

STATE OF NORTH CAROLINA

Invitation for Bids

SBG-10262021

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.**

Wavetronix LLC

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>

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

**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

| | |
|--|---|
| Refer <u>ALL</u> Inquiries regarding this IFB to: Samantha B. Green Email: sibryant3@ncdot.gov Phone: 919-707-2630 | Invitation for Bids # 54-SBG-20211006 |
| | Bids will be publicly opened: November 15, 2021 @ 2:00pm E.T. |
| Using Agency: Department of Transportation Requisition No.: | Commodity No. and Description: 550-17 Microwave Multiple Zone Vehicle Detection Equipment |

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 shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

| | | |
|---|-------------------------------------|-------------------------------------|
| COMPLETE/FORMAL NAME OF VENDOR: Wavetronix LLC | | |
| STREET ADDRESS: 1827 West 650 North | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: Springville, UT 84663 | TELEPHONE NUMBER: (801) 734-7200 | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11): Same as above | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Steve Harris Associate General Counsel | | FAX NUMBER: |
| VENDOR'S AUTHORIZED SIGNATURE:  | DATE: 11/12/2021 | E-MAIL: Carolinas@Wavetronix.com |

Bid Number: 54-SBG-10262021

Vendor: Wavetronix LLC

VALIDITY PERIOD

Offer shall be valid for at least 90 days from date of bid opening, unless otherwise stated here: N/A days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this 1st day of December, 2021, as indicated on the attached certification, by Samantha Bryant Green
(Authorized Representative of Department of Transportation)

| | | |
|------------|--|-----------|
| 1.0 | PURPOSE AND BACKGROUND | 6 |
| 1.1 | CONTRACT TERM..... | 6 |
| 2.0 | GENERAL INFORMATION..... | 6 |
| 2.1 | INVITATION FOR BID DOCUMENT..... | 6 |
| 2.2 | E-PROCUREMENT FEE..... | 6 |
| 2.3 | NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS..... | 6 |
| 2.4 | IFB SCHEDULE..... | 7 |
| 2.5 | BID QUESTIONS..... | 7 |
| 2.6 | BID SUBMITTAL..... | 7 |
| 2.7 | BID CONTENTS..... | 8 |
| 2.8 | ALTERNATE BIDS..... | 8 |
| 2.9 | DEFINITIONS, ACRONYMS, AND ABBREVIATIONS..... | 9 |
| 3.0 | METHOD OF AWARD AND BID EVALUATION PROCESS..... | 9 |
| 3.1 | METHOD OF AWARD..... | 9 |
| 3.2 | CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION..... | 9 |
| 3.3 | BID EVALUATION PROCESS..... | 9 |
| 3.4 | PERFORMANCE OUTSIDE THE UNITED STATES..... | 10 |
| 3.5 | INTERPRETATION OF TERMS AND PHRASES..... | 10 |
| 4.0 | REQUIREMENTS..... | 10 |
| 4.1 | PRICING..... | 10 |
| 4.2 | ESTIMATED QUANTITIES..... | 10 |
| 4.3 | PRODUCT IDENTIFICATION..... | 10 |
| 4.4 | TRANSPORTATION AND IDENTIFICATION..... | 10 |
| 4.5 | DELIVERY..... | 11 |
| 4.6 | AUTHORIZED RESELLER..... | 12 |
| 4.7 | WARRANTY..... | 11 |
| 4.8 | PRODUCT RECALL..... | 12 |
| 4.9 | MAINTENANCE OPTION..... | 12 |
| 4.10 | FINANCIAL STABILITY..... | 12 |
| 4.11 | AGENCY INSURANCE..... | 12 |
| 5.0 | PRODUCT SPECIFICATIONS..... | 12 |
| 5.1 | SPECIFICATIONS..... | 12 |
| 5.2 | CERTIFICATIONS AND SAFETY LABELS..... | 13 |
| 5.3 | VENDOR'S REPRESENTATIONS..... | 13 |
| 6.0 | CONTRACT ADMINISTRATION..... | 14 |
| 6.1 | PROJECT MANAGER AND CUSTOMER SERVICE..... | 14 |
| 6.2 | INVOICES..... | 14 |
| 6.3 | PRICE ADJUSTMENTS..... | 14 |
| 6.4 | CONTRACT CHANGES..... | 14 |
| | ATTACHMENT A: PRICING..... | 15 |

7.0 ATTACHMENTS 17

ATTACHMENT B: INSTRUCTIONS TO VENDORS 17

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS 17

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR..... 17

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

ATTACHMENT F: CUSTOMER REFERENCE FORM 17

ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION 17

1.0 PURPOSE AND BACKGROUND

The intent of this solicitation is to award an Agency Specific Term Contract – Waiver of Competition to the sole source Vendor, Wavetronix LLC for Microwave Multiple Zone Vehicle Detection Equipment parts for the NC Department of Transportation Traffic Services

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date") or whichever is later.

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 one (1) additional one-year term. 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: This is an E-Procurement solicitation. General information on the E-Procurement Services can be found at: <http://eprourement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, 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. 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 | November 1, 2021 |
| Submit Written Questions | Vendor | November 9, 2021, by 12:00pm E.T. |
| Provide Responses to Questions | State | November 10, 2021; by 12:00pm E.T. |
| Submit Bids | Vendor | November 15, 2021 @ 2:00pm E.T. |
| Contract Award | State | |

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 slbryant3@ncdot.gov by the date and time specified above. Vendors will enter "IFB # 54-SBG-10262021 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. Vendor shall bear the risk of late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier, or other delivery service. 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.

By Mail

Office Address of delivery by any other method (special delivery, overnight, or any other carrier):
BID NUMBER: #54-SBG-10262021
 Attn: Samantha Bryant Green
 North Carolina Department of Transportation
 Purchasing Section – Room 334-B
 1 South Wilmington Street
 Raleigh, NC 27601

CAUTION: All Vendors are urged to take the possibility of delay into account when submitting bids by, 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)** of photocopies, **one (1)** un-redacted copy on flash drive of your bid simultaneously to the address identified in the table above.
- 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 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.

2.7 BID CONTENTS

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

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

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- 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 and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- g) Completed and signed version of ATTACHMENT G: HUB SUPPLEMENTAL VENDOR INFORMATION

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods, or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #___". 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.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

While the intent of this IFB is to award a Contract(s) to a Single Vendor, 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.

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.

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 D: 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 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

All product quantities listed in the IFB are estimates based on the State's historical and anticipated needs. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities. No maximum or minimum quantities are guaranteed.

4.3 PRODUCT IDENTIFICATION

BRAND SPECIFIC

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

Bid Number: 54-SBG-10262021

Vendor: Wavetronix LLC

due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

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.

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.

4.5 DELIVERY

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

North Carolina Department of Transportation ITS & Signals Unit; 750 North Greenfield Parkway; Garner, NC 27529

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

For completion by Vendor: Delivery will be made from Springville, UT (city, state) within 60 consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria

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 upon request from NCDOT. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: Manufacturer Dealer Reseller Distributor

Authorized: Yes No Attached Manufacturer's Authority: Yes No

4.7 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall provide a copy of the manufacturer's standard warranty upon the request from NCDOT.

Vendor warrants that all equipment furnished under this Invitation for Bid will be new, of good material and workmanship. The warranty will be for a minimum period of two (2) years from date equipment is put into operation. Such warranty shall cover the cost of all defective parts replacement and freight at no additional cost to the State.

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

Will the Vendor provide warranty service? YES NO, an authorized third party will perform warranty service

Contact information for warranty service provider:

Company Name: Wavetronix LLC

Company Address: 1827 W 650 N

Springville, UT 84663

Contact Person (name): Rhonda Mathurin

Contact Person (phone number): (804) 503-4487

Contact Person (email): Rhonda.Mathurin@Wavetronix.com

4.8 PRODUCT RECALL

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

4.9 MAINTENANCE OPTION

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

4.10 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: 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.

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

MICROWAVE MULTIPLE ZONE VEHICLE DETECTION SPECIFICATIONS

Ensure that each detector unit provides multiple detection zones.

Provide a detector for either side-fire or forward-fire configuration. Ensure the detector will detect vehicles in sunny, cloudy, rainy, snowy, and foggy weather conditions. Ensure the detector can operate from the voltage supplied by a NEMA TS-1/TS-2 or Type 332 or 336 traffic signal cabinet. Ensure the detector can provide detection calls to the traffic signal controller within a NEMA TS-1/TS-2 or Type 332 or 336 cabinet. Ensure the detection system provides a constant call in the event of a component failure or loss of power. Ensure the detector has an operating temperature range of -30 to 165 degrees F and operates within the frequency range of 10 to 25 GHz. Ensure the detector is provided with a water-tight housing offering NEMA 4X protection and operates properly in up to 95% relative humidity, non-condensing.

Provide each detector unit to allow the placement of at least 8 detection zones with a minimum of 8 detection channel outputs. When the microwave vehicle detection system requires an integrated card rack interface(s), provide only enough interface cards to implement the vehicle detection shown on the signal plans. Provide a means acceptable to the Engineer to configure traffic lanes and detection zones. Provide each channel output

with a programmable means to delay the output call upon activation of a detection zone that is adjustable in one second increments (maximum) over the range of 0 to 25 seconds. Provide each channel output with a programmable means to extend the output call that is adjustable in one second increments (maximum) over the range of 0 to 25 seconds. Ensure both delay and extend timing can be set for the same channel output.

For advance detection system, ensure the detector senses vehicles in motion at a range of 50 to 400 feet from the detector unit for forward-fire configuration and a range of 50 to 200 feet from the detector unit for side-fire configuration with an accuracy of 95% for both configurations. Ensure the advance detection system provides each channel output call of at least 100 milliseconds in duration.

For stop bar presence detection system, ensure the detector outputs a constant call while a vehicle is in the detection zone and removes the call after all vehicles exit the detection zone. Ensure the presence detector unit can cover a detection zone as shown on the plans and has an effective range of 10 to 120 feet from the detector unit. For units without an integrated card rack interface, provide Form C output relay contacts rated a minimum of 3A, 24VDC.

If a laptop is used to adjust detector settings, ensure that software is licensed for use by the Department and by any other agency responsible for maintaining or operating the microwave detection system. Provide the Department with a license to duplicate and distribute the software as necessary for design and maintenance support. After initial detector configuration and installation, ensure routine adjustments or calibration are not needed to maintain acceptable performance. Provide mounting bracket that accepts and utilizes banding for attaching the bracket onto a pole.

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. The CE Mark is not acceptable.

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. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this Invitation for Bid are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

5.3 VENDOR'S REPRESENTATIONS

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

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 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 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for *Ninety (90)* days 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.

6.4 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

The remainder of this page is intentionally left blank

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

| Item # | QTY. | UOM | Material Numbers | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|--------|------|------|------------------|---|------------|----------------|
| 1 | 20 | Each | 651100400 | Microwave Sensor for Advance Detection Manufacturer: Wavetronix LLC Model: SS-200E SmartSensor Advance Extended Range & SS-704-080 12/8 pin, 6/C Pigtail 80' | \$4,705.00 | \$94,100.00 |
| 2 | 20 | Each | 651100410 | Microwave Sensor for Stop Bar Presence Detection Manufacturer: Wavetronix LLC Model: SS-225 SmartSensor Matrix & SS-704-080 12/8 pin, 6/C Pigtail 80' | \$4,360.00 | \$87,200.00 |
| 3 | 40 | Each | 651100420 | Mounting Bracket for Sensors Manufacturer: Wavetronix LLC Model: SS-611 SmartSensor Mount | \$190.00 | \$7,600.00 |
| 4 | 40 | Each | 651100430 | Preassembled Backplate -AC (accommodate a minimum of 4 sensors) Manufacturer: Wavetronix LLC Model: SS-601-0006 Click, Intersection Preassembled Backplate-AC Four Sensor | \$2,025.00 | \$81,000.00 |
| 5 | 40 | Each | 651100435 | Cabinet Interface Device (accommodate a minimum of 4 sensors) Manufacturer: Wavetronix LLC Model: 102-0451 Cabinet Interface Device Click 656 | \$4,135.00 | \$161,200.00 |
| 6 | 20 | Each | 650011440 | Contact Closure Card (2-Channel) Manufacturer: Wavetronix LLC Model: Click 112 - 2 Channel Nema Contact Closure Rack | \$370.00 | \$7,400.00 |
| 7 | 20 | Each | 651100450 | Contact Closure Card (4-Channel) Manufacturer: Wavetronix LLC Model: Click 114 - 4 Channel Nema Contact Closure Rack | \$385.00 | \$7,700.00 |
| 8 | 40 | Roll | 651100460 | Communication/Power Cable (200 feet per roll) Manufacturer: Wavetronix LLC Model: SmartSensor 6-Conductor Cable | \$540.00 | \$21,600.00 |

Bid Number: 54-SBG-10262021

Vendor: Wavetronix LLC

| | | | | | | |
|---|----|------|-----------|--|----------|------------|
| 9 | 10 | Each | 651100470 | Terminal Strip Junction Box (if required for communication/power cable) Manufacturer: Wavetronix LLC Model: SS-710 Sensor Cable Junction Box | \$170.00 | \$1,700.00 |
|---|----|------|-----------|--|----------|------------|

TOTAL EXTENDED PRICE ITEMS 1-9: \$ \$454,600.00

**HISTORICALLY UNDERUTILIZED BUSINESSES
Supplemental Vendor Information**

Solicitation # SBG-10262021

Vendor Name: Wavetronix LLC

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) of the categories as subcontractors to perform the required functions in this solicitation documents.

The Vendor shall respond to questions below, as applicable.

1. Is Vendor a NC-certified HUB? Yes No

If **yes**, provide vendor #: _____

If **no**, does vendor qualify for certification as HUB? Yes No

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

2. For *Commodity* procurements, are you using Tier 2 suppliers? Yes No

If **yes**, then provide the following information:

| Company Name | Company Address | Website Address | Contact name | Contact email | Contact Phone | NC HUB certified? | Percentage of total bid price |
|--------------|-----------------|-----------------|--------------|---------------|---------------|-------------------|-------------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

3. For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? Yes No

If **yes**, then provide the following information:

| Company Name | Company Address | Website Address | Contact name | Contact email | Contact Phone | NC HUB certified? | Percentage of total proposal price |
|--------------|-----------------|-----------------|--------------|---------------|---------------|-------------------|------------------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the solicitation document.

Questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at 984-236-0130 or huboffice.doa@doa.nc.gov

LOCATION OF WORKERS UTILIZED BY VENDOR - D

RFP# SBG-10262021

Vendor Name: Wavetronix LLC

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items a) and b) below.

a) **Will any work under this Contract be performed outside the United States?** YES NO

If "YES":

1. List the location(s) outside the United States where work under The Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Specify the manner in which the resources or workers will be utilized:

b) **Where, within the U.S., will work be performed?**

The State of North Carolina

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside the United States prior to making an award.
2. Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

CERTIFICATION OF FINANCIAL CONDITION

Attachment F

Solicitation #: SBG-10262021

Vendor Name: Wavetronix LLC

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 04/27/2021 (If no audit within past 18 months, explain reason below.)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below:


Signature

Steve Harris

Printed Name

11-15-2021
Date

Associate General Counsel

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

STATE OF NORTH CAROLINA
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PURCHASING DEPARTMENT
1510 MAIL SERVICE CENTER
RALEIGH, NC 27699-1510

IMPORTANT BID ADDENDUM

November 10, 2021

FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS SHALL SUBJECT YOUR BID TO REJECTION ON THE AFFECTED ITEM(S):

BID Number: 54-SBG-10262021

Commodity: Alternative Vehicle Detection Equipment

Addendum Number: 1

Using Agency: N.C. Department of Transportation

Purchaser: Samantha B. Green

Opening Date/Time: 11/16/2021 – 2pm E.T.

INSTRUCTIONS:

1. Please make the following change(s) in the bid referenced above:

Section 4.5 – Delivery:

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

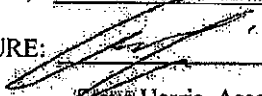
Successful Vendor shall complete delivery within *thirty (30)* consecutive calendar days after receipt of purchase order.

~~For completion by Vendor:~~ Delivery will be made from Springville, Utah (city, state) within 60 consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria

Execute Addendum:

BIDDER: Wavetronix LLC

ADDRESS (CITY & STATE): 1827 W 650 N Springville, UT 84663

AUTHORIZED SIGNATURE: 

DATE: 11-15-2021

NAME and TITLE (Typed): Steve Harris, Associate General Counsel