

STATE OF NORTH CAROLINA

Department of Transportation

Invitation for Bid #: 54-SBG-11974493

PORTABLE SPEED BUMPS

Date Issued: March 16, 2021

Bid Opening Date: March 29, 2021

At 2:00p.m. ET

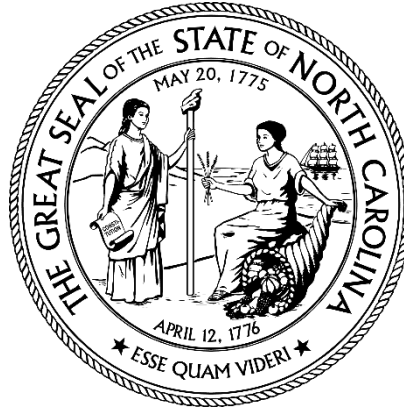
Direct all inquiries concerning this IFB to:

Samantha Bryant Green

Procurement Specialist

Email: slbryant3@ncdot.gov

Phone: (919) 707-2630



STATE OF NORTH CAROLINA

Invitation for Bids

54-SBG-11974493

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>

**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

Refer <u>ALL</u> Inquiries regarding this IFB to: Samantha B. Green Procurement Specialist III Email: slbryant3@ncdot.gov Phone: (919) 707-2630	Invitation for Bids # 54-SBG-11974493
	Bids will be publicly opened: March 29, 2021 at 2:00p.m. E.T.
Using Agency: Department of Transportation	Commodity No. and Description: 5507928 – Speed Bumps
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:		
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 **120** days from date of bid opening, unless otherwise stated here: _____ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

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.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated.</p> <p>on the attached certification, by _____</p> <p style="text-align: center;">Authorized Representative of NC DEPARTMENT OF TRANSPORTATION</p>
--

TABLE OF CONTENTS

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM.....	5
2.0	GENERAL INFORMATION	5
2.1	INVITATION FOR BID DOCUMENT	5
2.2	E-PROCUREMENT SOLICITATION	5
2.3	NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....	5
2.4	IFB SCHEDULE	6
2.5	BID QUESTIONS	6
2.6	BID SUBMITTAL	6
2.7	BID CONTENTS.....	7
2.8	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	8
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS.....	8
3.1	METHOD OF AWARD.....	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	8
3.3	BID EVALUATION PROCESS.....	8
3.4	INTERPRETATION OF TERMS AND PHRASES.....	9
4.0	REQUIREMENTS.....	9
4.1	PRICING	9
4.2	PRODUCT IDENTIFICATION.....	9
4.3	TRANSPORTATION AND IDENTIFICATION	9
4.4	DELIVERY.....	10
4.5	QUALITY ACCEPTANCE INSPECTION	12
4.6	PRODUCT RECALL.....	12
4.7	WARRANTY	12
4.8	INVOICES	13
4.9	VENDOR'S REPRESENTATIONS	13
4.10	FINANCIAL STABILITY	13
5.0	PRODUCT SPECIFICATIONS	14
5.1	SPECIFICATIONS.....	14
6.0	CONTRACT ADMINISTRATION.....	15
6.1	PROJECT MANAGER AND CUSTOMER SERVICE	15
6.2	CONTRACT CHANGES.....	15
	ATTACHMENT A: PRICING FORM	16
7.0	ATTACHMENTS	17
	ATTACHMENT B: INSTRUCTIONS TO VENDORS.....	17
	ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS	17
	ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING.....	17

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION..... 17

ATTACHMENT F: HUB SUPPLEMENTAL SUPPLIER INFORMATION..... 17

1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bid (IFB) is for North Carolina Department of Highway Safety Program to obtain pricing for Portable and Foldable speed bumps to be used for controlling traffic speed on the streets, parking lots, and events. The Vendor must deliver the items to the various County Sheriff's Departments throughout North Carolina state.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of contract award ("the Effective Date.") At the end of the Contract's term, the State shall have the option, in its sole discretion, to extend a contract term for a period of up to 180 days in two (2) 90 day-or-less increments.

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 2.6 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	March 16, 2021
Submit Written Questions	Vendor	March 23, 2021
Provide Responses to Questions	State	March 25, 2021
Submit Bids	Vendor	March 29, 2021
Contract Award	State	ASAP

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 slbryant3@ncdot.gov by the date and time specified above. Vendors will enter "IFB # [IFB Number]: 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. **Sealed bids**, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section **2.6 BID CONTENTS** for details on required content of submitted bids.

**Office Address of delivery by any other method
(special delivery, overnight, or any other carrier).**

BID NUMBER: #54-SBG-11974493
 Attn: Samantha Bryant Green
 North Carolina Department of Transportation
 Purchasing Section – Room 334-B
 1 South Wilmington Street
 Raleigh, NC 27601

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed bid physically in this office by the specified time and date of opening. This is an absolute requirement. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, courier, or other delivery service or method – is entirely on the Vendor.

Vendors shall deliver one **(1) signed, original executed** bid response, one **(1) copy of the signed original executed bid**, one **(1) electronic copy** (flash drive) of its bid to the address identified in the table in this Section. Include only bids in response to this IFB in a **sealed** package. Address package and insert bid number as shown in the table in this Section. The electronic files **shall not** be password-protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Bids shall be marked on the outside of the **sealed** envelope with the Vendor's name, Bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate **sealed** envelopes and marked accordingly. For delivery purposes, separate **sealed** bids from a single Vendor may be included in the same outer package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing 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.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

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) Cover Letter, must include a statement that confirms that the proposer 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
- d) Vendor Response
- e) Completed version of ATTACHMENT A: PRICING
- f) 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 **[Buyer to delete this attachment if not applicable]**
- g) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT F: HUB SUPPLEMENTAL VENDOR INFORMATION

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **IFB:** Invitation for Bid
- b) **NCDOT:** 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. All qualified bids will be evaluated objectively and based on the lowest cost and or most advantageous to the State. NCDOT reserves the right to modify the evaluation criteria or waive portions thereof.

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 bidder, 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 2.7.

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. Priced bids 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 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. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include in bid.

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):

Various DOT locations throughout North Carolina State.

LOCATION	QUANTITIES
Bailey Police Department 6260 Main Street Bailey, NC 27807	1
Boonville Police Department Chief J. Hobson 110 North Carolina Avenue Booneville, NC 27011	2
Chadbourn Police Department T.G. Lovett 602 N. Brown Street Chadbourn, NC 28431	1
China Grove Police Department Jason Fox 205 Swink Street China Grove, NC 28023	2
Craven County Sheriff's Office Sgt. Buddy Clements 1100 Clarks Road New Bern, NC 28563	2
Cumberland County Sherriff's Office Lt. Shawna Leake 131 Dick Street Fayetteville, NC 28301	1
Currituck County Sherriff's Office James Midgett 407 Maple Road Maple, NC 27956	4
Davidson County Sherriff's Office Captain Cory Mann 2511 E. Hwy. 64 Lexington, NC 27292	6
Garysburg Police Department Marcel Goffington 504 Old Highway Road Garysburg, NC 27831	2
Gaston Police Department Cory Dixon 223 Craig Street Gaston, NC 27832	2
Gates County Sherriff's Office James Burkett 202 Court Street Gatesville, NC 27938	2
Jacksonville Police Department Lt. Sean Magill	8

200 Marine Blvd. Jacksonville, NC 28540	
Jones County Sherriff's Office Daniel Pridgen 792 Hwy. 58 S. Trenton, NC 28585	2
Madison County Sherriff's Office Lt. Jeff Elkins 348 Medical Park Drive Marshall, NC 28753	1
Martin County Sherriff's Office Ryan Smith 305 East Main Street Williamston, NC 27892	7
McDowell County Sherriff's Office Captain Jason Grindstaff 593 Spaulding Road Marion, NC 28752	4
Nags Head Police Department Vince E. Hopson 5401 S. Croatan Hwy. Naggs Head, NC 27959	4
New Bern Police Department Monico Hargett 601 George Street New Bern, NC 28560	4
Northhampton County Sherriff's Office Sherriff Jack Smith 105 West Jefferson Street Jackson, NC 27845	4
Polkton Police Department 35 West Polk Street Polkton, NC 28135	3
Randolph County Sherriff's Office Lt. Wilson 727 McDowell Road Asheboro, NC 27205	2
Richlands Police Department 302 S. Wilmington Street Richlands, NC 28574	2
Stantonsburg Police Department Chief Orland Rosario, Jr. 108 E. Commercial Avenue Stantonsburg, NC 27883	1
Taylorsville Police Department Douglas Bowman 65 Main Avenue Drive Taylorsville, NC 28681	2
Whiteville Police Department Sgt. Ward 117 E. Columbus Street Whiteville, NC 28472	4

Successful Vendor shall complete delivery **immediately** 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.

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

4.5 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies, and equipment upon delivery to ensure compliance with the contract requirements and specifications.

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

4.6 PRODUCT RECALL

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

4.7 WARRANTY

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

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. 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: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.8 INVOICES

Vendor shall invoice the Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line-item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices: Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Item Descriptions, Price, Quantity, and Unit of Measure

4.9 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.

4.10 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.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

Traffic Control portable/foldable Speed Bumps to include built-in handles and its own bag for storage and transporting. Speed Bumps. Must be manufactured from high-grade durable polyurethane.

Measurements must be:

Length: 10'

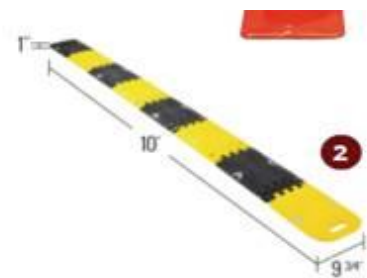
Width: 9-3/4"

Height: 1"

Weight: 23lbs

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.

2. Portable Folding Traffic Speed Bump (250 credits)
Each 10 foot bump features black and yellow sections with built-in hinges, a handle cut-out on each end of the bump, along with reflective directional safety arrows. Traction surface works great in all weather conditions, made with durable polyurethane construction built to last.



VENDOR'S RESPONSE

Item #1	Meets the Above Specifications	Product/Service Offered Meets Specification
		<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 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.

The remainder of this page is intentionally left blank.

ATTACHMENT A: PRICING FORM

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	73	EACH	Portable/Foldable Speed Bumps		

TOTAL EXTENDED PRICE: \$ _____

7.0 ATTACHMENTS

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_12.2020.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: 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 F: 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