

STATE OF NORTH CAROLINA

Division of Purchase and Contract

Invitation for Bid #: 202100063

Traffic Tubing

Agency Specific Term Contract

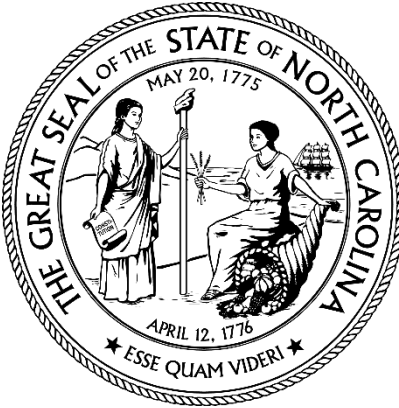
Date Issued: February 24, 2021

Bid Opening Date: March 15, 2021

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

**Richard J. Reber, NCCM
State Procurement Specialist I
Division of Purchase and Contract
984-236-0231 office
richard.reber@doa.nc.gov**



STATE OF NORTH CAROLINA

Invitation for Bids

202100063

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's eVP (Electronic Vendor Portal) 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.**

Vendor Name

Vendor #

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 Purchase & Contracts

Refer <u>ALL</u> Inquiries regarding this IFB to: Richard J. Reber, NCCM richard.reber@doa.nc.gov	Invitation for Bids # 202100063
	Bids will be publicly opened: March 15, 2021 AT 2:00 PM ET
Using Agency: Department of Transportation	Commodity No. and Description: 461615
Requisition No.: 20210115	

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 [INSTRUCTIONS TO VENDORS](#) and the [NORTH CAROLINA GENERAL TERMS AND CONDITIONS](#).

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED

Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

VALIDITY PERIOD

Offer valid for at least 60 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.

BID ACCEPTANCE

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your bid is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the [NORTH CAROLINA GENERAL TERMS AND CONDITIONS](#) as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated

on the attached certification, by _____

(Authorized Representative of NC Division of Purchase and Contract)

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1.0 PURPOSE AND BACKGROUND

The purpose for this Invitation for Bid (IFB) is to establish an Agency Specific Contract for Standard Traffic Tubing to be used by the Transportation Planning Division of The Department of Transportation. The tubing will be used to conduct surveys administered by Traffic Survey Group reporting on the speed, volume, slope, or braking/acceleration of vehicles in a designated highly trafficked area.

This product should be manufactured to the highest quality control standards, including resistant to effects of ozone and ultraviolet light.

Units offered shall be new, unused, and the current model under standard production by the manufacturer.

The intent of this solicitation is to award an Agency Specific Term Contract.

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

1.1 CONTRACT TERM

The Contract shall have a contract term of three (3) years, beginning on the date of contract award (the "Effective Date").

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. 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 entitled ELECTRONIC PROCUREMENT of the [North Carolina General Contract Terms and Conditions](#).

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 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 Section 2.5 BID QUESTIONS. 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, 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 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.**

By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's bid under the terms and conditions of this IFB.

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	February 24, 2021
Submit Written Questions	Vendor	March 3, 2021 by 4:00 PM ET
Provide Responses to Questions	State	March 5, 2021
Submit Bids	Vendor	March 15, 2021 AT 2:00 PM ET
		<p>Due to COVID-19 Requirements of Social Distancing, the Public bid opening for this solicitation will be conducted via conference call.</p> <p><i>To join the bid opening for 202100063.</i></p> <p>Call <u>1-415-655-0003</u> at 2:00 PM</p> <p>Meeting number (access code): 1850032075##</p>

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 richard.reber@doa.nc.gov by the date and time specified above. Vendors will enter "IFB # 202100063: Questions" as the subject for the email. Questions 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.

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. It is the Vendor's sole responsibility to ensure its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received. Any bid received after the bid submission deadline will be rejected.

Attempts to submit a bid via mail, facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

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 bidding 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.

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. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGES
- b) Vendor Response
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed and signed version of [ATTACHMENT D: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING](#) form that confirms that a price matching opportunity is requested
- e) Completed and signed version of [ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR](#)
- f) Completed and signed version of [ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION](#)
- g) Completed and signed version of [ATTACHMENT G: CUSTOMER REFERENCE FORM](#)
- h) Completed and signed version of [ATTACHMENT H: HUB SUPPLEMENTAL VENDOR INFORMATION](#)
- i) Complete sections 4.4, 4.5, 4.8 and 5.1

2.8 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 # 202100063 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.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the bid document. Please refer to this list for meaning as you review the bid document and complete your bid.

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **AMENDMENT:** a document issued to supplement the original solicitation document
- c) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- d) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- e) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- f) **CONTRACT LEAD:** Representative of the AGENCY identified on the first page of this solicitation document 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.
- g) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- h) **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.
- i) **IFB:** Invitation for Bids (a type of solicitation document)
- j) **IPS:** Interactive Purchasing Service
- k) **LOT:** A grouping of similar products within this solicitation document.
- l) **OFFER:** the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

- m) **OFFEROR:** the single legal entity submitting the offer. The term Vendor is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
- n) **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.
- o) **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
- p) **RESPONSIBLE:** Refers to a vendor who demonstrates in its Offer that it has the capability to perform the requirements of the solicitation.
- q) **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the solicitation in all respects to be considered by the State for award.
- r) **RFI:** Request for Information (a type of solicitation document that does not result in a contract)
- s) **RFP:** Request for Proposals (a type of solicitation document)
- t) **RFPQ:** Request for Pre-Qualifications (a type of solicitation document)
- u) **RFQ:** Request for Quotes (a type of solicitation document); in the eProcurement system, RFQs are received through the Collaborative Requisitioning process
- v) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- w) **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.
- x) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural 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, Office of the Secretary of the 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.
- y) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- z) **VENDOR:** Supplier, vendor, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
- aa) **WORK:** All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
- bb) **YOU and YOUR:** Offeror.
- cc) **DOT:** North Carolina Department of Transportation

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. 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.

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 one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to [ATTACHMENT D: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING](#)). If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the vendor, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION and Paragraph 30, COMMUNICATIONS BY VENDORS of the [INSTRUCTIONS TO VENDORS](#).

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 section 2.6.

All bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

At the date and time specified as the bid opening, the bid responses 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 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 sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. 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 submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

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 North Carolina 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 and as otherwise stated in this IFB. If a Vendor is unclear about a requirement 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.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees.

4.2 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

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

4.3 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.

4.4 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

***NC Department of Transportation
5105 Beryl Road
Raleigh, NC 27606***

(VENDOR MUST ALSO DELIVER TO ANY LOCATION IN NORTH CAROLINA IDENTIFIED ON A PURCHASE ORDER.)

[POTENTIAL SHIPPING LOCATION OF TRAFFIC TUBING](#)

Successful Vendor shall complete delivery within twenty (20) consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

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 with its bid response a signed statement from the manufacturer confirming authorization. Failure to provide this statement may 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

4.6 WARRANTY

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

4.7 SAMPLES

Samples to be delivered no later than five (5) days after bid opening date. It is recommended that all samples be delivered before bid opening date of March 15th, 2021. Issuance of purchase order(s) shall not occur until the using Agency has received and accepted the awarded Vendor(s) sample(s).

Samples of Vendor's tubing offered shall be furnished, free of expense, and if not destroyed will, upon request, be returned at the Vendor's expense. A written request for return shall be made no later than thirty (30) days after the bid award, and Vendor shall provide prepaid, pre-addressed shipping label suitable for return of the sample(s). Otherwise, the samples shall become the State's property to be used or disposed of at the State's discretion. Each individual sample shall be labeled with the Vendor's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested as specified above.

Forward samples to:

NC Department of Transportation
5105 Beryl Road
Raleigh, NC 27606

BID NUMBER: 202100063 **Attention:** Ms. Doreen Bencz (919) 835-8041

4.8 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

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

Vendor has attached complete descriptive literature with their submittal? ☐ YES ☐ NO

4.9 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 North Carolina General Contract Terms and Conditions in this section.

4.10 ESTIMATED QUANTITIES

All product quantities listed in the IFB are estimates based on the State's historical and anticipated needs. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities. Estimated quantities shown in ATTACHMANT A: Pricing Form represent an estimated 3-year quantity.

4.11 PRICE ADJUSTMENT

The pricing offered in this IFB shall be fixed for the first year of the contract based on the effective date 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 of 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. Acceptance of any price increases shall be solely at the discretion of the State and shall be in accordance with the attached "Terms and Conditions" for Price Adjustments and/or cancellation procedure.

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.

4.12 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

Post award product substitutions are not permitted without prior written approval from the Contract Administrator at Purchase and Contract. 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.

4.13 FINANCIAL STABILITY

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

4.14 REFERENCES

Vendors shall provide at least three (3) references, using [ATTACHMENT G: 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 proposal.

4.15 VENDOR'S REPRESENTATIONS

If the bid results in an award, the 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 Deliverables.

Vendor expressly assumes full responsibility for prompt notification to the Purchasing Agency 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.

5.0 PRODUCT SPECIFICATIONS

5.1 DETAILED SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications. **Hanna Rubber Co is the preferred manufacture of traffic tubing requested.**

Road Traffic Tubing to be used for data collection method for traffic counting and classification. Road tubes are used to detect vehicle axles by sensing air pulse created by each axle (tire) strike of the tube in the roadway. The air pulse is sensed by the unit and is recorded or processed to create volume, speed, or axle classification data.

DOT may order traffic tubing in lengths of 120' rolls.

Estimated orders may be 4,000' per month, vendors are cautioned these are estimates quantities only.

Must meet the following standards:

ASTM D2000 3BA 620 A14, C12, F17 & G21

The tubing shall be of both **Ethylene Propylene Diene Monomer Rubber (EPDM- rubber)** and **Natural Rubber**.

The following size specifications are being requested. Hardness: 60 +/-5 durometer 1/4" (ID) x 9/16" (OD) X 120'-black

SPECIFICATION	GENERAL PROPERTIES	UNIT	REQUIREMENT	LIMIT	TEST METHOD	Product Offered Meets Specification
1	Hardness	(Shore A)	ASTM Spec below	±	ASTM D2240	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Tensile Strength	PSI	2000	MIN	ASTM D412	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Elongation at Rupture	% Min	400	Approx.	ASTM D412	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Specific Gravity	SG	None	Max	ASTM D297	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Heat Resistance: Tensile	% Change	-25	%Max	ASTM D573-70h@212Fahrenheit	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Heat Resistance: Elongation	% Change	-25	%Max	ASTM D573-70h@212Fahrenheit	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Heat Resistance: Hardness	% Change	+10	%Max	ASTM D573-70h@212 Fahrenheit	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Compression Set	% Change	50	%Max	ASTM D395-B 22H@158 Fahrenheit	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Ozone Resistance- Quality Retention Rating	%Min	100	No cracks	ASTM D1171	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	Low Temp Brittleness	N/A	Pass	No cracks	ASTM D2137	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Tear Resistance	Lb./in.	150	Min	ASTM D624- Die "C"	<input type="checkbox"/> YES <input type="checkbox"/> NO

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

If selected for award, the Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

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 will be discussed at the periodic Business Review Meetings.

6.3 ACCEPTANCE OF WORK

Performance of the work and delivery of goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services or goods are approved as acceptable by the Contract Administrator. The State and the Vendor will negotiate and agree on an acceptable notification process and resubmission period, which will be memorialized in the Contract.

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

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

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.

6.5 DISPUTE RESOLUTION

During the performance of the contract, the parties must 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 term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 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.

6.7 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.

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ATTACHMENT A: PRICING FORM

Vendor shall submit this sheet as the first page after cover sheet of its electronic bid response. During the Bid Opening conducted via Conference Call, Procurement Staff will read the Vendor's name (above) and Manufacture and Model Number and Total Extended Price listed below.

FURNISH AND DELIVER:

ITEM #	ESTIMATED QUANTITY	UOM	DESCRIPTION	UNIT PRICE	TOTAL EXTENDED PRICE (ESTIMATED QUANTITY* UNIT PRICE)
1.	11,280.00	Feet	Hardness: 60 +/-5 durometer 1/4" (ID) x 9/16" (OD) X 120' Type offered: _____ Manufacturer: _____ Model Number: _____	\$ _____	\$ _____

The remainder of this page is intentionally left blank

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

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT 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_09.2020.pdf.

ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING

The Vendor Request for EO50 Price-Matching associated with this IFB is a separate document that is captioned

ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_01.2020.pdf

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

The Location of Workers Utilized by Vendor associated with this IFB is a separate document that is captioned

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR and 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 F: CERTIFICATION OF FINANCIAL CONDITION

The Certification of Financial Condition associated with this IFB is a separate document that is captioned

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION and can be found at the following link:

<https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf>

ATTACHMENT G: REFERENCES

Vendors shall provide at least three (3) references, using the form associated with this IFB is a separate document that is captioned **ATTACHMENT G: REFERENCES** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer-Reference-Template_092020.pdf

ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION

The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

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