

# **STATE OF NORTH CAROLINA**

**North Carolina Community College System**

**Invitation for Bid #: 50-NCCCS-06242022**

**Hillrom® Hospital Beds and Accessories**

**Date Issued: August 26, 2022**

**Bid Opening Date: September 13, 2022**

**At 2:00 PM ET**

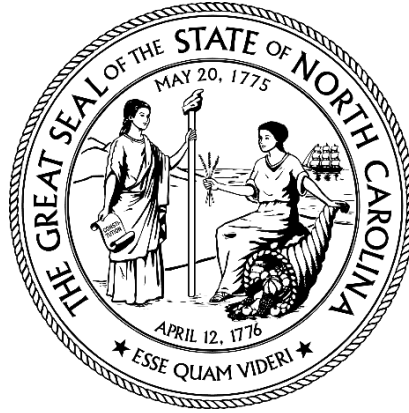
**Direct all inquiries concerning this IFB to:**

Anthony DiSanti

Procurement Technician

Email: [disantia@ncccommunitycolleges.edu](mailto:disantia@ncccommunitycolleges.edu)

Phone: 919-807-7089



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**50-NCCCS-06242022**

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so shall be sufficient cause to reject your bid.**

Hill-Rom Company, Inc.

Vendor Name

5432

Vendor eVP #

Note: For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at

<https://vendor.ncgov.com/vendor/login>

*Electronic responses ONLY will be accepted for this solicitation.*

**STATE OF NORTH CAROLINA**  
**Division of North Carolina Community College System**

Refer <u>ALL</u> Inquiries regarding this IFB to: All correspondence with Vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (Only) based on the schedule in Section 2.4	Invitation for Bids # 50-NCCCS-06242022
	Bids will be publicly opened:
Using Agency:	Commodity No. and Description: 421918 – Patient beds and accessories
Requisition No.:	

**EXECUTION**

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR: Hill-Rom Company, Inc.		
STREET ADDRESS: 1069 State Route 46 East	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Batesville, IN 47006	TELEPHONE NUMBER: 800-445-3730	TOLL FREE TEL. NO: 800-445-3730
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11): Baxter International Inc., One Baxter Parkway, Deerfield, IL 60015		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Nicole Burkhart, Sr. Manager, US Commercial Contracts	FAX NUMBER: 812-934-8189	
VENDOR'S AUTHORIZED SIGNATURE: Nicole Burkhart	DATE: September 19, 2022	EMAIL: 10:14:20 AM PDT nicole.burkhart@hillrom.com

DocuSigned by:  
 Signer Name: Nicole Burkhart  
 Signing Reason: I approve this document  
 Signing Time: September 19, 2022 | 8:59:39 AM PDT

Bid Number: 50-NCCCS-06242022

Vendor: Hill-Rom Company, Inc.

**VALIDITY PERIOD**

Offer shall be valid for at least 120 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
**(Authorized Representative of NCCCS)**

**1.0 PURPOSE AND BACKGROUND.....5**

1.1 CONTRACT TERM..... 1

**2.0 GENERAL INFORMATION ..... 1**

2.1 INVITATION FOR BID DOCUMENT ..... 1

2.2 E-PROCUREMENT FEE.....2

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....2

2.4 IFB SCHEDULE.....2

2.5 BID QUESTIONS.....2

2.6 BID SUBMITTAL.....3

2.7 BID CONTENTS .....3

2.8 ALTERNATE BIDS.....4

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS .....4

**3.0 METHOD OF AWARD AND BID EVALUATION PROCESS .....4**

3.1 METHOD OF AWARD .....4

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....4

3.3 BID EVALUATION PROCESS.....4

3.4 PERFORMANCE OUTSIDE THE UNITED STATES.....5

3.5 INTERPRETATION OF TERMS AND PHRASES .....5

**4.0 REQUIREMENTS ..... 6**

4.1 PRICING.....6

4.2 PRODUCT IDENTIFICATION .....6

4.3 TRANSPORTATION AND IDENTIFICATION.....6

4.4 DELIVERY AND INSTALLATION.....6

4.5 AUTHORIZED RESELLER .....7

4.6 WARRANTY .....7

4.7 MAINTENANCE OPTION .....8

4.8 DESCRIPTIVE LITERATURE .....8

4.9 TRAINING .....8

4.10 MAINTENANCE MANUAL .....8

4.11 INSTRUCTION MANUALS .....8

4.12 HUB PARTICIPATION .....8

4.13 REFERENCES .....8

4.14 VENDOR’S REPRESENTATIONS.....8

4.15 FINANCIAL STABILITY .....9

4.16 AGENCY INSURANCE REQUIREMENTS MODIFICATION .....9

**5.0 PRODUCT SPECIFICATIONS.....9**

5.1 SPECIFICATIONS .....9

5.2 CERTIFICATION AND SAFETY LABELS .....9

**6.0 CONTRACT ADMINISTRATION ..... 10**

6.1 PROJECT MANAGER AND CUSTOMER SERVICE .....10

6.2 CONTINUOUS IMPROVEMENT.....10

6.3 PERIODIC STATUS REPORTS .....10

6.4	INVOICES .....	10
6.5	DISPUTE RESOLUTION .....	10
6.6	RETURN/RESTOCKING POLICY.....	11
6.7	PRODUCT RECALL .....	11
6.8	DEFECTIVE PRODUCTS.....	11
6.9	OUT-OF-STOCK & BACK-ORDERS .....	11
6.10	PRICE ADJUSTMENTS.....	11
6.11	CONTRACT CHANGES .....	11
6.12	POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS.....	12
6.13	TAXES.....	12
6.14	ATTACHMENTS .....	12

## **1.0 PURPOSE AND BACKGROUND**

---

It is the intent of this Invitation for Bids to establish an Agency Specific Term Contract (Brand Specific) to furnish and deliver NEW, unused and in current production commercial and institutional quality, of Hillrom® Hospital Beds and Accessories on an “**As Needed**” basis, if and when ordered by NC Community College System (NCCCS), consisting of the North Carolina Community College System Office (System Office) and the 58 NC Community Colleges during the contract term.

The purpose of this Request for Quote is to obtain pricing and award an Agency Specific Term Contract for the purchase of **Hillrom® Hospital Beds and Accessories** for the North Carolina Community College System.

The Community College System consists of the following colleges:

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

The intent of this solicitation is to award an Agency Specific Contract. Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

[Hillrom Response: Acknowledged](#)

## 1.1 CONTRACT TERM

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

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 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.

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

## 2.0 GENERAL INFORMATION

---

### 2.1 INVITATION FOR BID DOCUMENT

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



## 2.2 E-PROCUREMENT FEE

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

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

## 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

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

## 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	August 25, 2022
Submit Written Questions	Vendor	2:00 PM, September 1, 2022
Provide Responses to Questions	State	2:00 PM, September 6, 2022
Submit Bids	Vendor	2:00 PM, September 13, 2022
Contract Award	State	TBD
Contract Effective Date	State	TBD

## 2.5 BID QUESTIONS

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

Written questions shall be e-mailed to [disantia@ncccommunitycolleges.edu](mailto:disantia@ncccommunitycolleges.edu) by the date and time specified above. Vendors will enter “IFB # 50-NCCCS-06242022 Questions” as the subject for the email. Question submittals will 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 in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

**Hillrom Response:** Acknowledged

## 2.6 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission deadline will be rejected.

### [NC BIDS]

If applicable to this IFB and using NC BIDS, all bid responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Vendors](#) page includes online training videos and a link to [NC BIDS FAQs for Vendors](#).

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

**Hillrom Response:** Acknowledged

## 2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, must include a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor Response
- f) Completed version of ATTACHMENT A: PRICING FORM
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- l) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## 2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #50-NCCCS-06242022 [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services 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. Each bid must be complete and independent of other bids offered.

**Hillrom Response:** Acknowledged

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **NCCCS:** North Carolina Community College System.

**Hillrom Response:** Acknowledged

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

### 3.1 METHOD OF AWARD

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

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications set out herein.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award 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.

All qualified bids will be evaluated, and award or awards made as deemed advantageous or necessary to provide the estimated requirements as to breadth of lines, highest % discount offered off MSRP List, quantity, quality, delivery, service, and/or geographical coverage. It is the State's intent to have all manufacturers' products represented but plans to make only one award. It is the intent of the state to make an award to the Vendor with a combination of the most complete offering and highest % discount offered off MSRP List for a particular manufacturer's product(s). Products offered must currently be available on the manufacturer's published MSRP. Submission of manufacturer's price schedules developed specifically for this Bid WILL result in disqualification from award consideration. The State reserves the right to make partial awards to more than one Vendor of a manufacturer's products within a category, if the State's determines it is in its best interest to do so in order to obtain the most complete offering of a manufacturer's products at the highest % discount offered.

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

**Hillrom Response:** Acknowledged

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

**Hillrom Response:** Acknowledged

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

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

**Hillrom Response:** Acknowledged

**3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

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

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

**Hillrom Response:** Acknowledged

**3.5 INTERPRETATION OF TERMS AND PHRASES**

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as

described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

Hillrom Response: Acknowledged

## 4.0 REQUIREMENTS

---

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

Hillrom Response: Acknowledged

### 4.1 PRICING

Bid price shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Assembly and set-up at the State's location shall be shown as an additional line price for each applicable item. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

Hillrom Response: Acknowledged

### 4.2 PRODUCT IDENTIFICATION

#### BRAND SPECIFIC

Manufacturer(s) name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be by the manufacturer and the 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.

Hillrom Response: Acknowledged

### 4.3 TRANSPORTATION AND IDENTIFICATION

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

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

Hillrom Response: Acknowledged

### 4.4 DELIVERY AND INSTALLATION

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

Vendor shall complete delivery/installation within 20 consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from Batesville, Indiana (city,

state) within TBD consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Successful Vendor(s) shall complete delivery as indicated on ATTACHMENT A-PRICING SUBMITTAL WORKBOOK. All orders shall be delivered to the location specified by the Buyer in the Purchase Order. The specified location may include a loading dock or area inside a building. Awarded Vendor shall notify Buyer at least two (2) business days in advance of a delivery to allow for the availability of agency personnel to receive the product(s) if agency so requires on its purchase order.

Vendor shall furnish all necessary transportation, materials, and supplies as may be required to deliver, install and set-in place ready for owner's use. The successful Vendor(s) shall notify the Buyer when one or more items in an order cannot be delivered within the time specified. After notification to the Buyer of a 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 the delayed item or order has shipped.

Installation of items requiring custom or complex fitting or assembly efforts due to the nature of the item may be billed

*Bid Number: 50-NCCCS-06242022*

Vendor: Hill-Rom Company, Inc.

under the following conditions: the amount of the installation charge is identified in Vendor's catalogue in conjunction



Bid Number: 50-NCCCS-06242022

Vendor: Hill-Rom Company, Inc.

with the relevant item, the Buyer is provided an option to affirmatively accept or decline installation services at the time of ordering, and any approved charge is listed as a separate line item on the purchase order and invoice.

Acceptance and approval of charges for installation of such items shall be at the sole discretion of the Buyer. Any resulting damages to the item or to other State property during the installation by the Vendor shall be repaired at the Vendor's sole expense. General set-up activities needed to make an item ready for use shall not be considered installation and shall be included in the contract price. 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.

Hillrom Response: Acknowledged with exception. Hillrom builds our products based on when the purchase order is received. Current lead time is 4-6 weeks.

#### 4.5 AUTHORIZED RESELLER

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

Vendor is the:  Manufacturer  Dealer  Reseller  Distributor

Authorized:  Yes  No Attached Manufacturer's Authority:  Yes  No  Not applicable

#### QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to insure 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.

Hillrom Response: Acknowledged with Exception. See attached addendum.

#### 4.6 WARRANTY

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

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

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

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

Contact information for warranty service provider:

Company Name: Hill-Rom Company, Inc.

Company Address: 1069 State Route 46 East

Batesville, IN 47006

Contact Person (name): Hillrom Technical Support

Bid Number: 50-NCCCS-06242022

Vendor: Hill-Rom Company, Inc.

Contact Person (phone number): 800-445-3720

Contact Person (email): technical.support@hillrom.com



#### **4.7 MAINTENANCE OPTION**

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer's published specifications and those of this IFB. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred. Except as specifically provided for elsewhere herein, coverage shall be at least for 8:00 am to 5:00 pm, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year. The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING of this IFB, if applicable.

**Hillrom Response:** [Acknowledged](#)

#### **4.8 DESCRIPTIVE LITERATURE**

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid.

**Hillrom Response:** [Acknowledged](#)

#### **4.9 TRAINING**

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

**Hillrom Response:** [Acknowledged](#)

#### **4.10 MAINTENANCE MANUAL**

The Vendor shall provide with each piece of equipment an operation and maintenance manual, and a copy of all warranties.

**Hillrom Response:** [Acknowledged](#)

#### **4.11 INSTRUCTION MANUALS**

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

**Hillrom Response:** [Acknowledged](#)

#### **4.12 HUB PARTICIPATION**

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

**Hillrom Response:** [Acknowledged](#)

#### **4.13 REFERENCES**

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

**Hillrom Response:** [Acknowledged](#)

#### **4.14 VENDOR'S REPRESENTATIONS**

If the bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish

all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**Hillrom Response:** Acknowledged

#### 4.15 FINANCIAL STABILITY

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

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

**Hillrom Response:** Acknowledged

#### 4.16 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

#### 4.17 NC COVID-19 VACCINATION AND TESTING REQUIREMENT

Executive Order 224, signed by Governor Cooper on July 30, 2021, requires all state employees and contractors who may enter facilities at Cabinet Agencies or other participating State Agencies to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. Contractors must follow the requirements of this policy to ensure that their employees are: (1) fully vaccinated or tested weekly, and (2) wearing face coverings where required at Agency facilities. Each Vendor shall certify its acknowledgement and intent to comply with this policy by completing ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY.

**Hillrom Response:** Acknowledged

### 5.0 PRODUCT SPECIFICATIONS

---

#### 5.1 SPECIFICATIONS

The specific manufacturer that the Purchasing Agency is seeking are listed below:

- a) Hillrom

#### 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.

**Hillrom Response:** Acknowledged

## **6.0 CONTRACT ADMINISTRATION**

---

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes

### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall be required to designate and make available to the State a project manager. The project manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service. 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.

**Hillrom Response:** [Acknowledged](#)

### **6.2 CONTINUOUS IMPROVEMENT**

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

**Hillrom Response:** [Acknowledged](#)

### **6.3 PERIODIC STATUS REPORTS**

The Vendor shall be required to provide Contract Usage Management Reports to the designated Contract Lead on an annual basis. This report shall include, at a minimum, information concerning 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 Contract Specialist. Vendor shall include all issues identified by the Vendor related to Vendor performance or to the State's usage of the Contract. These reports 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 Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

**Hillrom Response:** [Acknowledged](#)

### **6.4 INVOICES**

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

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

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

**Hillrom Response:** [Acknowledged](#)

### **6.5 DISPUTE RESOLUTION**

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party

may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**Hillrom Response:** Acknowledged

## 6.6 RETURN/RESTOCKING POLICY

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

**Hillrom Response:** Acknowledged with exception. See attached Hillrom addendum with our restocking fee.

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

## 6.7 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.

**Hillrom Response:** Acknowledged

## 6.8 DEFECTIVE PRODUCTS

In the event a product is found to be defective, Vendor agrees to replace the item immediately or within five (5) business days at no additional charge to the State. Failure to do so may cause Vendor to become ineligible to receive future contract awards or purchase orders.

**Hillrom Response:** Acknowledged

## 6.9 OUT-OF-STOCK & BACK-ORDERS

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

**Hillrom Response:** Hillrom acknowledged.

## 6.10 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for the **first six (6) months** of the Contract.

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 for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

**Hillrom Response with exception:** See Hillrom addendum.

## 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.

**Hillrom Response:** Acknowledged

## **6.12 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 products included in this IFB are expected to cover the NCCC's needs for the term of the Contract. In the case that the NCCC'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 an awarded Vendor in the product category if such products have been duly qualified through PRODUCT SPECIFICATIONS. The price for these added products will be mutually agreed to by the State and the Vendor but shall be assumed to be offered for at least a discount similar to what the Vendor has bid on similar products listed in the IFB. The State may remove products from this Contract at its discretion in accordance with the General Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS. A Vendor may request additions to the contract from time to time, and it is the Vendor's responsibility to submit documentation sufficient to demonstrate that the requested addition meets all relevant requirements of this IFB. This paragraph shall not be construed as implying that the State must or will add any product to the contract, regardless of qualification under the PRODUCT SPECIFICATIONS.

**Hillrom Response:** Acknowledged

## **6.13 TAXES**

No taxes shall be included in any bid prices.

**Hillrom Response:** Acknowledged

## **6.14 ATTACHMENTS**

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:  
<https://ncadmin.nc.gov/documents/vendor-forms>.

**Hillrom Response:** Acknowledged