

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

Invitation for Bid #: 54-SM-12012326

TRAFFIC CABINET EQUIPMENT

Date Issued: 01/03/2022

Bid Opening Date: 01/17/2022

At 2:00 PMET

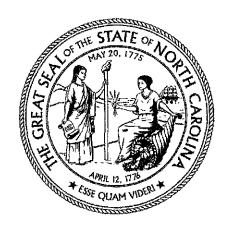
Direct all inquiries contact concerning this IFB to:

Sharon McCalop

Procurement Specialist

Email: stmccalop@ncdot.gov

Phone: 919-707-2638



STATE OF NORTH CAROLINA

Invitation for Bids # 54-SM-12012326

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

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

Econolite Control Products, INC.

Vendor Name

25893

Vendor eVP #

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

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Department of Transportation

Refer ALL Inquiries regarding this IFB to:	Invitation for Bids # 54-SM-12012326
Sharon McCalop	Bids will be publicly opened: 01/17/2022@2:00 pm EST
Procurement Specialist	Zido will be publisty opened. Williams 200 pili 251
stmccalop@ncdot.gov	· · · · · · · · · · · · · · · · · · ·
919-707-2638	
Using Agency: NC Department of	Commodity No. and Description:461-615: Traffic Signal
Transportation	Cabinets, Conflict Monitors and Accessories
Requisition No.: 12012326	

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: ECONOTITE CONTROL PROJECTS, INC.		
STREET ADDRESS: 1250 N. Tustin Ave.	P.O. BOX:	ZIP:
CITY & STATE & ZIP: ANAheim, CA 92807	TELEPHONE NUMBER: (114) 630 -3700	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM A	ABOVE (SEE INSTRUCTIONS TO VE	NDORS ITEM #11):

Bid Number: 54-SM-12012326

Vendor: Econolite Control Moduets, IN. (ECPI)

PRINT NAME & TITLE OF PERSON SIGNING ON BEHAL Jim Madden Regional Vice President - East		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 1/14/22	inadolen & econolite.com
agreement between the parties ("Contract"). Th	withdrawal of this on the written of the written of the NORTH CARO	es otherwise stated here: days, or if offer shall be made in writing, effective upon receipt results of any negotiations, shall constitute the writte olling GENERAL TERMS AND CONDITIONS are prvices being offered, other terms and conditions ma
on the attached certification, by (Authorite	mcCity	ve of NC Department of Transportation)

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Vendor: <u>FCPJ</u>

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1.0 PURPOSE AND BACKGROUND

The State is seeking bids from qualified Vendors for the purchase of Traffic Cabinet Equipment for the North Carolina Department of Transportation location indicated herein.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date")

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

Vendor: <u>FCPI</u>

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

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	01/03/2022
Submit Written Questions	Vendor	01/11/2022@10:00 AM EST
Submit Bids	Vendor	01/17/2022@2:00 PM EST
Contract Award	State	TBD
Contract Effective Date	State	TBD

2.5 BID QUESTIONS

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

Written questions shall be e-mailed to stmccalop@ncdot.gov by the date and time specified above. Vendors will enter "IFB # 54-SM-12012326 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.

2.7 BID SUBMITTAL

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

Mailing address for delivery of bid via US Postal Service

BID NUMBER: 54-SM-12012326

North Carolina Department of TransportationPurchasing Section

1510 Mail Service Center Raleigh, NC 27699-1510 Office Address of delivery by any other method (special delivery, overnight, or any other carrier).

BID NUMBER: 54-SM-12012326

North Carolina Department of Transportation-Purchasing

Section

1 South Wilmington Street

Raleigh, NC 27601

CAUTION: For bids submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting bids by U.S. Postal Service, courier, or other delivery service. Attempts to submit a bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

- a) Submit a signed, original executed bid responses, one (1) un-redacted copy on flash drive.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) Copies of bid files must be provided on separate read-only CD's, DVD's or flash drives. File contents shall NOT be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

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

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

2.8 BID CONTENTS

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

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following Cover Letter, must include a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.

a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.

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Vendor: ECPI

- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor Response
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # 54-SM-12012326 [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

While the intent of this IFB is to award a Contract(s) by composite group and individual item to a single Vendor for all line, 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.

Composite Groups and Individual items:

Items 1-20 as one composite group

Items 21-25 as individual items

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 H: 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 responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors entitled Confidential Information.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

Bid Number: 54-SM-12012326

Vendor: ECPI

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

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. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous 2017 to 2018 year periods. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as

needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 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.

MAKE AND MODEL

Manufacturer's name and model/catalog numbers used in this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from the specifications of the identified item are required to be pointed out in its bid. Vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational and conformational equivalence of the bid item to the identified item.

4.4 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, for all orders equal to, or greater, than the Five Hundred Dollar (\$500) minimum order, when shipped to a single destination.

Orders less than the (\$500) minimum order will be shipped prepaid, with transportation charges added to the invoice as a separate line item.

Transportation charges levied by the Vendor for orders equal, or greater than the (\$500) minimum order, when shipped to a single destination, may be cause for removal of the Vendor from the contract. In instances where the Vendor makes partial shipments of an order to one destination which is equal to, or greater than, the minimum order, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges.

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.

Vendors are required to provide a toll-free phone number for agency to conduct business with the Vendor. If orders are required to be placed with a Vendor's authorized dealer, the dealer will be required to provide a toll-free phone number.

4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to any location in North Carolina.

Vendor shall complete delivery per the consecutive calendar days after receipt of purchase order:

Within 60 consecutive calendar days for items: 3 - 25unless otherwise stated here: days

	EADT	
Vendor:		

Within 90 consecutive calendar days for items: 1 -2 unless otherwise stated here: 120 -150 days.

The State reserves the right to consider delivery schedules offered as a factor in the award of the contract.

Bidders are cautioned that excessive delivery schedules, as determined by this division, may be cause for non-award. The State expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet stated delivery schedules may be cause for removal from the contract.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

If circumstances beyond the control of the Vendor result in a late delivery, it is the responsibility and obligation of the Vendor to make the details known immediately to the Contract Administrator.

For completion by \	/endor:	Delivery v	will be made fror	n Murriet	9. C	A	
(city, state) within	cons	secutive ca	alendar days afte	er receipt of purcha	se order	. Promptne	ss of delivery
may be used as a fac	ctor in th	e award ci	riteria.				

PACKAGING AND SHIPPING INSTRUCTIONS:

Each item is to be completely assembled and individually boxed showing manufacturer's part number, purchase order number, and NCDOT part number (if shown on purchase order) on the outside of the box. The user will refuse shipments of items that are not packaged correctly. These inappropriately packaged items will be returned for proper packaging at the bidder's expense. A packing slip is to accompany each shipment showing part number as ordered on the purchase order and also showing purchase order number.

The successful bidder agrees to the above Packaging and Shipping Instructions.

Yes/No Yes

4.6 AUTHORIZED RESELLER

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

Vendor is the:	Manu	facturer	Dealer	Resell	er	☐ Distributo
Authorized: 🔀 Yes	☐ No	Attached Ma	anufacturer's Au	uthority:]	X Yes	☐ No

4.7 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.

Vendor:	ECP	エ		
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4.8 PERFORMANCE OF WARRANTY REPAIR AND MAINTENANCE

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

Provide manufacturer's warranties on equipment for material and workmanship by the equipment manufacturer and ensure warranty period of at least two years in length from the date of delivery. Include unconditional coverage for all parts and labor necessary or incidental to the repair of defective equipment or workmanship and malfunctions that arise during the warranty period. All warranties and guarantees that are customarily issued by the equipment manufacturer which exceed this requirement shall be acceptable.

Provide authorization to the Traffic Electronics Center of the North Carolina Department of Transportation(NCDOT) to perform all warranty repairs. The decision to perform warranty work at the Traffic Electronics Center by NCDOT electronics technicians or to have warranty work performed by the Vendor shall be at the discretion of the State. Provide any training required by the manufacturer to authorize the Traffic Electronics Center to perform warranty work and furnish parts to the Traffic Electronics Center for all warranty repairs at no cost to the State. In addition, ensure the manufacturer agrees to provide prompt technical support to the NCDOT electronics technicians for a period of one year after the end of the warranty period at no cost to the State. Defective parts replaced under warranty by the Traffic Electronics Center will be returned to the Vendor at the Vendor's request. At the request of the State, perform warranty repairs to equipment which fails during the warranty period at no cost to the State including freight costs to ship repaired equipment back to the Traffic Electronics Center. Ensure all equipment is repaired and returned to the Traffic Electronics Center withing twenty-one calendar days of receipt by the manufacturer.

The successful bidder agrees to provide authorization to the NCDOT Traffic Electronics Center to perform all warranty repairs and agrees to provide schematics, parts, list, and other documentation within two weeks upon request to the NCDOT Traffic Electronics Center.

4.10 SAMPLES/ DESCRIPTIVE LITERATURE

Samples are not required prior to bid opening date; however, samples may be required at a later time. If so requested, Vendor agrees to furnish samples of items offered at no expense to the State within five (5) consecutive calendar days after request is made by the State. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration. Samples are to be properly identified with line-item number, bidder's name, and model number. Requests for the return of the samples must be made within fourteen (14) calendar days following the date samples are received by the State, otherwise samples will become State property. Samples may be retained for any length of time until contract expiration,

Vendor: <u>ECPI</u>

and will be returned, if requested, to the respective bidder(s) at their expense. Bids which do not comply with these requirements, may be subject to rejection.

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) offered and sufficient to determine compliance of the item(s) with the specifications. Each bid shall be accompanied by complete set of the manufacturer's published literature, and price list (s) which shall cover all models and /or styles offered herein. Altered, or unpublished, price list/literature may subject your bid to rejection. Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB will not suffice for the above requirement nor for any other herein for information or questionnaire responses. Failure to include such information may be a sufficient basis for rejection of the bid.

Schematics and Parts Lists: Bidders shall provide schematics, parts lists, and other documentation withing five (5) consecutive calendar days after request is made by the State for the evaluation of the bidder submittal. The Department agrees not to divulge any proprietary information in the schematics, parts list, and other documentation upon request from the Vendor. Failure to provide this documentation by the requested time may result in a rejection for a bid award.

The successful Vendor shall furnish price lists, catalogs, and descriptive literature to any using agency upon request of the agency.

4.11 HUB PARTICIPATION

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

4.12 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has provided goods and services of substantially the same features and quantity to those solicited herein and Vendor's performance has been satisfactory. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

4.13 VENDOR'S REPRESENTATIONS/PERFORMANCE

If the bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables. Vendor warrants those qualified personnel shall provide all services that may be required under the contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent

Bid Number: 54-SM-12012326 Vendor: <u>FCPI</u>

with at least the prevailing business standards in the industry. Vendor shall serve as the prime contractor under the contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract document; and shall not limit Vendor's obligations hereunder.

If any goods, services, functions, or responsibilities not specifically described in the contract are required for Vendor's proper performance, provision, and delivery of the goods and services under the contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract.

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

The performance of each Vendor will be monitored and recorded as necessary over the duration of the contract with respect to satisfactory fulfillment of all contractual obligations. Such performance may include but is not necessarily limited to: delivery, condition of delivered goods, specification compliance of delivered goods, prompt and appropriate resolution of warranty claims, adequate servicing of contract in any and all aspects which the contract may call for, and prompt, complete and satisfactory resolution of any contractual discrepancies other than those resulting from acts of God or from inadequate performance of the State or user. The record of such performance will be considered in the evaluation of future bids. Any bidder whose record identifies inadequate performance on a prior contract with the State, and who has not subsequently demonstrated to the State's complete and sole satisfaction that the causes(both direct and indirect) of such inadequate performance have been removed, may be rejected on that basis.

4.14 FINANCIAL STABILITY

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

4.15 AGENCY INSURANCE REQUIREMENTS

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

Contract value in excess of \$1,000,000.00

4.15 NC COVID-19 VACCINATION AND TESTING REQUIREMENT

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

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Vendor:	ECPI	
vendor:		

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

Equipment herein offered shall be in accordance with the 1) Signals and Intelligent Transportation Systems (ITS) Project Special Provisions (Version 18.5) 2) NCDOT 2018 Standard Specifications for Roads and Structures (Section 1098), and 3) NCDOT 2018 Roadway Standard Drawings (Division 17) with additions and modifications as noted in the attached Traffic Signal Equipment Specifications. Submittals are required to be on the 2018 ITS and Signals Qualified Products List (QPL) if specified in the attached Traffic Signal Equipment Specifications. Equipment offered must be produced by a qualified manufacturer, tested and proved in service, all to the satisfaction of the State. It is understood and agreed that any equipment offered meets the full requirements of these specifications. It should be understood that all items listed in this bid invitation may not show the full requirements of the specifications, but in all cases the requirements of the specifications will govern.

- Signals and ITS Project Special Provisions (Version 18.5):
 <a href="https://connect.ncdot.gov/resources/safety/Congestion%20Mngmt%20and%20Signing/ITS%20And%20Signing/ITS%20And%2
- 2) NCDOT 2018 Standard Specifications for Roads and Structures (Section 1098):
 https://connect.ncdot.gov/resources/Specifications/Stand SpecLibrary/2018%20Standard 0/020
 Specifications %20for%20Roads%20and%20Structures.pdf
- 3) NCDOT 2012 Roadway Standard Drawings (Division 17): https://connect.ncdot.gov/resources/Specifications/2018StandardRdwyDrawings/Division%2017%20Signals%20and%20Traffic%20Management%20Systems.pdf

5.2 SPECIAL TRAINING REQUIREMENTS

1) Model 332 Base-Mount Cabinet Training: The successful Vendor shall provide, at no additional cost to the State, adequate cabinet and cabinet components training to the user immediately after the receipt of purchase order for the first twenty (20) Model 332 Base-Mount Cabinets. Instruction shall consist of two (2) separate schools at the same or, at the discretion of the State, different locations. The State shall provide the facilities for each school. Each school shall consist of a minimum of one and one-half (1 1/2) working days and accommodate a maximum of twenty-five (25) people. The bidder shall provide one (1) 332 basemount cabinet with cabinet components, instruction materials, and all teaching aids for each school. The bidder shall provide training as indicated:

Equipment Training Type	Minimum Training Hours Required
Cabinet Components	
Cabinet Operation	8 Hours
Cabinet Wiring Diagram	
Conflict Monitor	4 Hours

5.3 EQUIPMENT SPECIFICATIONS

1. TRAFFIC SIGNAL EQUIPMENT SPECIFICATIONS

MODEL 332 AND 336S CABINET ASSEMBLIES

Provide 332 base mount cabinets and 336S pole mount cabinets that are listed on the 2018 ITS and Signals QPL by the date of advertisement.

Provide the following items in the 332 base mount cabinet with installed auxiliary output file.

- One (1) Model 2018 Enhanced Conflict Monitor (conform to the attached Traffic Signal Equipment Specifications) — provide conflict monitor in a box and strap the box on top of the pullout drawer for shipping in the cabinet
- One (1) Data Communication Cable (for use between the Model 2018 Enhanced Conflict Monitor and the Model 2070E Controller)
- One (1) Model 242 DC Isolator— provide DC isolator in protective wrapping and secure inside the cabinet for shipping
- Two (2) Model 204 Two Circuit Flashers
- Seven (7) Model 430 Flash Transfer Relays
- Four (4) Yellow Program Jumpers (2 of the 4 jumpers utilize as spares)
- Fourteen (14) Red Program Jumpers (2 of the 14 jumpers utilize as spares)
- Two (2) No Flash Program Jumpers

Provide the following items in the 336S pole mount cabinet.

- One (1) Model 2018 Enhanced Conflict Monitor (conform to the attached Traffic Signal Equipment Specifications) — provide conflict monitor in a box and strap the box on top of the pullout drawer for shipping in the cabinet
- One (1) Data Communication Cable (for use between the Model 2018 Enhanced Conflict Monitor and the Model 2070E Controller)
- One (1) Model 242 DC Isolator provide DC isolator in protective wrapping and secure inside the cabinet for shipping
- Two (2) Model 204 Two Circuit Flashers
- Four (4) Model 430 Flash Transfer Relays.
- Four (4) Yellow Program Jumpers (2 of the 4 jumpers utilize as spares)
- Eight (8) Red Program Jumpers (2 of the 8 jumpers utilize as spares)
- Pole Mounting Hardware

Do not provide Model 222 Detectors and Model 200 Load Switches in the cabinets.

2. TRAFFIC SIGNAL EQUIPMENT SPECIFICATIONS

Provide the Model 242 DC Isolator, Model 252 AC Isolator, Model 200 Load Switch, Model 204 Flasher, and

Model 206L Power Supply Module that conform to CALTRANS Transportation Electrical Equipment Specifications (TEES) (dated March 12, 2009, plus Errata 1 dated January 21, 2010).

Provide the Auxiliary Output File, Power Distribution Assembly (Power Supply Module not required), and Model 430 Flash Transfer Relay that meet the City of Los Angeles' Specification No. 54-035-08,

Bid Number: 54-SM-12012326

Vendor: ECPI

Traffic Signal Cabinet Assembly Specification (dated July 2008). Do not provide the six (6) Model 200 Load Switches for the Auxiliary Output File

Include the following items with the Auxiliary Output File when delivered separately from the cabinet.

- Wiring bundle between the TA terminal and the cabinet
- Two (2) Yellow Program Jumpers
- Six (6) Red Program Jumpers
- Two (2) No Flash Program Jumpers
- Three (3) Model 430 Flash Transfer Relays

3. TRAFFIC SIGNAL EQUIPMENT SPECIFICATIONS

MODEL 2018 ENHANCED CONFLICT MONITORS

Furnish Model 2018 Enhanced Conflict Monitors that meet the requirements in Section 3.6.D of the I TSS Project Special Provisions (Version 18.5)

4. MODEL 2010 ENHANCED CONFLICT MONITORS

Furnish Model 2010 Enhanced Conflict Monitors that provide monitoring of 16 channels. Ensure each channel consists of a green, yellow, and red field signal input. Ensure that the conflict monitor meets the electrical and environmental requirements in section 1.8 of the CALTRANS Transportation Electrical Equipment Specifications dated August 16, 2002 (hereafter referred to as CALTRANS's 2002 TEES). The Department reserves the right to view the certification of the electrical and environmental testing results.

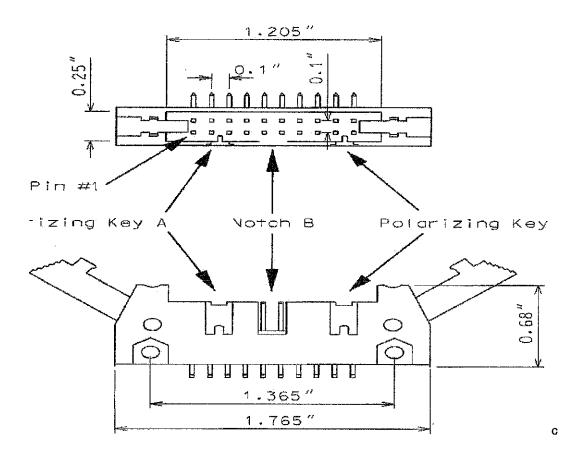
Ensure the conflict monitor is provided with a 16-channel conflict programming card. Pin 16 and Pin T of the programming card shall be connected together. Ensure that the absence of the conflict programming card will cause the conflict monitor to trigger (enter into fault mode), and remain in the triggered state until the programming card is properly inserted and the conflict monitor is reset.

Provide a conflict monitor that incorporates LED indicators into the front panel to dynamically display the status of the monitor under normal conditions and to provide a comprehensive review of field inputs with monitor status under fault conditions. Ensure that the monitor indicates the channels that were active during a conflict condition and the channels that experienced a failure for all other per channel fault conditions detected. Ensure that these indications and the status of each channel are retained until the Conflict Monitor is reset. Furnish LED indicators for the following:

- AC Power
- VDC Failed
- WDT Error
- Conflict
- Red Fail
- Dual Indication
- Yellow/Clearance Failure
- Program Card/PC Ajar
- Monitor Fail/Diagnostic Failure
- Channel Indicators (One indicator for each green, yellow, and red field signal input for each channel)

In addition to the connectors required by CALTRANS's 2002 TEES, provide the conflict monitor with a red interface connector mounted on the front of the monitor. Ensure the connector is a 20 pin, right

angle, male connector with latching clip locks and polarizing keys. Ensure the right-angle solder tails are designed for a 0.062" thick printed circuit board. Keying of the connector shall be between pins 3 and 5, and between 17 and 19. Ensure the connector has two rows of pins with the odd numbered pins on one row and the even pins on the other row. Ensure the connector pin row spacing is 0.10" and pitch is 0.10". Ensure the mating length of the connector pins is 0.24". Ensure the pins are finished with gold plating 30V" thick.



Ensure the red interface connector pins on the monitor have the following functions:

1	Channel 15 Red	Function		Function
1	Channel 15 Red			
	Chainer 15 Reu	2	Channel 16 Red	
3	Channel 14 Red	4	Chassis Ground	
5	Channel 13 Red	6	Special Function 2	
7	Channel 12 Red	8	Special Function 1	
9	Channel 10 Red	10	Channel 11 Red	
11	Channel 9 Red	12	Channel 8 Red	
13	Channel 7 Red	14	Channel 6 Red	
15	Channel 5 Red	16	Channel 4 Red	
17	Channel 3 Red	18	Channel 2 Red	

19

Channel 1 Red

20

Red Enable

Ensure that the removal of the P-20 red interface ribbon cable will cause the monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Provide Special Function 1 and Special Function 2 inputs to the unit which shall disable only Red Fail Monitoring when either input is sensed active. A Special Function input shall be sensed active when the input voltage exceeds 70 Vrms with a minimum duration of 550 ms. A Special Function input shall be sensed not active when the input voltage is less than 50 Vrms or the duration is less than 250 ms. A Special Function input is undefined by these specifications and may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms or the duration is between 250 ms and 550 ms.

Ensure the conflict monitor recognizes field signal inputs for each channel that meet the following requirements:

- consider a Red input greater than 70 Vrms and with a duration of at least 500 ms as an 'l on'' condition;
- consider a Red input less than 50 Vrms or with a duration of less than 200 ms as an "off condition (no valid signal);
- consider a Red input between 50 Vrms and 70 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications;
- consider a Green or Yellow input greater than 25 Vrms and with a duration of at least 500 ms as an
 "on" condition:
- consider a Green or Yellow input less than 15 Vrms or with a duration of less than 200 ms as an "off condition; and
- consider a Green or Yellow input between 15 Vrms and 25 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications.

Provide a conflict monitor that recognizes the faults specified by CAL TRANS's 2002 TEES and the following additional faults. Ensure the conflict monitor will trigger upon detection of a fault and will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input for the following failures:

- 1) Red Monitoring or Absence of Any Indication (Red Failure): A condition in which no "on" voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070E controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less than 750 ms when used with a 170 controller and 1200 ms when used with a 2070E controller, ensure conflict monitor will not trigger. Have red monitoring occur when both the following input conditions are in effect:
 - a. Red Enable input to monitor is active (Red Enable voltages are "on" at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and
 - b. neither Special Function 1 nor Special Function 2 inputs are active.

- 2) Short/Missing Yellow Indication Fault (Clearance Error): Yellow indication following a green is missing or shorter than 2.7 seconds (with ± 0. I-second accuracy). If a channel fails to detect an "on" signal at the Yellow input for a minimum of 2.7 seconds (± 0.1 second) following the detection of an "on" signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. This fault shall not occur when the channel is programmed for Yellow Inhibit or when the Red Enable signal is inactive.
- 3) Dual Indications on the Same Channel: In this condition, more than one indication (RIY,G) is detected as "on" at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor.
- 4) Configuration Settings Change: The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card indicator to flash. Ensure that configuration change faults are only reset by depressing and holding the front panel reset button for a minimum of three seconds. Ensure the external remote reset input does not reset configuration change faults.

Ensure the conflict monitor will trigger and the AC Power indicator will flash at a rate of 2 Hz \pm 20% with a 50% duty cycle when the AC Line voltage falls below the "drop-out" level. Ensure the conflict monitor will resume normal operation when the AC Line voltage returns above the "restore" level. Ensure the AC Power indicator will remain illuminated when the AC voltage returns above the "restore" level. The "drop-out" level is at 98 Vrms and the "restore" level is at 103 Vrms with timing at 400 ms. Should an AC Line power interruption occur while the monitor is in the fault mode, then upon restoration of AC Line power, the monitor will remain in the fault mode and the correct fault and channel indicators will be displayed.

Provide a flash interval of at least 6 seconds and at most 10 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of 4 Hz \pm 20% with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the "restore" level. If the watchdog input has not made 5 transitions between the True and False state within 10 \pm 0.5 seconds, the monitor shall enter a WDT error fault condition.

Ensure the conflict monitor will monitor an intersection with a minimum of four approaches using the foursection Flashing Yellow Arrow (FYA) vehicle traffic signal as outlined by the NCHRP 3-54 research project for protected-permissive left turn signal displays. Ensure the conflict monitor will operate in the FYA mode and FYAc (Compact) mode as specified below to monitor each channel for the following fault conditions: Conflict, Red Fail, Dual Indication, and Clearance, provide a switch to select between the FYA mode and FYAc mode. Provide a switch to select each FYA phase movement for monitoring.

FYA mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 9 Red	Channel 10 Red	Channel 11 Red	Channel 12 Red
Yellow Arrow	Channel 9 Yellow	Channel 10 Yellow	Channel 11 Yellow	Channel 12 Yellow
Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 1 1 Green	Channel 12 Green
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Greer

FYAc mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 1 Red	Channel 3 Red	Channel 5 Red	Channel 7 Red
Yellow Arrow	Channel 1 Yellow	Channel 3 Yellow	Channel 5 Yellow	Channel 7 Yellow
Flashing Yellow Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green
Green Arrow	Channel 9 Green	Channel 9 Yellow	Channel 10 Green	Channel 10 Yellow

Ensure that the conflict monitor will log at least nine of the most recent events detected by the monitor in nonvolatile EEPROM memory (or equivalent). For each event, record at a minimum the time, date, type of event, status of each field signal indication with RMS voltage, and specific channels involved with the event. Ensure the conflict monitor will log the following events: monitor reset, configuration, previous fault, and AC line. Furnish the signal sequence log that shows all channel states (Greens, Yellows, and Reds) and the Red Enable State for a minimum of 2 seconds prior to the current fault trigger point. Ensure the display resolution of the inputs for the signal sequence log is not greater than 50 ms.

Provide a RS-232C/D compliant port (DB-9 female connector) on the front panel of the conflict monitor in order to provide communications from the conflict monitor to the 170/2070E controller or to a Department furnished laptop computer. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Ensure that the controller can receive all event log information through a controller Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070E). Provide a Windows based graphic user interface software to communicate directly through the same monitor RS-232C/D compliant port to retrieve and view all event log information to a Department furnished laptop computer. The RS-232C/D compliant pod on the monitor to function as a DCE device with pin connections as follows:

Pin Number	Function	1/0
1	DCD	0
2	TX Data	0
3	RX Data	1
4	DTR	ī
5	Ground	_
6	DSR	0
7	CTS	1
8	RTS	0
9	NC	-

6. TRAFFIC SIGNAL EQUIPMENT SPECIFICATIONS CABINET BASE ADAPTERS AND EXTENDERS

Fabricate cabinet base adapters and extenders from the same materials and with the same finish as the cabinet housing. Fabricate base adapter and extender in the same manner as controller cabinets, meeting all applicable specifications called for in Section 6.7 of the CALTRANS TEES (3/12/2009). Install all necessary hardware to attach the base adapter and extender to the cabinet housing.

7. TRAFFIC SIGNAL EQUIPMENT SPECIFICATIONS PREEMPTION AND SIGN CONTROL BOX

Furnish Preemption and Sign Control Box that meet the requirements in Section 3.6.E of the ITSS Project Special Provisions (Version 18.5) and that is listed on the 2018 ITS and Signals QPL by the date of advertisement.

8. TYPE 222 TWO CHANNEL CARD RACK DETECTORS

Furnish Type 222 Two Channel Card Rack Detectors that meet the requirements in Section 3.9 of the ITSS Project Special Provisions (Version 18.5) and that are listed on the 2018 ITS and Signals QPL by the date of advertisement.

9. TS2 TWO CHANNEL CARD RACK DETECTORS

Furnish TS2 Two Channel Card Rack Detectors that meet the requirements in Section 3.11 of the ITSS Project Special Provisions (Version 18.5).

10. TSI TWO CHANNEL SHELF MOUNT DETECTORS

Furnish TSI Two Channel Shelf Mount Detectors that meet the requirements in Section 3.10 of the ITSS Project Special Provisions (Version 18.5).

Vendor:	ECPI	
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2018 ITS and Signals QPL for Model 332 and Model 336S Cabinets

Note: The bidder associated line-item submittal with a model number that does not <u>exactly match</u> the model numbers in the below list may be rejected.

Model 332 Base Mount Cabinet with installed Auxiliary Output File - Line item 1

Manufacturer	Model Number
McCain Traffic Supply	M46619
MoboTrex, Inc.	JBS2332TNC04 (Rev. 6)
Safetran Brand by Econolite	STCABS#2099 (S70323 Rev. 1)
Safetran Brand by Econolite	STCABS#2122 (S70453 Rev. NC)

Model 336S Pole Mount Cabinet without Auxiliary Output File - Line item 2

Manufacturer	Model Number
McCain Traffic Supply	M47507
MoboTrex, Inc.	JBS2336TNC03 (Rev. 8)
Safetran Brand by Econolite	STCABS#2098 (S70325 Rev. 1)
Safetran Brand by Econolite	STCABS#2120 (S70454 Rev. NC)

Preemption and Sign Control Box-Line item 21

Manufacturer	Model Number
Control Technologies	2299-101
MoboTrex, Inc.	Dwg. No. RG-NC232RRPRE
Safetran Brand by Econolite	087613D33X-00

Type 222 Two Channel Card Rack Detector -Line Item 22

Manufacturer	Model Number
Diablo Controls, Inc.	DSP 222
EDI	LM 222
Northstar Controls LLC	N222
Reno A&E	222

Vendor: <i>ECPI</i>

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.

VENDOR'S RESPONSE

Specifications	Product/Service Offered Meets Specification
Meet Equipment Specifications(as listed above) and listed as line items 1-25 on Attachment A	X YES □ NO

5.2 CERTIFICATION AND SAFETY LABELS

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

5.3 DEVIATIONS

J.J	DEVIATIONS
and the	sture of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, the considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, se successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail or on an attached sheet. However, no implication is made or intended by the State that any deviation will be table. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

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

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 POST AWARD PRODUCT SUBSTITUTIONS

Post award product substitutions are not permitted without prior written approval from the State. 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 case to hold the Vendor in default or for removal from the contract.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of work products shall be based on the following criteria: specifications and packing requirements

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a 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 to 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 specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 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.

ITEM	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	400	Fach	Model 332 Base Mount Cabinet with installed Auxiliary Output file Material#619023230	697480	\$ 697,480.00
1	100	Each	Manufacturer: Safefnan By Econolite Model:	\$_ 	\$ <u>611,100.</u>
			STCAB 2099		
			Model 336S Pole Mount Cabinet without Auxiliary Output File		
2	10	Each	Material#619023220 Manufacturer: SAFETNAN BY ECONOLITE	\$ 6.016.80	\$ 60,168.°°
			Model: STCAB2098		
			Auxiliary Output File		
3	1	Each	Material#619033110 Manyfacturer: SAfe+AAA BY Econolite Model: 289731A33X	\$ 629 10	s 629 10

Vendor: ECPI

6.7 DISPUTE RESOLUTION

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

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party within thirty (30) days after delivery of notice either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 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.

6.9.1 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for 6 months from 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 for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

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

6.10 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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Vendor: <u>FCPI</u>

Did Hallibol, CT			veridor		
			Model 242 DC Isolator (2 Channel)		
			Material#619033190		
.4	100	Each	Manufacturer:	\$ 31.60	\$ 3,160.00
			PDC		
			Model:		
			0744500010		
			Model 252 AC		:
			Isolator(2 Channel)		
			Material#619033100 Manufacturer:	0 2 30	90
5	60	Each	PDC	\$ 33. 30	\$
			Model:		
			0744500100		
			Model 2018 Conflict monitor (for non-		
			Ethernet connected		
6	20	.	monitors) Material#619033174		
0	30	Each	Manufacturer:	\$ 708.00	6 21 240 <u>00</u>
			EDI	\$	\$ 21,240
			Model:		
			0712010780		

Vendor: ECPT

7	30	Each	Model 2018 Conflict Monitor(for Ethernet communication monitors) Material#619033174 Manufacturer: EDI Model: 1/33-/40	\$ 865. ²⁰	\$ 25,971.°°
8	10	Each	Program Card (for Model 2018 conflict monitor) Material#619033182 Manufacturer: EDI Model: //33-/56	\$_5360	\$ 536 <u>°</u>
9	30	Each	Model 2010 Conflict Monitor (for non- Ethernet Connected monitors) Material#619033180 Manufacturer: EDI Model: 07/20/0670	\$ 615.40	\$ 18,462 °C

Vendor: Econolite Control Products, INC. (ECPI)

			Model 2010 Conflict		
10	10	Each	Monitor (for Ethernet Connected monitors) Material#619033165 Manufacturer: EDT Model:	\$ 781 <u>, 10</u>	\$ 7,811. **
			0/120/0630		
11	10	Each	Program Card (for Model 2010 Conflict Monitor) Material#619033182 Manufacturer: EDI Model: 67/20/0675	\$ 45. 10	\$ 451.°°
12	30	Each	Model 430 Flash Transfer Relay Material #619033200 Manufacturer: Shaurhers-Duw Model: 0767/04800	\$ 24.50	\$ 735 <u>00</u>

Model 200 Load Switch Material#619033300 Manufacturer: PDC Model: Model 204 Flasher(Two Circuit) Material#619033210 Manufacturer: PDC Model: Model: S 23.20 S 690.20 S 690.20	Bia Number: 54-5			vendor		
13 600 Each						
Model: Model 204				Material#619033300	•	
Model: Model 204	13	600	Fach		\$ 22.00	s 13200 00
Model 204 Flasher(Two Circuit) Material#619033210 Manufacturer: PDC Model: Power Distribution Assembly (without power supply module) Material#619033400 Material#619033400 Manufacturer: SHOMAN Sy Franclife Model:			20017	PDC	7	
Flasher(Two Circuit) Material#619033210 Manufacturer: PDC Model: Power Distribution Assembly (without power supply module) Manufacturer: \$ 23.50 \$ 690.50 \$ 690.50 Manufacturer: \$ 442.50 Manufacturer: \$ 642.50 Manufac				Model:		
Flasher(Two Circuit) Material#619033210 Manufacturer: PDC Model: Power Distribution Assembly (without power supply module) Manufacturer: \$ 23.50 \$ 690.50 \$ 690.50 Manufacturer: \$ 442.50 Manufacturer: \$ 642.50 Manufac						
Flasher(Two Circuit) Material#619033210 Manufacturer: PDC Model: Power Distribution Assembly (without power supply module) Manufacturer: \$ 23.50 \$ 690.50 \$ 690.50 Manufacturer: \$ 442.50 Manufacturer: \$ 642.50 Manufac						
Assembly (without power supply module) 15 1 Each Manufacturer: Power Distribution Assembly (without power supply module) Material#619033400 Manufacturer: SAGRAN BY FONOLITE Model:						
Model: Power Distribution Assembly (without power supply module) Material#619033400 Manufacturer: SAGARAN BY FONOLITE Model:				Material#619033210		
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Assembly (without power supply module) 15 1 Each Material#619033400 Manufacturer: SAFOFRAN BY FCONOLITE Model:				:		
Assembly (without power supply module) 15 1 Each Material#619033400 Manufacturer: SAFOFRAN BY FCONOLITE Model:	:					
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module) 15 1 Each Material#619033400 \$ 642.50 \$ 642.50 Manufacturer: SAFetran By Froncite Model:						
Manufacturer: SAFeFRAN BY FCONOLITE Model:						
Model:	15	1	Each	Material#619033400	\$ 642.50	\$ 642.50
Model:			*	Manufacturer: SAfetRAN By		
				Econolite		
332-1088-501				1		
				332-1088-501		

Vendor: ECPI

					
			Model 206L Power Supply Module		
			Material#619033402		1
16	60	Each	Manufacturer:	\$ 158.70	\$ 9522 00
			JASPER	, <u>, , , , , , , , , , , , , , , , , , </u>	, <u>, , , , , , , , , , , , , , , , , , </u>
	The state of the s		Model:		
			0764200025		
17	100	Each	12-inch-tall Cabinet Extender Model 332 Base Mount Cabinet Material #61902330 Manufacturer: Safeman By	\$263.20	\$26,320°
			Econolite Model: 087914Q332-00		
			18-inch-tall Cabinet Extender for 332 Base Mount Cabinet		
18	20	Each	Material #619023310	\$ 409 <u>50</u>	\$ 8190 °°
	·		Manufacturer: Safetaau By Econolite Model:		•
			087846Q33Z-0	>	

Vendor: ECPI

Bid Nutriber, 34-3	JIII 700000X		Volladi:		
19	1	Each	12-inch-tall Cabinet Extender for Model 336S Pole Mount Cabinet Material#619023330 Manufacturer: SAFEHAN BY Econolite Model:	\$ 295.80	\$ 295.80
20	1	Each	Cabinet Base Adapter12"(NEMA to 170) Material#619023320 Manufacturer: SAFE+RAN BY Econolite Model: 089386 Q332-00	\$ 253 €°	\$253 <u>60</u>
21	5	Each	Preemption and Sign Control Box Material#609033450 Manufacturer: Safe faar By Econolite Model: 0876/3D33X-00	\$ 409 ⁹⁰	\$ 2049. 5 0

22	350	Each	Type 222 Two Channel Card Rack Detector Material#611033510 Manufacturer: Diablo Model: DSP222	\$ 98 <u>/0</u>	\$ <u>34,335</u>
23	5	Each	TS2 Two Channel Card Rack Detector without Timing Material#613032510 Manufacturer: Dinblo Model: DSPZZZ	\$ 100 <u>10</u>	\$ 500,50
24	5	Each	TS2 Two Channel Card Rack Detector with Timing Material#613032520 Manufacturer: Dindlo Model: DSP-222T	\$ 10910	\$ 545. SD

	1
Bid Number:	54-SM-XXXXXX

Bid Number: 54-SM-XXXXXX		Vendor: EC	PL	
25 5	Each	LMD302T TS1 Two Channel Shelf Mount Detector with Timing(including		\$ 2,839.00
		2/2/11/10		-

TOTAL EXTENDED PRICE \$ 4 938, 024. 50