRIPTIVE LITERATURE AND PRICE LISTS 36
4.5 TRANSPORTATION AND IDENTIFICATION 36
4.6 DELIVERY & INSTALLATION 36
4.6.1 DELIVERY FOR STANDARD PRODUCTS 36
4.6.2 DELIVERY FOR CUSTOM ORDERS 37
4.6.3 STANDARD INSTALLATION 37
4.6.4 CUSTOM INSTALLATION 37
4.7 IDENTIFICATION 37
4.8 WARRANTY 38
4.9 MAINTENANCE OPTION 38
4.10 REFERENCES 39
4.11 QUALITY ACCEPTANCE INSPECTION 39
4.12 AUTHORIZED RESELLER 39
4.13 FINANCIAL STABILITY 39

5.0 PRODUCT SPECIFICATIONS 39

5.1 GENERAL SPECIFICATIONS 39
5.2 APPLICABLE STANDARDS 39
5.3 SERVICES 40
5.4 VENDOR REPAIR SERVICES 40
5.5 WHEELCHAIR SERVICE/CONSULTATION 40
5.6 DEVIATIONS 41
5.7 VENDOR'S REPRESENTATIONS 42

6.0 CONTRACT ADMINISTRATION 42

6.1 ACCOUNT MANAGER AND CUSTOMER SERVICE 42
6.2 DISPUTE RESOLUTION 42
6.3 ORDER CHANNEL AND PAYMENT METHOD 43
6.4 CONTINUOUS IMPROVEMENT 43
6.5 HAZARDOUS SUBSTANCE AND/OR OIL SPILLS 43
6.6 QUARTERLY REPORTS 44
6.7 SALES PROMOTIONS 44
6.8 PERIODIC MANAGEMENT REVIEW MEETINGS 44
6.9 PRODUCT RECALL 44
6.10 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS 44
6.11 CONTRACT CHANGES 45
6.12 PRICE ADJUSTMENTS 45
6.13 TAXES 45

ATTACHMENT A: PRICING SUBMITTAL WORKBOOK 46

ATTACHMENT B: INSTRUCTIONS TO VENDORS 47

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS 50

ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION 54

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR 55

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION 56

ATTACHMENT G: SUPPLIER INFORMATION 57

1.0 PURPOSE AND BACKGROUND

1.1 OVERVIEW

The State through the Department of Administration (DOA) Division of Purchase and Contract (P&C) is seeking Vendors for a Statewide Term Contract to supply the State's requirements for **Durable Medical Equipment** throughout the State of North Carolina. The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors that will offer a savings to the State and that 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, and by State higher education institutions (except for the North Carolina Department of Health and Human Services (DHHS), Division of Vocational Rehabilitation Services (DVRS) and 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.

1.2 REGIONS

The State will be divided up into **fourteen (14) regions** to allow maximum coverage and lower delivery costs.

Region I:	Camden, Currituck, Dare, Gates, Pasquotank, Perquimans, Bertie, Hertford, Northampton, Chowan, Hyde, Martin, Tyrrell, Washington
Region II:	Beaufort, Pitt, Carteret, Craven, Pamlico, Greene, Jones, Lenoir
Region III:	Onslow, Pender, Duplin, Sampson, Brunswick, New Hanover
Region IV:	Edgecombe, Halifax, Nash, Wilson, Johnston, Wayne
Region V:	Wake, Durham, Granville, Person, Franklin, Vance, Warren
Region VI:	Robeson, Cumberland, Harnett, Bladen, Columbus
Region VII:	Alamance, Orange, Guilford, Caswell, Rockingham
Region VIII:	Chatham, Randolph, Hoke, Lee, Moore, Montgomery, Richmond, Scotland
Region IX:	Davidson, Rowan, Davie, Forsyth, Stokes
Region X:	Cabarrus, Stanly, Mecklenburg, Anson, Union
Region XI:	Alleghany, Surry, Yadkin, Avery, Caldwell, Watauga, Ashe, Wilkes
Region XII:	Alexander, Catawba, Cleveland, Gaston, Iredell, Lincoln
Region XIII:	Burke, McDowell, Mitchell, Rutherford, Buncombe, Madison, Yancey
Region XIV:	Henderson, Polk, Transylvania, Haywood, Jackson, Swain, Cherokee, Clay, Graham, Macon

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See paragraph #17 of ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS.

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.5. BID QUESTIONS. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. *Vendor's bid shall constitute a firm offer.* **By execution and delivery of a bid in response to this IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	December 5, 2019
Submit Written Questions	Vendor	December 18, 2019– 5:00 PM ET
Provide Responses to Questions	State	December 20, 2019– 5:00 PM ET
Submit Bids	Vendor	January 7, 2020– 2:00 PM ET
Contract Award	State	January 17, 2020
Contract Effective Date	State	February 1, 2020

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to grant.braley@doa.nc.gov by the date and time specified above. Vendors should enter **"IFB # 201901209: Questions"** as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, US Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its bid has been submitted to this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

If applicable to this IFB, sealed bids, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein. Vendors shall deliver to the address identified in the table above: one **(1) paper** and one **(1) electronic copy** (un-redacted) of its executed bid on CD, DVD or flash drive, and, if required for confidentiality, one (1) redacted copy of your bid (with all marked proprietary and confidential Information Redacted) on a separate CD, DVD or flash drive. Clearly mark on the electronic media whether it contains a redacted or unredacted copy.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table, above. File contents **shall NOT** be password-protected but, shall be in .PDF or XLS format, and shall be capable of being copied to other sources. Bids shall be marked on the outside of the sealed envelope with the Vendor's name, IFB number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

MAILING ADDRESS FOR DELIVERY OF BID VIA US POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
BID NO. 201901209 *NC DEPARTMENT OF ADMINISTRATION* *DIVISION OF PURCHASE AND CONTRACT* *ATTN: GRANT F. BRALEY* *1305 MAIL SERVICE CENTER* *RALEIGH NC 27699-1305*	*BID NO. 201901209* *NC DEPARTMENT OF ADMINISTRATION* *DIVISION OF PURCHASE AND CONTRACT* *ATTN: GRANT F. BRALEY* *116 WEST JONES STREET Room 4062 4th Floor* *RALEIGH NC 27603-8002*

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

2.7 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: **"Alternate Bid # 201901209 for (*name of Vendor*)".** Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

2.8 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

a) Title Page: Include the complete company name, address, phone number and authorized representative along with the IFB Number.
b) Completed and signed version of EXECUTION PAGE, along with the body of the IFB, and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
c) Completed version of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK
d) ATTACHMENT B: INSTRUCTIONS TO VENDORS
e) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
f) Completed version of ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION
g) Completed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
h) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
i) Completed and signed version of ATTACHMENT G: SUPPLIER INFORMATION

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a. **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
b. **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
c. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
d. **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
e. **CONTRACT LEAD:** Representative of the Division of Purchase and Contract identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State, and is the individual who will administer The Contract for the State.
f. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
g. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
h. **IFB:** Invitation for Bids.
i. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
j. **OTHER ELIGIBLE ENTITIES:** Entities, other than State Agencies, that are authorized to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Non-profit corporations operating charitable hospitals; Local non-profit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services; Private non-profit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities; Private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; Public school units; Volunteer fire departments, rescue squads.
k. **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
l. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
m. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

n. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Cultural and Natural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of the State Auditor, Office of the State Controller.

o. **STATEWIDE TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities needed across the state for use by multiple entities.

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

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

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded on the basis of merit and qualifications and in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of race, color, national origin, ethnicity, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, or gender identity or expression.

While the intent of this IFB is to award a Contract to multiple Vendor(s) per category and by region, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of the goods or services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so. **A Vendor may bid on one (1) or more regions. Vendor may bid on one (1) or more Product Categories/Manufacturers but MUST provide all items within each category.**

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration. The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.

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

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

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

c) At the date and time specified as the bid opening, the package containing the bids from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and its components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

e) Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Any specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

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

g) 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.

h) Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

a) Total cost to the State

b) Level of quality provided by the Vendor

c) Process and performance capability across multiple jurisdictions

d) Protection of the State's information and intellectual property

e) Availability of pertinent skills

f) Ability to understand the State's business requirements and internal operational culture

g) Particular risk factors such as the security of the State's information technology

h) Relations with citizens and employees

i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the date the Contract is executed by the State (the "Effective Date"). At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for **up to a total of two (2) additional one-year terms**. The State will give the Vendor written notice of its intent whether to exercise each option no later than **90 days** before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 CONTRACT VALUE & QUANTITIES

The total potential purchases under this Contract by mandatory and non-mandatory entities are not currently available for the initial three-year Contract term. No maximum or minimum quantities are guaranteed. The State shall not be obligated to purchase in excess of its normal requirements.

4.3 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. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING SUBMITTAL WORKBOOK and include in Bid.

For Stair Lifts, Ceiling Lifts, Porch/Platform Lifts and Door Openers (auto door strikes, etc.), contract bid price includes standard delivery and standard installation. Any extraneous home modifications or site-preparations associated with equipment installation that go beyond a "standard installation" will be quoted separately per usual and customary charges for labor and materials. These additional installation costs must be approved per the authorizing case manager according to the terms and conditions and engineering specifications that are associated with the particular needs of the project. The State reserves the right to bid outside the contract for site preparations that are required beyond the "standard installation" if scope of work warrants and is deemed advantageous.

4.4 DESCRIPTIVE LITERATURE AND PRICE LISTS

Each Vendor **shall** submit with the bid the manufacturer's price list(s) which cover all models and/or styles offered herein. Altered, or unpublished, price lists may subject your bid to rejection. Vendors are hereby advised that literature, questionnaires, and other data submitted in response to a previous IFB will not suffice for the above requirement nor for any other herein for information. 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.

Bid prices will be based on a percentage discount off the current manufacturer's suggested retail price list (MSRP). Vendor shall provide a single discount for each category, as follows: (a) a single discount for all powered wheelchairs and accessories, (b) a single discount for all manual wheelchairs, patient wheeled chairs, shower chairs and accessories, (c) a single discount for replacement parts, (d) a single discount for scooters, (e) a single discount for seating and positioning products and accessories, (f) a single discount for stair lifts and accessories, (g) a single discount for porch/platform lifts, (h) a single discount for ceiling lifts and accessories, (i) a single discount for hospital beds and accessories, (j) a single discount for mattresses (see pricing information section for specific detail). All discounts offered in response to this IFB shall be applied to these MSRPs.

The Manufacturers' Price Lists that are listed on this bid will be the only approved, dated price lists that will be used to price the products for this contract. Any price list changes will be made by amendment to the awarded contract and updated. Any unapproved price lists or prices charged by the Vendor will result in refunds to the State and may also result in Vendor's removal from the contract.

4.5 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver **Free-On-Board (FOB) Destination** to any requested location within the State of North Carolina with all transportation costs included in the total bid price. **Any usual and customary charges, such as out-of-state or external freight charges that may be applicable for any items listed in this contract should be incorporated into the final bid price.** Freight forwarding charges or inbound shipping charges incurred by a vendor from manufacturers are not applicable and cannot be passed on to the Agency.

In instances where the Vendor makes partial shipments of an order to one destination which is equal to, or greater than, the minimum order, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.6 DELIVERY & INSTALLATION

Successful Vendor(s) must complete delivery within fourteen (14) consecutive calendar days for standard products and within thirty (30) consecutive calendar days for custom orders. See below for definitions and additional delivery details.

4.6.1 DELIVERY FOR STANDARD PRODUCTS

Complete delivery within 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 Lancaster, PA (city, state) within 14 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.

4.6.2 DELIVERY FOR CUSTOM ORDERS

Complete delivery within 30 consecutive calendar days after receipt of purchase order. CUSTOM ORDERS are defined as products or accessories that require custom modifications. For example: To build a custom wheelchair that has features or accessories to accommodate a client with special height, length and width requirements such as (custom back height, seat width, head and leg supports, molded cushions).

Custom Delivery will be made from N/A (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, and label it "4.6 Delivery Response Continued". NO additional upcharges are to be submitted to the Agency for Custom Delivery.

4.6.3 STANDARD INSTALLATION

Standard installation is to be FREE and included for all items except as noted in CUSTOM INSTALLATION. Equipment is delivered already assembled, set-up and/or secured in place and is ready to operate with no additional modifications to the equipment itself or the site.

4.6.4 CUSTOM INSTALLATION

This is only applicable to the installation for Lift Systems (Porch/Platform Lifts, Stair Lifts, Ceiling Lifts) and Door Openers. It is recognized that additional site prep work may be necessary for turnkey and successful installation of these items. Additional USUAL AND CUSTOMARY CHARGES related to an installation are to be quoted beforehand to the local office, approved by the authorizing case manager and billed separately on the final invoice.

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.

Delivery shall not be considered to have occurred until installation set-up 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.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with ATTACHMENT C, 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.

If circumstances beyond the control of the Vendor result in a late delivery, it is the responsibility and obligation of the Vendor to make the details known immediately to the Contract Specialist.

4.7 IDENTIFICATION

The purchase order number, when an order is placed using a purchase order, shall be shown on all 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 shipping manifests. Vendors shall not ship any products until they have received an order.

4.8 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 and agrees to replace defective items within ten (10) calendar days of notification by the Agency. Replacements, adjustments a corrective measures are to be at no charge to the State. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation 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. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion 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.

Is the Vendor 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: ProCare Medical Company

Company Address: 759 Flory Mill Road, Lancaster PA 17601

Contact Person (name): Joel Goodman

Contact Person (phone number): 855-528-0421

Contact Person (email): joel@procare-medical.com

4.9 MAINTENANCE OPTION

Following expiration of the above warranty, Vendor, or third-party service provider listed above, must abide by the following servicing terms regarding post warranty work:

SERVICE CHARGES FOR OUT OF WARRANTY EQUIPMENT and/or GENERAL SERVICING/MAINTENANCE
$ 89.00 Per Labor/Hour at Vendor or Dealer Facility
$ 89.00 Per Labor/Hour for any technician travel (on-the-road time and not providing a service)
$ 89.00 Per Labor/Hour Onsite at Client's / End User's Location
Mileage noted separately on the invoice: Current Standard IRS rate at the time of service.

4.10 REFERENCES

The State reserves the right to require, upon its request, a list of users of the exact items being provided to the State. The State may contact the references.

4.11 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.

4.12 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 with its bid response a signed statement from the manufacturer confirming authorization. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

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

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

4.13 FINANCIAL STABILITY

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.

5.0 PRODUCT SPECIFICATIONS

5.1 GENERAL SPECIFICATIONS

Manufacturer(s) name and product descriptions used in this solicitation are product specific. The items offered in response to this solicitation shall be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

5.2 APPLICABLE STANDARDS

The manufacturer's products bid to the state and delivered under this contract shall be in compliance with, but not limited to, the standards and guidelines of the following organizations:

a) American National Standards Institute/RESNA. Wheelchair standards: part 00 - nomenclature terms and definitions. ANSI/RESNA WCOO.

b) American Academy of Pediatrics. School bus transportation of children with special needs [policy statement]. Committee on Injury and Poison Prevention. RE9401. *Pediatrics* 1994 Jan;93(I):129-30.

c) Canadian Standards Association. Wheelchairs - nomenclature, terms, and definitions [standard]. CAN/CSA-Z323.4.1-86. 1986.

d) Office of Technology Assessment. Market for wheelchairs: innovations and federal policy. NTIS PB85-145944.1984.

e) RESNA (Rehabilitation Engineering Society of North America)/ANSI. Wheelchair standards: part 00 nomenclature terms and definitions

5.3 SERVICES

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) are 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 a factory authorized dealer and authorized to repair, service and sale the manufacturers' brands of equipment that were awarded through this contract. The Vendor shall furnish a manufacturer's letter of support as an authorized dealer, if requested by the agency.

c) Once the Vendor receives notification by the end user or agency representative, the Vendor shall respond 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) The warranted repair work shall be completed within 3-7 calendar days from the end user's service request. The repair provider in such a service request shall not void the manufacturer's warranty in any way. Vendor shall provide the end user with a written estimate of the time to complete repair work.

e) Repairs to equipment still under warranty are not reimbursable under the contract and will included parts, labor, and travel. If the equipment cannot be repaired within 3-7 calendar days after notification, similar or exact equipment must be provided to the client until original equipment can be repaired. **For wheelchairs and scooters, the Vendor must provide a suitable comparable loaner that will temporarily accommodate the disabilities. The agency's authorizing case manager must approve the loaner as suitable for the client / end user.**

f) Warranty work is to be completed at no cost and billable hours cannot exceed 48 hours over a period of 3-7 days.

5.4 VENDOR REPAIR SERVICES

a) The Vendor shall respond via telephone to an end user's repair request(s) **within 48 hours** from the time that the end user has called in a repair request. The Vendor shall respond within this time frame with a plan of action and or scheduled date to address the repair issue at the end user's site, if necessary.

b) The 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. The repairs provided in such a service request shall not void the manufacturer's warranty in any way.

c) When the repair period exceeds the 7 days allowance the Vendor will provide a suitable loaner equipment that will temporarily accommodate the client's disabilities. The agency's representative will approve the loaner as suitable for the client.

5.5 WHEELCHAIR SERVICE/CONSULTATION

a) Consultation:

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

b) Evaluation Team Participation:

- As required by each agency making use of this contract. A thorough seating assessment to be completed on each client by an evaluation team consisting of the Vendor, a Physical and /or Occupational Therapist, an Adaptive Equipment Specialist (may be the Vendor or Vendor's representative, if applicable), and a direct care representative from the agency sponsoring the purchase of the equipment. The evaluation team will 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 specified as a result of the evaluation. Each recommendation will be reviewed by the PT/OT Director and/or the direct care representative from the sponsoring agency 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 sub-contract 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 agencies. 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 should it be called for and pressure mapping. This may be sub-contracted, as long as ATS/ATP participates in the process.
- The Vendor shall have a full-time Maintenance Technician that is qualified to work on all equipment bid and will maintain common repair parts in stock.
- The number of seating assessments/evaluations may vary per agency and per visit. More clients may be seen per visit if evaluations are not for entire new systems, but rather for modification to current wheelchairs. As new systems come in, the number of evaluations may decrease to allow time for fittings and delivery of new equipment.

5.6 DEVIATIONS

The nature of all deviations from the Specifications and Requirements 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 and Requirements, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the General Contract Terms and Conditions in this section.

5.7 VENDOR'S REPRESENTATIONS

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

b) If any goods, services, functions, or responsibilities not specifically described in the Contract are required for Vendor's proper performance, provision and delivery of the goods and services under the Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.

c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of the Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

6.0 CONTRACT ADMINISTRATION

6.1 ACCOUNT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State an account manager(s). The account manager shall be the State's point of contact for contract related issues and other matters which need to be escalated above customer service representatives. The account manager shall be available 8:00 AM to 6:00 PM ET on State business days. If the account manager is out of the office, for any reason, the account manager shall designate an alternate point of contact.

The Vendor shall establish unique customer identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require multiple customer identification numbers. Describe project start-up or the ramp up process that would be necessary if your company was awarded the contract.

6.2 DISPUTE RESOLUTION

The parties agree that it is in its mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the period the Parties are attempting to resolve any dispute, each shall proceed diligently to perform its respective duties and responsibilities under The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 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.

It is understood and agreed that orders will be shipped at the established contract price in effect on **date orders are delivered**. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoicing at variance with this provision will subject the contract to cancellation.

Invoices must include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices.

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

At a Buyer's request, the Vendor shall provide Consolidated Invoicing. A Buyer may request the Consolidated Invoice including a summary of orders in addition to detailed line item information. Consolidated Invoices are to be provided on a cycle and format determined by the Authorized User. In addition to the fields listed above for a standard invoice, Consolidated Invoices are required to include the following data elements:

- Order Dates for Each Order, Agency's Order Number for Each Order, and Extended Costs Separated by Order Dates.

If a Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.5 HAZARDOUS SUBSTANCE AND/OR OIL SPILLS

Vendors hired by the end user shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Vendor or their agent. This responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to the end user. While on end user premises, the Vendor shall comply with all local, State and Federal requirement for the proper handling of hazardous substances and/or oil.

For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which when discharged in any quantity may present an imminent and substantial danger to the public health, welfare AND/OR environment. Oil shall be defined as any oil of any kind and in any form, including but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances. In addition, the Vendor agrees to indemnify and hold the end user harmless against all claims, liabilities and costs, including attorney's fees, incurred in the defense of any claim brought against the end user resulting from such as spill.

6.6 QUARTERLY REPORTS

The Vendor shall provide Quarterly Management Reports to the designated Contract Lead and other ad hoc reports to the designated Contract Lead and/or Buyers. The Quarterly Management Report shall include, at a minimum, information on: items purchased, manufacturer product description, purchased quantities, List Price, price paid, manufacturer name, unit of measure, any additional delivery charges such as specialty packaging or overnight delivery, ordering entity, delivery location, order date, and shipment date for consumables and delivery date for non-routine consumables and submitted to the following e-mail address (PCReports@doa.nc.gov) and copy the Contract Specialist. Vendor shall include all issues identified by the Vendor related to Vendor performance or to the State's usage of the Contract.

Each report shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Word. Vendor shall submit the Quarterly Management Reports by the 15th of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

- **By October 15th**: Q1 Quarterly Management Report for July – September
- **By January 15th**: Q2 Quarterly Management Report for October – December
- **By April 15th**: Q3 Quarterly Management Report for January – March
- **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 initial quarter. Timely submission of all reports shall be a material term of this contract and failure to do so shall constitute a default. Additional related sales information and/or details on user purchases may be required by the State and must be supplied within 30 days upon request. A template for any such report may be provided by the State at its discretion.

6.7 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.

6.8 PERIODIC MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall meet periodically with the State for Management Review meetings. The purpose of these meetings will be to review the quarterly management reports, discuss Vendor performance, address issues, review sales data, review continuous improvement ideas, and discuss any other pertinent topics. These meetings will occur at a time and place approved by the State.

6.9 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.

6.10 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

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

The 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.

6.11 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.

6.12 PRICE ADJUSTMENTS

Prices bid by the Vendor shall be held constant for a period of **180 days after contract award**.

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

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation.

6.13 TAXES

No taxes shall be included in any bid prices.

Attachments to this IFB begin on the next page.

ATTACHMENT A: PRICING SUBMITTAL WORKBOOK

Bid prices shall be based on a percentage discount off the current manufacturer's suggested retail price list (MSRP). For example, a single discount for power wheelchairs, a single discount for all manual wheelchairs and shower chairs, a single discount for scooters and a single discount for seating & positioning products, etc. A space has been provided for a single discount under each category heading for each manufacturer's product lines. The Vendor shall enter the region(s) it plans to submit a response, i.e. **Vendor A submits a bid for 21st Century Scientific for Regions I, V-VIII and XIV.**

Manufacturers Bidding Direct

If a manufacturer is bidding direct, that manufacturer should provide:

1) The current price list as a baseline, a single percentage discount off the current manufacturer's suggested retail price list (MSRP), for each category listed for products and/or accessories and the State of North Carolina net pricing. The pricing shall be per item and include all items covered by this IFB.

2) A list of manufacturer's authorized dealers to sale and service the State agencies. The list is to include the dealer name, mailing address, telephone and fax numbers, and the name of a contact person who will help to administer this contract. This dealer list should be submitted with the bid document.

Dealer representing a Manufacturer

1) A manufacturer should provide the same current manufacturer's suggested retail price list (MSRP) and pricing structure to each and every dealer/vendor. Therefore, all vendors bidding that manufacturer's list will be utilizing the same basis.

2) Each dealer representing a Manufacturer must bid a single percentage discount off the current manufacturer's suggested retail price list (MSRP), for each category listed for products and/or accessories.

ATTACHMENT A: PRCICING SUBMITTAL WORKBOOK **can be accessed by clicking on the underlined link to the left.**

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ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

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

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

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

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

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

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

9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA**: As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of the Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law.

10. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

    - All copies of the bid are printed double sided.
    - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
    - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
    - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

2. Check **ONLY** one of the following categories and return one properly executed copy of this addendum **prior** to bid opening time and date.

☒ Bid has already been submitted. Changes resulting from this addendum are as follows:

☐ Bid has already been submitted. **NO CHANGES** resulted from this addendum.

☐ Bid has **NOT** been submitted and **ANY CHANGES** resulting from this addendum are included in our bid. Execute Addendum:

BIDDER: ProCare Medical Company

ADDRESS (CITY & STATE): 759 Flory Mill Road, Lancaster PA 17601

AUTHORIZED SIGNATURE: _____ DATE: 1/29/2020

NAME and TITLE (Print): Joe Chesnutt, Account Manager

DELIVERED BY US POSTAL SERVICE (REGULAR/STANDARD MAIL ONLY)	**DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER)**
BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET Room 4062 4th Floor RALEIGH NC 27603-8002

**********SPECIAL NOTE – PLEASE READ**********

The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 116 West Jones Street.

#	Document Section	Inquiry	Response
15	IFB Section 2.6 BID SUBMITTAL Page Number 31	Do you mean that if we bid on more than one of the 14 regions that we must submit a separate envelope for each region? I don't understand how a company could submit more than one bid. Explain the following statement from the IFB: If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly.	The Vendor can bid on one, multiple or all regions and can be included in the same envelope. Multiple regions can be indicated in ATTACHMENT A, Column E.
16	IFB Section 4.4 DESCRIPTIVE LITERATURE AND PRICE LISTS Page Number 36	I understand that we must submit the Manufacturer's MSRP list with our bid, but do we have to submit literature on each item. If so, you may end up with thousands of pages of literature. If awarded a contract, I understand the client's need for some literature on specific items they may be looking at. But for the purpose of the IFB can we just submit a list of the websites of the Manufacturers that we are bidding on, as they will have the most up to date information as products are constantly changing.	A link or PDF can be provided to reference products offered.
17	IFB Section 4.8 WARRANTY Page Number 38	Are you asking for a copy of the warranty for each item, or just the Manufacturer's Standard Blanket Warranty, as some items have different warranties than others.	A link or PDF can be provided to reference warranties offered. Documentation is required for items being offered.
18	IFB Section ATTACHMENT A: PRICING SUBMITTAL WORKBOOK Page Number 46	There is no page of Attachment A, just the excel workbook. Should we print out a copy to put with our price sheets? Also, some of the companies listed in the workbook are either out of business or have changed names.	Vendor can print out or place on the flash drive, CD, etc. a copy of ATTACHMENT A. **What companies are out of business or have name-changes?**
19	IFB Section ATTACHMENT G: SUPPLIER INFORMATION Page Number 57	There is no page of Attachment G, just the excel workbook. Should we print out a copy to put with our bid?	Vendor can print out or place on the flash drive, CD, etc. a copy of ATTACHMENT G.
20	IFB Section 2.7 ALTERNATE BIDS Page Number 31	I was wondering if you could add another Manufacturer to the list in the workbook. They are a full line Durable Medical Equipment Company. They provide the same products as Drive and Invacare and are very competitive in pricing with them, as well as equal quality line of products. Would you do it in this section or do I need to give you the name of the Manufacturer and you can add them into the workbook and the IFB?.	The Vendor shall provide a list of additional Manufacturers by e-mailing the contract administrator prior to the IFB being opened to determine if these manufacturers will be added.

#	Document Section	Inquiry	Response
6	General Question	I see a provision in your offer for price increase for instance if the manufacturer increases our price which routinely happens usually in January of each year. However, it states right after that basically you reserve the right to refuse those requests...so what guarantee do we have that if the cost of goods goes up that we aren't bearing the financial burden of that?	See Section 6.12 PRICE ADJUSTMENTS for further information. The State may negotiate with the Vendor concerning the request.
7	General Question	If we are awarded a contract... are we allowed to refuse a job?	No.
8	General Question	If the State reserves site prep outside of our company how does that affect your STRICT deadline for completion since we have no control over who you might hire for the site prep or the quality of their work? And what happens if we go out to see their work and it is not up to standard?	See revised Section 4.6.3 DELIVERY & INSTALLATION.
9	General Question	Exactly what items does your 14-day lead time refer to? Sometimes the manufacturer would not be able to get the item to us in that time frame?	See Section 4.6.1 DELIVERY FOR STANDARD PRODUCTS. A blank is added to allow a Vendor to enter a timeframe different than the 14-day referenced.
10	General Question	What happens if the client does not answer the phone for measurements, site trips, etc. and we are on your established delivery time?	The Vendor will send an e-mail to the client or leave a voicemail.
11	Section 4.8 WARRANTY	For warranty work since you require loaners to fit the disability and do not plan to pay anything for the loaner, no mention is made of paying for assessments such as seating eval or PT, and the warranty time frame for work listed is 3-7 days which would be impossible we are planning on NO BID for the wheelchairs unless I am misinterpreting.	Unusually State entities do not receive a loan for items that are adapted to a specific patient, e.g. wheelchair adapted to patient with MS. Loaners are generally only received for non-adapted equipment, e.g. lifts, tubs, non-adapted wheelchairs, etc.
12	Section 4.8 WARRANTY	Your warranty provision states that we are bound by manufacturer warranty time frame... manufacturer's only warranty defects... what happens if we get to the home and it is not a defect but some other issue... who is paying for the service call, parts, etc.	A flat labor rate $35.00 per trip for non-defect related warranty.
13	General Question	We need clarification on Bid # 201901209, Durable Medical Equipment. Reading through it, I see no specific product specifications (patient lifts or beds, etc.).	See Answer to Question 1.
14	General Question	Is Bid # 201901209 an invitation to be allowed bid on future specific durable medical equipment items in North Carolina?	See Section 1.1 OVERVIEW for further information

Machelle Sanders
Secretary

Odessa McGlown
State Purchasing Officer

North Carolina
Department of Administration
Division of Purchase & Contract

IMPORTANT BID ADDENDUM
January 13, 2020

FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR BID TO REJECTION ON THE AFFECTED ITEM(S):

BID Number: **201901209**
ADDENDUM Number: 02
PURCHASER: **Grant Braley**

COMMODITY: **Durable Medical Equipment**
USING AGENCY: *****PURCHASE AND CONTRACT*****
OPENING DATE/TIME: **January 23, 2020 @ 2:00**

INSTRUCTIONS:

1. Please make the following change(s) in the bid referenced above:

   a. The Bid Opening Date has been extended to **Thursday, 2:00 PM, January 23, 2020**.

   b. Revised IFB Sections

   - **4.6.3 STANDARD INSTALLATION**
     Standard installation is to be FREE and included for all items except as noted in CUSTOM INSTALLATION. Equipment is delivered already assembled, set-up and/or secured in place and is ready to operate with no additional modifications to the equipment itself or the site. Installation shall be completed within _N/A_ consecutive calendar days for standard installation and within _N/A consecutive calendar days for custom installation.
   - **Revised** ATTACHMENT A: PRICING SUBMITTAL WORKBOOK

   c. Answers to Vendor Questions

#	Document Section	Inquiry	Response
1	General Question	Is this a carve out for specific items? And are these items wheelchairs, hospital beds, stairlifts, porch lifts, door openers, and ceiling lifts? There was no list attached with brand names and no master list of what exactly this is to include.	See ATTACHMENT A: PRCING SUBMITTAL WORKBOOK for further information
3	General Question	For VPL, Stairlift, Ceiling Lift what do you consider a routine/standard install?	See Section 4.6.4 CUSTOM INSTALLATION for further information
3	General Question	Does this mean that for example on a porch lift all of them need electrical, concrete pad, and fascia wall… are you saying this would be included as routine and then other items such as porch reinforcement etc. would be extra items to quote?	See Answer to Question 5
4	General Question	Freight on especially the porch lifts is very high… does you offer to bid state that the freight must be accounted for in the "one" price which is a discount off MSRP?	See Answer to Question 5
5	General Question	Some porch lift jobs require a piece of equipment to be rented to sit the unit in place. Is this a line item that can be quoted separately from the routine porch lift install?	See Answer to Question 5

North Carolina
Department of Administration
Division of Purchase & Contract

Machelle Sanders
Secretary

Odessa McGlown
State Purchasing Officer

IMPORTANT BID ADDENDUM
January 22, 2020

FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR BID TO REJECTION ON THE AFFECTED ITEM(S):

BID Number: **201901209**
ADDENDUM Number: 04
PURCHASER: **Grant Braley**

COMMODITY: **Durable Medical Equipment**
USING AGENCY: ***PURCHASE AND CONTRACT***
OPENING DATE/TIME: **January 31, 2020 @ 2:00**

INSTRUCTIONS:

1. Please make the following change(s) in the bid referenced above:
   a. The Bid Opening Date has been extended to **Friday, 2:00 PM, January 31, 2020**.
   b. Revised ATTACHMENT A: PRICING SUBMITTAL WORKBOOK
2. Check **ONLY** one of the following categories and return one properly executed copy of this addendum **prior** to bid opening time and date.

☐ Bid has already been submitted. Changes resulting from this addendum are as follows:

☒ Bid has already been submitted. **NO CHANGES** resulted from this addendum.

☐ Bid has **NOT** been submitted and **ANY CHANGES** resulting from this addendum are included in our bid.

Execute Addendum:

BIDDER: ProCare Medical Company

ADDRESS (CITY & STATE): 759 Flory Mill Road, Lancaster PA 17601

AUTHORIZED SIGNATURE: _____ DATE: 1/29/2020

NAME and TITLE (Print): Joe Chestnutt Account Manager

DELIVERED BY US POSTAL SERVICE (REGULAR/STANDARD MAIL ONLY)	**DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER)**
BID NO. 201901209 NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET Room 4062 4th Floor RALEIGH NC 27603-8002

**********SPECIAL NOTE – PLEASE READ**********

The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 116 West Jones Street.

BRODA

JANUARY 2020

Quick Reference Chair Price

Model Numbers and Common Accessories

Mobility Chairs		
		MSRP
Encore Pedal Wheelchair ®	**48 V4/ 48R V4**	$3,254
	Broda APP Padding *	$379
Sashay Pedal Wheelchair ®	**48**	$2,431
	Broda APP Padding *	$379
	Swing Away Footrests	$212
Latitude Pedal Wheelchair	**48R**	$2,756
	Broda APP Padding *	$379
	Swing Away Footrests	$212
Positioning Chairs		
		MSRP
Synthesis Positioning Wheelchair	**V4**	$4,126
	HSP Padding Package	$560
	Broda APP Padding *	$538
Synthesis Transport Wheelchair	**V4 WC19**	$4,610
	HSP Padding Package	$560
	Broda APP Padding *	$538
Elite Tilt Wheelchair	**85V**	$3,492
	HSP Padding Package	$560
	Broda APP Padding *	$538
Midline Positioning Wheelchair	**MID**	$3,611
	HSP Padding Package	$560
	Broda APP Padding *	$538
Centric Positioning Wheelchair	**30VT**	$3,451
	HSP Padding Package	$560
	Broda APP Padding *	$538
Vanguard® Bariatric Wheelchair	**985**	$6,520
Glider & Geriatric Chairs		
		MSRP
Tranquille Glider	**100**	$1,191
Shower Chairs		
		MSRP
Revive Shower Commode	**CS385**	$3,257
Revive Bariatric Shower Commode	**B385**	$6,520

*Broda APP on chair pricing shown above. For all other pricing please see pages 31-35

Lopital - Pricelist 2020			
Picture	Art. nr.	Art. Discription	MSRP
	51005100	Shower/toiletchair Nemo with straight armrests + headrest max.150 kg	$2,996.57
	51005199	Shower/toiletchair Flexo max load 330 lbs.	$4,963.07
	51005300	Shower/toiletchair Elexo XXL max load 485 lbs.	$8,896.07
	51005500	Shower/toiletchair Elexo max load 400 lbs.	$6,289.68
	51005600	Shower/toiletchair Reflex max load 300 lbs.	$7,741.14
	51005605	Shower/toiletchair Reflex with flexo footrests max load 300 lbs.	$7,741.14
	51005700	Shower/toiletchair Tango max load 400 lbs.	$1,685.57

Lopital - Pricelist 2020			
Picture	Art. nr.	Art. Discription	MSRP
	51005705	Shower/toiletchair Tango XL max load 550 lbs.	$2,278.64
	51005800	Shower/toiletchair Tango XXL max load 793 lbs.	$2,918.54
	59008100	Lotus active standup aid max load 440 lbs.	$2,963.33
	61002300	Showertrolley Marina hydraulic 32" X 82"	$6,508.18
	61002305	Showertrolley Marina hydraulic 36" X 82"	$6,835.93
	61002310	Showertrolley Marina hydraulic semi central brake 32" X 82"	$7,148.07
	61002320	Showertrolley Marina hydraulic 32" X 74"	$6,835.93

Lopital - Pricelist 2020			
Picture	Art. nr.	Art. Discription	MSRP
	61002350	Showertrolley Marina electric 32" X 82"	$7,491.43
	61002355	Showertrolley Marina electric 36" X 82"	$7,990.86
	61002370	Showertrolley Marina electric 32" X 74"	$8,006.46
	61002400	Showerstretcher high/low wallmounted Sirocco drainage left	$8,334.21
	61002401	Showerstretcher high/low wallmounted Sirocco drainage right	$8,334.21
	65004020	Dressingtable Vienna 4020 hydraulic + sidebars + adj backrest 70 x 160 cm	$4,994.29
	65004021	Dressingtable Vienna 4021 electric + sidebars + adj backrest 70 x 160 cm	$7,444.61

Lopital - Pricelist 2020			
Picture	**Art. nr.**	**Art. Discription**	**MSRP**
	65005015	Dressingtable Vienna 5015 elec wallmounted+sidebar+adj backrest 70x160 cm	$7,272.93
	65005020	Dressingtable Vienna 5020 elec wallmounted+sidebar+adj backrest 70 x 190cm	$7,272.93
	69501104	Bedpan pvc with Lid	$117.05
	6950 1120	Seat Belt for Lopital	$46.67
	7021 0048	Wedge/head pillow for Marina Shower Trolley	$248.33

MOBILE LIFTS

EFFECTIVE NOVEMBER 1, 2019

Mobile Lifts				VANCARE
Product	**Unit**	**Prod. No.**	**Model/Description**	**Retail**
VANTURN (SHORT) 	1	4-1-7300	VanTurn allows the resident to rise to a standing position using natural movements, utilizing the resident's own strength and capacity. This makes the VanTurn ideal for both home care and institutional settings. It is also ideal for transferring patients to or from a car. Weight capacity is 330 lbs.	$1,715.00
VANTURN 	1	4-1-7500	VanTurn allows the resident to rise to a standing position using natural movements, utilizing the resident's own strength and capacity. This makes the VanTurn ideal for both home care and institutional settings. It is also ideal for transferring patients to or from a car. Weight capacity is 330 lbs.	$1,752.00
VANTURN 450 	1	4-1-7600	VanTurn allows the resident to rise to a standing position using natural movements, utilizing the resident's own strength and capacity. This makes the VanTurn ideal for both home care and institutional settings. It is also ideal for transferring patients to or from a car. Weight capacity is 450 lbs.	$2,026.00
VANWALKER 400 	1	4-1-7400	Vanwalker 400 is a walker that is used as an aid to walking training by patients with impaired leg strength and balance. Vanwalker 400 is designed for early mobilization specially for cardio-thoracic and abdominal post surgical patients. Features include integration for oxygen, drain bags and IV poles. What distinguishes the Vanwalker 400 from other walkers is that it is equipped with seat pads that can be used either to provide extra security when the legs are weak or to sit on when the patient needs a rest during walking/mobility training.	$5,969.00
VANMOVE 	1	4-1-7550	The VANMOVE is an active transfer and transport aid, designed for users with poor balance and reduced lower limb strength. Users will need a degree of arm strength and standing funciton in order to actively participate in the transfer. An ideal aid for users who can raise themselves to an upright, or semi-upright, position to be transferred. Weight Capacity is 375 lbs.	$2,374.00

MultiLift 550 	1	4-1-8550	MultiLift550 is a unique, motor assisted mobile patient lift for all lifting situations and especially useful for heavier users weighing up to 250 kg/550 lbs. When used with Handicare's functional and easy-to-use Vancare lifting slings, MultiLift550 is the right choice for safe and easy lifting of users in connection with transfers to and from the floor, chair, bed or toilet and from one room to another. MultiLift550 is also an excellent solution for horizontal lifting and gait training.	$22,125.00
FPL-330 FOLDABLE LIFT 	1	4-3-0330	The FPL-330 portable floor lift is a lifting aid used by health care professionals to transfer clients. The floor lift makes it possible to move mobility impaired individuals with minimal strain or risk to the caregiver, while providing complete safety, dignity and comfort for the client. Weight capacity is 330 lbs.	$3,614.00
VANGO VG400 	1	4-3-0400	VanGo VG400 is a mobile patient lift that can lift patients or residents from a seated or prone position. Designed to meet your lifting needs, VanGo VG400 is a lightweight, high strength aluminum full body lift. The raising and lowering functions are battery powered. The lift's legs are also battery powered for easy positioning. Weight capacity is 400 lbs.	$3,803.00
VANGO VG450 	1	4-3-0450	VanGo VG450 is a mobile patient lift that can lift patients or residents from a seated or prone position. Designed to meet your lifting needs, VanGo VG450 is a lightweight, high strength aluminum full body lift. The raising and lowering functions are battery powered. The lift's legs are also battery powered for easy positioning. Weight capacity is 450 lbs.	$4,784.00
VANGO VG450 W/ LOW LEGS 	1	4-3-0451	VanGo VG450 with low-leg option is a mobile patient lift that can lift patients or residents from a seated or prone position. Designed to meet your lifting needs, VanGo VG450 is a lightweight, high strength aluminum full body lift. The raising and lowering functions are battery powered. The lift's legs are also battery powered for easy positioning. Weight capacity is 450 lbs.	$5,174.00
VANGO VG600 	1	4-3-0600	VanGo VG600 is a mobile patient lift that can lift patients or residents from a seated or prone position. Designed to meet your bariatric lifting needs, VanGo VG600 is a lightweight, high strength aluminum full body lift. The raising and lowering functions are battery powered. The lift's legs are also battery powered for easy positioning. Weight capacity is 600 lbs.	$6,202.00
VANGO VG600 W/ LOW LEGS 	1	4-3-0601	VanGo VG600 with low-leg option is a mobile patient lift that can lift patients or residents from a seated or prone position. Designed to meet your bariatric lifting needs, VanGo VG600 is a lightweight, high strength aluminum full body lift. The raising and lowering functions are battery powered. The lift's legs are also battery powered for easy positioning. Weight capacity is 600 lbs.	$6,631.00

VANGO VG450 W/ INTELLIPACK 	1	4-3I-450	VanGo VG450 is a mobile patient lift that can lift patients or residents from a seated or prone position. Designed to meet your lifting needs, VanGo VG450 is a lightweight, high strength aluminum full body lift. The raising and lowering functions are battery powered. The lift's legs are also battery powered for easy positioning. Weight capacity is 450 lbs.	$4,697.00
VANGO VG600 W/ INTELLIPACK 	1	4-3I-600	VanGo VG600 is a mobile patient lift that can lift patients or residents from a seated or prone position. Designed to meet your bariatric lifting needs, VanGo VG600 is a lightweight, high strength aluminum full body lift. The raising and lowering functions are battery powered. The lift's legs are also battery powered for easy positioning. Weight capacity is 600 lbs.	$6,063.00
VANDERLIFT II B450 	1	4-L-2450	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. Weight capacity is 450 lbs.	$3,029.00
VANDERLIFT II B450 & INTELLIPACK 	1	4-LI-2450	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. Weight capacity is 450 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$3,648.00
VANDERLIFT II B450S W/BUILT-IN SCALE 	1	4-L-2457	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. The built in scale weighs residents up to 450 lbs. Weight capacity is 450 lbs.	$4,805.00
VANDERLIFT II B450S W/BUILT-IN SCALE & INTELLIPACK 	1	4-LI-2457	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. The built in scale weighs residents up to 450 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$5,423.00
VANDERLIFT II B600 	1	4-L-2600	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. This lift can handle your bariatric lifting needs. Weight capacity is 600 lbs.	$3,678.00

VANDERLIFT II B600 W/INTELLIPACK 	1	4-LI-2600	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. This lift can handle your bariatric lifting needs up to 600 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$4,295.00
VANDERLIFT II B600S W/BUILT IN SCALE 	1	4-L-2607	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. This lift can handle your bariatric lifting needs. The built in scale weighs residents up to 600 lbs. Weight capacity is 600 lbs.	$5,478.00
VANDERLIFT II B600S W/BUILT IN SCALE & INTELLIPACK 	1	4-LI-2607	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. This lift can handle your bariatric lifting needs up to 600 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$6,095.00
VANDERLIFT II EB450 W/ELECTRIC BASE 	1	4-L-3450	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The lift's legs are also battery powered for easy positioning. Weight capacity is 450 lbs.	$4,551.00
VANDERLIFT II EB450 W/ELECTRIC BASE & INTELLIPACK 	1	4-LI-3450	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The lift's legs are also battery powered for easy positioning. Weight capacity is 450 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$5,243.00
VANDERLIFT II EB450S W/ELECTRIC BASE/SCALE 	1	4-L-3457	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The lift's legs are also battery powered for easy positioning. The built-in scale weighs residents up to 450 lbs. Weight capacity is 450 lbs.	$6,188.00
VANDERLIFT II EB450S W/ELECTRIC BASE/SCALE & INTELLIPACK 	1	4-LI-3457	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The lift's legs are also battery powered for easy positioning. The built-in scale weighs residents up to 450 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$6,882.00

VANDERLIFT II EB600 W/ELECTRIC BASE 	1	4-L-3600	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The lift's legs are also battery powered for easy positioning. Weight capacity is 600 lbs.	$5,195.00
VANDERLIFT II EB600 W/ELECTRIC BASE & INTELLIPACK 	1	4-LI-3600	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The lift's legs are also battery powered for easy positioning. Weight capacity is 600 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$5,891.00
VANDERLIFT II EB600S W/ELECTRIC BASE/SCALE 	1	4-L-3607	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The lift's legs are also battery powered for easy positioning. The built-in scale weighs residents up to 600 lbs. Weight capacity is 600 lbs.	$7,003.00
VANDERLIFT II EB600S W/ELECTRIC BASE/SCALE & INTELLIPACK 	1	4-LI-3607	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The lift's legs are also battery powered for easy positioning. The built-in scale weighs residents up to 600 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$7,697.00
VANDERLIFT 450 	1	4-1-0450	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. Weight capacity is 450 lbs. Color is White.	$5,050.00
VANDERLIFT 450 	1	4-2-0450	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. Weight capacity is 450 lbs. **Color is Blue.**	$5,050.00
VANDERLIFT 450 W/BUILT-IN SCALE 	1	4-1-0457	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The built in scale weighs residents weighing up to 450 lbs. The base legs are spread open manually with a handle. Weight capacity is 450 lbs. Color is White.	$6,828.00

VANDERLIFT 450 W/BUILT-IN SCALE 	1	4-2-0457	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The built in scale weighs residents weighing up to 450 lbs. The base legs are spread open manually with a handle. Weight capacity is 450 lbs. **Color is Blue.**	$6,828.00
VANDERLIFT 600 	1	4-1-0600	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. Weight capacity is 600 lbs. Color is White.	$5,702.00
VANDERLIFT 600 	1	4-2-0600	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The base legs are spread open manually with a handle. Weight capacity is 600 lbs. **Color is Blue.**	$5,702.00
VANDERLIFT 600S W/BUILT-IN SCALE 	1	4-1-0607	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The built in scale weighs residents weighing up to 600 lbs. The base legs are spread open manually with a handle. Weight capacity is 600 lbs. Color is White.	$7,480.00
VANDERLIFT 600S W/BUILT-IN SCALE 	1	4-2-0607	The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. The built in scale weighs residents weighing up to 600 lbs. The base legs are spread open manually with a handle. Weight capacity is 600 lbs. **Color is blue.**	$7,480.00
VANDERLIFT 1000 	1	4-1-1000	The safe way to transfer all bariatric residents. Heavy-duty frame with expandable base offers tip-resistant support for residents/patients to 1000 lbs. The base legs are spread open manually with a handle. Weight capacity is 1000 lbs. Color is White.	$6,617.00
VANDERLIFT 1000 	1	4-2-1000	The safe way to transfer all bariatric residents. Heavy-duty frame with expandable base offers tip-resistant support for residents/patients to 1000 lbs. The base legs are spread open manually with a handle. Weight capacity is 1000 lbs. **Color is blue.**	$6,617.00

VERA II B350 	1	5-L-2350	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Weight capacity is 350 lbs.	$3,122.00
VERA II B350 W/INTELLIPACK 	1	5-LI-2350	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Weight capacity is 350 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$3,740.00
VERA II B350S W/BUILT-IN SCALE 	1	5-L-2357	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are spread open manually with a handle. Weight capacity is 350 lbs.	$4,894.00
VERA II B350S W/BUILT-IN SCALE & INTELLIPACK 	1	5-LI-2357	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents up to 350 lbs. while they are lifted. The base legs are spread open manually with a handle. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$5,511.00
VERA II B450 	1	5-L-2450	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 450 lbs.	$3,377.00
VERA II B450 & INTELLIPACK 	1	5-LI-2450	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients up to 450 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$3,995.00
VERA II B450S W/BUILT IN SCALE 	1	5-L-2457	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 450 lbs.	$5,180.00

VERA II B450S W/BUILT IN SCALE & INTELLIPACK 	1	5-LI-2457	The battery-operated sit-to-stand lift with built-in VERASCALE™ accurately weighs residents up to 450 lbs. while they are lifted. The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$5,797.00
VERA II B600 	1	5-L-2600	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 600 lbs.	$3,678.00
VERA II B600 & INTELLIPACK 	1	5-LI-2600	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients up to 600 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$4,295.00
VERA II B600S W/BUILT-IN SCALE 	1	5-L-2607	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 600 lbs.	$5,478.00
VERA II B600S W/BUILT-IN SCALE & INTELLIPACK 	1	5-LI-2607	The battery-operated sit-to-stand lift with built-in VERASCALE™ accurately weighs residents up to 600 lbs. while they are lifted. The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$6,095.00
VERA II EB350 W/ELECTRIC BASE 	1	5-L-3350	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are battery powered for ease of operation and flexible width adjustment. Weight capacity is 350 lbs.	$4,378.00
VERA II EB350 W/ELECTRIC BASE & INTELLIPACK 	1	5-LI-3350	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are battery powered for ease of operation and flexible width adjustment. Weight capacity is 350 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$5,077.00

VERA II EB350S W/ELECTRIC BASE & BUILT-IN SCALE 	1	5-L-3357	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are battery powered for ease of operation and flexible width adjustment. Weight capacity is 350 lbs.	$6,185.00
VERA II EB350S W/ELECTRIC BASE & BUILT-IN SCALE & INTELLIPACK 	1	5-LI-3357	The battery-operated sit-to-stand lift with built-in VERASCALE™ accurately weighs residents up to 350 lbs. while they are lifted. The base legs are battery powered for ease of operation and flexible width adjustment. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$6,880.00
VERA II EB450 W/ELECTRIC BASE 	1	5-L-3450	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are battery powered for ease of operation and flexible width adjustment. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 450 lbs.	$4,640.00
VERA II EB450 W/ELECTRIC BASE & INTELLIPACK 	1	5-LI-3450	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are battery powered for ease of operation and flexible width adjustment. Features an oversized knee support for more comfort for bariatric patients up to 450 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$5,335.00
VERA II EB450 W/ELECTRIC BASE & BUILT-IN SCALE 	1	5-L-3457	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are battery powered for ease of operation and flexible width adjustment. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 450 lbs.	$5,760.00
VERA II EB450 W/ELECTRIC BASE & BUILT-IN SCALE & INTELLIPACK 	1	5-LI-3457	The battery-operated sit-to-stand lift with built-in VERASCALE™ accurately weighs residents up to 450 lbs. while they are lifted. The base legs are battery powered for ease of operation and flexible width adjustment. Features an oversized knee support for more comfort for bariatric patients. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$6,457.00
VERA II EB600 W/ELECTRIC BASE 	1	5-L-3600	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are battery powered for ease of operation and flexible width adjustment. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 600 lbs.	$5,197.00

VERA II EB600 W/ELECTRIC BASE & INTELLIPACK 	1	5-LI-3600	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are battery powered for ease of operation and flexible width adjustment. Features an oversized knee support for more comfort for bariatric patients up to 600 lbs. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$5,891.00
VERA II EB600S W/ELECTRIC BASE & BUILT-IN SCALE 	1	5-L-3607	The battery-operated transfer device that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are battery powered for ease of operation and flexible width adjustment. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 600 lbs.	$7,003.00
VERA II EB600S W/ELECTRIC BASE & BUILT-IN SCALE & INTELLIPACK 	1	5-LI-3607	The battery-operated sit-to-stand lift with built-in VERASCALE™ accurately weighs residents up to 600 lbs. while they are lifted. The base legs are battery powered for ease of operation and flexible width adjustment. Features an oversized knee support for more comfort for bariatric patients. The high tech INTELLIPACK option allows for data collection in the control box, work & cycle counter, service indicator, all displayed for instant viewing on control box LCD.	$7,695.00
VERA V350 	1	5-1-0350	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Weight capacity is 350 lbs. **Color is white.**	$5,050.00
VERA V350 	1	5-2-0350	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Weight capacity is 350 lbs. **Color is blue.**	$5,050.00
VERA V350S W/BUILT-IN SCALE 	1	5-1-0357	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are spread open manually with a handle. Weight capacity is 350 lbs. **Color is white.**	$6,828.00
VERA V350S W/BUILT-IN SCALE 	1	5-2-0357	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are spread open manually with a handle. Weight capacity is 350 lbs. **Color is blue.**	$6,828.00

VERA V500 	1	5-1-0500	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 500 lbs. **Color is white.**	$5,378.00
VERA V500 	1	5-2-0500	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 500 lbs. **Color is blue.**	$5,378.00
VERA V500 W/BUILT-IN SCALE 	1	5-1-0507	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 500 lbs. **Color is white.**	$7,156.00
VERA V500 W/BUILT-IN SCALE 	1	5-2-0507	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 500 lbs. **Color is blue.**	$7,156.00
VERA V600 	1	5-1-0600	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 600 lbs. **Color is white.**	$5,702.00
VERA V600 	1	5-2-0600	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 600 lbs. **Color is blue.**	$5,702.00
VERA V600 W/BUILT-IN SCALE 	1	5-1-0607	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 600 lbs. **Color is white.**	$7,480.00

VERA V600 W/BUILT-IN SCALE 	1	5-2-0607	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! Built-in VERASCALE™ accurately weighs residents while they are lifted. The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 600 lbs. **Color is blue.**	$7,480.00
VERA V800 	1	5-1-0800	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 800 lbs. **Color is white.**	$6,617.00
VERA V800 	1	5-2-0800	The battery-operated sit-to-stand lift that's safe, reliable and easy to use! The base legs are spread open manually with a handle. Features an oversized knee support for more comfort for bariatric patients. Weight capacity is 800 lbs. **Color is blue.**	$6,617.00
RECUMBENT BATH LIFT 	1	1-04000B	RECUMBENT BATH LIFT For use with Vancare recumbent bathing systems and is compatible with other recumbent bathing systems. Call Vancare for information on compatibility.	$5,849.00

BRODA MODEL SUMMARY

ProCare Medical
healthcare solutions ²


SASHAY


LATITUDE


COMFORT TILT


TRANQUILLE


Encore


REVIVE


REVIVE

48	48R	587	100-20AL,100-15AL, 100-10AL	48V4	CS385	B385
Up to 18°	Up to 33° when combined with rocking	Up to 45°	N/A	Up to 25°	Up to 12° Posterior Up to 10° Anterior	Up to 14° Posterior Up to 8° Anterior
N/A	N/A	N/A	N/A	N/A	Up to 67°	Up to 65°
16 gauge tubular steel	16 gauge tubular steel	16 gauge tubular steel	16 gauge tubular steel	16 gauge tubular steel	16 gauge tubular stainless steel	16 gauge tubular stainless steel
Headrest, Shoulder Bolster, Upper & Lower Side Pads, Seat and Back Pad with cover	Headrest, Shoulder Bolster, Lower Side Pads, Seat and Back Pad with cover	Padding not included (Available as option)	Headrest, Lower Side Pads, Seat and Back Pad (Headrest on Model 100-20AL)	Headrest, Shoulder Bolster, Upper & Lower Side Pads, Seat and Back Pad with cover	Padded commode seat	Padded commode seat
Removable	Removable	N/A	N/A	Removable	N/A	N/A
16", 18" or 20"	16", 18" or 20"	16" or 18"	18"(100-10AL) 20"(100-15AL,100-20AL)	16", 18", 20",22"	18" or 22"	27" (33" with arm width adjustment)
17" or 18.5"	17" or 18.5"	Adjustable 16", 17", 18", 19", 20"	17"	17",18.5", 20"	18"	Adjustable 21" or 23"
Adjustable 12.5" - 17.5"	Adjustable 14" - 19"	Adjustable 14", 15", 15.5", 16", 16.5", 17", 17.5", 18", 19"	16"(100-10AL) 18"(100-15AL,100-20AL)	Adjustable 12.5" - 17.5"	24.5"(rolls over most standard toilets)	Adjustable 21" or 23"
32"	32"	N/A	26"(100-10AL,100-15AL) 32"(100-20AL)	32"	26"	26"
22", 24", 26", 28"	22"	20", 22"	N/A	22", 24", 26", 28"	Achieve 25" seat width with optional extended arms	N/A
Height adjustable	Height adjustable	Removable with Height adjustable option	Height adjustable	Height adjustable	Fixed height, swing away & removable	Fixed height & removable
N/A Swing away option available	N/A Swing away option available	Swing away option available	N/A	N/A Swing away option available	Length adjustable, Elevated independently of back recline	Length adjustable, Elevated independently of back recline
N/A	N/A	Fixed footplate, Angle adjustable footplate available	N/A	N/A	Single flip down	Single flip down
2 x 5" front total lock 2 x 5" rear fixed	2 x 5" front total lock 2 x 5" rear fixed	5", 6" or 8" front casters, 20", 22" or 24" rear mag wheels	2 rear transport wheels	2 x 5" front total lock 2 x 5" rear fixed	3 x 5" total lock stainless 1 x 5" directional stainless	4 x 7" total lock stainless 2 x 8" middle stainless
350 lbs.	250 lbs.	250 lbs.	250 lbs.	350 lbs.	400 lbs.	800 lbs.
Rear or front mount becomes "500" model	Rear or front mount becomes "500" model	Rear mount	N/A	Front mount becomes "500" model	N/A	N/A
E1031	N/A	E1161	A9270	E1031	N/A	N/A
WMA5B-005	N/A	WMA5B-025	N/A	WMA5B-005	N/A	N/A

ProCare Medical, 759 Flory Mill Road, Lancaster PA 17601
Ph: 855-528-0421 | www.procare-medical.com | Fx: 877-528-0421

BRODA MODEL SUMMARY

ProCare Medical
*healthcare solutions*²


SYNTHESIS


SYNTHESIS WC-19


MIDLINE


CENTRIC

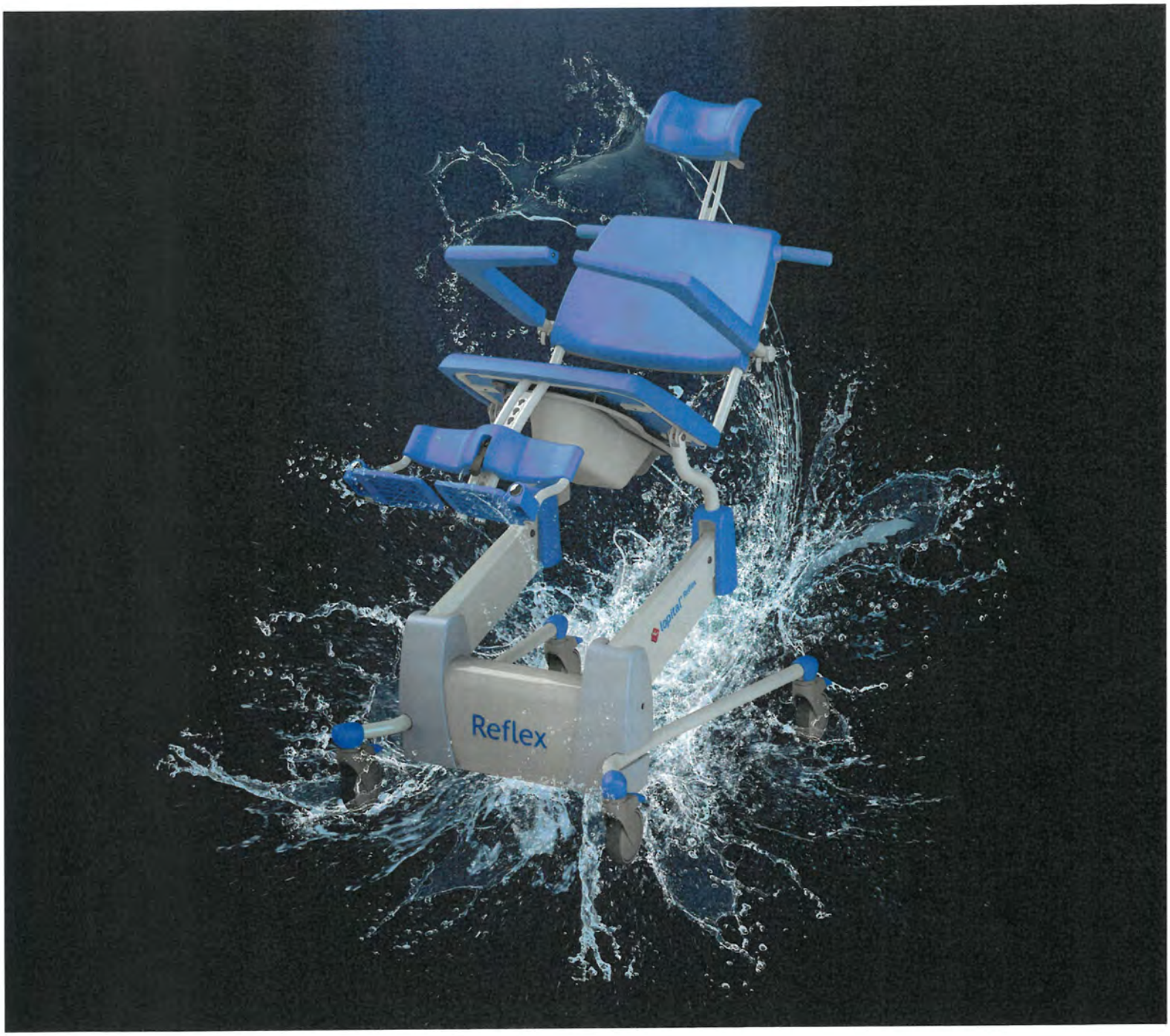

VANGUARD

Model number	V4	V4 WC-19	MID	30VT	985
Tilt - Infinitely Adjustable	Up to 40°	Up to 40°	Up to 38°	Up to 25°	30° Posterior 10° Anterior
Recline - Infinitely Adjustable	Up to 90° Trendelenburg capable	Up to 90° Trendelenburg capable	Up to 90° Trendelenburg capable	Up to 45°	Up to 45°
Frame	16 gauge tubular steel	16 gauge tubular steel	16 gauge tubular steel	16 gauge tubular steel	16 gauge tubular steel
Standard Padding	Headrest, Shoulder Bolsters, Upper & Lower Side Pads, Calf Pad, Sole Pads, Seat and Back Pad with cover	Headrest, Shoulder Bolsters, Upper & Lower Side Pads, Calf Pad, Sole Pads, Seat and Back Pad with cover	Headrest, Shoulder Bolsters, Upper & Lower Side Pad, Calf Pad, Sole Pads, Seat and Back Pad with cover	Headrest, Shoulder Bolsters, Upper & Lower Side Pads, Calf Pad, Sole Pads, Seat and Back Pad	Headrest, Shoulder Bolsters, Upper & Lower Side Pads, Calf Pad, Seat and Back Pad with cover
Upper Lateral Supports	Width and height adjustable frame, removable	Width and height adjustable frame, removable	Removable	Removable	Removable
Standard Seat Width	16", 18" or 20"	16", 18" or 20"	16", 18" or 20"	16", 18" or 20"	26", 28", 30"
Standard Seat Depth	17" or 18.5"	17" or 18.5"	17" or 18.5"	17" or 18.5"	Adjustable 21" or 23"
Standard Seat to Floor	20.5"	20.5"	Adjustable 17" - 22"	Adjustable 19.5", 20.5", 21.5"	Adjustable 20", 21", 22", 23", 24"
Standard Back Length	32"	32"	32"	32"	Adjustable 32",34",36",38",40"
Custom Seat Widths	16", 22", 24", 26"	16", 22", 24", 26"	16", 22", 24", 26", 28"	16", 22", 24", 26", 28"	N/A
Arm/Side Panels	Height adjustable, swing away and removable	Height adjustable, swing away and removable	Height adjustable	Height adjustable with set screws	Height adjustable
Legrest	Length adjustable, Elevates and articulates with back recline. Elevates independently	Length adjustable, Elevates and articulates with back recline. Elevates independently	Length adjustable Elevates independently and with back recline	Length adjustable Elevates independently and with back recline	Length adjustable Elevates independently and with back recline
Footrest	Split or single flip down	Split or single flip down	Single flip down	Single flip down	Single flip down
Casters	2 x 5" front total lock 2 x 6" multi-directional	2 x 5" front total lock 2 x 6" multi-directional	3 x 5" total lock 1 x 5" directional lock	3 x 5" total lock 1 x 5" directional lock	2 x 6" front total lock 2 x 8" multi-directional
Weight Capacity	350 lbs.	350 lbs.	350 lbs.	250 lbs.	600 lbs.
Mag Wheels	Rear or mid mount becomes "550" model	Rear mount becomes "550" model	Rear or front mount becomes "500" model	Rear or front mount becomes "500" model	N/A
HCPCS*	N/A	RESNA WC-19 Standard Compliant, compliant features listed below:	N/A	E1031	N/A
ADP Device Code*	N/A	Front Securements, Rear Securements, Automotive Seat Belt, Footrest Tether	N/A	N/A	N/A

ProCare Medical

healthcare solutions [2]

transforming the shower experience protecting the caregiver.



A complete range of showering solutions for improving outcomes

2019 ProCare Splash 4p 190801.1.4



Flexo



Elexo



Nemo

Shower Chairs, Trolleys, and Hygiene Products



Reflex



Tango



Elexo XXL



Marina

Healthcare facilities are increasingly utilizing showering for resident's personal hygiene care. Showering a patient in a standard chair will cause the caregiver to work in unnatural postures and suffer static back strain. The best way to overcome this situation is to introduce the right equipment that significantly increases the percentage of time that the caregiver spends working in a healthy position. Lopital offers relief with their extensive line of shower chairs and trolleys.

The ***Reflex***, ***Elexo***, ***Flexo*** and ***Nemo*** shower chairs provide the resident maximum safety and comfort. A single caregiver can perform dressing and undressing, showering, toileting, foot care, and hair washing in a proper ergonomic working condition. Lopital shower chairs are designed to be used by residents with a degree of independence to residents that are semi and fully dependent.

For many dependent residents in long-term care the only hygiene option is a bed bath, which is uncomfortable and undignified. A bed bath also puts a lot of strain on the caregivers back and neck. The ***Marina*** shower trolley provides an ergonomic solution for showering frail dependent residents with no ability to support themselves. Residents are showered in a supine position on a comfortable soft mattress and pillow. Patient transfer to the shower trolley from the bed can be performed without manual lifting using a ceiling lift, mobile lift, or horizontal transfer device.

lopital®

Product Specifications
Shower-toilet chairs

Product no.	Product description	Adjustable hydraulic/ electric or fixed	Mobile	Height adjustable	Headrest	Tilt mechanism	Shower	Toilet	Closed cell foam	Tech. lifespan min. 10 years*	Armrests with front locking	Can be wheeled over toilet	Bariatric
5100 5199	Flexo Shower-toilet chair	hydraulic	•	•	optional	*	•	•	•	•	•	•	
5100 5500	Elexo Shower-toilet chair	electric	•	•	optional	*	•	•	•	•	•	•	
5100 5300	Elexo XXL Shower-toilet chair	electric	•	•		*	•	•	•	•		•	•
5100 5600	Reflex Shower-toilet chair	electric	•	•	•	•	•	•	•	•	•	•	
5100 5100	Nemo Tilt in Space S/T	hydraulic	•		•	•	•	•	•	•	optional	•	
5100 5705	Tango XL Shower-toilet chair	fixed	•				•	•	•	•		•	•
5100 5700	Tango Shower-toilet chair	fixed	•				•	•	•	•	optional	•	
5100 5605	Reflex Shower-toilet chair with foldable footrests	electric	•	•	•	•	•	•	•	•	•	•	
5100 5800	Tango XXL	fixed	•				•	•	•	•		•	•
6100 2320	Marina 32" x 74"	hydraulic	•	•	•	•	•			•			
6100 2305	Marina Wide 36" x 82"	hydraulic	•	•	•	•	•			•			•

**Tilts automatically with height adjustment.*



5100 5100
Nemo Tilt in Space Shower-Toilet Chair
Capacity: 330 Lbs.



5100 5199
Flexo Shower-toilet chair
Capacity: 330 Lbs.



5100 5500
Elexo Shower-toilet chair
Capacity: 400 Lbs.



5100 5300
Elexo XXL Shower-toilet chair
Capacity:485 Lbs.



5100 5600
Reflex Shower-toilet chair
Capacity: 300 Lbs.



5100 5605
Reflex Shower-toilet chair with foldable footrests
Capacity: 300 Lbs.



5100 5700
Tango Shower-toilet chair
Capacity: 400 Lbs.



5100 5705
Tango XL Shower-toilet chair
Capacity: 550 Lbs.



5100 5800
Tango XXL Shower-toilet chair
Capacity: 793 Lbs.



6100 2320 / 6100 2305
Marina Shower trolley
Capacity: 400 Lbs.

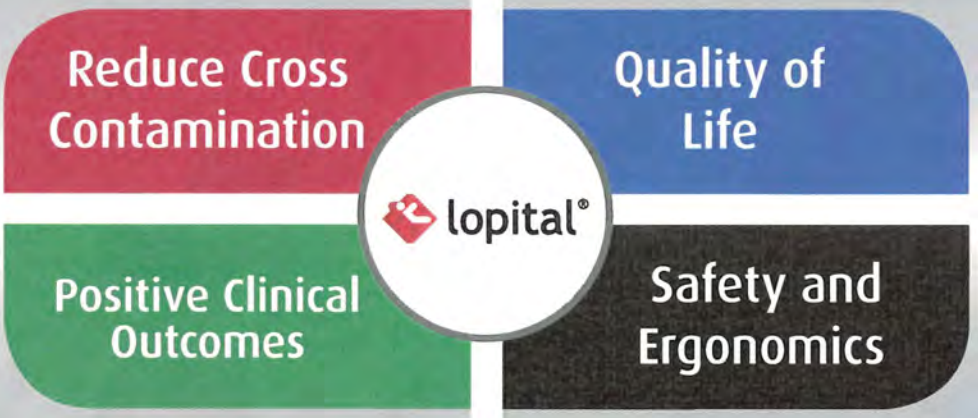
** Technical life span is only guaranteed with correct use and maintenance in accordance with the supplier's instructions.*

lopital®

transforming the shower experience protecting the caregiver.

Cross-infection issues can be reduced or eliminated by equipment properly designed to ease the caregiver's task ensuring a thorough shower is given. Equally as important to reducing cross-infection is equipment designed to be easily disinfected post shower or hygiene activity. Lopital products are designed to meet that requirement.

The resident enjoys comfort and dignity and the caregiver benefits from the improved safety and ergonomics of the Lopital product. This leads to a higher quality of care and a superior showering and hygiene experience for your residents.



Everybody involved in the caregiving venue strives for a positive outcome for their patient or resident. When you bring all the factors identified above together with the proper tools, Lopital empowers you to improve outcomes and enhance your overall quality of care.

Your showering and hygiene equipment should reduce lost time, reduce lost time injuries, and the cost of care for your facility. Lopital integrates into your safe patient handling program through the thoughtful ergonomic design and function of our products.

A complete range of showering solutions for improving outcomes

ProCare Medical
healthcare solutions 2

759 Flory Mill Road
Lancaster, PA 17601
Phone: 855-528-0421
Fax: 877-528-0421

www.procare-medical.com

Mobile Patient Lifts

VANCARE®

Sit to Stand Lifts:



Vera™

The Vera is an efficient standing aid that features self adjusting hand grips and a built in battery.
(Available with built in scale for 350, 500, and 600 models.)

Available in 3 weight options:

350 500 600 800

Color options:

- Vancare Purple
- Sapphire Blue
- Hammer-tone White



Vera™ II

The transfer device that's safe, reliable and easy to use. Featuring a removeable battery pack.
(Available with built in scale.)

Available in 3 weight options:

350 450 600

Color options:

- Vancare Purple



VanMove

This manual sit to stand helps transfer people with poor balance and impaired strength.

Available in 1 weight option:

350

Color options:

- Grey



VanTurn

Helps residents rise to standing position using their own capabilities.

Available in 2 weight options:

450 330

Color options:

- Vancare Purple

Full Body Lifts:



Vanderlift™

Vanderlift makes light work of transferring residents, regardless of range-of-motion limitations. Features a built in battery.
(Available with built in scale for 450 and 600 models.)

Available in 3 weight options:

450 600 1000

Color options:

- Vancare Purple
- Sapphire Blue
- Hammer-tone White



Vanderlift™ II

The battery-operated lift that helps transfer residents with minimal effort, regardless of most range-of-motion limitations. Featuring a removeable battery pack.
(Available with built in scale.)

Available in 2 weight options:

450 600

Color options:

- Vancare Purple



VanGo

The aluminum lift that makes light work of most transfers. Featuring a removeable battery pack.

Available in 3 weight options:

400 450 600

Color options:

- Brushed Aluminum

ProCare Medical
healthcare solutions
759 Flory Mill Road, Lancaster PA 17601
Ph: 855-528-0421 Fx: 877-528-0421

ProCare Medical

healthcare solutions[2]

Title Page

ProCare Medical Company
759 Flory Mill Road
Lancaster, PA 17601
Phone: 717-945-1805
Toll Free: 855-528-0421
Authorized representative: Joseph Chesnutt

IFB#: 201901209
RESUBMISSION

STATE OF NORTH CAROLINA

Division of Purchase and Contract

Invitation for Bid #: 201901209

Durable Medical Equipment

Date Issued: December 5, 2019

Bid Opening Date: January 7, 2020

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Grant F. Braley
State Procurement Manager
Email: grant.braley@doa.nc.gov
Phone: (919) 807-4519

STATE OF NORTH CAROLINA

Invitation for Bids

201901209

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security 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 shall be sufficient cause to reject your bid.

ID Number:

460714654

Federal ID Number or Social Security Number

ProCare Medical Company

Vendor Name

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer *ALL* Inquiries regarding this IFB to: Grant F. Braley State Procurement Manager Email: grant.braley@doa.nc.gov Phone: (919) 807-4519	**Invitation for Bids # 201901209**
	Bids will be publicly opened: January 7, 2020
	Contract Type: Statewide Term Contract (STC 475B)
	Commodity No. & Description: 475-00 Hospital, Surgical & Related Medical Accessories
	Using Agency: * PURCHASE AND CONTRACT *****

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for 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.

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

COMPLETE/FORMAL NAME OF VENDOR: ProCare Medical Company			
STREET ADDRESS: 759 Flory Mill Road		P.O. BOX:	ZIP:
CITY & STATE & ZIP: Lancaster, PA 17601		TELEPHONE NUMBER: 717-945-1805	TOLL FREE TEL. NO: 855-528-0421
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Joe Chesnutt Account Manager		FAX NUMBER: 877-528-0421	
VENDOR'S AUTHORIZED SIGNATURE:	**DATE:** 01/29/2020	E-MAIL: joe@procare-medical.com	

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

ACCEPTANCE OF BID

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of the Division of Purchase and Contract).

Table of Contents

1.0 PURPOSE AND BACKGROUND 29

1.1 OVERVIEW 29
1.2 REGIONS 29

2.0 GENERAL INFORMATION 29

2.1 INVITATION FOR BIDS DOCUMENT 29
2.2 E-PROCUREMENT SOLICITATION 29
2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS 30
2.4 IFB SCHEDULE 30
2.5 BID QUESTIONS 30
2.6 BID SUBMITTAL 31
2.7 ALTERNATE BIDS 31
2.8 BID CONTENTS 32
2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS 32

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS 33

3.1 METHOD OF AWARD 33
3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION 33
3.3 BID EVALUATION PROCESS 34
3.4 PERFORMANCE OUTSIDE THE UNITED STATES 34
3.5 INTERPRETATION OF TERMS AND PHRASES 35

4.0 REQUIREMENTS 35

4.1 CONTRACT TERM 35
4.2 CONTRACT VALUE & QUANTITIES 35
4.3 PRICING 35
4.4 DESCRIPTIVE LITERATURE AND PRICE LISTS 36
4.5 TRANSPORTATION AND IDENTIFICATION 36
4.6 DELIVERY & INSTALLATION 36
4.6.1 DELIVERY FOR STANDARD PRODUCTS 36
4.6.2 DELIVERY FOR CUSTOM ORDERS 37
4.6.3 STANDARD INSTALLATION 37
4.6.4 CUSTOM INSTALLATION 37
4.7 IDENTIFICATION 37
4.8 WARRANTY 38
4.9 MAINTENANCE OPTION 38
4.10 REFERENCES 39
4.11 QUALITY ACCEPTANCE INSPECTION 39
4.12 AUTHORIZED RESELLER 39
4.13 FINANCIAL STABILITY 39

5.0 PRODUCT SPECIFICATIONS 39

5.1 GENERAL SPECIFICATIONS 39
5.2 APPLICABLE STANDARDS 39
5.3 SERVICES 40
5.4 VENDOR REPAIR SERVICES 40
5.5 WHEELCHAIR SERVICE/CONSULTATION 40
5.6 DEVIATIONS 41
5.7 VENDOR'S REPRESENTATIONS 42

6.0 CONTRACT ADMINISTRATION 42

6.1 ACCOUNT MANAGER AND CUSTOMER SERVICE 42
6.2 DISPUTE RESOLUTION 42
6.3 ORDER CHANNEL AND PAYMENT METHOD 43
6.4 CONTINUOUS IMPROVEMENT 43
6.5 HAZARDOUS SUBSTANCE AND/OR OIL SPILLS 43
6.6 QUARTERLY REPORTS 44
6.7 SALES PROMOTIONS 44
6.8 PERIODIC MANAGEMENT REVIEW MEETINGS 44
6.9 PRODUCT RECALL 44
6.10 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS 44
6.11 CONTRACT CHANGES 45
6.12 PRICE ADJUSTMENTS 45
6.13 TAXES 45

ATTACHMENT A: PRICING SUBMITTAL WORKBOOK 46

ATTACHMENT B: INSTRUCTIONS TO VENDORS 47

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS 50

ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION 54

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR 55

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION 56

ATTACHMENT G: SUPPLIER INFORMATION 57

1.0 PURPOSE AND BACKGROUND

1.1 OVERVIEW

The State through the Department of Administration (DOA) Division of Purchase and Contract (P&C) is seeking Vendors for a Statewide Term Contract to supply the State's requirements for **Durable Medical Equipment** throughout the State of North Carolina. The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors that will offer a savings to the State and that 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, and by State higher education institutions (except for the North Carolina Department of Health and Human Services (DHHS), Division of Vocational Rehabilitation Services (DVRS) and 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.

1.2 REGIONS

The State will be divided up into **fourteen (14) regions** to allow maximum coverage and lower delivery costs.

Region I:	Camden, Currituck, Dare, Gates, Pasquotank, Perquimans, Bertie, Hertford, Northampton, Chowan, Hyde, Martin, Tyrrell, Washington
Region II:	Beaufort, Pitt, Carteret, Craven, Pamlico, Greene, Jones, Lenoir
Region III:	Onslow, Pender, Duplin, Sampson, Brunswick, New Hanover
Region IV:	Edgecombe, Halifax, Nash, Wilson, Johnston, Wayne
Region V:	Wake, Durham, Granville, Person, Franklin, Vance, Warren
Region VI:	Robeson, Cumberland, Harnett, Bladen, Columbus
Region VII:	Alamance, Orange, Guilford, Caswell, Rockingham
Region VIII:	Chatham, Randolph, Hoke, Lee, Moore, Montgomery, Richmond, Scotland
Region IX:	Davidson, Rowan, Davie, Forsyth, Stokes
Region X:	Cabarrus, Stanly, Mecklenburg, Anson, Union
Region XI:	Alleghany, Surry, Yadkin, Avery, Caldwell, Watauga, Ashe, Wilkes
Region XII:	Alexander, Catawba, Cleveland, Gaston, Iredell, Lincoln
Region XIII:	Burke, McDowell, Mitchell, Rutherford, Buncombe, Madison, Yancey
Region XIV:	Henderson, Polk, Transylvania, Haywood, Jackson, Swain, Cherokee, Clay, Graham, Macon

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See paragraph #17 of ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS.

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.5. BID QUESTIONS. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. *Vendor's bid shall constitute a firm offer.* **By execution and delivery of a bid in response to this IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	December 5, 2019
Submit Written Questions	Vendor	December 18, 2019– 5:00 PM ET
Provide Responses to Questions	State	December 20, 2019– 5:00 PM ET
Submit Bids	Vendor	January 7, 2020– 2:00 PM ET
Contract Award	State	January 17, 2020
Contract Effective Date	State	February 1, 2020

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to grant.braley@doa.nc.gov by the date and time specified above. Vendors should enter **"IFB # 201901209: Questions"** as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, US Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its bid has been submitted to this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

If applicable to this IFB, sealed bids, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein. Vendors shall deliver to the address identified in the table above: one **(1) paper** and one **(1) electronic copy** (un-redacted) of its executed bid on CD, DVD or flash drive, and, if required for confidentiality, one (1) redacted copy of your bid (with all marked proprietary and confidential Information Redacted) on a separate CD, DVD or flash drive. Clearly mark on the electronic media whether it contains a redacted or unredacted copy.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table, above. File contents **shall NOT** be password-protected but, shall be in .PDF or XLS format, and shall be capable of being copied to other sources. Bids shall be marked on the outside of the sealed envelope with the Vendor's name, IFB number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

MAILING ADDRESS FOR DELIVERY OF BID VIA US POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
BID NO. 201901209 *NC DEPARTMENT OF ADMINISTRATION* *DIVISION OF PURCHASE AND CONTRACT* *ATTN: GRANT F. BRALEY* *1305 MAIL SERVICE CENTER* *RALEIGH NC 27699-1305*	*BID NO. 201901209* *NC DEPARTMENT OF ADMINISTRATION* *DIVISION OF PURCHASE AND CONTRACT* *ATTN: GRANT F. BRALEY* *116 WEST JONES STREET Room 4062 4th Floor* *RALEIGH NC 27603-8002*

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

2.7 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: **"Alternate Bid # 201901209 for (*name of Vendor*)".** Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

2.8 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

a) Title Page: Include the complete company name, address, phone number and authorized representative along with the IFB Number.
b) Completed and signed version of EXECUTION PAGE, along with the body of the IFB, and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
c) Completed version of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK
d) ATTACHMENT B: INSTRUCTIONS TO VENDORS
e) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
f) Completed version of ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION
g) Completed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
h) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
i) Completed and signed version of ATTACHMENT G: SUPPLIER INFORMATION

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a. **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
b. **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
c. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
d. **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
e. **CONTRACT LEAD:** Representative of the Division of Purchase and Contract identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State, and is the individual who will administer The Contract for the State.
f. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
g. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
h. **IFB:** Invitation for Bids.
i. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
j. **OTHER ELIGIBLE ENTITIES:** Entities, other than State Agencies, that are authorized to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Non-profit corporations operating charitable hospitals; Local non-profit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services; Private non-profit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities; Private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; Public school units; Volunteer fire departments, rescue squads.
k. **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
l. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
m. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

n. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Cultural and Natural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of the State Auditor, Office of the State Controller.

o. **STATEWIDE TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities needed across the state for use by multiple entities.

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

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

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded on the basis of merit and qualifications and in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of race, color, national origin, ethnicity, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, or gender identity or expression.

While the intent of this IFB is to award a Contract to multiple Vendor(s) per category and by region, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of the goods or services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so. **A Vendor may bid on one (1) or more regions. Vendor may bid on one (1) or more Product Categories/Manufacturers but MUST provide all items within each category.**

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration. The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.

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

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

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

c) At the date and time specified as the bid opening, the package containing the bids from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and its components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

e) Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Any specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

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

g) 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.

h) Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

a) Total cost to the State

b) Level of quality provided by the Vendor

c) Process and performance capability across multiple jurisdictions

d) Protection of the State's information and intellectual property

e) Availability of pertinent skills

f) Ability to understand the State's business requirements and internal operational culture

g) Particular risk factors such as the security of the State's information technology

h) Relations with citizens and employees

i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the date the Contract is executed by the State (the "Effective Date"). At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for **up to a total of two (2) additional one-year terms**. The State will give the Vendor written notice of its intent whether to exercise each option no later than **90 days** before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 CONTRACT VALUE & QUANTITIES

The total potential purchases under this Contract by mandatory and non-mandatory entities are not currently available for the initial three-year Contract term. No maximum or minimum quantities are guaranteed. The State shall not be obligated to purchase in excess of its normal requirements.

4.3 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. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING SUBMITTAL WORKBOOK and include in Bid.

For Stair Lifts, Ceiling Lifts, Porch/Platform Lifts and Door Openers (auto door strikes, etc.), contract bid price includes standard delivery and standard installation. Any extraneous home modifications or site-preparations associated with equipment installation that go beyond a "standard installation" will be quoted separately per usual and customary charges for labor and materials. These additional installation costs must be approved per the authorizing case manager according to the terms and conditions and engineering specifications that are associated with the particular needs of the project. The State reserves the right to bid outside the contract for site preparations that are required beyond the "standard installation" if scope of work warrants and is deemed advantageous.

4.4 DESCRIPTIVE LITERATURE AND PRICE LISTS

Each Vendor **shall** submit with the bid the manufacturer's price list(s) which cover all models and/or styles offered herein. Altered, or unpublished, price lists may subject your bid to rejection. Vendors are hereby advised that literature, questionnaires, and other data submitted in response to a previous IFB will not suffice for the above requirement nor for any other herein for information. 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.

Bid prices will be based on a percentage discount off the current manufacturer's suggested retail price list (MSRP). Vendor shall provide a single discount for each category, as follows: (a) a single discount for all powered wheelchairs and accessories, (b) a single discount for all manual wheelchairs, patient wheeled chairs, shower chairs and accessories, (c) a single discount for replacement parts, (d) a single discount for scooters, (e) a single discount for seating and positioning products and accessories, (f) a single discount for stair lifts and accessories, (g) a single discount for porch/platform lifts, (h) a single discount for ceiling lifts and accessories, (i) a single discount for hospital beds and accessories, (j) a single discount for mattresses (see pricing information section for specific detail). All discounts offered in response to this IFB shall be applied to these MSRPs.

The Manufacturers' Price Lists that are listed on this bid will be the only approved, dated price lists that will be used to price the products for this contract. Any price list changes will be made by amendment to the awarded contract and updated. Any unapproved price lists or prices charged by the Vendor will result in refunds to the State and may also result in Vendor's removal from the contract.

4.5 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver **Free-On-Board (FOB) Destination** to any requested location within the State of North Carolina with all transportation costs included in the total bid price. **Any usual and customary charges, such as out-of-state or external freight charges that may be applicable for any items listed in this contract should be incorporated into the final bid price.** Freight forwarding charges or inbound shipping charges incurred by a vendor from manufacturers are not applicable and cannot be passed on to the Agency.

In instances where the Vendor makes partial shipments of an order to one destination which is equal to, or greater than, the minimum order, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.6 DELIVERY & INSTALLATION

Successful Vendor(s) must complete delivery within fourteen (14) consecutive calendar days for standard products and within thirty (30) consecutive calendar days for custom orders. See below for definitions and additional delivery details.

4.6.1 DELIVERY FOR STANDARD PRODUCTS

Complete delivery within 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 Lancaster, PA (city, state) within 14 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.

4.6.2 DELIVERY FOR CUSTOM ORDERS

Complete delivery within 30 consecutive calendar days after receipt of purchase order. CUSTOM ORDERS are defined as products or accessories that require custom modifications. For example: To build a custom wheelchair that has features or accessories to accommodate a client with special height, length and width requirements such as (custom back height, seat width, head and leg supports, molded cushions).

Custom Delivery will be made from N/A (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, and label it "4.6 Delivery Response Continued". NO additional upcharges are to be submitted to the Agency for Custom Delivery.

4.6.3 STANDARD INSTALLATION

Standard installation is to be FREE and included for all items except as noted in CUSTOM INSTALLATION. Equipment is delivered already assembled, set-up and/or secured in place and is ready to operate with no additional modifications to the equipment itself or the site.

4.6.4 CUSTOM INSTALLATION

This is only applicable to the installation for Lift Systems (Porch/Platform Lifts, Stair Lifts, Ceiling Lifts) and Door Openers. It is recognized that additional site prep work may be necessary for turnkey and successful installation of these items. Additional USUAL AND CUSTOMARY CHARGES related to an installation are to be quoted beforehand to the local office, approved by the authorizing case manager and billed separately on the final invoice.

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.

Delivery shall not be considered to have occurred until installation set-up 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.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with ATTACHMENT C, 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.

If circumstances beyond the control of the Vendor result in a late delivery, it is the responsibility and obligation of the Vendor to make the details known immediately to the Contract Specialist.

4.7 IDENTIFICATION

The purchase order number, when an order is placed using a purchase order, shall be shown on all 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 shipping manifests. Vendors shall not ship any products until they have received an order.

4.8 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 and agrees to replace defective items within ten (10) calendar days of notification by the Agency. Replacements, adjustments a corrective measures are to be at no charge to the State. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation 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. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion 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.

Is the Vendor 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: ProCare Medical Company

Company Address: 759 Flory Mill Road, Lancaster PA 17601

Contact Person (name): Joel Goodman

Contact Person (phone number): 855-528-0421

Contact Person (email): joel@procare-medical.com

4.9 MAINTENANCE OPTION

Following expiration of the above warranty, Vendor, or third-party service provider listed above, must abide by the following servicing terms regarding post warranty work:

SERVICE CHARGES FOR OUT OF WARRANTY EQUIPMENT and/or GENERAL SERVICING/MAINTENANCE
$ 89.00 Per Labor/Hour at Vendor or Dealer Facility
$ 89.00 Per Labor/Hour for any technician travel (on-the-road time and not providing a service)
$ 89.00 Per Labor/Hour Onsite at Client's / End User's Location
Mileage noted separately on the invoice: Current Standard IRS rate at the time of service.

4.10 REFERENCES

The State reserves the right to require, upon its request, a list of users of the exact items being provided to the State. The State may contact the references.

4.11 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.

4.12 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 with its bid response a signed statement from the manufacturer confirming authorization. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

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

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

4.13 FINANCIAL STABILITY

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.

5.0 PRODUCT SPECIFICATIONS

5.1 GENERAL SPECIFICATIONS

Manufacturer(s) name and product descriptions used in this solicitation are product specific. The items offered in response to this solicitation shall be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

5.2 APPLICABLE STANDARDS

The manufacturer's products bid to the state and delivered under this contract shall be in compliance with, but not limited to, the standards and guidelines of the following organizations:

a) American National Standards Institute/RESNA. Wheelchair standards: part 00 - nomenclature terms and definitions. ANSI/RESNA WCOO.

b) American Academy of Pediatrics. School bus transportation of children with special needs [policy statement]. Committee on Injury and Poison Prevention. RE9401. *Pediatrics* 1994 Jan;93(I):129-30.

c) Canadian Standards Association. Wheelchairs - nomenclature, terms, and definitions [standard]. CAN/CSA-Z323.4.1-86. 1986.

d) Office of Technology Assessment. Market for wheelchairs: innovations and federal policy. NTIS PB85-145944.1984.

e) RESNA (Rehabilitation Engineering Society of North America)/ANSI. Wheelchair standards: part 00 nomenclature terms and definitions

5.3 SERVICES

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) are 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 a factory authorized dealer and authorized to repair, service and sale the manufacturers' brands of equipment that were awarded through this contract. The Vendor shall furnish a manufacturer's letter of support as an authorized dealer, if requested by the agency.

c) Once the Vendor receives notification by the end user or agency representative, the Vendor shall respond 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) The warranted repair work shall be completed within 3-7 calendar days from the end user's service request. The repair provider in such a service request shall not void the manufacturer's warranty in any way. Vendor shall provide the end user with a written estimate of the time to complete repair work.

e) Repairs to equipment still under warranty are not reimbursable under the contract and will included parts, labor, and travel. If the equipment cannot be repaired within 3-7 calendar days after notification, similar or exact equipment must be provided to the client until original equipment can be repaired. **For wheelchairs and scooters, the Vendor must provide a suitable comparable loaner that will temporarily accommodate the disabilities. The agency's authorizing case manager must approve the loaner as suitable for the client / end user.**

f) Warranty work is to be completed at no cost and billable hours cannot exceed 48 hours over a period of 3-7 days.

5.4 VENDOR REPAIR SERVICES

a) The Vendor shall respond via telephone to an end user's repair request(s) **within 48 hours** from the time that the end user has called in a repair request. The Vendor shall respond within this time frame with a plan of action and or scheduled date to address the repair issue at the end user's site, if necessary.

b) The 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. The repairs provided in such a service request shall not void the manufacturer's warranty in any way.

c) When the repair period exceeds the 7 days allowance the Vendor will provide a suitable loaner equipment that will temporarily accommodate the client's disabilities. The agency's representative will approve the loaner as suitable for the client.

5.5 WHEELCHAIR SERVICE/CONSULTATION

a) Consultation:

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

b) Evaluation Team Participation:

- As required by each agency making use of this contract. A thorough seating assessment to be completed on each client by an evaluation team consisting of the Vendor, a Physical and /or Occupational Therapist, an Adaptive Equipment Specialist (may be the Vendor or Vendor's representative, if applicable), and a direct care representative from the agency sponsoring the purchase of the equipment. The evaluation team will 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 specified as a result of the evaluation. Each recommendation will be reviewed by the PT/OT Director and/or the direct care representative from the sponsoring agency 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 sub-contract 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 agencies. 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 should it be called for and pressure mapping. This may be sub-contracted, as long as ATS/ATP participates in the process.
- The Vendor shall have a full-time Maintenance Technician that is qualified to work on all equipment bid and will maintain common repair parts in stock.
- The number of seating assessments/evaluations may vary per agency and per visit. More clients may be seen per visit if evaluations are not for entire new systems, but rather for modification to current wheelchairs. As new systems come in, the number of evaluations may decrease to allow time for fittings and delivery of new equipment.

5.6 DEVIATIONS

The nature of all deviations from the Specifications and Requirements 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 and Requirements, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the General Contract Terms and Conditions in this section.

5.7 VENDOR'S REPRESENTATIONS

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

b) If any goods, services, functions, or responsibilities not specifically described in the Contract are required for Vendor's proper performance, provision and delivery of the goods and services under the Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.

c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of the Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

6.0 CONTRACT ADMINISTRATION

6.1 ACCOUNT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State an account manager(s). The account manager shall be the State's point of contact for contract related issues and other matters which need to be escalated above customer service representatives. The account manager shall be available 8:00 AM to 6:00 PM ET on State business days. If the account manager is out of the office, for any reason, the account manager shall designate an alternate point of contact.

The Vendor shall establish unique customer identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require multiple customer identification numbers. Describe project start-up or the ramp up process that would be necessary if your company was awarded the contract.

6.2 DISPUTE RESOLUTION

The parties agree that it is in its mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the period the Parties are attempting to resolve any dispute, each shall proceed diligently to perform its respective duties and responsibilities under The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 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.

It is understood and agreed that orders will be shipped at the established contract price in effect on **date orders are delivered**. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoicing at variance with this provision will subject the contract to cancellation.

Invoices must include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices.

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

At a Buyer's request, the Vendor shall provide Consolidated Invoicing. A Buyer may request the Consolidated Invoice including a summary of orders in addition to detailed line item information. Consolidated Invoices are to be provided on a cycle and format determined by the Authorized User. In addition to the fields listed above for a standard invoice, Consolidated Invoices are required to include the following data elements:

- Order Dates for Each Order, Agency's Order Number for Each Order, and Extended Costs Separated by Order Dates.

If a Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.5 HAZARDOUS SUBSTANCE AND/OR OIL SPILLS

Vendors hired by the end user shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Vendor or their agent. This responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to the end user. While on end user premises, the Vendor shall comply with all local, State and Federal requirement for the proper handling of hazardous substances and/or oil.

For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which when discharged in any quantity may present an imminent and substantial danger to the public health, welfare AND/OR environment. Oil shall be defined as any oil of any kind and in any form, including but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances. In addition, the Vendor agrees to indemnify and hold the end user harmless against all claims, liabilities and costs, including attorney's fees, incurred in the defense of any claim brought against the end user resulting from such as spill.

6.6 QUARTERLY REPORTS

The Vendor shall provide Quarterly Management Reports to the designated Contract Lead and other ad hoc reports to the designated Contract Lead and/or Buyers. The Quarterly Management Report shall include, at a minimum, information on: items purchased, manufacturer product description, purchased quantities, List Price, price paid, manufacturer name, unit of measure, any additional delivery charges such as specialty packaging or overnight delivery, ordering entity, delivery location, order date, and shipment date for consumables and delivery date for non-routine consumables and submitted to the following e-mail address (PCReports@doa.nc.gov) and copy the Contract Specialist. Vendor shall include all issues identified by the Vendor related to Vendor performance or to the State's usage of the Contract.

Each report shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Word. Vendor shall submit the Quarterly Management Reports by the 15th of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

- **By October 15th**: Q1 Quarterly Management Report for July – September
- **By January 15th**: Q2 Quarterly Management Report for October – December
- **By April 15th**: Q3 Quarterly Management Report for January – March
- **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 initial quarter. Timely submission of all reports shall be a material term of this contract and failure to do so shall constitute a default. Additional related sales information and/or details on user purchases may be required by the State and must be supplied within 30 days upon request. A template for any such report may be provided by the State at its discretion.

6.7 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.

6.8 PERIODIC MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall meet periodically with the State for Management Review meetings. The purpose of these meetings will be to review the quarterly management reports, discuss Vendor performance, address issues, review sales data, review continuous improvement ideas, and discuss any other pertinent topics. These meetings will occur at a time and place approved by the State.

6.9 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.

6.10 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

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

The 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.

6.11 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.

6.12 PRICE ADJUSTMENTS

Prices bid by the Vendor shall be held constant for a period of **180 days after contract award**.

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

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation.

6.13 TAXES

No taxes shall be included in any bid prices.

Attachments to this IFB begin on the next page.

ATTACHMENT A: PRICING SUBMITTAL WORKBOOK

Bid prices shall be based on a percentage discount off the current manufacturer's suggested retail price list (MSRP). For example, a single discount for power wheelchairs, a single discount for all manual wheelchairs and shower chairs, a single discount for scooters and a single discount for seating & positioning products, etc. A space has been provided for a single discount under each category heading for each manufacturer's product lines. The Vendor shall enter the region(s) it plans to submit a response, i.e. **Vendor A submits a bid for 21st Century Scientific for Regions I, V-VIII and XIV.**

Manufacturers Bidding Direct

If a manufacturer is bidding direct, that manufacturer should provide:

1) The current price list as a baseline, a single percentage discount off the current manufacturer's suggested retail price list (MSRP), for each category listed for products and/or accessories and the State of North Carolina net pricing. The pricing shall be per item and include all items covered by this IFB.

2) A list of manufacturer's authorized dealers to sale and service the State agencies. The list is to include the dealer name, mailing address, telephone and fax numbers, and the name of a contact person who will help to administer this contract. This dealer list should be submitted with the bid document.

Dealer representing a Manufacturer

1) A manufacturer should provide the same current manufacturer's suggested retail price list (MSRP) and pricing structure to each and every dealer/vendor. Therefore, all vendors bidding that manufacturer's list will be utilizing the same basis.

2) Each dealer representing a Manufacturer must bid a single percentage discount off the current manufacturer's suggested retail price list (MSRP), for each category listed for products and/or accessories.

ATTACHMENT A: PRCICING SUBMITTAL WORKBOOK **can be accessed by clicking on the underlined link to the left.**

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ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

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

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

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

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

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

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

9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA**: As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of the Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law.

10. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

    - All copies of the bid are printed double sided.
    - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
    - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
    - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.