North Carolina
Department of Administration

Pat McCrory, Governor
Bill Daughtridge, Jr., Secretary

Division of Purchase and Contract
Patti Bowers, State Purchasing Officer

Contract Award Certification

Date: September 2, 2015

Bid/File Number: 201500798

Commodity: 550-89
Traffic Signal Controllers, Cabinets, Conflict Monitors, and Accessories

To:
Mark Nogaki
Econolite Control Products, Inc.
PO Box 11605
Rock Hill, SC 29731

From:
Grant Braley
919-807-4519
Grant.Braley@doa.nc.gov
Division of Purchase and Contract

Agency Requisition Number: 11445525

I am pleased to inform you that, following the evaluation process, the Division of Purchase and Contract proposes to accept your offer in relation to the above commodity. You will be contacted with further details and instructions by the using agency.

Item(s):
Awarded Item #26

Est. Award Amount:
$30,431.00

Using Agency:
DEPARTMENT - Transportation
Rose Johnson
Raleigh, NC 27611

Comments:
Agency Specific Term Contract

Contract Term:
September 2, 2015-September 1, 2018

Please Note:

1. This is not a purchase order. Do not make shipment until you have received an official order from the using agency.
2. Invoices should be made out to the using agency and forwarded directly to them for payment.
3. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
4. Applicable North Carolina Sales and use tax shall be added to invoices as a separate item.
5. Please note the contract award description above, the contract awarded to you may be a portion of the contract, rather than the complete contract.

Signature

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer *ALL* Inquiries regarding this IFB to:	Invitation for Bids # 201500798
Grant F. Braley Strategic Sourcing Specialist Phone: (919) 807-4519 E-mail: grant.braley@doa.nc.gov	Bids will be publicly opened: June 29, 2015
	Contract Type: Agency Specific Term Contract
	Issue Date: June 10, 2015
	Commodity: Traffic Signals & Equipment, Electric Parts CC: 550-89
	Using Agency: DEPARTMENT-Transportation

EXECUTION

In compliance with this Invitation for Bid, 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 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

VENDOR: Econolite Control Products, Inc		
STREET ADDRESS: PO Box 11605	P.O. BOX:	ZIP: 11605
CITY & STATE & ZIP: Rock Hill, SC 29731	TELEPHONE NUMBER: 704-728-1617	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11): 3360 E La Palma Ave. Anaheim CA 92806		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Mark M. Nogaki, Vice President, Sales	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 6/23/15	E-MAIL: mnogaki@econolite.com

Offer valid for at least 90 days from date of bid opening, unless otherwise stated here: --- days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this 3rd day of September, 20 15, as indicated on the attached certification, by _____

(Authorized Representative of the Division of Purchase & Contract).

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1.0 PURPOSE AND BACKGROUND

The purpose of this solicitation is to obtain pricing and award an Agency Specific Term Contract for the purchase of **Traffic Signal Controllers, Cabinets, Conflict Monitors, and Accessories** for the Department of Transportation. 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 BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See paragraph #18 of Attachment E: North Carolina General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

2.3 IFB SCHEDULE

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

Action	Responsibility	Date and Time
Issue IFB	State	June 10, 2015
Submit Written Questions	Vendors	June 18, 2015
Provide Response to Questions	State	June 22, 2015
Submit Bids	Vendors	June 29, 2015

2.4 BID QUESTIONS

- **Purpose**: Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.
- **Instructions**: Written questions shall be e-mailed to grant.braley@doa.nc.gov by the date and time specified above. Vendors should enter "**IFB #201500798 – Questions**" as the subject for the email. Questions submittals should 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 be entitled to rely *only* on written material contained in an Addendum to this IFB.

2.5 BID SUBMITTAL

- **Instructions**: Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.6 BID CONTENTS for details on required content of submitted bids.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
BID NUMBER: 201500798 NC Department of Administration Division of Purchase and Contract 1305 Mail Service Center Raleigh NC 27699-1305	**BID NUMBER: 201500798** NC Department of Administration Division of Purchase and Contract 116 West Jones Street, Room 4062, 4th Floor Raleigh NC 27603-8002

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

All risk of late arrival due to unanticipated delay—whether delivered by hand, US Postal Service, courier or other delivery service or method—is entirely on the Vendor. Note that the US Postal Service generally does not deliver mail to the street address above, but to the State's Mail Service Center. Vendors are cautioned that bids sent via US 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 a bid.

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

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

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this Invitation for Bids will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside the sealed bid package.

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

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

2.6 BID CONTENTS

For each of Vendor's bid, Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor IFB responses shall include the following items and they should be arranged in the following order:

a) Completed and signed version of EXECUTION PAGE, and signed receipt pages of any addenda released in conjunction with this IFB

b) Completed version of ATTACHMENT A: PRICING FORM

c) Completed version of ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR

d) Completed and signed version of ATTACHMENT C: DESCRIPTION OF EXECUTIVE ORDER #50 form that confirms that a price match opportunity is requested

e) ATTACHMENT D: INSTRUCTIONS TO VENDORS

f) ATTACHMENT E: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) **AGENCY SPECIFIC TERM CONTRACT (ASTC):** A Contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.

b) **BAFO**: Best and Final Offer, submitted by a vendor to alter its initial bid, made in response to a request by the issuing agency.

c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.

d) **DOT:** North Carolina Department of Transportation

e) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.

f) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their bid, but no amount or charge not included as part of the total bid price will be paid.

g) **IFB:** Invitation for Bids.

h) **NON-MANDATORY ELIGIBLE ENTITIES:** Entities, other than State Agencies, that are authorized to participate in and purchase from a Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Counties, cities, towns, and other local governmental entities.

i) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

j) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.

k) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

l) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.

m) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids.

2.8 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those must be submitted as questions in accordance with Section 2.4 BID QUESTIONS. If the State determines that any changes will be made as a result of the points raised, 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 of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. **By execution and delivery of a bid in response to this this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer 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.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.4 BID QUESTIONS, about whether a specific, proposed modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the bid shall not be allowed and shall have no effect. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications a Vendor may request.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified bids will be evaluated and award or awards will be based on lowest responsive bid meeting specifications by Composite Group and also by Individual Items, whichever is most advantageous to the State.

While the intent of this IFB is to award a Contract by composite group and individual item, 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.

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 C: DESCRIPTION OF EXECUTIVE ORDER #50 AND CERTIFICATION. 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 status of a Vendor's e-Procurement Services account(s) that is in arrears by 91 days or more at the time of bid opening shall be considered a relevant factor in determining whether to award a Contract under this IFB.

3.2 COMPOSITE GROUPS

Items 1 – 6 as one composite group.

Items 7 – 25 as one composite group.

Items 26 – 29 as individual items

3.3 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may, for purposes of evaluating proposed or actual contract performance outside of the United States, also consider 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

3.4 BID EVALUATION PROCESS

1. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
2. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
3. The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The State reserves the right to waive any minor informality or technicality in bids received.
4. For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the State is not required to request clarification, and often does 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.
5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, 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.

Vendors are cautioned that this is an invitation for bids, not a request or an offer 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.

NOTE: During the evaluation period and prior to award, all information concerning the bid and evaluation is confidential, and possession of the bids and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State.

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 to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

It is the intent of this Invitation for Bids (IFB) to establish an Agency Specific Term Contract with a qualifying Vendor per the stated specifications herein, on an as needed basis. The contract would be for a period of three (3) years from the date of an award. In addition, due to unforeseen delays, termination date may be temporarily extended to allow time for a new contract to be in place.

4.2 NON-MANDATORY ELIGIBLE ENTITIES

The contract may also be utilized, without further competition, by Non-mandatory Eligible Entities including but not limited to local governments in North Carolina.

4.3 CONTRACT VALUE

The estimated value of this contract is approximately **$3,000,000.00**.

4.4 ESTIMATED QUANTITIES

All product quantities listed in the IFB are estimates based on the State's historical needs. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities. The successful Vendor(s) shall be required to fulfill the State's complete requirements nonetheless. Quantities referenced herein are **three-year estimates.**

4.5 ORDERING INFORMATION

Upon award, the Vendor(s) shall provide to the State a toll free phone and fax numbers that end-users of the contract can utilize to conduct business with the Vendor. If orders are required to be places with a Vendor's authorized dealer(s) phone and fax numbers are to be provided for all authorized dealers. Regardless of the ordering channel utilized (E-Procurement, phone, fax, email, or in person) or payment method (direct payment, credit card) the State shall receive contract pricing when purchasing contract items from the Vendor.

4.6 TRANSPORTATION CHARGES

The Vendor(s) shall deliver **Free-On-Board (FOB) Destination** to any location within the State of North Carolina. 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.

4.7 DELIVERY

Vendors are requested to make deliveries after receipt of a purchase order within:

Sixty (60) consecutive calendar days for items 1-6, 9-21, 26-29 unless otherwise stated here: 30-60 **days.**

Ninety (90) consecutive calendar days for items 7-8, 22-25 unless otherwise stated here: 60-90 **days.**

The State reserves the right to evaluate delivery offered in determining the award of the proposed contract.

Vendors are cautioned that excessively long 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 contracted delivery schedules shall constitute 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 Attachment B, 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.

4.8 PACKING & 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 end-user will refuse shipments of items that are not packaged correctly. These inappropriately packaged items will be returned for proper packaging at the Vendor'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 Vendor agrees to the above Packaging & Shipping Instructions: ☒ Yes ○ No

4.9 SUPPORTING DOCUMENTATION

Vendors are requested to furnish with its bid detailed descriptive literature and general specifications and other pertinent data necessary for their evaluation as required by Paragraph 9 of the "Instructions to Bidders." In addition, Vendor must complete the Requirements section of the bid. Bids which do not comply with these requirements may be subject to rejection.

Any additional equipment or accessories listed in manufacturer's current literature, as standard but not listed in these specifications must also be furnished.

4.10 SAMPLE SUBMITTAL

Samples are not required prior to bid opening date; however, if required later, 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. Samples are to be properly identified with line item number, Vendor's name, and model number. Requests for the return of 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, and will be returned, if requested, to the respective Vendor(s) at their expense. Bids, which do not comply with these requirements, may be subject to rejection.

4.11 SCHEMATICS AND PART LISTS

Vendors shall provide schematics, part lists, and other documentation within **five (5) consecutive calendar days** after request is made by the State for the evaluation of the Vendor's submittal. The Department agrees not to divulge any proprietary information in the schematics, part lists, and other documentation upon request from the Vendor. Failure to provide this documentation by the requested time may result to a rejection for a bid award.

4.12 CONTRACT CHANGES

Contract changes, if any, over the life of the contract are implemented by contract written amendments signed by both parties. If the Vendor 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 Vendor to apprise such parties of all such contract amendments.

4.13 HAZARDOUS SUBSTANCE AND/OR OIL SPILLS

Vendors hired by the end user shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Vendor or their agent. This responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to the end user. While on end user premises, the Vendor shall comply with all local, State and Federal requirement for the proper handling of hazardous substances and/or oil.

For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which when discharged in any quantity may present an imminent and substantial danger to the public health, welfare and/or environment. Oil shall be defined as any oil of any kind and in any form, including but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances. In addition, the Vendor agrees to indemnify and hold the end user harmless against all claims, liabilities and costs, including attorney's fees, incurred in the defense of any claim brought against the end user resulting from such as spill.

4.14 POST AWARD PRODUCT SUBSTITUTIONS

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

4.15 PRODUCT ADDITIONS AND REMOVALS

The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor, but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

4.16 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.

4.17 REFERENCES

The State reserves the right to require, upon its request, a list of users of the exact items being provided to the State. The State may contact the references. The State may contact these users to determine quality level of the offered items. Such information may be considered in the evaluation of the bid.

4.18 WARRANTY

Provide manufacturer's warranties on equipment for material and workmanship by the equipment manufacturer and insure 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.

4.19 PERFORMANCE OF WARRANTY REPAIR AND MAINTENANCE

Provide authorization to the Traffic Electronics Center of the 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 within twenty-one calendar days of receipt by the manufacturer.

The successful Vendor agrees to provide authorization to the NCDOT Traffic Electronics Center to perform all warranty repairs and agrees to provide schematics, part lists, and other documentation within two weeks upon request to the NCDOT Traffic Electronics Center. XYes O No

4.20 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. 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.

4.21 INVOICES

It is understood and agreed that orders will be shipped at the established contract price in effect on **date orders are delivered**, provided the orders are placed for immediate (not more than 24 hours) delivery. Orders placed with a specified future delivery date (more than 24 hours from time order is placed) will be subject to any approved price adjustment in effect before said delivery. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoicing at variance with this provision will subject the contract to cancellation.

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices must include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices.

- Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure

If a Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

5.0 PRODUCT SPECIFICATIONS

5.1 NCDOT SPECIFICATIONS, DRAWINGS & PROVISIONS

Equipment herein offered shall be in accordance with the **NCDOT 2012 Standard Specifications for Roads and Structures (Section 1098), NCDOT 2012 Roadway Standard Drawings (Division 17), and ITSS Project Special Provisions (Version 12.4)** with additions and modifications as noted in the attached Traffic Signal Equipment Specifications. Submittals are required to be on the 2012 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.

NCDOT 2012 Standard Specifications for Roads and Structures (Section 1098):
https://connect.ncdot.gov/resources/Specifications/Specification%20Resources/2012%20Standard%20Specifications.pdf

NCDOT 2012 Roadway Standard Drawings (Division 17):
https://connect.ncdot.gov/resources/Specifications/2012%20Roadway%20Standard%20Drawings/Division%2017%20-%20Signals%20and%20Traffic%20Management%20Systems.pdf

ITSS Project Special Provisions (Version 12.4):
https://connect.ncdot.gov/resources/safety/TrafficSafetyResources/Project%20Special%20Provisions.pdf

5.2 TRAFFIC SIGNAL EQUIPMENT SPECIFICATIONS:

Model 2070E Controller Equipment Hardware Training

The successful Vendor shall provide adequate equipment hardware training to the user for the Model 2070E controller offered immediately after the receipt of purchase order for the first thirty (30) controllers at no additional cost to the State. 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-half (1/2) working day and accommodate a maximum of twenty-five (25) people. The Vendor shall provide twenty-five (25) 2070E controllers (to be returned upon completion of training), instruction materials, and all teaching aids for each school. The manufacturer shall supply the State with two (2) of the offered Model 2070E controllers for in-house training purposes when fifty (50) controllers are purchased from the successful Vendor. These controllers shall be supplied at no additional cost to the State and shall become the property of the State.

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 Vendor shall provide one (1) 332 base-mount cabinet with cabinet components, instruction materials, and all teaching aids for each school. The Vendor shall provide training as indicated:

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

The manufacturer shall supply the State with one (1) of the offered Model 332 base-mount cabinet for in-house training purposes when forty (40) base-mount cabinets are purchased from the successful Vendor. The base-mount cabinet shall be supplied at no additional cost to the State and shall become the property of the State.

5.3 DEVIATIONS

Any deviations from the *Specifications/Requirements* herein must be clearly described by the Bidder. Otherwise, it will be considered that items offered by the Bidder are in strict compliance with the *Specifications/Requirements*, and the successful Bidder will be held responsible to supply conforming goods. Deviations must be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable.

5.4 SUSTAINIBILITY

According to the NC General Statute 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? ☐ **Yes** ☒ **No**

If yes, what is the post-consumer recycled content? _____%

What is the total recycled content? _____%

Does the packaging for the items being offered have any recycled content? ☒ **Yes** ☐ **No**

If yes, what is the post-consumer recycled content? 25 %

Can this packaging be recycled? ☒ **Yes** ☐ **No**

Other sustainable properties:

_____

_____

_____

_____

_____

5.5 AUTHORIZED RESELLER

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

Authorized: ☒ **YES** ☐ **NO**

Attached Manufacturer's Authority: ☒ **YES** ☐ **NO**

Attachments to this IFB begin on the next page.

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	500	Each	Model 2070E Controller Manufacturer: Safetran Brand by Econolite Model: 2070E6E5550	$1,228.82	$614,410.00
2	20	Each	CPU Module, Single Board, 2070-1E with 8Mb Data Key Manufacturer: Safetran Brand by Econolite Model: 119-1012-501	$372.18	$7,443.60
3	1	Each	Field I/O Module (same as provided in line item 1) Manufacturer: Safetran Brand by Econolite Model: 119-1003-502	$303.55	$303.55
4	10	Each	Power Supply Module, 10 Amp, 2070-4A Manufacturer: Safetran Brand by Econolite Model: 119-1006-501	$260.92	$2,609.20
5	100	Each	Async Serial Comm Module, 2070-7A (9-pin RS-232) Manufacturer: Safetran Brand by Econolite Model: 119-1019-501	$80.23	$8,023.00
6	50	Each	Data Key (8Mb – blue in color) for 2070E Controller Manufacturer: DataKey Model: 32913P4	$29.28	$1,464.00
7	300	Each	Model 332 Base Mount Cabinet w/installed Auxiliary Output File Manufacturer: Safetran Brand by Econolite Model: STCABS#2099	$5,444.03	$1,633,209.00
8	50	Each	Model 336S Pole Mount Cabinet Without Auxiliary Output File Manufacturer: Safetran Brand by Econolite Model: STCABS#2098	$4,963.12	$248,156.00
9	5	Each	Auxiliary Output File Manufacturer: Safetran Brand by Econolite Model: 289731A33X	$405.21	$2,026.05
10	300	Each	Model 242 DC Isolator (2 Channel) Manufacturer: PDC Model: 0744500010	$30.53	$9,159.00

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
11	150	Each	Model 252 AC Isolator (2 Channel) Manufacturer: PDC Model: 0744500100	$34.38	$5,157.00
12	150	Each	Model 2018 Conflict Monitor **(for non-Ethernet connected monitors)** Manufacturer: EDI Model: 0712010780	$567.03	$85,054.50
13	50	Each	Model 2018 Conflict Monitor **(for Ethernet communication monitors)** Manufacturer: EDI Model: 1133-140	$688.85	$34,442.50
14	50	Each	Program Card **(for Model 2018 conflict monitor)** Manufacturer: EDI Model: 1133-156	$42.55	$2,127.50
15	150	Each	Model 2010 Conflict Monitor **(for non-Ethernet connected monitors)** Manufacturer: EDI Model: 0712010670	$492.10	$73,815.00
16	50	Each	Program Card **(for Model 2010 conflict monitor)** Manufacturer: EDI Model: 0712010675	$33.26	$1,663.00
17	100	Each	Model 430 Flash Transfer Relay Manufacturer: Struthers-Dunn Model: 0767104800	$23.24	$2,324.00
18	3,000	Each	Model 200 Load Switch Manufacturer: PDC Model: 0754100270	$18.29	$54,870.00
19	100	Each	Model 204 Flasher (Two Circuit) Manufacturer: PDC Model: 0724500290	$21.43	$2,143.00
20	1	Each	Power Distribution Assembly **(without power supply module)** Manufacturer: Safetran Brand by Econolite Model: 332-1088-501	$665.45	$665.45
21	100	Each	Model 206L Power Supply Module Manufacturer: Jasper Model: 0764200025	$136.96	$13,696.00

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
22	200	Each	12 inch tall Cabinet Extender for Model 332 Base Mount Cabinet Manufacturer: Safetran Brand by Econolite Model: 087914Q332-00	$145.03	$29,006.00
23	50	Each	18 inch tall Cabinet Extender for Model 332 Base Mount Cabinet Manufacturer: Safetran Brand by Econolite Model: 087846Q332-00	$195.53	$9,776.50
24	1	Each	12 inch tall Cabinet Extender for Model 336S Pole Mount Cabinet Manufacturer: Safetran Brand by Econolite Model: 089481Q336-00	$188.83	$188.83
25	30	Each	Cabinet Base Adapter 12" (NEMA to 170) Manufacturer: Safetran Brand by Econolite Model: 089386Q332-00	$144.03	$4,320.90
26	100	Each	Preemption and Sign Control Box Manufacturer: Safetran Brand by Econolite Model: 087613D33X-00	$304.31	$30,431.00
27	1,000	Each	Type 222 Two Channel Card Rack Detector Manufacturer: Reno Model: 0756700014	$58.18	$58,180.00
28	50	Each	TS2 Two Channel Card Rack Detector without Timing Manufacturer: EDI Model: 44665G55	$81.05	$4,052.50
29	50	Each	TS2 Two Channel Card Rack Detector with Timing Manufacturer: EDI Model: 44665G59	$108.52	$5,426.00

TOTAL EXTENDED PRICE: $ $2,944,143.08

ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR

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 this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

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

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

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

   TECATE, MEXICO

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

   Quality Assurance, Operations Management, Applications Engineering, Industrial Engineering, Design, Drafting, Purchasing and Master Scheduling are resident in Anaheim, California. This group oversees the product facility 120 miles away in Tecate, Baja California, Mexico. Constant contact and oversight by physical presence, telephone, video conferencing, and email between Quality, Management, Engineering, Industrial Engineering, Planning and Procurement is constantly monitored and included in all decisions-making.

b) The Vendor agrees to 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 outside of the United States ☒ YES ☐ NO

NOTE: 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.

c) Identify all U.S. locations at which performance will occur:

Econolite - Anaheim, CA and Rock Hill, SC

EDI - Phoenix, AZ / RENO - Reno, NV / Jasper - Anaheim, CA / Struthers-Dunn - Timmonsville, SC

PDC - Roseville, CA

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ATTACHMENT C: DESCRIPTION OF EXECUTIVE ORDER #50 AND CERTIFICATION

NORTH CAROLINA RESIDENT VENDORS TAKE NOTE:

Pursuant to North Carolina General Statute §143-59 and Executive Order No. 50 (issued February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses"), a North Carolina resident Vendor may receive an opportunity to obtain an award by agreeing to match the final price(s) of the lowest Vendor on a Contract for the purchase of goods, **if** that lowest price is offered by a non-North Carolina resident Vendor. This opportunity arises when a North Carolina resident Vendor offers a price that is the lowest among all bids by qualified in-State resident Vendors and also is within five percent (5%) or $10,000 (whichever is less) of the non-resident Vendor's overall lowest price. This price-match opportunity applies to a Contract awarded under this solicitation.

G.S. §143-59(c) (1) defines a "resident Vendor" as a "Vendor that has paid unemployment taxes or income taxes in this State **and** whose principal place of business is located in this State." All other Vendors are considered to be non-resident Vendors. G.S. §143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the Vendor is directed or managed." This refers to overall operations for the entire business entity, not merely a division or office location.

In order to qualify for this preference, a resident Vendor shall: (1) request the price-match opportunity by marking the appropriate checkbox, below; (2) provide all information requested; and (3) complete and sign the "Resident Vendor's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification") included at the end of this Section. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the Vendor affirms that the information provided is accurate and agrees to provide any additional information or documentation requested by the State to confirm the above certifications and statements within five (5) business days of request (including but not limited to income tax or unemployment tax returns, reports and/or filings (annual and/or quarterly); banking statements or financial/accounting statements reflecting Vendor's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding Vendor's management or directors of its business or trade of its principal place of business).

Requesting a price-match opportunity below does not <u>require</u> any resident Vendor to match the lowest price in the event a Vendor qualifies for receiving the opportunity.

The State will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest Vendor meeting the requirements of the IFB without regard to any Vendor's residency. If the Vendor with the lowest price is a North Carolina resident Vendor, then no consideration of the price-matching procedure is necessary. If the lowest bid by a Vendor meeting all requirements was submitted by a non-resident Vendor and there are no North Carolina resident Vendors that submitted a price bid that was within 5% or $10,000 of the non-resident Vendor's price, then none of the North Carolina resident Vendors qualify for the price-matching preference and no review of a resident Vendor's Certification is required.

If the lowest price bid by a Vendor meeting requirements was submitted by a non-resident Vendor and there are one or more North Carolina resident Vendors that submitted a price bid that was within 5% or $10,000 of the non-resident Vendor's price, then the State will determine if the Vendor has requested a price-matching opportunity, review the Certification(s) of the resident Vendor(s) to determine whether the resident Vendors have properly executed the Certification and ensure that the information and documentation provided in or with the Certification or otherwise submitted to the State supports the resident Vendor(s) qualification to exercise the price-match opportunity. The State may seek clarification of the Certification and/or information in a resident Vendor's Certification and request additional information and documentation, if needed. If any resident Vendor's award is challenged in a bid protest, based on the accuracy of that Vendor's claim of qualification for the price-matching, the resident Vendor shall provide additional information and/or documents to the State within five (5) business days of receiving a request from the State for such information and/or documentation, or its award shall be subject to cancellation.

Pursuant to G.S. §132-1.1, §105-259(b) and Paragraph 14 of the Instructions to Vendors, the State is prohibited from making public disclosure of the Vendor's tax information and documents submitted (subject to those exceptions set out in G.S. 105-259(b)) and the State shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification or to resolve a bid protest challenging a resident Vendor's qualification for the

price-matching preference in accordance with applicable law. In order to further preserve the confidentiality of any Vendor's tax information and documentation provided to the State, the Vendor shall comply with Paragraph 14 of the Instructions to Vendors and mark "CONFIDENTIAL" at the top and bottom of each page of such information and documentation. After review of all relevant material, the State shall include in its recommendation for award a finding that the North Carolina resident Vendor(s) is or is not qualified for the price-matching opportunity.

If more than one North Carolina resident Vendor qualifies for the price-matching opportunity, then the State will prioritize the qualified North Carolina resident Vendors according to their price bid scores, from highest to lowest, so that the qualified North Carolina resident Vendor that scored the highest price score receives the first opportunity to match the bid price of the lowest non-resident Vendor that met all IFB requirements. If the lowest qualified North Carolina resident Vendor that met all IFB requirements declines to accept Contract award, then the Contract will be offered to the next lowest qualified North Carolina resident Vendor meeting all IFB requirements and continue in this manner until either a qualified North Carolina resident Vendor accepts the Contract award or the award is made to a non-resident Vendor if no qualified North Carolina resident Vendor agrees to match the lowest price bid.

If two resident Vendors qualify for the price-matching opportunity, and both score the same on price, then the State may: (1) consider the information provided in those Vendors' Certifications or publicly available information to determine with which Vendor the Contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs (e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the Contract will be awarded to the resident manufacturer); (2) consider the unemployment rates in the municipality or county where each Vendor's principal place of business is located; (3) seek clarification from the Vendors to ascertain the impact on their respective businesses if offered the award of the Contract; or (4) utilize any other approved method of deciding between equal bids.

If a resident Vendor requests and qualifies for the price-matching preference, the resident Vendor will be notified of its opportunity to agree to match the lowest price and receive Contract award, and it will have two (2) business days from the date and time of such notification to indicate its response, either agreeing or declining to match the lowest responsible non-resident Vendor's price and receive the Contract award based on that price match.

If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests) the State determines that: any certifications or information in the Certification is false, substantially inaccurate, materially misleading or that the Vendor failed to provide, within the specified time period, any additional information requested, then the State may:

(1) Cancel any award, Contract and/or purchase order that was awarded to such Vendor based on the price-matching preference, and the resident Vendor shall be liable for all costs incurred as a result of the cancellation, including any increased costs the State may incur as a result of awarding the Contract to another Vendor;

(2) Bar the Vendor from all price-matching opportunities in future State procurements for a period of time not to exceed three (3) years, exclusive of any debarment period;

(3) Take action against the Vendor under the False Claims Act, §G.S. 1-605 through §1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or

(4) Debar Vendor from doing business with the State of North Carolina for a period of time not to exceed three years, as determined by the State. Any such debarment period shall not begin to run until all damages, costs and penalties as may be assessed against such Vendor have been fully paid.

ALL VENDORS (BOTH RESIDENT AND NONRESIDENT) **SHOULD ANSWER THE FOLLOWING QUESTIONS:**

1. **Vendor is a resident of North Carolina as defined in G.S. §143-59?** ☐ YES ☒ NO
2. **Resident Vendor requests a price-matching opportunity?** ☐ YES ☒ NO

The following Sections shall be completed if a resident Vendor is requesting a price-matching opportunity:

a) PART I – EO50

Please check the applicable boxes below, in order to be considered for the price-matching preference under Executive Order #50 and G.S. §143-59(c)(1).

☐ I hereby certify that the Vendor paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.

☐ I hereby certify that the Vendor paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

b) PART II – EO50

1. I hereby certify that the Vendor's principal place of business is located in North Carolina.

A. **Business Type** (Please check the applicable box):

☐ Corporation (all types)
☐ Limited Liability Company
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Partnership
☐ Sole Proprietorship
☐ Individual
☐ Unincorporated Association
☐ Other: _____

B. Provide address of principal place of business:

_____
Street Address (no P.O. Box number)

_____
City, State, Zip Code

Is the above address the location of Vendor's headquarters? ☐ YES ☐ NO

If Vendor has a public website, provide the link/address: _____

C. **ATTACH A COPY OF VENDOR'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Vendor's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Vendor).

OR (check the box below)

☐ Vendor certifies that its business is **not** required to make filings with the North Carolina Secretary of State.

RESIDENT VENDOR'S CERTIFICATION FOR PRICE-MATCHING OPPORTUNITY

UNDER EXECUTIVE ORDER #50

NOTICE: The Price-Matching Opportunity will only be given to Vendors that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the Vendor and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any other required information.

Affidavit of _____ (name of resident Vendor, hereinafter the "Vendor").

The undersigned hereby certifies that he or she has read this certification, that all information provided in Part I and Part II, above, is true and accurate, and that he or she is an officer, member, partner, owner or such managing employee of the Vendor (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Vendor to the certifications, statements and agreements herein.

Name of Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

NOTARY:
State of _____, County of _____ [Stamp]

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public: _____ My commission expires _____

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ATTACHMENT D: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.

2. **LATE BIDS**: Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

4. **BASIS FOR REJECTION**: Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

5. **EXECUTION:** Failure to sign the Execution page (page 3 of the IFB) in the indicated space will render bid non-responsive and it shall be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation and any contract resulting therefrom, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications in Sections 2, 4, and 5 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT E: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT D: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.

8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

9. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

   - All copies of the bid are printed double sided.
   - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
   - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
   - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order 150 (1999), 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.

11. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any bid by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.

12. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

13. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract awarded by the Secretary of Administration or by an agency in an awarded amount of at least $25,000 resulting from this solicitation, the Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request shall be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at https://www.ips.state.nc.us/ips/. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B. 1519 (01 NCAC 05B .1519).

    If a ground of a protest is based on a challenge to the qualification of a North Carolina resident Vendor to be awarded a Contract pursuant to Executive Order #50 (price-matching opportunity), the State Purchasing Officer or procurement officer may request the North Carolina resident Vendor to produce documentation substantiating the North Carolina resident Vendor's qualification for the subject preference. These documents should be requested and received prior to any decision on whether to deny or grant a protest meeting. As provided herein, the North Carolina resident Vendor is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents within that time period may result in the cancellation of the Contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident Vendor submits to the State in connection with the resolution of a protest shall **not** be disclosed to the protester pursuant to G.S. §132-1.1 and §105-259(b) and the State shall preserve the confidentiality of such documents

14. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

15. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

16. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.

17. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), https://www.ips.state.nc.us/ips/BidNumberSearch. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website http://www.pandc.nc.gov/.

19. **WITHDRAWAL OF BID**: a bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

20. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.

21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.

22. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT E: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, the State may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

   The Vendor shall be in default, if its Certification submitted for a price-matching preference under Executive Order #50 and G.S. §143-59 was false and/or contained materially misleading or inaccurate information, and/or Vendor failed to provide information and documentation requested by the State to substantiate Vendor's Certification.

   In addition, in the event of default by the Vendor under this Contract, the State may immediately cease doing business with the Vendor, immediately terminate for cause all existing Contracts the State has with the Vendor, and debar the Vendor from doing future business with the State. The State may take action against the Vendor under the False Claims Act, G.S. §1-605 through §1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

   Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately terminate, for cause, this Contract and all other existing Contracts the Vendor has with the State, and debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

   a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

   b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.

   c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to is conflict of laws rules.

7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

9. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

10. **STANDARDS:** 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.

    The complete product(s) offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. 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, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

11. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

12. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

13. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).

14. **ASSIGNMENT:** No assignment of the Vendor's obligations or the Vendor's right to receive payment hereunder shall be permitted.

    However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

    a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and

    b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

    In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

15. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be $150,000.00 bodily injury and property damage; $150,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

16. GENERAL INDEMNITY: The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

17. ELECTRONIC PROCUREMENT: (a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

(b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

(c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to North Carolina General Statute §147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to N.C.G.S. §105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

(d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

(e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

19. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

20. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

    All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

21. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

22. **WAIVER:** The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

23. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Econolite Control Products, Inc

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

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

Date of latest audit: 5/20/2015

☑ The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

☑ 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 litigation or findings of 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.

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

Signature June 24, 2015
Date

Mark Nogaki, Vice President, Sales
Printed Name Title

[This Certification Must Be Signed By the Same Individual Who Signed the Bid Execution Page.]