North Carolina
Department of Administration
Division of Purchase & Contract

Machelle Sanders
Secretary

Odessa McGlown
State Purchasing Officer

Contract Award Certification
Date: March 23, 2020

Bid/File Number: 201901224

Commodity: 550-89
Traffic Signal Parts

To:
Paul Thompson
MoboTrex, Inc.
1550 Standing Ridge Drive
Powhatan, VA 23139
pthompson@mobotrex.com
804-794-1633

From:
Nicole Mathis for Rich Reber
919-807-4539
richard.reber@doa.nc.gov
Division of Purchase and Contract

Agency Requisition Number: 54-KM-20190819

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)
Line Item 38: $7,500.00
Line Item 43: $77,500.00
Line Item 45: $300.00
Lot #12 (Line Items 74 – 75) $95,750.00

Award Amount:
$181,050.00

Using Agency:
DEPARTMENT – Transportation
Kris May
919-707-2624
ktmay@ncdot.gov
Raleigh, NC 27611

Contract Term: Three (3) year term, upon contract award.

Comments: This is an Agency Specific Term Contract. Quantities are estimated but no minimum or maximum quantities are guaranteed. Continuation of the contract is subject to availability of funds.

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.

Richard J. Reber
Signature

STATE OF NORTH CAROLINA
Department of Transportation

Refer ALL Inquiries regarding this IFB to: **Richard J. Reber** **State Procurement Specialist I** **Email: richard.reber@doa.nc.gov**	**Invitation for Bids # 201901224** **Bids will be publicly opened: November 20, 2019 @ 2:00 PM ET**
Contract Type: Agency Specific	**Using Agency: Department of Transportation**
Commodity No.: 550-89 Traffic Signals	**Requisition No.: N/A**

EXECUTION

In compliance with this Invitation for Bids, 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 this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

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

COMPLETE/FORMAL NAME OF VENDOR: MoboTrex, Inc		
STREET ADDRESS: 1550 STANDING RIDGE DRIVE	P.O. BOX:	ZIP:
CITY & STATE & ZIP: POWHATAN, VA 23139	TELEPHONE NUMBER: (804) 794-1633	TOLL FREE TEL. NO: (800) 745-1592
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12): DAVENPORT, IA		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: PAUL D. THOMPSON, VP		FAX NUMBER: (804) 379-1016
VENDOR'S AUTHORIZED SIGNATURE*:	**DATE:** 11/18/19	EMAIL: pthompson@mobotrex.com

Offer valid for at least 90 days from date of bid opening, unless otherwise stated here: — days.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, authorized representative of **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 23 day of March, 20 20, as indicated on the attached certification, by _____

(Authorized Representative of Division of Purchase and 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 to a qualified Vendor for the purchase of **Traffic Signal Equipment** for the Department of Transportation on an as needed basis. The usage of this contract is limited to the Department's annual needs subject to continued funding.

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

The contract resulting from this IFB is primarily for use by the Department of Transportation. The contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

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 #16 of Attachment C: 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 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.5. BID QUESTIONS. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. *Vendor's bid shall constitute a firm offer.* **By execution and delivery of a bid in response to this IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

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 or in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	October 24, 2019
Submit Written Questions	Vendor	November 1, 2019 by 10:00 AM ET
Provide Responses to Questions	State	November 6, 2019 by 2:00PM ET
Submit Bids	Vendor	November 20, 2019 at 2:00PM ET
Contract Award	State	TBD

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to richard.reber@doa.nc.gov by the date and time specified above. Vendors will enter "IFB #201901224 – Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its bid has been submitted to this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. 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 or service as described herein.

By Mail

If applicable to this IFB, sealed bids, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Vendors shall deliver to the address identified in the table above: one **(1) paper** and one **(1) electronic copy** (un-redacted) of its executed bid on flash drive, and, if required for confidentiality, one (1) redacted copy of your bid (with all marked proprietary and confidential Information Redacted) on a separate flash drive. Clearly mark on the electronic media whether it contains a redacted or unredacted copy.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table, above. File contents **shall**

NOT be password-protected but, shall be in .PDF or XLS format, and shall be capable of being copied to other sources.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, IFB number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE (U.S POSTAL PRIORITY MAIL)	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
BID NUMBER: 201901224 (US Mail Only) Attn: Richard J. Reber NC Department of Administration Division of Purchase and Contract Address: Mail Service Center 1305 Raleigh, NC 27699-1305:	BID NUMBER: 201901224 Attn: Richard J. Reber NC Department of Administration Division of Purchase and Contract 116 West Jones Street, Room 4062, 4th Floor Raleigh, NC 27603-8002:

The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 116 West Jones Street.

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

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

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

a) Completed and signed version of EXECUTION PAGE, along with the body of the IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).

b) Completed version of ATTACHMENT A: PRICING FORM

c) ATTACHMENT B: INSTRUCTIONS TO VENDORS

d) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

e) Completed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

f) Completed and signed version of ATTACHMENT E: DESCRIPTION OF EXECUTIVE ORDER #50 form that confirms that a price matching opportunity is requested

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

h) Completed and signed version of ATTACHMENT G: SUPPLEMENTAL VENDOR INFORMATION

i) ATTACHMENT H: SUPPLEMENTAL INFORMATION TECHNOLOGY TERMS & CONDITIONS

2.8 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed

by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #___ for ("*name of Vendor*"). Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) **AGENCY SPECIFIC TERM CONTRACT:** 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) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.

e) **CONTRACT LEAD:** Representative of Department of Transportation identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer The Contract for the State.

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

g) **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 a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.

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

i) **LOT**: A grouping of similar products within this IFB.

j) **NC BIDS:** The North Carolina Business Invitation Delivery System provides vendors the opportunity to submit bid responses electronically.

k) **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.

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

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

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

o) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Cultural an Natural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.

p) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.

q) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified bids will be evaluated, and award or awards will be based on lowest responsive bid meeting specifications within each Lot as described below.

While the intent of this IFB is to award a Contract to single Vendor for each Lot. 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 lots, 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.

Lots:
Items 1 – 8 as one composite lot (LOT 1)
Items 9 – 32 as one composite lot (LOT 2)
Items 33 – 35 as one composite lot (LOT 3)
Items 36 – 38 as individual items (LOT 4)
Items 39 – 42 as one composite lot (LOT 5)
Items 43 – 49 as individual (LOT 6)
Items 50 – 51 as one composite lot (LOT 7)
Items 52 – 55 as one composite lot (LOT 8)
Items 56 – 60 as one composite lot (LOT 9)
Items 61 – 69 as one composite lot (LOT 10)
Items 70 – 73 as one composite lot (LOT 11)
Items 74 – 75 as individual items (LOT 12)
Items 76 – 77 as one composite lot (LOT 13)
Items 78 – 79 as one composite lot (LOT 14)
Items 80 – 83 as one composite lot (LOT 15)

To accommodate the replacement of existing proprietary and incompatible system components, secondary awards for line items 49 – 51 may be given.

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 E: 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) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers or relates to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the State makes a written determination, in its discretion, that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. If a Vendor, its sub-contractor or supplier engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor's bid. Only those discussions, communications or transmittals of information authorized or initiated by the

issuing agency for this IFB or general inquiries directed to the Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

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.

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

Bids will be received from each responsive Vendor in the method stated in section 2.6.

All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At its option, the State may request clarifications, oral presentations or discussion with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the State is not required to request presentations or other 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.

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

The State reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

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

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State's information and intellectual property

e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

Equipment herein offered shall be in accordance with the NCDOT 2018 Standard Specifications for Roads and Structures (Section 1098), NCDOT 2018 Roadway Standard Drawings (Division 17), and Signals & Intelligent Transportation Systems Project Special Provisions (Version 18.2) with additions and modifications as noted in the attached Traffic Signal Equipment Specifications. **The attached Traffic Signal Equipment Specifications will take precedence over the other 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 2018 Standard Specifications for Roads and Structures (Section 1098):

https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf

NCDOT 2018 Roadway Standard Drawings (Division 17):

https://connect.ncdot.gov/resources/Specifications/2018StandardRdwyDrawings/Division%2017%20Signals%20and%20Traffic%20Management%20Systems.pdf

Signals & Intelligent Transportation Systems Project Special Provisions (Version 18.2):

https://connect.ncdot.gov/resources/safety/Congestion%20Mngmt%20and%20Signing/ITS%20and%20Signals%20Qualified%20Products/2018%20PSP.pdf

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 shall have a term of **three (3) years**, beginning of the date the Contract is executed by the State (the "Effective Date"). In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include in Bid.

4.3 INVOICES

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 shall 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 shall be included on all invoices:

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

4.4 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.5 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.6 DELIVERY

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

Any Location in North Carolina

Thirty (30) consecutive calendar days for items 1-38, 48-69 unless otherwise stated here: — days.

Thirty (30) consecutive calendar days for items 39-47 for order quantities of 10 or less, unless otherwise stated here: — days; larger quantities sixty (60) consecutive calendar days, unless otherwise stated here: —

Sixty (60) consecutive calendar days for items 70-83 unless otherwise stated here: — 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 C, 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.

For completion by Vendor: Delivery will be made from AUSTIN, TX / POWHATAN, VA (city, state) within * consecutive calendar days after receipt of purchase order. Promptness of delivery *[shall or may]* be used as a factor in the award criteria.

* AS ABOVE

4.7 PACKAGING AND SHIPPING INSTRUCTIONS

Each item is to be completely assembled and individually boxed showing manufacturer's part number, purchase order number, and NCDOT part number (if shown on purchase order) on the outside of the box. The 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**_____

4.8 AUTHORIZED RESELLER

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

Vendor is the: ☑ **Manufacturer** ☐ **Dealer** ☐ **Reseller** ☑ **Distributor** PELCO, INC.

Authorized: ☑ **Yes** ☐ **No** **Attached Manufacturer's Authority:** ☑ **Yes** ☐ **No**

4.9 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**.

4.10 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to ensure compliance with the contract requirements and specifications.

INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

4.11 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.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period. ☑ YES ☐ NO

Will the Vendor provide warranty service? ☑ YES ☐ NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name: MoboTrex, Inc.

Company Address: 109 W. 55th STREET

DAVENPORT, IA 52806

Contact Person (name): KAT SWANSON

Contact Person (phone number): (563) 328-4493

PELCO PRODUCTS, INC.

November 19, 2019

MoboTrex – Mid Atlantic
1550 Standing Ridge Dr, Ste 100
Powhatan, VA 23139

Re: Authorization of Representation and Distribution

Dear Johnathan

This letter is to confirm that *MoboTrex – Mid Atlantic* is an authorized distributor for Pelco Products Inc. and represents and distributes Pelco in the State of North Carolina.

Sincerely,
Pelco Products, Inc.

Shelley Bailey
Customer Service Manager

320 W. 18th Street • Edmond, OK 73013 • Ph: 405-340-3434 • Fax: 405-340-3435 • E-mail: sales@pelcoinc.com

4.12 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. The State shall contact one or more all of these users to determine the goods provided are substantially similar to those bid herein and Vendor's performance has been satisfactory. Information obtained will be considered in evaluation of the bids.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER
CITY OF CHARLOTTE	CHRIS JURGIS	(704) 336-2315
FULCHER ELEC	LOUIS FULCHER	(910) 483-7772
NCDOT DIV 3	ROSS KIMBRO	(910) 341-2211

4.13 FINANCIAL STABILITY

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

4.14 SAMPLES AND DESCRIPTIVE LITERATURE

SAMPLES

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.

DESCRIPTIVE LITERATURE/CERTIFICATION

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) bid and sufficient to determine compliance of the item(s) with the specifications. **Failure to include such information to shall be a sufficient basis for rejection of the bid.**

4.15 VENDOR PERFORMANCE

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

4.16 PERFORMANCE OF WARRANTY REPAIR AND MAINTENANCE

Provide authorization to the Traffic Electronics Center of the North Carolina Department of Transportation (NCDOT) to perform all warranty repairs. The decision to perform warranty work at the Traffic Electronics Center by NCDOT electronics technicians or to have warranty work performed by the vendor shall be at the discretion of the State. Provide any training required by the manufacturer to authorize the Traffic Electronics Center to perform warranty work and furnish parts to the Traffic Electronics Center for all warranty repairs at no cost to the State. In addition, ensure the manufacturer agrees to provide prompt technical support to the NCDOT electronics technicians for a period of one year after the end of the warranty period at no cost to the State. Defective parts replaced under warranty by the Traffic Electronics Center will be returned to the vendor at the vendor's request. Provide **schematics, part lists, and other documentation** to perform bench repair to the Traffic Electronics Center within two weeks upon request. The Department agrees not to divulge any proprietary information in the schematics, part lists, and other documentation upon request from the vendor. 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.

☑ YES ☐ NO

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

TRAFFIC SIGNAL EQUIPMENT SPECIFICATIONS

Provide signal heads with all exterior and interior hardware made of stainless steel.

For polycarbonate signal heads, fabricate the signal head housings, end caps, and visors from virgin polycarbonate material. Provide U.V. stabilized polycarbonate plastic with a minimum thickness of 0.1 ± 0.01 inches that is highway yellow (Federal Standard 595C, Color Chip 13538), unless a different color is specified on purchase order. Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

Test	Required	Method
Specific Gravity	1.17 minimum	ASTM D 792
Vicat Softening Temperature, °F (°C)	305-325	ASTM D 1525
Brittleness Temperature, °F (°C)	Below -200	ASTM D 746
Flammability	Self-extinguishing	ASTM D 635
Tensile Strength, yield, PSI (MPa)	8500 minimum	ASTM D 638
Elongation at yield, %	5.5-8.5	ASTM D 638
Shear, strength, yield, PSI (MPa)	5500 minimum	ASTM D 732
Izod impact strength, ft-lb/in (j/m) [notched, 1/8 inch]	15 minimum	ASTM D 256
Fatigue strength, PSI (MPa) at 2.5 mm cycles	950 minimum	ASTM D 671

Provide hanger extension assemblies to comply with the ITE standard "Vehicle Traffic Control Signal Heads." Furnish hanger extension assemblies that consist of a 23" long, 1.5" galvanized standard pipe or rigid conduit, with 3" of threading on each end. Ensure the threading complies with NEC requirements for rigid metal conduit. Provide two sets of signal head mounting hardware. A set of signal head mounting hardware consists of one 1.5" malleable iron locknut, one 1.5" malleable iron locknut with set screw (machined for serrated locking ring), one aluminum serrated locking ring, one galvanized flat steel washer, and one neoprene washer. Ensure the assembly, when mounted to the signal head, is watertight. Provide assemblies that can withstand the vertical signal head loading and a horizontal wind loading as specified in the ITE Standards. Furnish assembly with all exterior surfaces painted yellow a minimum of 2.5 mils thick meeting Federal Standards 595C, Color Chip 13538, unless otherwise noted.

Provide Light Emitting Diode (LED) blank-out signs to display the words listed in the bid line item for each sign. Fabricate the sign housing with an approximate depth of 8", a maximum width of 29" and a maximum height of 39". Fabricate the message using 6" high Series "E" letters for the word "NO" and 5" high Series "D" letters for all other words.

- Provide a modular design with the following self-contained modules: message display, rack mounted message drivers, driver rack assembly, and enclosure. Ensure all internal components are adequately supported to withstand mechanical shock and vibration from ratings meeting AASHTO's requirements of 80 mph with a 30% gust factor. Design display to operate without moving parts.

- Provide a message display that is a PCB matrix with a matte black solder mask with minimum thickness of 0.093 inches and a silk-screened component identifier. Mount LEDs on front of the PCB matrix. Mount all other components on the back of the black matrix. Ensure that a person with 20/20 vision can read a fully intensified, legible message from 500 feet in front of the sign under any light conditions. Ensure the message is not legible when the sign is off, even if in direct sunlight.

- Use white LEDs that are the latest InGaN technology or better with a minimum luminous intensity of 6,000 mcd at 20 mA. Distribute the LEDs evenly. Ensure that the maximum distance, center to center, between consecutive LEDs is 0.5 inches, plus or minus 10%. Connect the individual LED light sources so that failure of a single LED will result in a loss of no more than 5 LEDs. Ensure the sign is still legible.

- Protect and seal the rear side of the PCB with a molded polymeric back cover. Mount the display PCB with back cover into the front door, which consists of an aluminum frame and face lens. Provide a clear 0.25-inch, non-glare, matte finish polycarbonate lens with a UV resistant surface treatment. Ensure that the lens has light transmission properties equal to or greater than 80%.

- Design the entire display face and door as a one-piece, self-contained module that can be removed from the sign housing in less than one minute without using tools. Seal the module against dust and moisture intrusion to meet the requirements of NEMA Type 4 enclosures.

- Mount the module on the sign housing with three stainless steel "lift-off" hinges and latch it with a minimum of two stainless steel ¼ turn link locks. Provide a retaining rod to hold the door in the open position. Configure the front door frame assembly to cover a gutter surrounding the full perimeter of the housing body and fit flush to the exterior of the body.

- Fabricate the weatherproof housing out of 0.125-inch aluminum with all corner seams welded their full length. Weld the full length of all corner seams using tungsten inert gas method. Provide a 1-inch diameter vent plug in four bottom corners of the housing to prevent the collection of water from possible gasket leaks. Ensure each vent plug has a corrosion resistant screen, which allows the passage of water but does not allow insects to enter the housing. Install a terminal block that accommodates a spade lug sized for a number 10 terminal screw. Provide 4 terminals with each having 2 terminal screws that have a shorting bar between them. Fabricate an entrance for wires on top-center of the housing that is compatible to connect a standard traffic signal mounting gooseneck (wire entrance)

- Provide a standard sun visor made of 1/16-inch aluminum. Paint the inside of the visor with 2 coats of dull black paint. Paint the exterior and interior of the sign case and the outside of the visor Federal Standard 595C yellow by the dry powder method. Apply the yellow finish by electrostatic spray and heat cure. Ensure the thickness of the finish is a minimum of 2.5 mils thick. Do not apply paint to the latching hardware.

- Provide an aluminum driver rack assembly that is a single part, self-contained module consisting of an interconnect PCB and an anodized aluminum frame. Ensure that it is vented from top to bottom and has latches to lock the modules in place. Design the driver rack assembly to be easily removable in less than one minute without the use of tools.

- Design the driver modules to be industry standard 6.5 x 4.5 inches rack mounted. Provide driver modules that consist of a PCB with aluminum front plate and handle as used for inductive loop detectors. Ensure that the LED current does not exceed the manufacturer's maximum current rating. Ensure that the driver modules are fused. Provide voltage surge protection to withstand high repetition noise transients and low repetition high energy transients as stated in section 2.1.6 of the NEMA Standard TS-2, 1992.

- Ensure compatibility and proper triggering and operation with load switches and conflict monitors in signal controllers currently used by the Department. Ensure the on-board circuitry meets FCC title 47, sub-part B, section 15 regulations on the emission of electronic noise. Design the driver modules to maintain a constant LED drive current regardless of the outside temperature.

- Design the driver modules to automatically reduce the light intensity of the display by 35% based on the ambient light. Include a delay to prevent interference caused by extraneous light. Provide a green LED for power status and a red LED for alarm status on the drive module.

- Design the interconnect PCB to include terminals for all field wiring, 120VAC controls, external photocell, and alarm signals. Design all interconnections within the sign to be accomplished through the PCB with no internal wiring with the exception of a single cable for the message display and wires from the input terminal block. Provide a multi-conductor cable with an individual 2-pin connector for each word. Identify all connectors and terminals by the silk screen identifier on the surface of the PCB. Mount all PCBs vertically to facilitate air-cooling and to prevent collection of dust and moisture.

- Design and certify the LED blank out sign to operate over a temperature range of –35°F to 165°F with an operating voltage range of 105 to 130 volts. Ensure that all electronic components are standard industry items that are available from wholesale electronics distributors. Provide components that are "solid state" type. Do not use electro-mechanical components.

Provide time switches with two (2) output circuits and that operate properly from a 120-volt, 60-hertz power source. Use a fuse or circuit breaker for overcurrent protection. Ensure fuse is replaceable by hand and the rating of the fuse is labeled on a panel surface adjacent to the fuse holder. Furnish each time switch with a connecting cable with a minimum length of 6 feet (1.8m). Ensure connecting cable can attach to the unit by a multi-pin connector with the raw ends having labels indicating their functions. Provide housing in a durable finished metallic or thermoplastic shielded case. Neatly cover any unused openings in the enclosure with blank panels. Ensure time switches are of all solid-state design, except for the output relay. Ensure each output circuit has a minimum rating of 10 amperes at 120 volts, 60 hertz with a resistive load and a "Form C" contact arrangement.

- Ensure each time switch has the following display and programming functional requirements:

- Provide easy to read alpha-numeric display with the time kept in a 24-hour format. As an alternative, display AM and PM at the appropriate times.

- Ensure the front panel has indicating devices showing the current day of the week, the current time of the day, the current date, battery condition, program in effect, and the status of the output (ON or OFF).

- Provide a means for rapidly setting the real-time clock via the front panel from which all time-selectable programs are derived.

- Provide a means to review the time switch program via the keyboard. Ensure such a program review does not affect the operation of the time switch.

- Ensure the time switch contains a real time clock from which all time-selectable programs are derived.

- Provide each unit with an automatic clock calendar that extends a minimum of twenty (20) years beyond the unit's delivery date.

- Ensure the real-time clock and the time settings are programmable in increments of one (1) minute or less

- Provide the functionality to manually synchronize the clocks in two (2) time switches to ± 1 second.

- Provide a means for the manual selection of all programs via the front panel.

- Provide the entry of daylight-saving time data and feature enable via the front panel keyboard. Ensure leap year compensation is automatic.

- Accomplish all programming via a push button keyboard which is an integral part of the time switch. Ensure the functions of the keys are clearly marked on the front of the time switch. Ensure the time-of-day, day-of-week, date, year and the operation of the relay output are easily set from the integral keyboard.

- Ensure the time switch will initiate a minimum of sixteen (16) program steps. A program step is defined as the time of day and the day or days of the week at which the output is turned ON or OFF. Provide the functionality to alter any individual program step without disturbing any other step in the program.

- Ensure the time switch will execute ten (10) separate skip plans programmable up to a year in advance to accommodate school holidays. Have each skip plan programmed by entering the beginning day (month/day/year) and the ending date for which the output of the time switch is not activated. Ensure the time switch will skip as short a duration as one (1) day or as long as six (6) months. Provide the functionality to begin a skip plan in one (1) calendar year and end that same plan in the next consecutive year.

- Provide circuit boards in each time switch that conform to the following requirements:

- Arrange the components on all printed circuit boards for ease of access. Ensure the components are identified by markings on the components and on the boards.

- Ensure all contacts, through holes, and conduction tracks are gold or copper plated.

- Provide a moisture resistant coating on each circuit board.

- Provide an internal battery or capacitor backup power source to operate the real-time clock and memory during power outage. Ensure the backup power source supplies the power for a single outage of 48 hours minimum. Ensure the automatic recharging of the battery or capacitor is within 24 hours after resumption of power. Use a frequency crystal-based design to control the time with an accuracy of ± 0.005 percent throughout the full temperature range. Provide functionality for the time switch to resume normal operation following a power interruption.

- Provide upload/download software that is Windows-based for the Time Switch. Provide the Department a license to duplicate, use, and distribute software to entities maintaining and operating traffic signals on the State Highway System. Furnish the software immediately after receiving the first purchase order for a minimum of five (5) Time Switches. Ensure the software will upload and download all operating parameters. Provide software on CD (compact disc) or other approved media. Provide five (5) manuals and rights to the Department for unlimited duplication for use on the State Highway System.

Supply one copy of the operating manual and maintenance manual for each unit. Include maintenance manual with all documentation necessary for troubleshooting and repairing. This may be paper copy or electronic format copies.

The Table below has description of each item number group by lot number, an excel pricing sheet link will be in ATTACHMENT A PRICING SHEET SECTION.

Item #	DESCRIPTION
LOT 1	
1	SIG HEAD, 3 SEC, 8" LED COMPATIBLE – ALUM One-Way, vertical, three-section, 8-inch aluminum signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Provide signal head color in highway yellow. Material #:636018510 Manufacturer: _____ Model: _____
2	SIG HD 3-SEC, 8" LED ALUM (SPECIFY COLOR) One-Way, vertical, three-section, 8-inch aluminum signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Signal head color to be specified on purchase order. Material #:620018512 Manufacturer: _____ Model: _____
3	SIG HEAD, 3-SEC, 8" POLY LED (YELLOW) One-Way, vertical, three-section, 8-inch polycarbonate signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Provide signal head color in highway yellow. Material #:620017506 Manufacturer: _____ Model: _____

* FOR ALL ITEMS, SEE MANUFACTURER AND MODEL FIELDS ON ATTACHMENT A: PRICING.

4	SIG HD 3-SEC, 8" LED POLY (SPECIFY COLOR) One-Way, vertical, three-section, 8-inch polycarbonate signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Signal head color to be specified on purchase order (black, green). Material #: 620017507 Manufacturer: _____ Model: _____
5	TUNNEL VISOR-8 IN. (YELLOW COLOR) Tunnel Visor, aluminum for 8-inch signal head (color to be specified on purchase order) Material #:620018740 Manufacturer: _____ Model: _____
6	TUNNEL VISOR-8IN. POLY (YELLOW COLOR) Tunnel Visor, polycarbonate for 8-inch signal head (color to be specified on purchase order - highway yellow, black, green) Material #:62018745 Manufacturer: _____ Model: _____
7	BACKPLATES FOR 3-SECTION 8" SIGNALS Non-Louvered Aluminum Backplate for 3 section 8-inch signal head (item 1) Material #:636010700 Manufacturer: _____ Model: _____
8	BACKPLATES FOR 3-SECT 8" SIGNALS (POLY) Non-Louvered Polycarbonate/Vacuum Formed ABS Plastic Backplate for 3 section 8-inch signal head (item 1) Material #:609010702 Manufacturer: _____ Model: _____

LOT 2	
9	SIG HEAD,3-SEC, 12" LED COMPATIBLE-ALUM. One-Way, vertical, three-section, 12-inch aluminum signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Provide signal head color in highway yellow. Material #:636018520 Manufacturer: _____ Model: _____
10	SIG HD 3-SEC, 12" LED ALUM (SPECIFY COLOR One-Way, vertical, three-section, 12-inch aluminum signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Signal head color to be specified on purchase order. Material #:620018522 Manufacturer: _____ Model: _____
11	SIG HEAD, 3-SEC, 12" POLY LED (YELLOW) One-Way, vertical, three-section, 12-inch polycarbonate signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Provide signal head color in highway yellow. Material #:620017516 Manufacturer: _____ Model: _____
12	SIG HD, 3-SEC 12" POLY LED (SPECIFY COLOR) One-Way, vertical, three-section, 12-inch polycarbonate signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Signal head color to be specified on purchase order (black, green). Material #:620017517 Manufacturer: _____ Model: _____
13	SIG HEAD,4-SEC, 12" LED COMPATIBLE-ALUM. One-Way, vertical, four-section, 12-inch aluminum signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Provide signal head color in highway yellow. Material #:636018540 Manufacturer: _____

	Model: _____
14	SIG HD, 4-SEC 12" LED ALUM (SPECIFY COLOR) One-Way, vertical, four-section, 12-inch aluminum signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Signal head color to be specified on purchase order. Material #:620018542 Manufacturer: _____ Model: _____
15	SIG HEAD, 4-SEC 12" LED POLY (YELLOW) One-Way, vertical, four-section, 12-inch polycarbonate signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Provide signal head color in highway yellow. Material #:620017536 Manufacturer: _____ Model: _____
16	SIG HD, 4-SEC 12" LED POLY (SPECIFY COLOR) One-Way, vertical, four-section, 12-inch polycarbonate signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Signal head color to be specified on purchase order (black, green). Material #:620017537 Manufacturer: _____ Model: _____
17	SIG HEAD,5-SEC, CLUSTER 12" LED COMPAT. One-Way, cluster, five-section, 12-inch aluminum signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Provide signal head color in highway yellow. Material #: 636018560 Manufacturer: _____ Model: _____
18	SIG HD, 5-SEC 12" LED ALUM (SPECIFY COLOR) One-Way, cluster, five-section, 12-inch aluminum signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Signal head color to be specified on purchase order. Material #:620018562

	Manufacturer: _____ Model: _____
19	SIG HD, 5-SEC 12" LED POLY (YELLOW) One-Way, cluster, five-section, 12-inch polycarbonate signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Provide signal head color in highway yellow. Material #:620017546 Manufacturer: _____ Model: _____
20	SIG HD, 5-SEC 12" LED POLY (SPECIFY COLOR) One-Way, cluster, five-section, 12-inch polycarbonate signal head with no reflectors and no lenses (LED compatible). Include tunnel visor for each section. Signal head color to be specified on purchase order (black, green). Material #:620017547 Manufacturer: _____ Model: _____
21	SIG HEAD,1-SEC, 12" LED COMPATIBLE-ALUM. One-Way, one-section, 12-inch aluminum signal head with no reflector and no lens (LED compatible). Include tunnel visor. Provide signal head color in highway yellow. Material #:636018500 Manufacturer: _____ Model: _____
22	SIG HD, 1-SEC 12" LED ALUM (SPECIFY COLOR) One-Way, one-section, 12-inch aluminum signal head with no reflector and no lens (LED compatible). Include tunnel visor. Signal head color to be specified on purchase order. Material #:620018502 Manufacturer: _____ Model: _____
23	SIG HD, 1-SEC 12" LED POLY (YELLOW) One-Way, one-section, 12-inch polycarbonate signal head with no reflector and no lens (LED compatible). Include tunnel visor. Provide signal head color in highway yellow. Material #:620017406 Manufacturer: _____ Model: _____

24	SIG HD, 1-SEC 12" LED POLY (SPECIFY COLOR) One-Way, one-section, 12-inch polycarbonate signal head with no reflector and no lens (LED compatible). Include tunnel visor. Signal head color to be specified on purchase order (black, green). Material #:620017407 Manufacturer: _____ Model: _____
25	TUNNEL VISOR-12 IN. Tunnel Visor, aluminum for 12-inch signal head (color to be specified on purchase order) Material #:620018750 Manufacturer: _____ Model: _____
26	TUNNEL VISOR-12IN. POLY (SPECIFY COLOR) Tunnel Visor, polycarbonate for 12-inch signal head (color to be specified on purchase order - highway yellow, black, green) Material #:620018755 Manufacturer: _____ Model: _____
27	BACKPLATES FOR 3-SECTION 12"SIGNALS Non-Louvered Aluminum Backplate for 3 section 12-inch signal head (item 9) Material #:636010710 Manufacturer: _____ Model: _____
28	BACKPLATES FOR 4-SECTION 12"SIGNALS Non-Louvered Aluminum Backplate for 4 section 12-inch signal head (item 13) Material #:636010730 Manufacturer: _____ Model: _____
29	BACKPLATES FOR 5-SECT 12"CLUSTER SIGNALS Non-Louvered Aluminum Backplate for 5 section 12-inch signal head (item 17) Material #:636010760 Manufacturer: _____

	Model: _____
30	BACKPLATES FOR 3-SECT 12" SIGNALS (POLY) Non-Louvered Polycarbonate/Vacuum Formed ABS Plastic Backplate for 3 section 12-inch signal head (item 9) Material #:609010712 Manufacturer: _____ Model: _____
31	BACKPLATES FOR 4-SEC 12" SIGNALS (POLY) Non-Louvered Polycarbonate/Vacuum Formed ABS Plastic Backplate for 4 section 12-inch signal head (item 13) Material #:609010732 Manufacturer: _____ Model: _____
32	BACKPLATES FOR 5-SECT 12" SIGNALS (POLY) Non-Louvered Polycarbonate/Vacuum Formed ABS Plastic Backplate for 5 section 12-inch signal head (item 17) Material #:609010762 Manufacturer: _____ Model: _____

LOT 3	
33	HANGER, 1 WAY SPANWIRE W/ BOTTOM CAP One-Way span wire signal mounting assembly with cap for bottom and female gooseneck. Provide color in highway yellow only for bottom cap and female gooseneck. **(DO NOT PAINT SPAN WIRE HANGER)** Material #:636013020 Manufacturer: _____ Model: _____
34	HANGER, 1 WAY SPANWIRE W/ BOTTOM CAP (sp. color) One-Way span wire signal mounting assembly with cap for bottom and female gooseneck. Color to be specified on purchase order only for bottom cap and female gooseneck. **(DO NOT PAINT SPAN WIRE HANGER).** Material #: N/A Manufacturer: _____

	Model: _____
35	BALANCE ADJUSTER, UNIVERSAL Universal Balance Adjuster with 360-degree positioning. **(DO NOT PAINT)** Material #:636011100 Manufacturer: _____ Model: _____

LOT 4	
36	LOUVER, O DEG. STRAIGHT FOR 12" SIGNAL Louver 0-degree cut off for 12-inch signal head. Material #:648015010 Manufacturer: _____ Model: _____
37	LOUVER, 7 DEG CUT-OFF FOR 12" SIGNAL Louver 7-degree cut off for 12-inch signal head. Material #:648015000 Manufacturer: _____ Model: _____
38	HANGER, EXT. ASSY, FOR SEPARATION, YEL Hanger Extension Assembly (for two one-section signal heads flasher assembly). Material #:648012950 Manufacturer: _____ Model: _____

LOT 5	
39	POLE, ALUM SIG PEDESTAL 4' W/CAP 4-foot Signal Pedestal Pole with Cap & Threaded (4.5-inch OD Non-Taper Aluminum Pole Shaft). For Type I Pedestal. Material #:113007018 Manufacturer: _____ Model: _____

40	POLE, ALUM SIG PEDESTAL 7' W/CAP 7-foot Signal Pedestal Pole with Cap & Threaded (4.5-inch OD Non-Taper Aluminum Pole Shaft). For Type II Pedestal. Material #:113007020 Manufacturer: _____ Model: _____
41	POLE BASE, SQUARE TYPE FOR PEDESTAL Square-Type Base & Hardware with Upper End Threaded for Pedestal Pole without Anchor Bolts. Material #:113007010 Manufacturer: _____ Model: _____
42	POLE BASE, OCTAGONAL TYPE FOR PEDESTAL Octagonal-Type Base & Hardware with Upper End Threaded for Pedestal Pole without Anchor Bolts. Material #:113007015 Manufacturer: _____ Model: _____

LOT 6	
43	POLE, STEEL SIG PEDESTAL&BASE 14' W/CAP 14-foot Signal Pedestal Pole and Transformer Base with Cap (4.5 OD 120 Steel Pipe). For Type III Pedestal. Material #:113007050 Manufacturer: _____ Model: _____
44	POLE BASE, TRANSFORMER FOR 14' STEEL POL Transformer Base (same Base that is included for line item 43) Material #:113007055 Manufacturer: _____ Model: _____
45	ANCHOR BOLTS 18" FOR TYPE I PED - 4/SET 18-inch Anchor Bolts (4 bolts per set) for Type I Pedestal.

	Material #:113000502 Manufacturer: _____ Model: _____
46	ANCHOR BOLTS 2' FOR TYPE II PED - 4/SET 2-foot Anchor Bolts (4 bolts per set) for Type II Pedestal. Material #:113000504 Manufacturer: _____ Model: _____
47	ANCHOR BOLTS 4' FOR TYPE III PED - 4/SET 4-foot Anchor Bolts (4 bolts per set) for Type III Pedestal. Material #:113000506 Manufacturer: _____ Model: _____
48	BUTTON, PEDESTRIAN PUSH- W/ HARDWARE - LG Large Pedestrian push button complete with mounting Hardware. Provide color in highway yellow and black – color to be specified on purchase order. Material #:607068530 Manufacturer: _____ Model: _____
49	APS PUSH BUTTON DETECTOR STATION (NO CCU) Accessible Pedestrian Signal (APS) "Push Button" Pedestrian Detector Station for no required Central Control Unit. Provide color in highway yellow and black – color to be specified on purchase order. Material #:607001634 Manufacturer: _____ Model: _____

LOT 7	
50	APS PUSH BUTTON DETECTOR STATION FOR CCU Accessible Pedestrian Signal (APS) "Push Button" Pedestrian Detector Station for a required Central Control Unit. Provide color in highway yellow and black – color to be specified on purchase order. Material #:625001630

	Manufacturer: _____ Model: _____
51	APS CENTRAL CONTROL UNIT Central Control Unit with associated panel(s), cable(s), and hardware for a APS. Material #:625001632 Manufacturer: _____ Model: _____

LOT 8	
52	POLE SIGNAL MOUNTING ASSY FOR 1-WAY PED One-Way Side of Pole Signal Mounting assembly for one-way pedestrian head with both pole plates having a 1.5-inch horizontal hub and a 1.25-inch vertical hub. Provide color in highway yellow and black – color to be specified on purchase order. Material #:607015770 Manufacturer: _____ Model: _____
53	POLE SIGNAL MOUNTING ASSY FOR 2-WAY PED Two-Way Side of Pole Signal Mounting assembly for one-way pedestrian head with both pole plates having a 1.5-inch horizontal hub and a 1.25-inch vertical hub. Provide color in highway yellow and black – color to be specified on purchase order. Material #:607015780 Manufacturer: _____ Model: _____
54	SLIP FITTER 1-WAY POST TOP ASSY One-Way 4.5-inch post top slip fitter assembly. Provide color in highway yellow and black – color to be specified on purchase order. Material #:607018600 Manufacturer: _____ Model: _____
55	SLIP FIT 2WAY POST TOP ASSEMBLY Two-Way 4.5-inch post top slip fitter assembly with center pipe (use for 16-inch pedestrian signal heads). Provide color in highway yellow and black – color to be specified on purchase order.

	Material #:607018610 Manufacturer: _____ Model: _____

LOT 9	
56	PED HEAD, 1 SECTION 16" CLAMSHELL(LEFT) One-Way, one-section, 16-inch aluminum pedestrian signal head housing clamshell mount with traditional visor (no reflector and no lens - LED compatible), left mounting orientation. Provide color in highway yellow and black – color to be specified on purchase order. Material #:607015530 Manufacturer: _____ Model: _____
57	PED HEAD, 1 SECTION 16" CLAMSHEL (RIGHT) One-Way, one-section, 16-inch aluminum pedestrian signal head housing clamshell mount with traditional visor (no reflector and no lens - LED compatible), right mounting orientation. Provide color in highway yellow and black – color to be specified on purchase order. Material #:607015535 Manufacturer: _____ Model: _____
58	PED HEAD, 1-SEC 16" ALUM LED COMPATIBLE One-Way, one-section, 16-inch aluminum pedestrian signal head housing with traditional visor (no reflector and no lens - LED compatible). Provide color in highway yellow and black – color to be specified on purchase order. Material #:607015505 Manufacturer: _____ Model: _____
59	TUNNEL VISOR FOR 16" PED Traditional Visor, aluminum for 16-inch pedestrian signal head Material #:620018785 Manufacturer: _____ Model: _____
60	PED HEAD, 1SEC 16" POLY LED COMPATIBLE

	One-Way, one-section, 16-inch polycarbonate pedestrian signal head housing with traditional visor (no reflector and no lens - LED compatible). Provide color in highway yellow and black – color to be specified on purchase order. Material #:607015550 Manufacturer: _____ Model: _____

LOT 10	
61	SIGNAL BRACKET, 46" TUBE 46-inch Tube with one threaded end and vinyl insert (for a 3-section mast arm assembly) Material #:625012325 Manufacturer: _____ Model: _____
62	SIGNAL BRACKET, 58" TUBE 58-inch Tube with one threaded end and vinyl insert (for a 4-section mast arm assembly) Material #:625012305 Manufacturer: _____ Model: _____
63	SIGNAL BRACKET, ARM KIT FOR 3-SEC Arm Kit for one-way 3-section/4-section mast arm signal head assembly Material #:625012310 Manufacturer: _____ Model: _____
64	SIGNAL BRACKET, 37" TUBE 37-inch Tube with one threaded end and vinyl insert (for a 5-section mast arm assembly) Material #:625012320 Manufacturer: _____ Model: _____
65	SIGNAL BRACKET, ARM KIT FOR 5-SEC Arm Kit for 5-section cluster mast arm signal head assembly

	Material #:625012330 Manufacturer: _____ Model: _____
66	SIGN BRACKET, 18" TUBE (FOR 24" SIGN) Tube for mast arm sign bracket with hardware (for 24-inch sign) Material #:625012340 Manufacturer: _____ Model: _____
67	SIGN BRACKET, 24" TUBE (FOR 30" SIGN) Tube for mast arm sign bracket with hardware (for 30-inch sign) Material #:625012350 Manufacturer: _____ Model: _____
68	SIGN BRACKET, 30" TUBE (FOR 36" SIGN) Tube for mast arm sign bracket with hardware (for 36-inch sign) Material #:625012360 Manufacturer: _____ Model: _____
69	SIGNAL/SIGN CLAMP KIT, CABLE MOUNT 96" Clamp Kit for mast arm assembly – cable mount (cable length 96") Material #:625012385 Manufacturer: _____ Model: _____

LOT 11	
70	LED SIGN, NO L./R TURN TRAIN "No (Left or Right) Turn Train" Light Emitting Diode (LED) Blank-out Sign Material #:60704550 Manufacturer: _____ Model: _____

71	LED SIGN, BLANKOUT (DO NOT ENTER TRAIN) "Do Not Enter Train" Light Emitting Diode (LED) Blank-out Sign Material #:607045510 Manufacturer: _____ Model: _____
72	LED SIGN, BLANKOUT (NO TURN ON RED) "No Turn on Red" Light Emitting Diode (LED) Blank-out Sign Material #:607045520 Manufacturer: _____ Model: _____
73	LED SIGN, BLANKOUT (LEFT TURN YIELD) "Left Turn Yield" Light Emitting Diode (LED) Blank-out Sign Material #:607045530 Manufacturer: _____ Model: _____

LOT 12	
74	BEACON CONTROLLER ASSY. TYPE F1 Type F1 Beacon Controller Assembly Material #:609024100 Manufacturer: _____ Model: _____
75	BEACON CONTROLLER ASSY. TYPE F3 Type F3 Beacon Controller Assembly with Pluggable Surge Protector Material #:609024300 Manufacturer: _____ Model: _____
LOT 13	
76	BEACON CONTROLLER ASSY. TYPE F2 Type F2 Beacon Controller Assembly with Pluggable Surge Protector (include Time Switch with two output circuits - same requirements as line item 77)

	Material #:609024200 Manufacturer: _____ Model: _____
77	TIME SWITCH WITH 2 OUTPUT CIRCUITS Time Switch with two output circuits Material #:609024210 Manufacturer: _____ Model: _____

LOT 14	
78	BOX, PULL, CONCRETE POLYMER WITH COVER Polymer Concrete Standard Sized Junction Box with cover and cover hardware (provide cover logo as Traffic Signal) Material #:106001010 Manufacturer: _____ Model: _____
79	COVER, PULL BOX, CONCRETE POLYMER Cover and hardware for item 78 (provide cover logo as Traffic Signal) Material #:106007510 Manufacturer: _____ Model: _____

LOT 15	
80	BOX, OVERSIZED PULL W/COVER "NCDOT FIBER Polymer Concrete Oversized Heavy-Duty Junction Box with cover and cover hardware (provide cover logo as NCDOT Fiber Optic) Material #:106001016 Manufacturer: _____ Model: _____
81	COVER, OVERSIZED PULL BOX "NCDOT FIBER Cover and hardware for item 80 (provide cover logo as NCDOT Fiber Optic) Material #:106007512

	Manufacturer: _____ Model: _____
82	BOX, OVERSIZED PULL W/COVER "TRAFFIC SIGNAL" Polymer Concrete Oversized Heavy-Duty Junction Box with cover and cover hardware (provide cover logo as Traffic Signal) Material #:106001015 Manufacturer: _____ Model: _____
83	COVER, OVERSIZED PULL BOX"TRAFFIC SIGNAL" Cover and hardware for item 82 (provide cover logo as Traffic Signal) Material #:106007511 Manufacturer: _____ Model: _____

VENDOR'S RESPONSE

Item #	*Specifications*	**Product/Service Offered Meets Specification**
1-8	Lot 1 Meet Specifications	☑ YES ☐ NO
9-32	Lot 2 Meet Specifications	☑ YES ☐ NO
33-35	Lot 3 Meet Specifications	☑ YES ☐ NO
36-38	Lot 4 Meet Specifications	☑ YES ☐ NO
39-42	Lot 5 Meet Specifications	☑ YES ☐ NO
43-49	Lot 6 Meet Specifications	☑ YES ☐ NO
50-51	Lot 7 Meet Specifications	☐ YES ☐ NO N/A

52-55	Lot 8 Meet Specifications	☑ YES ☐ NO
56-60	Lot 9 Meet Specifications	☑ YES ☐ NO
61-69	Lot 10 Meet Specifications	☑ YES ☐ NO
70-73	Lot 11 Meet Specifications	☐ YES ☐ NO N/A
74-75	Lot 12 Meet Specifications	☑ YES ☐ NO
76-77	Lot 13 Meet Specifications	☑ YES ☐ NO
78-79	Lot 14 Meet Specifications	☐ YES ☐ NO N/A
80-83	Lot 15 Meet Specifications	☐ YES ☐ NO N/A

5.2 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.

5.3 DEVIATIONS

The nature of all deviations from the *Specifications and Requirements* listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the *Specifications and Requirements*, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall 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. Do not list objections to the General Contract Terms and Conditions in this section.

_____

_____

_____

_____

5.4 SUBSTITUTIONS

Substitutions are not permitted without prior written approval of this division. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract

5.5 CERTIFICATION AND SAFETY LABELS

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

furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

5.6 VENDOR'S REPRESENTATIONS

a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder.

b) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor's proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.

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

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

6.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 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.

6.4 PRODUCT RECALL

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

6.5 PRICE ADJUSTMENT

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation of the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time. Acceptance of any price increases shall be solely at the discretion of the State and shall be in accordance to the attached "Terms and Conditions" for Price Adjustments and/or cancellation procedure.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation

7.0 VENDOR'S LICENSE OR SUPPORT AGREEMENT

The terms and conditions of the Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this IFB may apply to the extent such terms and conditions do not materially change the terms and conditions of this IFB. In the event of any conflict between the terms and conditions of this IFB and the Vendor's standard agreement(s), the terms and conditions of this IFB relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the Terms and Conditions of this IFB herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

ATTACHMENT A: PRICING

FURNISH AND DELIVER:

Quantities referenced herein are three-year estimates, with no guarantee of usage.

1. Vendors are to provide pricing for each line item within each of the lots provided on the following link:

   ATTACHMENT_A_PRICING-Traffic Signal Parts

2. The completed Excel Document from the link provided above must be printed and submitted in PDF format with the bid as **Attachment A: Pricing**

3. Upon bid opening the State may request Vendors to provide the Excel Spreadsheet via email in Excel Format.

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MoboTrex, Inc

ATTACHMENT A: PRICING

LOT #1
Items 1 – 8 as one composite lot

Vendor: **MoboTrex, Inc**

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
1	200	EA.	SIG HEAD, 3 SEC, 8" LED COMPATIBLE – ALUM	MoboTrex, Inc.	SG130A2C11YYY30-00	$ 170.00	$ 34,000.00
2	5	EA.	SIG HD 3-SEC, 8" LED ALUM (SPECIFY COLOR)	MoboTrex, Inc.	SG130A2C11BBB30-00	$ 190.00	$ 950.00
3	5	EA	SIG HEAD, 3-SEC, 8" POLY LED (YELLOW)	MoboTrex, Inc.	SG130A1C11YYY30-00	$ 102.00	$ 510.00
4	5	EA	SIG HD 3-SEC, 8" LED POLY (SPECIFY COLOR)	MoboTrex, Inc.	SG103A1C11BBB30-00	$ 115.00	$ 575.00
5	10	EA	TUNNEL VISOR-8 IN. (YELLOW COLOR)	MoboTrex, Inc.	A85229112	$ 18.00	$ 180.00
6	1	EA	TUNNEL VISOR-8IN. POLY (YELLOW COLOR)	MoboTrex, Inc.	A70011904	$ 12.00	$ 12.00
7	1	EA	BACKPLATES FOR 3-SECTION 8" SIGNALS	MoboTrex, Inc.	BPA530ANF	$ 58.00	$ 58.00
8	1	EA	BACKPLATES FOR 3-SECT 8" SIGNALS (POLY)	Pelco, Inc.	BK-1006-F	$ 66.00	$ 66.00
						$ 36,351.00	**LOT 1 - SUBTOTAL**

LOT #2
Items 9 – 32 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
9	3000	EA.	SIG HEAD,3-SEC, 12" LED COMPATIBLE-ALUM.	MoboTrex, Inc.	SG103A2C11YYY30-00	$ 165.00	$ 495,000.00
10	100	EA.	SIG HD 3-SEC, 12" LED ALUM (SPECIFY COLOR	MoboTrex, Inc.	SG103A2C11BBB30-00	$ 185.00	$ 18,500.00
11	300	EA	SIG HEAD, 3-SEC, 12" POLY LED (YELLOW)	MoboTrex, Inc.	SG103A1C11YYY30-00	$ 112.00	$ 33,600.00
12	10	EA	SIG HD, 3-SEC 12" POLY LED (SPECIFY COLOR)	MoboTrex, Inc.	SG103A1C11BBB30-00	$ 120.00	$ 1,200.00
13	500	EA	SIG HEAD,4-SEC, 12" LED COMPATIBLE-ALUM.	MoboTrex, Inc.	SG104A2C11YYY40-18	$ 224.00	$ 112,000.00
14	10	EA	SIG HEAD, 4-SEC 12" LED POLY (YELLOW)	MoboTrex, Inc.	SG104A2C11BBB40-18	$ 245.00	$ 2,450.00
15	100	EA	SIG HEAD, 4-SEC 12" LED POLY (YELLOW)	MoboTrex, Inc.	SG104A1C11YYY40-18	$ 152.00	$ 15,200.00
16	10	EA	SIG HD, 4-SEC 12" LED POLY (SPECIFY COLOR)	MoboTrex, Inc.	SG104A1C11BBB40-18	$ 162.00	$ 1,620.00
17	300	EA	SIG HEAD,5-SEC, CLUSTER 12" LED COMPAT.	MoboTrex, Inc.	SG1T5H2C11YYY50-26	$ 425.00	$ 127,500.00
18	20	EA	SIG HD, 5-SEC 12" LED ALUM (SPECIFY COLOR)	MoboTrex, Inc.	SG1T5H2C11BBB50-26	$ 460.00	$ 9,200.00
19	50	EA	SIG HD, 5-SEC 12" LED POLY (YELLOW)	MoboTrex, Inc.	SG1T5H1C11YYY50-26	$ 375.00	$ 18,750.00
20	20	EA	SIG HD, 5-SEC 12" LED POLY (SPECIFY COLOR)	MoboTrex, Inc.	SG1T5H1C11BBB50-26	$ 390.00	$ 7,800.00
21	300	EA.	SIG HEAD,1-SEC, 12" LED COMPATIBLE-ALUM.	MoboTrex, Inc.	SG101A2C11YYY10-00	$ 55.00	$ 16,500.00
22	30	EA.	SIG HD, 1-SEC 12" LED ALUM (SPECIFY COLOR)	MoboTrex, Inc.	SG101A2C11BBB10-00	$ 58.00	$ 1,740.00
23	30	EA.	SIG HD, 1-SEC 12" LED POLY (YELLOW)	MoboTrex, Inc.	SG101A1C11YYY10-00	$ 40.00	$ 1,200.00
24	10	EA.	SIG HD, 1-SEC 12" LED POLY (SPECIFY COLOR)	MoboTrex, Inc.	SG101A1C11BBB10-00	$ 42.00	$ 420.00
25	300	EA.	TUNNEL VISOR-12 IN.	MoboTrex, Inc.	A85230712	$ 15.00	$ 4,500.00
26	30	EA.	TUNNEL VISOR-12IN. POLY (SPECIFY COLOR)	MoboTrex, Inc.	A70012004	$ 9.00	$ 270.00
27	200	EA.	BACKPLATES FOR 3-SECTION 12"SIGNALS	MoboTrex, Inc.	BPA503ANF	$ 62.00	$ 12,400.00
28	30	EA.	BACKPLATES FOR 4-SECTION 12"SIGNALS	MoboTrex, Inc.	BPA504ANF	$ 92.00	$ 2,760.00
29	30	EA.	BACKPLATES FOR 5-SECT 12"CLUSTER SIGNALS	MoboTrex, Inc.	BPA503HNF02	$ 130.00	$ 3,900.00
30	10	EA.	BACKPLATES FOR 3-SECT 12" SIGNALS (POLY)	Pelco, Inc	BK-1003-F	$ 70.00	$ 700.00
31	10	EA.	BACKPLATES FOR 4-SEC 12" SIGNALS (POLY)	Pelco, Inc.	BK-1004-F	$ 88.00	$ 880.00
32	10	EA.	BACKPLATES FOR 5-SECT 12" SIGNALS (POLY)	Pelco, Inc.	BK-1007-F	$ 140.00	$ 1,400.00
						$ 889,490.00	**LOT 2 - SUBTOTAL**

LOT #3
Items 33 – 35 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
33	4000	EA.	HANGER, 1 WAY SPANWIRE W/ BOTTOM CAP	MoboTrex, Inc.	B2408NC-12	$ 72.00	$ 288,000.00
34	50	EA.	HANGER, 1 WAY SPANWIRE W/ BOTTOM CAP (sp. color)	MoboTrex, Inc.	B2408NC-13	$ 75.00	$ 3,750.00
35	3000	EA	BALANCE ADJUSTER, UNIVERSAL	MoboTrex, Inc.	A32000	$ 30.00	$ 90,000.00
						$ 381,750.00	**LOT 3 - SUBTOTAL**

LOT #4
Items 36 – 38 as individual items

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
36	50	EA.	LOUVER, O DEG. STRAIGHT FOR 12" SIGNAL	MoboTrex, Inc.	A70186114	$ 186.00	$ 9,300.00
37	50	EA.	LOUVER, 7 DEG CUT-OFF FOR 12" SIGNAL	MoboTrex, Inc.	A85227014	$ 186.00	$ 9,300.00
38	150	EA	HANGER, EXT. ASSY, FOR SEPARATION, YEL	Pelco, Inc.	TBD	$ 50.00	$ 7,500.00
						$ 26,100.00	**LOT 4 - SUBTOTAL**

LOT #5
Items 39 – 42 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
39	100	EA.	POLE, ALUM SIG PEDESTAL 4' W/CAP	Pelco, Inc.	PB-5100-04-PNC	$ 120.00	$ 12,000.00
40	250	EA.	POLE, ALUM SIG PEDESTAL 7' W/CAP	Pelco, Inc.	PB-5100-07-PNC	$ 172.00	$ 43,000.00
41	350	EA	POLE BASE, SQUARE TYPE FOR PEDESTAL	Pelco, Inc.	PB-5334-PNC	$ 148.00	$ 51,800.00
42	20	EA	POLE BASE, OCTAGONAL TYPE FOR PEDESTAL	Pelco, Inc.	PB-5349-PNC	$ 180.00	$ 3,600.00
						$ 110,400.00	**LOT 5 - SUBTOTAL**

LOT #6
Items 43 – 49 as individual

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
43	50	EA.	POLE, STEEL SIG PEDESTAL&BASE 14' W/CAP	Pelco, Inc	SP-1009-NC-14-GLV	$ 1,550.00	$ 77,500.00
44	25	EA.	POLE BASE, TRANSFORMER FOR 14' STEEL POL	Pelco, Inc	PB-5514-PNC	$ 340.00	$ 8,500.00
45	10	EA	ANCHOR BOLTS 18" FOR TYPE I PED - 4/SET	MoboTrex, Inc	UA246	$ 30.00	$ 300.00
46	10	EA	ANCHOR BOLTS 2' FOR TYPE II PED - 4/SET		NO BID	$ -	$ -
47	100	EA	ANCHOR BOLTS 4' FOR TYPE III PED - 4/SET		NO BID	$ -	$ -
48	1000	EA	BUTTON, PEDESTRIAN PUSH- W/ HARDWARE - LG	Pelco, Inc.	SE-2005-08-P29	$ 45.00	$ 45,000.00
49	100	EA	APS PUSH BUTTON DETECTOR STATION (NO CCU)		NO BID	$ -	$ -
						$ 131,300.00	**LOT 6 - SUBTOTAL**

LOT #7
Items 50 – 51 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
50	5	EA	APS PUSH BUTTON DETECTOR STATION FOR CCU		NO BID	$ -	$ -
51	1	EA	APS CENTRAL CONTROL UNIT		NO BID	$ -	$ -
						$ -	**LOT 7 -SUBTOTAL**

LOT #8
Items 52 – 55 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
52	250	EA.	POLE SIGNAL MOUNTING ASSY FOR 1-WAY PED	Pelco, Inc.	SP-5523-P29	$ 90.00	$ 22,500.00
53	50	EA.	POLE SIGNAL MOUNTING ASSY FOR 2-WAY PED	Pelco, Inc.	SP-5522-P29	$ 205.00	$ 10,250.00
54	300	EA	SLIP FITTER 1-WAY POST TOP ASSY	Pelco, Inc.	SE-3037-P29	$ 75.00	$ 22,500.00
55	100	EA	SLIP FIT 2WAY POST TOP ASSEMBLY	Pelco, Inc.	SE3257-P29	$ 200.00	$ 20,000.00
						$ 75,250.00	**LOT 8 - SUBTOTAL**

LOT #9
Items 56 – 60 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
56	10	EA.	PED HEAD, 1 SECTION 16" CLAMSHELL(LEFT)	MoboTrex, Inc.	SG7MZ21C3YBY10-49	$ 180.00	$ 1,800.00

MoboTrex, Inc

57	10	EA.	PED HEAD, 1 SECTION 16" CLAMSHEL (RIGHT)	MoboTrex, Inc.	SG7MZ22C3YBY10-49	$ 180.00	$ 1,800.00
58	700	EA	PED HEAD, 1-SEC 16" ALUM LED COMPATIBLE	MoboTrex, Inc.	SG7SZ20C3YBY10-00	$ 120.00	$ 84,000.00
59	50	EA	TUNNEL VISOR FOR 16" PED	MoboTrex, Inc.	A85230912	$ 22.50	$ 1,125.00
60	10	EA	PED HEAD, 1SEC 16" POLY LED COMPATIBLE	MoboTrex, Inc.	SG7SZ10C3YBY10-00	$ 70.00	$ 700.00
						$ 89,425.00	**LOT 9 - SUBTOTAL**

LOT #10
Items 61 – 69 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
61	350	EA.	SIGNAL BRACKET, 46" TUBE	Pelco, Inc	AB-2003-46-P29	$ 30.00	$ 10,500.00
62	100	EA.	SIGNAL BRACKET, 58" TUBE	Pelco, Inc	AB-2003-58-PNC	$ 38.00	$ 3,800.00
63	500	EA	SIGNAL BRACKET, ARM KIT FOR 3-SEC	Pelco, Inc	AB-4005-SS-PNC	$ 31.00	$ 15,500.00
64	100	EA	SIGNAL BRACKET, 37" TUBE	Pelco, Inc	AB-2003-37-PNC	$ 25.00	$ 2,500.00
65	50	EA	SIGNAL BRACKET, ARM KIT FOR 5-SEC	Pelco, Inc	AB-5005-SS-PNC	$ 148.00	$ 7,400.00
66	50	EA	SIGN BRACKET, 18" TUBE (FOR 24" SIGN)	Pelco, Inc	AB-0507-18-SS-PNC	$ 24.00	$ 1,200.00
67	50	EA	SIGN BRACKET, 24" TUBE (FOR 30" SIGN)	Pelco, Inc	AB-0507-24-SS-PNC	$ 27.00	$ 1,350.00
68	50	EA	SIGN BRACKET, 30" TUBE (FOR 36" SIGN)	Pelco, Inc	AB-0507-30-SS-PNC	$ 31.00	$ 1,550.00
69	800	EA	SIGNAL/SIGN CLAMP KIT, CABLE MOUNT 96"	Pelco, Inc	AB-3055-96-SS-PNC	$ 88.00	$ 70,400.00
						$ 114,200.00	**LOT 10 - SUBTOTAL**

LOT #11
Items 70 – 73 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
70	50	EA.	LED SIGN, NO L./R TURN TRAIN		NO BID	$ -	$ -
71	5	EA.	LED SIGN, BLANKOUT (DO NOT ENTER TRAIN)		NO BID	$ -	$ -
72	10	EA	LED SIGN, BLANKOUT (NO TURN ON RED)		NO BID	$ -	$ -
73	5	EA	LED SIGN, BLANKOUT (LEFT TURN YIELD)		NO BID	$ -	$ -
						$ -	**LOT 11 - SUBTOTAL**

LOT #12
Items 74 – 75 as individual items

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
74	70	EA.	BEACON CONTROLLER ASSY. TYPE F1	MoboTrex, Inc.	RG-NCFLRF1	$ 475.00	$ 33,250.00
75	50	EA.	BEACON CONTROLLER ASSY. TYPE F3	MoboTrex, Inc.	RG-NCFLRF3	$ 1,250.00	$ 62,500.00
						$ 95,750.00	**LOT 12 - SUBTOTAL**

LOT #13
Items 76 – 77 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	
76	30	EA.	BEACON CONTROLLER ASSY. TYPE F2	MoboTrex, Inc.	RG-NCFLRF2	$ 1,350.00	$ 40,500.00
77	20	EA.	TIME SWITCH WITH 2 OUTPUT CIRCUITS	Eltec	NTC17E/861506NC	$ 440.00	$ 8,800.00
						$ 49,300.00	**LOT 13 - SUBTOTAL**

LOT #14
Items 78 – 79 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
78	800	EA.	BOX, PULL, CONCRETE POLYMER WITH COVER		NO BID	$ -	$ -
79	20	EA.	COVER, PULL BOX, CONCRETE POLYMER		NO BID	$ -	$ -
						$ -	**LOT 14 - SUBTOTAL**

LOT #15
Items 80 – 83 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
80	20	EA.	BOX, OVERSIZED PULL W/COVER "NCDOT FIBER		NO BID	$ -	$ -
81	1	EA.	COVER, OVERSIZED PULL BOX "NCDOT FIBER		NO BID	$ -	$ -
82	1	EA	BOX, OVERSIZED PULL W/COVER "TRAFFIC SIGNAL"		NO BID	$ -	$ -
83	1	EA	COVER, OVERSIZED PULL BOX"TRAFFIC SIGNAL"		NO BID	$ -	$ -
						$ -	**LOT 15 - SUBTOTAL**

LOT SUBTOTALS

LOT #	UOM		DESCRIPTION	LOT SUBTOTALS
1	LOT		Items 1 – 8 as one composite lot	$ 36,351.00
2	LOT		Items 9 – 32 as one composite lot	$ 889,490.00
3	LOT		Items 33 – 35 as one composite lot	$ 381,750.00
4	LOT		Items 36 – 38 as individual items	$ 26,100.00
5	LOT		Items 39 – 42 as one composite lot	$ 110,400.00
6	LOT		Items 43 – 49 as individual	$ 131,300.00
7	LOT		Items 50 – 51 as one composite lot	$ -
8	LOT		Items 52 – 55 as one composite lot	$ 75,250.00
9	LOT		Items 56 – 60 as one composite lot	$ 89,425.00
10	LOT		Items 61 – 69 as one composite lot	$ 114,200.00
11	LOT		Items 70 – 73 as one composite lot	$ -
12	LOT		Items 74 – 75 as individual items	$ 95,750.00
13	LOT		Items 76 – 77 as one composite lot	$ 49,300.00
14	LOT		Items 78 – 79 as one composite lot	$ -
15	LOT		Items 80 – 83 as one composite lot	$ -
			$ 1,999,316.00	***(Lots 1-15) TOTAL COST***

ATTACHMENT B: 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 the timely delivery of bids 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. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.

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 execute page 1 of the IFB (Execution Page) in the designated space shall render bid non-responsive, and it will be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) 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 shall submit with its bid any sketches, descriptive literature and/or complete specifications covering the products and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Failure comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.

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 Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors 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. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

10. **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.

11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

12. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.

13. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.60 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its bid 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, marked in a distinctive color or by 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. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

15. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least $25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than $25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office 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, 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 opportunity. These documents shall 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

16. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

17. **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 or award of a Contract related to this IFB. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

18. **TABULATIONS**: Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), https://www.ips.state.nc.us/ips/BidNumberSearch.aspx. 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.

19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: The North Carolina electronic Vendor Portal (eVP) 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://ncadmin.nc.gov/about-doa/divisions/purchase-contract.

20. **WITHDRAWAL OF BID**: Bids submitted electronically may be withdrawn at any time prior to the date for opening bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). Bids that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the IFB prior to the time for opening bids identified on the cover page of this IFB (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the 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.

21. **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 writing in this IFB and in formal Addenda issued through IPS.

22. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of bids.

23. **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.

24. **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's 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 C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

   The Vendor shall be in default, if its Certification submitted for a price-matching opportunity 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. 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 opportunity under Executive Order #50 (including but not limited to treble damages and civil penalties).

   In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or 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 cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to 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 goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, 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 shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

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) The agency(ies) participating in The 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 AND 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 its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **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.

7. **NON-DISCRIMINATION:**

   a. The Vendor will take necessary action to comply 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 on the basis of any prohibited grounds as defined by Federal and State law.

   b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **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.

9. **INTELLECTUAL PROPERTY WARRANTY AND 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 patent-pending invention, article, device or appliance delivered in connection with The Contract.

   a. Vendor warrants to the best of its knowledge that:
      i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
      ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
   b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.
   c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
      i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
      ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
   d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days' notice in writing from the State to

the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. **ADVERTISING:** Vendor agrees not to use the existence of The 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.

12. **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 The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor 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 The Contract.

14. **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 in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

    b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 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 within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 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 The 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 The 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.

15. **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 The 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 The 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 or services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. ELECTRONIC PROCUREMENT [RESERVED] Optional:

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 ALL 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 G.S. 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 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 shall at all times maintain the confidentiality of its username 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 email. 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.

17. **SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise indicated, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 21 of Attachment A: Instructions to Vendor.

18. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

19. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of The Contract or purchased by or for the State for The Contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

20. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

    If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

    Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

21. **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 its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

22. **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.

23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. **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.

27. SOVEREIGN IMMUNITY: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

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ATTACHMENT D: 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 The Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Vendor shall complete items a) and b) below.

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

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

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

2. 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.:

b) Vendor shall Identify all U.S. locations at which performance will occur:

AUSTIN, TX (MOBOTREX, INC.) EDMOND, OK (PELLO, INC)

POWHATAN, VA (MOBOTREX, INC.)

Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

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.

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ATTACHMENT E: DESCRIPTION OF EXECUTIVE ORDER #50 AND CERTIFICATION

NORTH CAROLINA RESIDENT VENDORS TAKE NOTE:

Pursuant to G.S. 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 a qualified in-State resident Vendor 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 opportunity, 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 Opportunity 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 require 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 opportunity 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 12 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 opportunity 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 the prices bid, from lowest to highest, so that the qualified North Carolina resident Vendor that submitted the lowest bid 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 opportunity, 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 the IFB requests bids on alternative configurations or components, then the price match shall apply to the actual alternative chosen by the State.

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 opportunity, 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 opportunity 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 QUESTION #1. A RESIDENT VENDOR REQUESTING A PRICE-MATCHING OPPORTUNITY SHALL ANSWER BOTH 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:

PART I – EO50

Vendor shall check the applicable boxes below, in order to be considered for the price-matching opportunity 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.

PART II – EO50

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 overall 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. If box is not checked, state reason why no filings are required:

_____ _____.

Vendor: MoboTrex, Inc.

RESIDENT VENDOR'S CERTIFICATION FOR PRICE-MATCHING OPPORTUNITY

UNDER EXECUTIVE ORDER #50

NOTICE: The Price-Matching Opportunity will only be given to a Vendor that fully completes this Attachment (i.e., all information shall be provided, all supporting documents shall be attached, the affidavit shall be signed by an authorized representative of the Vendor and the affidavit shall be notarized) and demonstrates their qualifications for the Price-Matching Opportunity through the certification and information provided in this affidavit and any other required information. A certification shall be submitted with each bid for which Vendor seeks a price-matching opportunity.

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 _____

Subscribed and sworn to before me this _____ day of _____ 20_____ [Stamp]

Notary Public: _____ My commission expires _____

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: MoboTrex, Inc.

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

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

Date of latest audit: DEC 2018 (If no audit within past 18 months, explain reason below)

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

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

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

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

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

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

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

Signature

11/18/19
Date

PAUL D. THOMPSON
Printed Name

VP Mid-ATLANTIC Dist.
Title

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

ATTACHMENT G: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business? ☐ **Yes** ☑ **No**

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☑ **No**

If so, state HUB classification: _____

SUSTAINABILITY

According to G.S. 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? _____%

Other sustainable properties:

packaging contains recycled cardboard

ATTACHMENT H: SUPPLEMENTAL INFORMATION TECHNOLOGY TERMS & CONDITIONS

1. **Standards:** Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required:

- by State or Federal Regulation,
- by the Chief Information Officer's (CIO) policy or regulation, or
- acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.

a) **Site Preparation:** Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.

b) **Goods Return:** Deliverables and any other goods or materials furnished by the Vendor to fulfill technical requirements shall be in good working order and be maintained in good working order by Vendor for the duration of the Contract; unless otherwise provided in a separate maintenance agreement or in the Solicitation Documents. Deliverables failing to meet the State's technical requirements shall be considered non-conforming goods and subject to return to the Vendor for replacement at the State's option, and at the Vendor's expense. The State is responsible for the return costs related to the termination of a Contract, including deinstallation, and freight to destinations within the Continental United States; except in the case of default by the Vendor or delivery of non-conforming goods by Vendor. Shipping or freight charges, if any, paid by the State for non-conforming goods will be reimbursed to the State.

c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

2. **Warranties:** Vendor shall assign all applicable third party warranties for Deliverables to the Purchasing State Agency.

3. **Subcontracting:** The Vendor may subcontract the performance of required services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

4. Vendor's Representation: Vendor warrants that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

a) Intellectual Property. Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Inherent Services. If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables

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

d) Warranty as to Equipment; Hardware. Vendor warrants that the equipment and hardware that it provides pursuant to this Contract shall be free from defects in materials, in good working order and be maintained in good working order.

5. Software License (***for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto***): Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as floppy diskettes or CD-ROM, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.

6. Maintenance/Support Services: ***Unless otherwise provided in the State's solicitation document, or in an attachment hereto***, for the first year and all subsequent Contract years, Vendor agrees to provide the following

services for the current version and one previous version of any Software provided with the Deliverables, commencing upon installation of the Deliverables or delivery of the Software:

a) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Program. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance services under this Paragraph.

b) Vendor shall notify the State of any material errors or defects in the Deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.

c) Updates. Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of this Contract.

d) Telephone Assistance. Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Standard Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

7. Patent, Copyright, and Trade Secret Protection:

a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.

b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:

i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,

ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.

d) Should any services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of

such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.

e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.

f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

8. Date and Time Warranty: The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

LOT #1

Items 1 – 8 as one composite lot

Vendor **MoboTrex, Inc**

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
1	200	EA.	SIG HEAD, 3 SEC, 8" LED COMPATIBLE – ALUM	MoboTrex, Inc.	SG130A2C11YYY30-00	$ 170.00	$ 34,000.00
2	5	EA.	SIG HD 3-SEC, 8" LED ALUM (SPECIFY COLOR)	MoboTrex, Inc.	SG130A2C11BBB30-00	$ 190.00	$ 950.00
3	5	EA	SIG HEAD, 3-SEC, 8" POLY LED (YELLOW)	MoboTrex, Inc.	SG130A1C11YYY30-00	$ 102.00	$ 510.00
4	5	EA	SIG HD 3-SEC, 8" LED POLY (SPECIFY COLOR)	MoboTrex, Inc.	SG103A1C11BBB30-00	$ 115.00	$ 575.00
5	10	EA	TUNNEL VISOR-8 IN. (YELLOW COLOR)	MoboTrex, Inc.	A85229112	$ 18.00	$ 180.00
6	1	EA	TUNNEL VISOR-8IN. POLY (YELLOW COLOR)	MoboTrex, Inc.	A70011904	$ 12.00	$ 12.00
7	1	EA	BACKPLATES FOR 3-SECTION 8" SIGNALS	MoboTrex, Inc.	BPA530ANF	$ 58.00	$ 58.00
8	1	EA	BACKPLATES FOR 3-SECT 8" SIGNALS (POLY)	Pelco, Inc.	BK-1006-F	$ 66.00	$ 66.00
						$ 36,351.00	**LOT 1 - SUBTOTAL**

LOT #2

Items 9 – 32 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
9	3000	EA.	SIG HEAD,3-SEC, 12" LED COMPATIBLE-ALUM.	MoboTrex, Inc.	SG103A2C11YYY30-00	$ 165.00	$ 495,000.00
10	100	EA.	SIG HD 3-SEC, 12" LED ALUM (SPECIFY COLOR	MoboTrex, Inc.	SG103A2C11BBB30-00	$ 185.00	$ 18,500.00
11	300	EA	SIG HEAD, 3-SEC, 12" POLY LED (YELLOW)	MoboTrex, Inc.	SG103A1C11YYY30-00	$ 112.00	$ 33,600.00
12	10	EA	SIG HD, 3-SEC 12" POLY LED (SPECIFY COLOR)	MoboTrex, Inc.	SG103A1C11BBB30-00	$ 120.00	$ 1,200.00
13	500	EA	SIG HEAD,4-SEC, 12" LED COMPATIBLE-ALUM.	MoboTrex, Inc.	SG104A2C11YYY40-18	$ 224.00	$ 112,000.00
14	10	EA	SIG HEAD, 4-SEC 12" LED POLY (YELLOW)	MoboTrex, Inc.	SG104A2C11BBB40-18	$ 245.00	$ 2,450.00
15	100	EA	SIG HEAD, 4-SEC 12" LED POLY (YELLOW)	MoboTrex, Inc.	SG104A1C11YYY40-18	$ 152.00	$ 15,200.00
16	10	EA	SIG HD, 4-SEC 12" LED POLY (SPECIFY COLOR)	MoboTrex, Inc.	SG104A1C11BBB40-18	$ 162.00	$ 1,620.00
17	300	EA	SIG HEAD,5-SEC, CLUSTER 12" LED COMPAT.	MoboTrex, Inc.	SG1T5H2C11YYY50-26	$ 425.00	$ 127,500.00
18	20	EA	SIG HD, 5-SEC 12" LED ALUM (SPECIFY COLOR)	MoboTrex, Inc.	SG1T5H2C11BBB50-26	$ 460.00	$ 9,200.00
19	50	EA	SIG HD, 5-SEC 12" LED POLY (YELLOW)	MoboTrex, Inc.	SG1T5H1C11YYY50-26	$ 375.00	$ 18,750.00
20	20	EA	SIG HD, 5-SEC 12" LED POLY (SPECIFY COLOR)	MoboTrex, Inc.	SG1T5H1C11BBB50-26	$ 390.00	$ 7,800.00
21	300	EA.	SIG HEAD,1-SEC, 12" LED COMPATIBLE-ALUM.	MoboTrex, Inc.	SG101A2C11YYY10-00	$ 55.00	$ 16,500.00
22	30	EA.	SIG HD, 1-SEC 12" LED ALUM (SPECIFY COLOR)	MoboTrex, Inc.	SG101A2C11BBB10-00	$ 58.00	$ 1,740.00
23	30	EA.	SIG HD, 1-SEC 12" LED POLY (YELLOW)	MoboTrex, Inc.	SG101A1C11YYY10-00	$ 40.00	$ 1,200.00
24	10	EA.	SIG HD, 1-SEC 12" LED POLY (SPECIFY COLOR)	MoboTrex, Inc.	SG101A1C11BBB10-00	$ 42.00	$ 420.00
25	300	EA.	TUNNEL VISOR-12 IN.	MoboTrex, Inc.	A85230712	$ 15.00	$ 4,500.00
26	30	EA.	TUNNEL VISOR-12IN. POLY (SPECIFY COLOR)	MoboTrex, Inc.	A70012004	$ 9.00	$ 270.00
27	200	EA.	BACKPLATES FOR 3-SECTION 12"SIGNALS	MoboTrex, Inc.	BPA503ANF	$ 62.00	$ 12,400.00
28	30	EA.	BACKPLATES FOR 4-SECTION 12"SIGNALS	MoboTrex, Inc.	BPA504ANF	$ 92.00	$ 2,760.00
29	30	EA.	BACKPLATES FOR 5-SECT 12"CLUSTER SIGNALS	MoboTrex, Inc.	BPA503HNF02	$ 130.00	$ 3,900.00
30	10	EA.	BACKPLATES FOR 3-SECT 12" SIGNALS (POLY)	Pelco, Inc	BK-1003-F	$ 70.00	$ 700.00
31	10	EA.	BACKPLATES FOR 4-SEC 12" SIGNALS (POLY)	Pelco, Inc.	BK-1004-F	$ 88.00	$ 880.00
32	10	EA.	BACKPLATES FOR 5-SECT 12" SIGNALS (POLY)	Pelco, Inc.	BK-1007-F	$ 140.00	$ 1,400.00
						$ 889,490.00	**LOT 2 - SUBTOTAL**

LOT #3

Items 33 – 35 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
33	4000	EA.	HANGER, 1 WAY SPANWIRE W/ BOTTOM CAP	MoboTrex, Inc.	B2408NC-12	$ 72.00	$ 288,000.00
34	50	EA.	HANGER, 1 WAY SPANWIRE W/ BOTTOM CAP (sp. color)	MoboTrex, Inc.	B2408NC-13	$ 75.00	$ 3,750.00
35	3000	EA	BALANCE ADJUSTER, UNIVERSAL	MoboTrex, Inc.	A32000	$ 30.00	$ 90,000.00
						$ 381,750.00	**LOT 3 - SUBTOTAL**

LOT #4

Items 36 – 38 as individual items

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
36	50	EA.	LOUVER, O DEG. STRAIGHT FOR 12" SIGNAL	MoboTrex, Inc.	A70186114	$ 186.00	$ 9,300.00
37	50	EA.	LOUVER, 7 DEG CUT-OFF FOR 12" SIGNAL	MoboTrex, Inc.	A85227014	$ 186.00	$ 9,300.00
38	150	EA	HANGER, EXT. ASSY, FOR SEPARATION, YEL	Pelco, Inc.	TBD	$ 50.00	$ 7,500.00
						$ 26,100.00	**LOT 4 - SUBTOTAL**

LOT #5

Items 39 – 42 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
39	100	EA.	POLE, ALUM SIG PEDESTAL 4' W/CAP	Pelco, Inc.	PB-5100-04-PNC	$ 120.00	$ 12,000.00
40	250	EA.	POLE, ALUM SIG PEDESTAL 7' W/CAP	Pelco, Inc.	PB-5100-07-PNC	$ 172.00	$ 43,000.00
41	350	EA	POLE BASE, SQUARE TYPE FOR PEDESTAL	Pelco, Inc.	PB-5334-PNC	$ 148.00	$ 51,800.00
42	20	EA	POLE BASE, OCTAGONAL TYPE FOR PEDESTAL	Pelco, Inc.	PB-5349-PNC	$ 180.00	$ 3,600.00
						$ 110,400.00	**LOT 5 - SUBTOTAL**

LOT #6

Items 43 – 49 as individual

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
43	50	EA.	POLE, STEEL SIG PEDESTAL&BASE 14' W/CAP	Pelco, Inc	SP-1009-NC-14-GLV	$ 1,550.00	$ 77,500.00
44	25	EA.	POLE BASE, TRANSFORMER FOR 14' STEEL POL	Pelco, Inc	PB-5514-PNC	$ 340.00	$ 8,500.00
45	10	EA	ANCHOR BOLTS 18" FOR TYPE I PED - 4/SET	MoboTrex, Inc	UA246	$ 30.00	$ 300.00
46	10	EA	ANCHOR BOLTS 2' FOR TYPE II PED - 4/SET		NO BID	$ -	$ -
47	100	EA	ANCHOR BOLTS 4' FOR TYPE III PED - 4/SET		NO BID	$ -	$ -
48	1000	EA	BUTTON, PEDESTRIAN PUSH- W/ HARDWARE - LG	Pelco, Inc.	SE-2005-08-P29	$ 45.00	$ 45,000.00
49	100	EA	APS PUSH BUTTON DETECTOR STATION (NO CCU)		NO BID	$ -	$ -
						$ 131,300.00	**LOT 6 - SUBTOTAL**

LOT #7

Items 50 – 51 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
50	5	EA	APS PUSH BUTTON DETECTOR STATION FOR CCU		NO BID	$ -	$ -
51	1	EA	APS CENTRAL CONTROL UNIT		NO BID	$ -	$ -
						$ -	**LOT 7 -SUBTOTAL**

LOT #8

Items 52 – 55 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
52	250	EA.	POLE SIGNAL MOUNTING ASSY FOR 1-WAY PED	Pelco, Inc.	SP-5523-P29	$ 90.00	$ 22,500.00
53	50	EA.	POLE SIGNAL MOUNTING ASSY FOR 2-WAY PED	Pelco, Inc.	SP-5522-P29	$ 205.00	$ 10,250.00
54	300	EA	SLIP FITTER 1-WAY POST TOP ASSY	Pelco, Inc.	SE-3037-P29	$ 75.00	$ 22,500.00
55	100	EA	SLIP FIT 2WAY POST TOP ASSEMBLY	Pelco, Inc.	SE3257-P29	$ 200.00	$ 20,000.00
						$ 75,250.00	**LOT 8 - SUBTOTAL**

LOT #9

Items 56 – 60 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
56	10	EA.	PED HEAD, 1 SECTION 16" CLAMSHELL(LEFT)	MoboTrex, Inc.	SG7MZ21C3YBY10-49	$ 180.00	$ 1,800.00

57	10	EA.	PED HEAD, 1 SECTION 16" CLAMSHEL (RIGHT)	MoboTrex, Inc.	SG7MZ22C3YBY10-49	$ 180.00	$ 1,800.00
58	700	EA	PED HEAD, 1-SEC 16" ALUM LED COMPATIBLE	MoboTrex, Inc.	SG7SZ20C3YBY10-00	$ 120.00	$ 84,000.00
59	50	EA	TUNNEL VISOR FOR 16" PED	MoboTrex, Inc.	A85230912	$ 22.50	$ 1,125.00
60	10	EA	PED HEAD, 1SEC 16" POLY LED COMPATIBLE	MoboTrex, Inc.	SG7SZ10C3YBY10-00	$ 70.00	$ 700.00
						$ 89,425.00	**LOT 9 - SUBTOTAL**
LOT #10							
Items 61 – 69 as one composite lot							
ITEM	**QTY**	**UOM**	**DESCRIPTION**	**MANUFACTURER**	**MODEL NUMBER**	**UNIT PRICE**	**EXTENDED PRICE**
61	350	EA.	SIGNAL BRACKET, 46" TUBE	Pelco, Inc	AB-2003-46-P29	$ 30.00	$ 10,500.00
62	100	EA.	SIGNAL BRACKET, 58" TUBE	Pelco, Inc	AB-2003-58-PNC	$ 38.00	$ 3,800.00
63	500	EA	SIGNAL BRACKET, ARM KIT FOR 3-SEC	Pelco, Inc	AB-4005-SS-PNC	$ 31.00	$ 15,500.00
64	100	EA	SIGNAL BRACKET, 37" TUBE	Pelco, Inc	AB-2003-37-PNC	$ 25.00	$ 2,500.00
65	50	EA	SIGNAL BRACKET, ARM KIT FOR 5-SEC	Pelco, Inc	AB-5005-SS-PNC	$ 148.00	$ 7,400.00
66	50	EA	SIGN BRACKET, 18" TUBE (FOR 24" SIGN)	Pelco, Inc	AB-0507-18-SS-PNC	$ 24.00	$ 1,200.00
67	50	EA	SIGN BRACKET, 24" TUBE (FOR 30" SIGN)	Pelco, Inc	AB-0507-24-SS-PNC	$ 27.00	$ 1,350.00
68	50	EA	SIGN BRACKET, 30" TUBE (FOR 36" SIGN)	Pelco, Inc	AB-0507-30-SS-PNC	$ 31.00	$ 1,550.00
69	800	EA	SIGNAL/SIGN CLAMP KIT, CABLE MOUNT 96"	Pelco, Inc	AB-3055-96-SS-PNC	$ 88.00	$ 70,400.00
						$ 114,200.00	**LOT 10 - SUBTOTAL**
LOT #11							
Items 70 – 73 as one composite lot							
ITEM	**QTY**	**UOM**	**DESCRIPTION**	**MANUFACTURER**	**MODEL NUMBER**	**UNIT PRICE**	**EXTENDED PRICE**
70	50	EA.	LED SIGN, NO L./R TURN TRAIN		NO BID	$ -	$ -
71	5	EA.	LED SIGN, BLANKOUT (DO NOT ENTER TRAIN)		NO BID	$ -	$ -
72	10	EA	LED SIGN, BLANKOUT (NO TURN ON RED)		NO BID	$ -	$ -
73	5	EA	LED SIGN, BLANKOUT (LEFT TURN YIELD)		NO BID	$ -	$ -
						$ -	**LOT 11 - SUBTOTAL**
LOT #12							
Items 74 – 75 as individual items							
ITEM	**QTY**	**UOM**	**DESCRIPTION**	**MANUFACTURER**	**MODEL NUMBER**	**UNIT PRICE**	**EXTENDED PRICE**
74	70	EA.	BEACON CONTROLLER ASSY. TYPE F1	MoboTrex, Inc.	RG-NCFLRF1	$ 475.00	$ 33,250.00
75	50	EA.	BEACON CONTROLLER ASSY. TYPE F3	MoboTrex, Inc.	RG-NCFLRF3	$ 1,250.00	$ 62,500.00
						$ 95,750.00	**LOT 12 - SUBTOTAL**
LOT #13							
Items 76 – 77 as one composite lot							
ITEM	**QTY**	**UOM**	**DESCRIPTION**	**MANUFACTURER**	**MODEL NUMBER**	**UNIT PRICE**	
76	30	EA.	BEACON CONTROLLER ASSY. TYPE F2	MoboTrex, Inc.	RG-NCFLRF2	$ 1,350.00	$ 40,500.00
77	20	EA.	TIME SWITCH WITH 2 OUTPUT CIRCUITS	Eltec	NTC17E/861506NC	$ 440.00	$ 8,800.00
						$ 49,300.00	**LOT 13 - SUBTOTAL**
LOT #14							
Items 78 – 79 as one composite lot							
ITEM	**QTY**	**UOM**	**DESCRIPTION**	**MANUFACTURER**	**MODEL NUMBER**	**UNIT PRICE**	**EXTENDED PRICE**
78	800	EA.	BOX, PULL, CONCRETE POLYMER WITH COVER		NO BID	$ -	$ -
79	20	EA.	COVER, PULL BOX, CONCRETE POLYMER		NO BID	$ -	$ -
						$ -	**LOT 14 - SUBTOTAL**
LOT #15							
Items 80 – 83 as one composite lot							
ITEM	**QTY**	**UOM**	**DESCRIPTION**	**MANUFACTURER**	**MODEL NUMBER**	**UNIT PRICE**	**EXTENDED PRICE**
80	20	EA.	BOX, OVERSIZED PULL W/COVER "NCDOT FIBER		NO BID	$ -	$ -
81	1	EA.	COVER, OVERSIZED PULL BOX "NCDOT FIBER		NO BID	$ -	$ -
82	1	EA	BOX, OVERSIZED PULL W/COVER "TRAFFIC SIGNAL"		NO BID	$ -	$ -
83	1	EA	COVER, OVERSIZED PULL BOX"TRAFFIC SIGNAL"		NO BID	$ -	$ -
						$ -	**LOT 15 - SUBTOTAL**

LOT SUBTOTALS

LOT #	UOM		DESCRIPTION	LOT SUBTOTALS
1	LOT		Items 1 – 8 as one composite lot	$ 36,351.00
2	LOT		Items 9 – 32 as one composite lot	$ 889,490.00
3	LOT		Items 33 – 35 as one composite lot	$ 381,750.00
4	LOT		Items 36 – 38 as individual items	$ 26,100.00
5	LOT		Items 39 – 42 as one composite lot	$ 110,400.00
6	LOT		Items 43 – 49 as individual	$ 131,300.00
7	LOT		Items 50 – 51 as one composite lot	$ -
8	LOT		Items 52 – 55 as one composite lot	$ 75,250.00
9	LOT		Items 56 – 60 as one composite lot	$ 89,425.00
10	LOT		Items 61 – 69 as one composite lot	$ 114,200.00
11	LOT		Items 70 – 73 as one composite lot	$ -
12	LOT		Items 74 – 75 as individual items	$ 95,750.00
13	LOT		Items 76 – 77 as one composite lot	$ 49,300.00
14	LOT		Items 78 – 79 as one composite lot	$ -
15	LOT		Items 80 – 83 as one composite lot	$ -
			$ 1,999,316.00	***(Lots 1-15) TOTAL COST***