

Term Contract No. 550A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	550A	LED Vehicle Traffic Signal Modules
Effective Dates	April 22, 2010 - April 21, 2012	
Bid Number	201000385	
Administrator	Grant Braley	
Phone	(919) 807-4550	
E-Mail	grant.braley@doa.nc.gov	
Last Updated	May 25, 2011	

1. General Information

This sustainability term contract contains LED Vehicle Traffic Signal Modules. This is a sustainability contract. **In order to receive term contract pricing, non-State agencies are to indicate the term contract number on all pricing inquiries (with the contractor or authorized dealers) and purchase orders issued.**

2. Scope of Contract

This contract is intended to cover the State's normal requirements of LED Vehicle Traffic Signal Modules for use by all State agencies, departments, institutions, public school units (except those exempted by statute, and specific requirements of the Department of Transportation) and certain Non-State agencies.

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

Specifications and the DOT QPL process can be viewed at the following DOT URL addresses:

Specifications (Pages 7-14): <http://www.ncdot.org/doh/preconstruct/traffic/ITSS/ws/PSP.doc>

DOT QPL Process: <http://www.ncdot.org/doh/preconstruct/traffic/ITSS/SMS/qpl/>

Contact: Kelvin Peele at kpeelee@ncdot.gov or (919) 661-3272 for more information.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any State agency requirement that exceeds **\$100,000.00** must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- a. Purchase may be authorized at the current level of pricing with the current contract vendor(s.)
- b. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s.)
- c. A separate Invitation for Bids may be issued for the requirement.

5. Minimum Orders

This contract will be for a minimum order of \$500.00 for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers.

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

Note: Non-State agencies ordering from this contract are to place the order with the contractor noted and not with NCDOT.

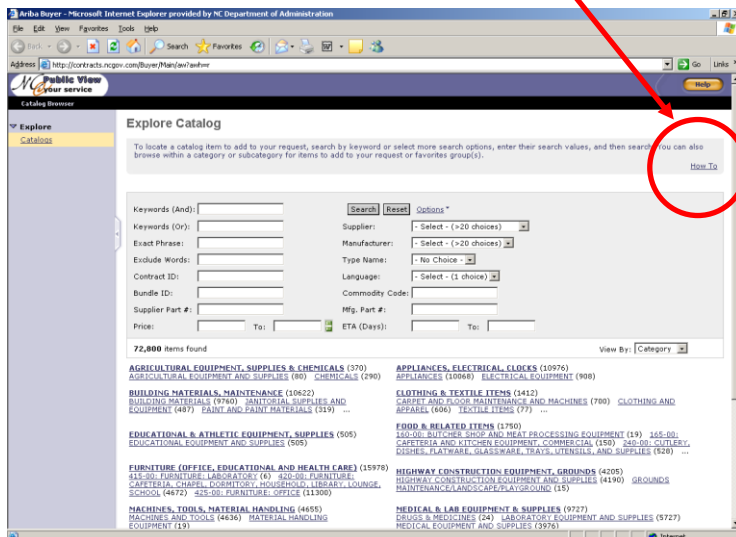
Order Placement Via E-Procurement (Catalog Items)

- a. Click on the following link: [E-Procurement Users](#)
- b. When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 550A.
- c. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- d. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- e. When the item to be ordered has been located complete the requisition and issue the purchase order.

Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- a. Click on the following link: [E-Procurement Public View](#)
- b. For online assistance regarding item searching; click on the **“How to”** underlined link located near the upper-right hand corner.



7. Delivery

In the event the delivery is not received within the contract delivery period, the contractor 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 contractor responsible for excess cost occasioned thereby.

Contractor	Delivery
Excellence Opto Inc.	60 Days
Leotek Electronics USA Corp.	30-45 Days
Dialight Corporation	30 Days

8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is **\$500.00** or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. (Note: Some vendors may be willing to ship with no transportation charge for orders less than the minimum order, but agencies should contact vendors directly and ask about this possibility. Vendors are not obligated to ship free for orders under the minimum order amount. Transportation charges invoiced for orders equal to or more than this "order value" may cause removal of the contractor from the contract.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

All shipments should be inspected for damage immediately upon receipt.

9. Packing and Shipping Instructions

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

10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within **seven (7) consecutive days** after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

11. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

12. Warranty

Bidders shall provide a written warranty against defects in materials and workmanship for the LED modules for a **period of sixty (60) months** after shipment acceptance of the modules. Replacement or repaired modules shall be provided **within forty-five (45) days** of receipt of the modules that have failed, at no cost to the State. On the first failure to meet the **forty-five (45) day** return, the awarded bidder will receive a warning. If the awarded bidder has a second failure to meet the **forty-five (45) day return within six (6) months** after the first failure, the bidder may be removed from the contract.

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13. Item Information

Item	Description	Manufacturer	Module Number	Unit Price
1	12" Circular LED Red Traffic Signal Module	Dialight Corp.	433-1215-003XLNC	\$27.50
2	12" Circular LED Yellow Traffic Signal Module	Dialight Corp.	433-3235-901XLNC	\$36.00
3	12" Circular LED Green Traffic Signal Module	Dialight Corp.	433-2225-001XLNC	\$36.00
4	8" Circular LED Red Traffic Signal Module	Dialight Corp.	433-1115-003XLNC	\$25.00
5	8" Circular LED Yellow Traffic Signal Module	Dialight Corp.	433-3135-901XLNC	\$30.00
6	8" Circular LED Green Traffic Signal Module	Dialight Corp.	433-2125-001XLNC	\$26.00
7	12" LED Red Arrow Traffic Signal Module	Excellence Opto	TRA-R12DG-IN	\$26.35
8	12" LED Yellow Arrow Traffic Signal Module	Dialight Corp.	431-3335-901XODNC	\$30.00
9	12" LED Green Arrow Traffic Signal Module	Leotek	TSL-12GA-LD-A1	\$33.00
10	16" LED Full Hand/Full Man Overlay w/Countdown Module	Dialight Corp.	430-6479-801XNC	\$117.00
11	12" LED Full Hand/Full Man Overlay Module	Leotek	TP12H-HM	\$70.00

14. Contractors

Contractor Name/Federal ID	Address	Contact Information
Dialight Corporation	1501 State Route 34 South Farmingdale NJ 07727	James Pinelli Toll Free: (800) 678-6102 Phone: (732) 919-3119 Fax: (732) 751-3146 jpinelli@dialight.com RAI Products John Rosenblatt 421 Roundtree Road Charlotte NC 28224 Toll Free: (888) 776-7325 Phone: (704) 525-1852 Fax: (704) 525-1859 john@raiproducts.com
Excellence Opto Inc.	1663 West 2 nd Street Pomona CA 91766	Cheryl Huang Phone: (562) 694-1246 Fax: (562) 691-3087 cherylhuang@eoius.com
Leotek Electronics USA Corp.	1330 Memorex Drive Santa Clara CA 95050	Meg Myers Toll Free: (888) 806-1188 Phone: (408) 988-4668 Fax: (408) 980-0538 meg@leotek.com

15. Vendor Complaint Form

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

16. Contract Addenda

Addendum	Effective Date	Description
1	5/25/2011	Item 9 Price Decrease Approval