



STATE OF NORTH CAROLINA

Department of Transportation

Invitation for Bid #: 54-SBG-11987999

Communications Service Monitor

Date Issued: May 18, 2021

Bid Opening Date: June 1, 2021

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Samantha Bryant

Procurement Specialist

Email: slbryant3@ncdot.gov

Phone: (919) 707-2630



STATE OF NORTH CAROLINA

Invitation for Bids

54-SBG-11987999

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 (919) 707-2630 Slbryant3@ncdot.gov	Invitation for Bids # 54-SBG-11987999
	Bids will be publicly opened: June 1, 2021 @ 2:00 PM ET
Using Agency: North Carolina Department of Transportation	Commodity No. and Description: 251733 – Monitors
Requisition No.: 11987999	

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.

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 Department of Transportation)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bid (IFB) is to obtain pricing from Vendors to furnish and deliver a Monitor for a radio system.

1.1 CONTRACT TERM

This will be a onetime use for this contract; for an initial term of one (1) year, beginning on the date of the contract award (the "Effective Date").

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. 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.**

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	May 18, 2021
Submit Written Questions	Vendor	May 24, 2021
Provide Responses to Questions	State	May 26, 2021
Submit Bids	Vendor	June 1, 2021
Contract Award	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 above due date.

Written questions shall be e-mailed to slbryant3@ncdot.gov by the date and time specified above. Vendors will enter "IFB # **54-SBG-11987999** 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.

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 the items described herein. Refer to Section **2.7 BID CONTENTS** for details on required content of submitted bids.

OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER

BID NUMBER: #54-SBG-11987999

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**, 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.

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.
- g) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT G: CUSTOMER REFERENCE FORM
- j) Completed and signed version of ATTACHMENT H: HUB SUPPLEMENTAL VENDOR INFORMATION

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 #___ 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

A list of commonly used definitions has been provided in the Instructions to Vendors.

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 objectively evaluated, and award or awards will be based on the qualified bid(s) offering the lowest price that meet the requirements 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 one or more-line items or to cancel this IFB in its entirety without awarding a Contract if it is 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 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 methods stated in **sections 2.6 and 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. 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) 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 in accordance with Section 2.5.

4.1 PRODUCT IDENTIFICATION

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. 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):

NCDOT- Steve Riddle – 124 DOT Drive, Asheboro, NC 27205

Successful Vendor shall complete delivery within **thirty (30)** consecutive calendar days after receipt of purchase order unless otherwise specified below.

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 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): _____

4.6 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 of this Invitation for Bid. It shall include all parts, all remedial maintenance labor, all 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 an option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING of this IFB, if applicable.

4.7 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 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.

4.8 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

Communications Service Monitor

5.1 SPECIFICATIONS

The following specifications are intended to facilitate the purchase of a communications service monitor (hereinafter referred to as "the unit"). The specifications describe all the operational test functions that the unit must be able to provide as well as general specifications.

1. The unit to be purchased must be new and unused. Used, reconditioned or demonstration equipment will not be considered. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
2. The unit to be purchased must be covered by the manufacturer's standard warranty. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
3. The unit must be able to operate from 120 volts ac (nominal), and from an internal battery. Power cable(s), battery charger and battery (quantity of two) must be supplied with the unit. Battery must be field-replaceable. *Product/Service offered Meets Specification?* ☐ YES ☐ NO

4. The unit must be enclosed in a durable housing equipped with an extendable bail or retractable front feet to allow positioning the unit at a convenient viewing angle while in use. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
5. The unit must be provided with a hard carrying case to provide basic protection while in transit. It is not necessary for the unit to operate while inside the case. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
6. The unit must be provided with an antenna which will enable the unit to receive radio signals off the air. The antenna must be of telescoping design and must allow reception over a frequency range of 30 MHz to 1000 MHz *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
7. The unit must be equipped with one or more USB interface(s) to allow connection to a personal computer and/or USB memory device. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
8. The unit must be provided with a user manual and any other documentation, hardware, software or firmware needed to make the unit fully operational for the specifications described in the receiver test, transmitter test and audio test sections below. Bound, hard-copy manuals are preferred over manuals on CD or other media, but CDs are acceptable. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
9. The unit must be equipped with a high-stability internal frequency standard, 0.05 parts per million or better. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
10. The unit must be able to accept field upgrades when additional functionality is required. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**

Operational specifications – receiver test

11. The unit must be capable of generating a rf signal over the range of 500 kHz to 1 GHz or greater with 1 Hz resolution or better. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
12. The output rf signal level must be variable over a range of from -130 dBm to 0 dBm with 1 dBm resolution or better. The signal generator must have the capability to display output level in either dBm or microvolts/millivolts, as appropriate for the signal level being used. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
13. The unit must be capable of generating a rf signal with frequency modulation, amplitude modulation or no modulation. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
14. The frequency modulation deviation generated by the unit must be variable over the range of from 0 to ± 10 kHz or greater. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
15. The amplitude modulation generated by the unit must be variable over the range of from 0 to 90 percent or greater. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**
16. The modulating audio frequency of the unit in both frequency and amplitude modulation modes must be variable over the range of from 50 Hz to 10 kHz or greater. Frequency resolution must be 0.1 Hz or better in the range of CTCSS tones and 1 Hz or better at all other frequencies. *Product/Service offered Meets Specification?* ☐ **YES** ☐ **NO**

17. While generating a modulated rf signal connected to a receiver under test, the unit must be able to measure audio distortion in the receiver and SINAD sensitivity of the receiver. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
18. The unit must be capable of generating standard CTCSS tones and single or sequential DTMF tones for testing receiver decoders. These must be selectable or programmable on the front panel of the unit while generating a rf signal. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
19. The unit must be capable of accepting external modulating audio signals. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
20. The unit must be equipped with an oscilloscope function which can display the waveform of audio frequencies being generated for the receiver under test. The oscilloscope must be calibrated so that the frequency and level of the displayed signal can be measured. Alternatively, the audio frequency and level may be shown in fields in the display. *Product/Service offered Meets Specification?* ☐ YES ☐ NO

Operational specifications – transmitter test

21. The unit must be capable of receiving a signal from a transmitter under test, either off the air or directly connected to the unit. The signal must be audible through the unit's internal speaker. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
22. The unit must be capable of measuring the rf output power of the transmitter under test from 1 watt to 120 watts. Overload warning must be provided. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
23. The unit must be capable of measuring the frequency of the transmitted signal with 1 Hz resolution or better. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
24. The unit must be capable of measuring the frequency deviation of a frequency modulated signal over a range of from 100 Hz to 10 kHz or greater. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
25. The unit must be capable of measuring the modulation of an amplitude modulated signal over a range of from zero to 100 percent. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
26. The unit must be equipped with an oscilloscope function which can display the modulated signal, either frequency modulated, or amplitude modulated. The oscilloscope must be calibrated so that the frequency and level of the displayed signal can be measured. Alternatively, the frequency and level may be shown in fields in the display. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
27. The unit must be equipped with a spectrum analyzer function capable of displaying the signal under test in the frequency domain. The spectrum analyzer must be calibrated so that the level, frequency and bandwidth of the signal can be observed. Screen markers must be provided to facilitate measurement. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
28. The unit must be equipped with an internal tracking generator usable over the range of the spectrum analyzer. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
29. A signal observed through the spectrum analyzer function must be capable of being demodulated to an audible level on the unit's internal speaker. *Product/Service offered Meets Specification?* ☐ YES ☐ NO

Operational specifications – audio test

30. The unit must be capable of simultaneously generating two different audio tones when needed. The frequency of at least one of the tones must be continuously variable from the minimum to the maximum of its range. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
31. The unit must have an audio generator output for deriving an audio signal from the unit for testing as needed. Frequency range must be 50 Hz to 10 kHz or greater. This output may serve other functions in different modes of operation. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
32. The unit must have an input for analysis of input audio. Signals incoming to this connector must be displayable through the oscilloscope function. *Product/Service offered Meets Specification?* ☐ YES ☐ NO
33. The unit must be equipped with an audio output which can drive headphones for listening to low-level signals. *Product/Service offered Meets Specification?* ☐ YES ☐ 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 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.

6.3 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.

6.4 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.

6.5 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

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	EA	Communications Service Radio Monitor	\$_____	\$_____

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: 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: CUSTOMER REFERENCE FORM

The Customer Reference Form associated with this IFB is a separate document that is captioned **ATTACHMENT G: CUSTOMER REFERENCE FORM** 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