

Quote Number: **50-NCCCS-06072022**

Vendor: Dentsply



STATE OF NORTH CAROLINA
NORTH CAROLINA COMMUNITY COLLEGE SYSTEM (NCCCS)

Refer <u>ALL</u> Inquiries regarding this RFQ to: Anthony DiSanti Procurement Technician 919-807-7089 disantia@nccommunitycolleges.edu	Request for Quote # 50-NCCCS-06072022
	Quotes will be publicly opened:
	Contract Type: Agency Specific
	Commodity No. and Description: 421519 Dental Hygiene & Preventative Care Equipment and Supplies
	Using Agency: North Carolina Community College System, NCCCS
	Requisition No.:

EXECUTION

In compliance with this Request for Quote (RFQ), 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 quote, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

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

Furthermore, by executing this quote, 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 RFQ, 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 contracts; 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 response to the RFQ, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this quote, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the ATTACHMENTS page within this document.

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

VENDOR: Dentsply North America LLC		
STREET ADDRESS: 221 W. Philadelphia Street, Suite 60W	P.O. BOX:	ZIP: 17401

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CITY & STATE & ZIP: York, PA 17401		TELEPHONE NUMBER: 888-775-4495	TOLL FREE TEL. NO: 888-775-4495
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: Lisa Sanders, Customer Service Manager		FAX NUMBER: 800-278-4344	
VENDOR'S AUTHORIZED SIGNATURE: <i>Lisa Sanders</i>	DATE: 7.29.22	EMAIL: Lisa.Sanders@dentsplysirona.com	

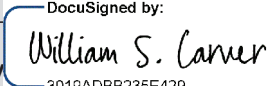
VALIDITY PERIOD

Offer valid for at least 60 days from date of the quote, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted by the State of North Carolina, an authorized representative of NCCCS shall affix his/her signature hereto and this document and all provisions of this RFQ along with the Vendor response and the written results of any negotiations shall then constitute the ^{DS} agreement between the parties ("Contract"). A copy of this acceptance will be forwarded to the successful Vendor(s). *DkGLOS* 9/13/2022

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

DocuSigned by:
 /13/2022
 (Authorized Representative) 3019ADBB235E429...

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1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Quote is to obtain pricing and award an Agency Specific Term Contract for the purchase of **Dentsply Adult Dental X-ray Teaching Training Replicas (DXTTRs) For Dental Assisting & Hygiene** for the North Carolina Community College System on an as needed basis. The North Carolina Community College System offers dental training programs at certain colleges in the state that require this equipment.

The Community College System consists of fifty-eight (58) colleges, to include:

- | | |
|--------------------------------------------------------|-------------------------------------------|
| 1. Alamance Community College, | 29. Lenoir Community College, |
| 2. Asheville-Buncombe Technical Community College, | 30. Martin Community College, |
| 3. Beaufort County Community College, | 31. Mayland Community College, |
| 4. Bladen Community College, | 32. McDowell Technical Community College, |
| 5. Blue Ridge Community College, | 33. Mitchell Community College, |
| 6. Brunswick Community College, | 34. Montgomery Community College, |
| 7. Caldwell Community College and Technical Institute, | 35. Nash Community College, |
| 8. Cape Fear Community College, | 36. Pamlico Community College, |
| 9. Carteret Community College, | 37. Piedmont Community College, |
| 10. Catawba Valley Community College, | 38. Pitt Community College, |
| 11. Central Carolina Community College, | 39. Randolph Community College, |
| 12. Central Piedmont Community College, | 40. Richmond Community College, |
| 13. Cleveland Community College, | 41. Roanoke-Chowan Community College, |
| 14. Coastal Carolina Community College, | 42. Robeson Community College, |
| 15. College of The Albemarle, | 43. Rockingham Community College, |
| 16. Craven Community College, | 44. Rowan-Cabarrus Community College, |
| 17. Davidson County Community College, | 45. Sampson Community College, |
| 18. Durham Technical Community College, | 46. Sandhills Community College, |
| 19. Edgecombe Community College, | 47. South Piedmont Community College, |
| 20. Fayetteville Technical Community College, | 48. Southeastern Community College, |
| 21. Forsyth Technical Community College, | 49. Southwestern Community College, |
| 22. Gaston College, | 50. Stanly Community College, |
| 23. Guilford Technical Community College, | 51. Surry Community College, |
| 24. Halifax Community College, | 52. Tri-County Community College, |
| 25. Haywood Community College, | 53. Vance-Granville Community College, |
| 26. Isothermal Community College, | 54. Wake Technical Community College, |
| 27. James Sprunt Community College, | 55. Wayne Community College, |
| 28. Johnston Community College, | 56. Western Piedmont Community College, |
| | 57. Wilkes Community College, and |
| | 58. Wilson Community College. |

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

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2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference. Vendor may attach its quote to this RFQ for submission; however, any and all additional, modified or conflicting terms and conditions submitted on or with Vendor's quote shall be disregarded and shall not be considered a part of any contract arising from this RFQ. Any attempt to delete or avoid the force of the previous sentence shall render Vendor's quote invalid, and it shall not be considered.

2.2 E-PROCUREMENT FEE DETERMINATION

ATTENTION: The E-Procurement fee applies to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

2.3 MAILING INSTRUCTIONS

Quotes may be submitted via email, in response to this Request for Quote. Submission shall include this RFQ, as provided in section 2.5.

Vendor shall submit quote via email to disantia@ncccommunitycolleges.edu. Insert RFQ 50-NCCCS-06072022 in the subject line of the email.

2.4 QUOTE CONTENTS

Vendor shall populate all attachments of this RFQ that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion. Vendor Responses shall include the following items and they should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, along with the body of the RFQ, and signed receipt pages of any addenda released in conjunction with this RFQ.
- b) Completed version of ATTACHMENT A: PRICING FORM
- c) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- d) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- e) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT G: HUB SUPPLEMENTAL VENDOR INFORMATION

2.5 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFQ are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below and incorporated herein by reference.

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

DXSTR: Advanced Dental X-Ray Trainer

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2.6 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction, or other component within this RFQ, those *shall* be submitted as questions to the Agency prior to submission of a Quote. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an addendum. Other than through this process, and subject to the provisions of Section 2.1, the State rejects and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the quote non-binding or subject to further negotiation. Vendor's response to this RFQ shall constitute a firm offer.

By execution and delivery of a response to this RFQ, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer 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 Quote.

3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded 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 any prohibited grounds as defined by Federal and State law.

The State may obtain quotes from one or more potential Vendors. All quotes will be evaluated, and any award will be based on lowest responsive quote meeting specifications.

3.2 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

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3.3 QUOTE EVALUATION PROCESS

- a) Quotes are requested for the items as specified, or item(s) equivalent in design, function, and performance. The State reserves the right to reject any quote on the basis of fit, form and/or function, as well as cost.
- b) The State shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.
- c) For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
- d) Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the State.

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

3.4 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period and prior to award, all information concerning the quote and evaluation is confidential, and possession of the quotes and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the quote) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State.

3.5 INTERPRETATION OF TERMS AND PHRASES

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

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4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a quote, 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 RFQ. If Vendor is unclear or has any question about the specifications, requirements and terms and conditions herein, it is urged and cautioned to contact the issuing agency Contract Lead as specified in this RFQ.

4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution date

At the end of the Contract's initial term, the Community College System shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms for a total of a five (5) year term. The State will give the Vendor written notice of its intent to exercise each option no later than ninety (90) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

4.2 PRICING

Quote price shall constitute the total cost to Buyer 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 Quote. Complete ATTACHMENT A: PRICING FORM and include with Vendor's Quote.

4.3 ESTIMATED QUANTITIES

Once the contract has been awarded, each community college will determine quantities and issue purchase order(s) as needed throughout the contract period. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities. The successful Vendors shall be required to fulfill the State's complete requirements, nonetheless.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to the specified destination(s) with all transportation costs included in the quoted price.

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

The Vendor shall deliver Free-On-Board (FOB) Destination to the referenced fifty-eight (58) NCCCS college locations Statewide, pursuant to the issued purchase order Ship To address.

Successful Vendor shall make reasonable efforts to complete delivery or about the requested delivery date featured on the purchase order; provided, however, that Buyer acknowledges that the estimated lead time for a new DXTTR is approximately 12-14 weeks. This is based on availability and can change at any time. Vendor is currently experiencing delays with our Natural DXTTRs. Estimated delivery date for Natural DXTTRs is six (6) months or longer after receipt of purchase order.

For completion by Vendor: Delivery will be made from Lancaster, PA (city, state) in accordance with the standard lead times noted above. Promptness of delivery may be used as a factor in the award criteria.

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4.6 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.

4.7 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this RFQ 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.

4.8 RETURN/RESTOCKING POLICY

DXTTR is a made-to-order item, and is non-returnable

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

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

4.9 DELIVERY, OUT-OF-STOCK, AND BACK-ORDERS

The Vendor shall deliver ordered items within two (2) business days from the shipment of order unless prior written approval is obtained from the Buyer. The Vendor shall provide notification to the Buyer when one or more items in an order cannot be shipped within two (2) business days, such as for out-of-stock items that cause fulfillment delay and result in a back-order. After notification to Buyer by Vendor of a back-order, or notification of other fulfillment delay of one or more items in a shipment, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge providing the cancellation occurs before Buyer is notified that the delayed item or order has shipped. Also see reference to back-orders in the requirement On-Time Delivery Rate.

The estimated lead time for a new DXTTR is approximately 12-14 weeks; this is based on availability and can change at any time. ETA for Natural DXTTRs is six (6) months or longer after receipt of purchase order.

4.10 WARRANTY

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

Vendor warrants that all equipment furnished under this RFQ will be new, of good material and workmanship. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the State.

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 through the use of 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

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resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

Vendor warranty against manufacturer defects for a new DXTTR is one year from receipt of order. Warranty for teeth is 90 days. The DXTTR Dental Xray Trainer is intended for the purpose of illustrating proper radiographic techniques. Any other use will be considered misuse and not covered under warranty. CUSTOMER SERVICE 888-775-4495 DPDE-DXTTR@dentsplysirona.com

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

Will the Vendor provide warranty service? YES NO, an authorized third party will perform warranty service

Contact information for warranty service provider:

Company Name: Dentsply North America LLC

Company Address: 221 W. Philadelphia Street, Suite 60W
York, PA 17401

Contact Person (name): DXTTR Specialist

Contact Person (phone number): 888-775-4495

Contact Person (email): DPDE-DXTTR@dentsplysirona.com

4.11 INVOICES

Vendor shall invoice the using agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall 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 shall 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.

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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 must 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 from disqualifying a proposal from further consideration. **Substitutions will not be allowed.**

VENDOR'S RESPONSE

Item #	Specifications	Product/Service Offered Meets Specification
1	DXTTR III Plastic Skull	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2	DXTTR III Natural	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3	Adult DXTTR HF Polymeric Resin	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4	Adult DXTTR HF Natural	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
5	PAN DXTTR	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
6	DXTTR Jr.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
7	DXTTR Case with Foam	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
8	Pan DXTTR Case with Foam	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
9	Standard DXTTR Refurbishment consisting of: Complete evaluation, Replacement of skin and foam, Replacement of molded tongue, New head strap, Labor	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

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5.2 CERTIFICATION AND SAFETY LABELS

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

5.3 VENDOR'S REPRESENTATION

- a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that 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.

Attachments to this RFQ begin on the next page.

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ATTACHMENT A: PRICING FORM**FURNISH AND DELIVER:**

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
546001	1	each	DXTTR III Plastic Skull	\$8,062.95	\$8,062.95
546002	1	Each	DXTTR III Natural	\$16919.70	\$16919.70
546003	1	Each	Adult DXTTR HF Polymeric Resin	\$8,298.15	\$8298.15
546004	6	Each	Adult DXTTR HF Natural	\$18,121.95	\$108,731.70
546005	1	Each	PAN DXTTR	\$17,609.55	\$17,609.55
546006	1	Each	DXTTR Jr.	\$9,049.95	\$9,049.95
547045	6	Each	DXTTR Case with Foam	\$1,395.45	\$8,372.70
547046	1	Each	Pan DXTTR Case with Foam	\$1,395.45	\$1,395.45
DXTTR Repair	1	Each	average refurbishment cost DXTTR Refurbishment	\$3,500.00	\$3,500.00

TOTAL EXTENDED PRICE: \$ 181,940.15

Taxes are added on your invoice in states where applicable.

There is no shipping charge for UPS ground shipping.

This price is valid thru 06/30/2023.

Quote Number: **50-NCCCS-06072022**

Vendor: Dentsply

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_12.2020.pdf

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

The Location of Workers Utilized by Vendor associated with this RFQ is a separate document that can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Vendors-Located-Outside-the-United-States_01.2020.pdf

ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION

The Historically Underutilized Businesses (HUB) Supplier Information associated with this RFQ is a separate document that can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2020.pdf