



North Carolina  
Department of Administration  
Division of Purchase & Contract

Machelle Sanders  
Secretary

Odessa McGlown  
State Purchasing Officer

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## Contract Award Certification

Date: March 23, 2020

**Bid/File Number:** 201901224

**Commodity:** 550-89  
Traffic Signal Parts

**To:**

Danny Mulcay  
Utilicom Supply Associates, LLC.  
4400 Shackford Rd  
Norcross, GA 30073  
[smccallum@utilicomsupply.com](mailto:smccallum@utilicomsupply.com)  
704-431-3295

**From:**

Nicole Mathis for Rich Reber  
919-807-4539  
[richard.reber@doa.nc.gov](mailto: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)**

Lot #1 (Line Items 1 – 8) \$30,249.90  
Lot #2 (Line Items 9 – 32) \$823,217.50  
Lot #14 (Line Items 78 – 79) \$66,640.00  
Lot #15 (Line Items 80 – 83) \$4,728.00

**Award Amount:**  
**\$924,835.40**

**Using Agency:**

DEPARTMENT – Transportation  
Kris May  
919-707-2624  
[ktmay@ncdot.gov](mailto: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: <i>Utilicom Supply Associates</i>		
STREET ADDRESS: <i>4400 Shackelford Rd</i>	P.O. BOX: <i>3689</i>	ZIP: <i>30048</i>
CITY & STATE & ZIP: <i>Norcross, GA 30073</i>	TELEPHONE NUMBER: <i>404-298-7700</i>	TOLL FREE TEL. NO.: <i>855-884-5426</i>
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <i>Danny Mulcahy - President</i>		FAX NUMBER: <i>404-298-8810</i>
VENDOR'S AUTHORIZED SIGNATURE*: <i>[Signature]</i>	DATE: <i>11-19-19</i>	EMAIL: <i>dmulcahy@utilicomsupply.com</i>

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).

<p><b>FOR STATE USE ONLY:</b> Offer accepted and Contract awarded this <u>23</u> day of <u>March</u>, 20<u>20</u>, as indicated on the attached certification, by <u>[Signature]</u> (Authorized Representative of Division of Purchase and Contract).</p>
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**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: 30-45 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 \_\_\_\_\_ (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.

**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

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: McAin Traffic

or Contact Utilicom Supply  
1-888-Utilicom

Company Address: 2365 Oak Ridge Way  
Vista, CA 92081

Contact Person (name): Jan Amato

Contact Person (phone number): 760-727-8100



## Standard Warranty

McCain products (other than controllers and cabinets) are covered by a (1) one year limited warranty from the date of purchase. McCain warrants its products to be free of defects in workmanship and/or material. McCain will repair or replace, at our discretion, any units found to be defective within the first (12) twelve months from the date of delivery.

Before returning any products, the customer must call their McCain Representative or Account Manager @ 760-727-8100. The McCain representative will at that time record the date, description of problem, issue the RMA #, and then make the appropriate arrangements for the return of the product. The purchaser must prepay all freight, insurance and other transportation charges to send the product to McCain for warranty-coverage verification, repair or replacement, and, if found to be defective, McCain will return replacement / repaired product to the purchaser freight paid. McCain retains all replaced parts or products.

This warranty does not cover (1) product advice or assistance that McCain furnishes as a courtesy, (2) removal or reinstallation of products, (3) defects or damage as a result of accident, modification, misuse, improper service or repair, abuse or abnormal use including, without limitation, improper storage and incorrect installation, (4) acts of God or nature, exposure to casualty of elements. In all such cases the warranty is immediately null and void.

In no event shall this warranty run to OEM or component part buyers. All replacement products are warranted only for the remainder of the original warranty of the product replaced. Replacement products will be equivalent in function, but not necessarily identical to the replaced product.

This warranty is exclusive of all other warranties, expressed or implied, and McCain hereby specifically disclaims all other warranty claims of any type; including without limitation, a warranty of merchantability of any unit or its fitness for any particular use or purpose. In no event shall McCain be liable for interruption of business loss, profits or indirect or consequential damages, injury to person or damage to property from any cause whatsoever.

© McCain Inc. Updated 4/14/2019. McCain reserves the right to change product warranties without notice. For the most up to date information, please contact McCain.

Phone 760-727-8100

Fax 760-727-8184

[www.mccain-inc.com](http://www.mccain-inc.com)

2365 Oak Ridge Way // Vista, California 92081 // USA

## WARRANTY

**General:** All statements, technical information and recommendations contained in Pelco Product Brochures and Bulletins are based on tests Pelco believes to be reliable. However, the accuracy or completeness thereof is not guaranteed and the following is made in lieu of all warranties, expressed or implied:

**Limited Warranty:** Pelco's only obligations shall be to replace such quantity of the product proven to be defective.

Repair or replacement of any product will be made at Pelco's facilities. The extent of repair or replacement is at Pelco's discretion. Transportation to and from Pelco's facilities is the responsibility of the buyer.

Pelco shall not be liable for injury, loss or damage direct or consequential arising out of the use of, or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use, and assumes all risk and liability whatsoever in connection therewith. No statement or recommendation not contained herein shall have any effect unless in an agreement signed by the officers of Pelco Products Inc.

**Warranty Period:** Unless otherwise noted, standard product warranty is 12 months from date of shipment.

Contact Pelco for complete warranty details and exclusions.



*Martin Enterprises*

## Warranty

Martin Enterprises warrants for a period of one year from date of shipment of said product.

Martin Enterprises shall accept a written return request, without exception, for products purchase that do not conform to quality standards and specification requirements as forth in the Purchase Order. Martin Enterprises will assume the cost associated with shipping the returned product back to the factory.

Martin Enterprises manufactures Ground Level Utility Enclosures that are designed to meet The Society of Cable Telecommunications Engineers ANSI/SCTE 77 Specification for Underground Enclosure Integrity. Martin Enterprises represents and warrants that all products shall be free of defects in material and workmanship, and be sufficient ad fit the purpose intended by the Buyer.

Martin Enterprises enclosures should **NOT** be installed in areas that will expose the product to deliberate or heavy vehicular traffic. Martin Enterprises does not take responsibility for product failure caused by improper installation practices that do not adhere to the ANSI/SCTE 77 Specification.

This warranty will not apply to any products which have been modified outside of the Martin Enterprises facility, and/or have been utilized in in a manner that does not adhere to the abovementioned specification

**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
Oldcastle	Tony Brown	253-561-0064
Alan Wire	Malinda Priggel	573-475-3324
Team Alliance	Brad Van Kalsbeck	973-244-1381

**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.

**ATTACHMENT A: PRICING**

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**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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Uticom Supply Associates

LOT #1  
Items 1 - 8 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
1	200	EA	SIG HEAD, 3 SEC, 8" LED COMPATIBLE - ALUM	McCain Traffic	M31901-P29	\$ 142.00	\$ 28,400.00
2	5	EA	SIG HD 3-SEC, 8" LED ALUM (SPECIFY COLOR)	McCain Traffic	M31901-XX	\$ 142.00	\$ 710.00
3	5	EA	SIG HEAD, 3-SEC, 8" POLY LED (YELLOW)	McCain Traffic	M31731-P29	\$ 91.25	\$ 456.25
4	5	EA	SIG HD 3-SEC, 8" LED POLY (SPECIFY COLOR)	McCain Traffic	M31731-XX	\$ 12.00	\$ 456.25
5	10	EA	TUNNEL VISOR-8 IN. (YELLOW COLOR)	McCain Traffic	M19488-P29	\$ 12.00	\$ 120.00
6	1	EA	TUNNEL VISOR-8IN. POLY (YELLOW COLOR)	McCain Traffic	M19488-P29	\$ 5.30	\$ 5.30
7	1	EA	BACKPLATES FOR 3-SECTION 8" SIGNALS	McCain Traffic	M17765	\$ 27.10	\$ 27.10
8	1	EA	BACKPLATES FOR 3-SECT 8" SIGNALS (POLY)	Pelco	BK1006-N-PNC	\$ 75.00	\$ 75.00
						\$ 30,249.90	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.	McCain Traffic	M27284-P29	\$ 172.95	\$ 518,850.00
10	100	EA	SIG HD 3-SEC, 12" LED ALUM (SPECIFY COLOR)	McCain Traffic	M27284-XX	\$ 172.95	\$ 17,295.00
11	300	EA	SIG HEAD, 3-SEC, 12" POLY LED (YELLOW)	McCain Traffic	M22433-P29	\$ 89.50	\$ 26,850.00
12	10	EA	SIG HD, 3-SEC 12" POLY LED (SPECIFY COLOR)	McCain Traffic	M22433-XX	\$ 89.50	\$ 895.00
13	500	EA	SIG HEAD, 4-SEC, 12" LED COMPATIBLE-ALUM.	McCain Traffic	M30947-P29	\$ 208.25	\$ 104,125.00
14	10	EA	SIG HEAD, 4-SEC 12" LED POLY (YELLOW)	McCain Traffic	M22433/M21122-P29	\$ 150.00	\$ 1,500.00
15	100	EA	SIG HEAD, 4-SEC 12" LED POLY (YELLOW)	McCain Traffic	M22433/M21122-P29	\$ 150.00	\$ 15,000.00
16	10	EA	SIG HD, 4-SEC 12" LED POLY (SPECIFY COLOR)	McCain Traffic	M22433/M21122-XX	\$ 150.00	\$ 1,500.00
17	300	EA	SIG HD, 5-SEC, CLUSTER 12" LED COMPAT.	McCain Traffic	M65857-P29	\$ 260.00	\$ 78,000.00
18	20	EA	SIG HD, 5-SEC 12" LED ALUM (SPECIFY COLOR)	McCain Traffic	M65857-XX	\$ 260.00	\$ 5,200.00
19	50	EA	SIG HD, 5-SEC 12" LED POLY (YELLOW)	McCain Traffic	M22433/(2)M21122-P29	\$ 187.50	\$ 9,375.00
20	20	EA	SIG HD, 5-SEC 12" LED POLY (SPECIFY COLOR)	McCain Traffic	M22433/(2)M21122-XX	\$ 187.50	\$ 3,750.00
21	300	EA	SIG HEAD, 1-SEC, 12" LED COMPATIBLE-ALUM.	McCain Traffic	M21122	\$ 68.50	\$ 20,550.00
22	30	EA	SIG HD, 1-SEC 12" LED ALUM (SPECIFY COLOR)	McCain Traffic	M21122-XX	\$ 68.50	\$ 2,055.00
23	30	EA	SIG HD, 1-SEC 12" LED POLY (YELLOW)	McCain Traffic	M22167-P29	\$ 37.50	\$ 1,125.00
24	10	EA	SIG HD, 1-SEC 12" LED POLY (SPECIFY COLOR)	McCain Traffic	M22167-XX	\$ 37.50	\$ 375.00
25	300	EA	TUNNEL VISOR-12 IN.	McCain Traffic	M19278	\$ 15.30	\$ 4,590.00
26	30	EA	TUNNEL VISOR-12IN. POLY (SPECIFY COLOR)	McCain Traffic	M19271	\$ 4.50	\$ 135.00
27	200	EA	BACKPLATES FOR 3-SECTION 12" SIGNALS	McCain Traffic	M17915	\$ 33.95	\$ 6,790.00
28	30	EA	BACKPLATES FOR 4-SECTION 12" SIGNALS	McCain Traffic	M17977	\$ 39.00	\$ 1,170.00
29	30	EA	BACKPLATES FOR 5-SECT 12" CLUSTER SIGNALS	McCain Traffic	M18094	\$ 57.75	\$ 1,732.50
30	10	EA	BACKPLATES FOR 3-SECT 12" SIGNALS (POLY)	Pelco	BK1004	\$ 74.20	\$ 742.00
31	10	EA	BACKPLATES FOR 4-SECT 12" SIGNALS (POLY)	Pelco	BK1003	\$ 75.30	\$ 753.00
32	10	EA	BACKPLATES FOR 5-SECT 12" SIGNALS (POLY)	Pelco	BK1005	\$ 86.00	\$ 860.00
						\$ 823,217.50	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	Pelco	SP-1006-P29	\$ 124.00	\$ 496,000.00
34	50	EA	HANGER, 1 WAY SPANWIRE W/ BOTTOM CAP (sp. color)	Pelco	SP-1006-XX	\$ 124.00	\$ 6,200.00
35	3000	EA	BALANCE ADJUSTER, UNIVERSAL	Pelco	SP-1008-PNC	\$ 36.00	\$ 108,000.00
						\$ 610,200.00	LOT 3 - SUBTOTAL

Utilicom Supply

LOT #4		ITEM		MANUFACTURER		MODEL NUMBER		UNIT PRICE		EXTENDED PRICE			
QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
50	EA	LOUVER, 0 DEG. STRAIGHT FOR 12" SIGNAL			NO BID	NO BID						NO BID	
50	EA	LOUVER, 7 DEG CUT-OFF FOR 12" SIGNAL	Pelco	GL-10-10-7-UC	\$ 186.00	\$ 9,300.00						\$ 9,300.00	
150	EA	HANGER, EXT. ASSY. FOR SEPARATION, YEL			NO BID	NO BID						NO BID	
					\$	\$ 9,300.00						\$	LOT 4 - SUBTOTAL
LOT #5													
Items 39 - 42 as one composite lot													
QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
100	EA	POLE, ALUM SIG PEDESTAL 4' W/CAP	Pelco	PB-5100-04	\$ 107.00	\$ 10,700.00						\$	10,700.00
250	EA	POLE, ALUM SIG PEDESTAL 7' W/CAP	Pelco	PB-5100-07	\$ 154.00	\$ 38,500.00						\$	38,500.00
350	EA	POLE BASE, SQUARE TYPE FOR PEDESTAL	Pelco	PB-5334	\$ 145.00	\$ 50,750.00						\$	50,750.00
20	EA	POLE BASE, OCTAGONAL TYPE FOR PEDESTAL	Pelco	PB-5349	\$ 177.00	\$ 3,540.00						\$	3,540.00
					\$	\$ 103,490.00						\$	LOT 5 - SUBTOTAL
LOT #6													
Items 43 - 49 as individual													
QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
50	EA	POLE, STEEL SIG PEDESTAL&BASE 14' W/CAP			NO BID	NO BID						NO BID	
25	EA	POLE BASE, TRANSFORMER FOR 14' STEEL POL			NO BID	NO BID						NO BID	
10	EA	ANCHOR BOLTS 18" FOR TYPE I PED - 4/SET	J.H. Botts, Inc.		\$ 30.00	\$ 300.00						\$	300.00
10	EA	ANCHOR BOLTS 2" FOR TYPE II PED - 4/SET			NO BID	NO BID						NO BID	
100	EA	ANCHOR BOLTS 4" FOR TYPE III PED - 4/SET			NO BID	NO BID						NO BID	
1000	EA	BUTTON, PEDESTRIAN PUSH- W/ HARDWARE - LG			NO BID	NO BID						NO BID	
100	EA	APS PUSH BUTTON DETECTOR STATION (NO CCU)			NO BID	NO BID						NO BID	
					\$	\$ 300.00						\$	LOT 6 - SUBTOTAL
LOT #7													
Items 50 - 51 as one composite lot													
QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
5	EA	APS PUSH BUTTON DETECTOR STATION FOR CCU			NO BID	NO BID						NO BID	
1	EA	APS CENTRAL CONTROL UNIT			NO BID	NO BID						NO BID	
					NO BID	NO BID						NO BID	
					\$	\$						\$	LOT 7 - SUBTOTAL
LOT #8													
Items 52 - 55 as one composite lot													
QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
250	EA	POLE SIGNAL MOUNTING ASSY FOR 1-WAY PED	PELCO	SE-3215-XX	\$ 92.50	\$ 23,125.00						\$	23,125.00
50	EA	POLE SIGNAL MOUNTING ASSY FOR 2-WAY PED	PELCO	SE-3075-XX	\$ 175.00	\$ 8,750.00						\$	8,750.00
300	EA	SLIP FITTER 1-WAY POST TOP ASSY	PELCO	SE-3037-XX	\$ 84.00	\$ 25,200.00						\$	25,200.00
100	EA	SLIP FIT 2WAY POST TOP ASSEMBLY	PELCO	SE-3257-XX	\$ 215.00	\$ 21,500.00						\$	21,500.00
					\$	\$ 78,575.00						\$	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)	McCain Traffic	M32214/M28026/M27168L	\$ 170.00	\$ 1,700.00
57	10	EA	PED HEAD, 1 SECTION 16" CLAMSHELL (RIGHT)	McCain Traffic	M32214/M28026/M27168R	\$ 170.00	\$ 1,700.00
58	700	EA	PED HEAD, 1-SEC 16" ALUM LED COMPATIBLE	McCain Traffic	M31654/M28026	\$ 108.00	\$ 75,600.00
59	50	EA	TUNNEL VISOR FOR 16" PED	McCain Traffic	M28026	\$ 19.00	\$ 950.00
60	10	EA	PED HEAD, 1SEC 16" POLY LED COMPATIBLE	McCain Traffic	M32029	\$ 108.00	\$ 1,080.00
							<b>\$ 81,030.00</b>
<b>LOT #10</b>							<b>LOT 9 - SUBTOTAL</b>

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			NO BID	NO BID
62	100	EA	SIGNAL BRACKET, 58" TUBE			NO BID	NO BID
63	500	EA	SIGNAL BRACKET, ARM KIT FOR 3-SEC			NO BID	NO BID
64	100	EA	SIGNAL BRACKET, 37" TUBE			NO BID	NO BID
65	50	EA	SIGNAL BRACKET, ARM KIT FOR 5-SEC			NO BID	NO BID
66	50	EA	SIGN BRACKET, 18" TUBE (FOR 24" SIGN)			NO BID	NO BID
67	50	EA	SIGN BRACKET, 24" TUBE (FOR 30" SIGN)			NO BID	NO BID
68	50	EA	SIGN BRACKET, 30" TUBE (FOR 36" SIGN)			NO BID	NO BID
69	800	EA	SIGNAL/SIGN CLAMP KIT, CABLE MOUNT 96"			NO BID	NO BID
							<b>LOT 10 - SUBTOTAL</b>

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	NO BID
71	5	EA	LED SIGN, BLANKOUT (DO NOT ENTER TRAIN)			NO BID	NO BID
72	10	EA	LED SIGN, BLANKOUT (NO TURN ON RED)			NO BID	NO BID
73	5	EA	LED SIGN, BLANKOUT (LEFT TURN YIELD)			NO BID	NO BID
							<b>LOT 11 - SUBTOTAL</b>

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			NO BID	NO BID
75	50	EA	BEACON CONTROLLER ASSY, TYPE F3			NO BID	NO BID
							<b>LOT 12 - SUBTOTAL</b>

LOT #13

Items 76 – 77 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
76	30	EA	BEACON CONTROLLER ASSY, TYPE F2			NO BID	NO BID
77	20	EA	TIME SWITCH WITH 2 OUTPUT CIRCUITS			NO BID	NO BID
							<b>LOT 13 - SUBTOTAL</b>

LOT #14

Items 78 – 79 as one composite lot

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
78	30	EA	BEACON CONTROLLER ASSY, TYPE F2			NO BID	NO BID
79	20	EA	TIME SWITCH WITH 2 OUTPUT CIRCUITS			NO BID	NO BID
							<b>LOT 14 - SUBTOTAL</b>

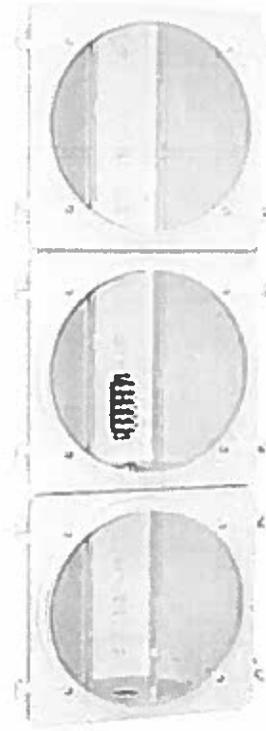
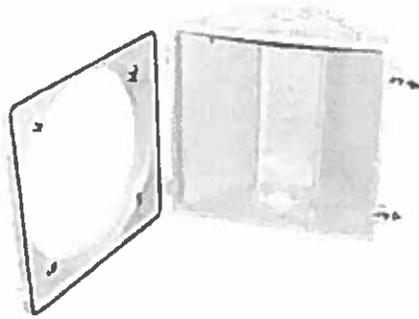
Utilicom Supply

ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
78	800	EA.	BOX, PULL, CONCRETE POLYMER WITH COVER	Martin Enterprises	1118/12PC	\$ 85.00	\$ 68,000.00
79	20	EA.	COVER, PULL BOX, CONCRETE POLYMER	Martin Enterprises	1118PC	\$ 32.00	\$ 640.00
						\$ 68,640.00	LOT 14 - SUBTOTAL
<b>LOT #15</b>							
<i>Items 80 - 83 as one composite lot</i>							
ITEM	QTY	UOM	DESCRIPTION	MANUFACTURER	MODEL NUMBER	UNIT PRICE	EXTENDED PRICE
80	20	EA.	BOX, OVERSIZED PULL WCOVER "NCDOT FIBER	Martin Enterprises	173024PC-NCDOT-FO	\$ 218.00	\$ 4,360.00
81	1	EA.	COVER, OVERSIZED PULL BOX "NCDOT FIBER	Martin Enterprises	1730PC NCDOT-FO	\$ 75.00	\$ 75.00
82	1	EA.	BOX, OVERSIZED PULL WCOVER "TRAFFIC SIGNAL"	Martin Enterprises	173024PC-NCDOT-TS	\$ 218.00	\$ 218.00
83	1	EA.	COVER, OVERSIZED PULL BOX "TRAFFIC SIGNAL"	Martin Enterprises	1730PC-NCDOT-TS	\$ 75.00	\$ 75.00
						\$ 4,728.00	LOT 15 - SUBTOTAL
<b>LOT SUBTOTALS</b>							
LOT #	UOM	DESCRIPTION		LOT SUBTOTALS			
1	LOT	Items 1 - 8 as one composite lot		\$	30,249.90		
2	LOT	Items 9 - 32 as one composite lot		\$	823,217.50		
3	LOT	Items 33 - 35 as one composite lot		\$	610,200.00		
4	LOT	Items 36 - 38 as individual items		\$	9,300.00		
5	LOT	Items 39 - 42 as one composite lot		\$	103,490.00		
6	LOT	Items 43 - 49 as individual		\$	300.00		
7	LOT	Items 50 - 51 as one composite lot		NO BID			
8	LOT	Items 52 - 55 as one composite lot		\$	78,575.00		
9	LOT	Items 56 - 60 as one composite lot		\$	81,030.00		
10	LOT	Items 61 - 69 as one composite lot		NO BID			
11	LOT	Items 70 - 73 as one composite lot		NO BID			
12	LOT	Items 74 - 75 as individual items		NO BID			
13	LOT	Items 76 - 77 as one composite lot		NO BID			
14	LOT	Items 78 - 79 as one composite lot		\$	68,640.00		
15	LOT	Items 80 - 83 as one composite lot		\$	4,728.00		

Items 1-4, 9-24

# Traffic Signal Housing

8" Diameter  
12" Diameter  
Aluminum  
Polycarbonate



McCain  
Signals

McCain's Traffic Signal Housings, available in eight and twelve inch varieties, provide a durable and low-maintenance housing for standard LED modules as well as McCain incandescent optical assemblies. Manufactured from polycarbonate or aluminum, the housings are compliant with multiple agency standards including the Institute of Transportation Engineers (ITE), Caltrans, and most state Departments of Transportation (DOTs). An industry leader in signal manufacturing and supply, McCain offers an extensive range of materials, configurations, and accessories, including backplates, visors, and signal assemblies, to meet your traffic signal requirements.

## Benefits

- Modular design promotes flexible configuration options: one to five sections, vertical, horizontal, HAWK (3-section cluster), and doghouse (5-section cluster)
- Fabricated from aluminum or polycarbonate with or without 10% fiberglass reinforcement
- 8" or 12" diameter
- Weathertight doors
- Custom hardware and terminal block locations available

## Product Description

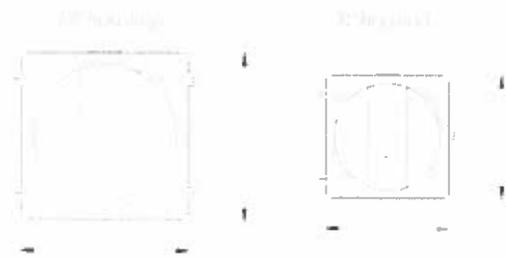
The McCain Traffic Signal Housings are modular in design, allowing a multitude of signal housing configurations for standard LEDs as well as McCain incandescent optical assemblies.

Available in polycarbonate and aluminum, each section is injection molded or cast in one piece. Reinforcement ribs and serrated ports, both top and bottom, provide strength and positive locking with other sections and mounting hardware. Positive latching of doors is achieved with stainless steel eyebolts and wing nut assemblies, and the doors feature four metal threaded inserts for visor attachment. A positive seal is assured with an E.P.D.M. rubber gasket creating a moisture-free and dust-tight atmosphere.

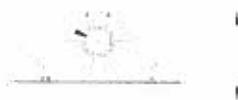
Traffic Signal Housings are compatible with McCain backplates and visors, available in both aluminum and ABS. The top and bottom ports allow installation into many framework mounting assemblies.

# Traffic Signal Housing

Front

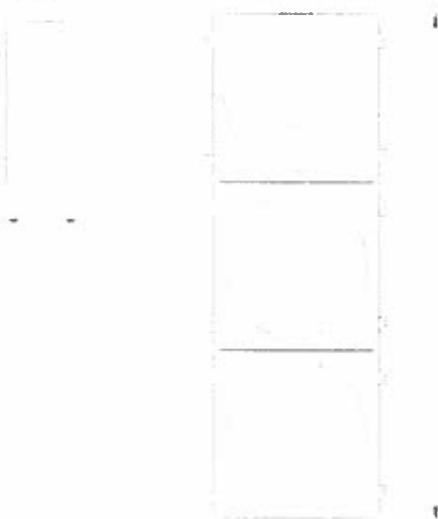


Top



Side

3-Section



## Standard Features

- Modular sections, one-piece, injection molded or cast
- 72-tooth serrated boss and reinforcing ribs, top and bottom
- Brass threaded Inserts for visor attachment (4)
- Housings have a cast boss for mounting a 5 or 6-position terminal block; one side of terminal block with fast-on terminals, the other side with screw terminals
- The words red, amber, and green are cast next to each boss to identify light source lead wires
- 5 or 6-position terminal block installed in center section (1) (alternate mounting is available)
- Stainless steel door roll pins and eye bolt/wing nut assemblies
- Integral lugs on the housing and doors with stainless steel roll pins provide effective door hinges
- Weathertight E.P.D.M. rubber door gasket
- Aluminum and polycarbonate, and 8" and 12" housings can be mixed in one signal head

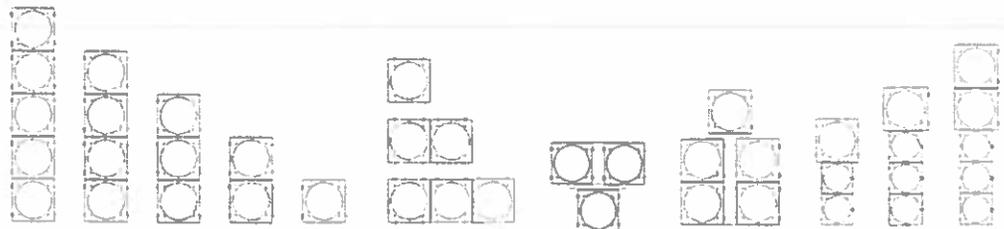
## General Specifications

Dimensions:	8": 10.0" H x 10.0" W x 7.0" D
(1-section)	12": 13.5" H x 13.5" W x 7.0" D
Material:	Polycarbonate: Ultraviolet and heat stabilized, flame retardant, permanently colored, 10% fiber-glass reinforcement
	Aluminum: Type 360, reduced corrosion, increased powder coat adhesion
Finish(es):	Polycarbonate: Colored resins integral to housing
	Aluminum: Powder coated
Color(s):	Federal yellow, signal green, black, or custom colors
Mounting:	2.0" hole top and bottom fits 1.5" NPT fittings
Environmental:	Operating temperature: -37° C to +74° C
	Humidity: 0 to 95% (non-condensing)
Shipping Weight:	Polycarbonate: 8" - 2.1 lbs    12" - 4.2 lbs
(empty, 1-section)	Aluminum: 8" - 4.0 lbs    12" - 7.8 lbs

## Options

- Fiberglass-free polycarbonate
- Location, quantity, and type of terminal blocks
- Door mounting hardware: Push pin (removable) or roll pin (permanent)
- Visors
- Backplates
- Mounting: Various framework, orientation, and configurations
- Light Source: LED or incandescent
- High-performance (highly directional) signal version

Typical configurations



To learn more about  
McCain's Integrated Traffic  
Solutions, please contact  
or  
call

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# Backplates

Items 7, 27, 28, 29

Standard Signal Heads  
Programmable Signal Heads

Signals



High performance 3 section  
backplate, 5 inch, louvered



Standard backplate,  
8 inch, non louvered



Standard backplate,  
5 inch, louvered

McCain's Backplates provide a visual contrast between signal heads and the environment enhancing signal visibility. Available for standard and programmable signal heads in eight and twelve inch sizes, backplates can be configured for one to five section, HAWK (3-section cluster), doghouse (5-section cluster), or combination signals. Available in a variety of standard and custom colors to match the signal head, backplates provide an aesthetically pleasing and functional look for your intersection.

## Benefits

- Enhances signal visibility by creating an environmental contrast
- Compatible with standard and programmable signal heads
- Available in a multitude of configurations
- 5" or 8" borders
- Standard and custom color options

## Product Description

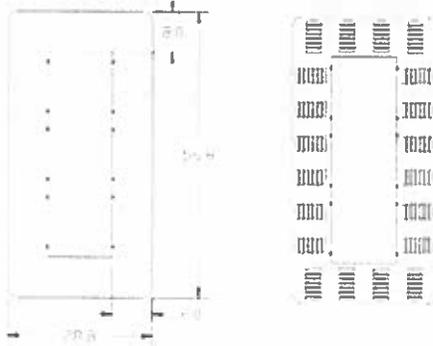
The McCain Backplate collection is ideal for use in conjunction with standard or programmable signal heads. Backplates are available in several types including aluminum, ABS sheet, and vacuum formed ABS, and the aluminum is available in a louvered style. Vacuum formed backplates incorporate a 1/2" lip for added strength.

All backplates are available with five or eight inch borders. Mounting methods vary depending on the backplate type.

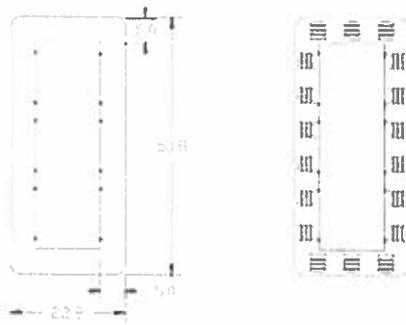
Every backplate has a flat black front face for increased visual contrast against the background. The back face is available in a variety of colors to match your current signal housing.

# Backplates

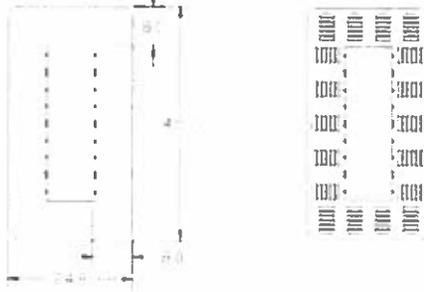
Standard 12" Signal  
8 Inch Width



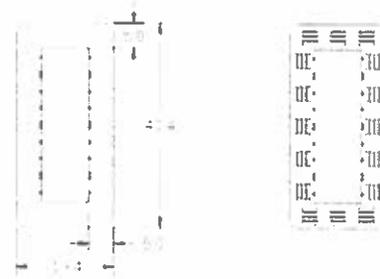
5 Inch Width



8 Inch Width

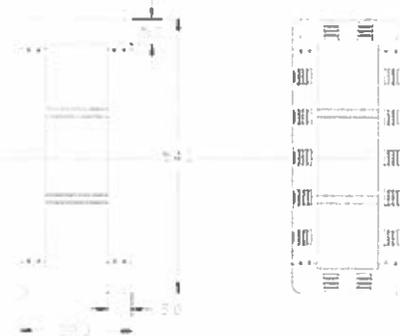


5 Inch Width



Typical 3 section backplates shown as examples  
Louvered types approximately the same size as non-louvered  
Dimensions rounded to the nearest 0.1"

High Performance 12" Signal



## Standard Features

- Accommodates 8", 12", cluster, and combination signal heads
- 5" or 8" borders (HP available only in 5")
- Aluminum available with or without louvers, ABS, non-louvered only
- Aluminum, ABS, and ABS vacuum formed (high performance signal head backplates are only available in aluminum)
- ABS vacuum formed have flanged edges for added strength

## General Specifications

Dimensions:	Varies based on signal configuration
Material:	Aluminum, ABS
Finish(es):	Aluminum: Powder coat ABS: Integrally molded
Color(s):	Face: Flat black Back: Federal yellow, signal green, black, or custom colors
Construction & Attachment:	Depends on style
Signal Mounting:	Elevator Plumbizer (MAS) and standard
Shipping Weight:	Varies based on signal configuration

## Options

- Modification to allow use of reflective tape on aluminum louvered and non louvered styles
- Aluminum available with flanged edges for added stiffening



Example of Reflective Tape  
(with louvers)

To learn more about  
McCain's Integrated Traffic  
Solutions, please contact  
[info@mccain-inc.com](mailto:info@mccain-inc.com) or  
call (760) 727-8100

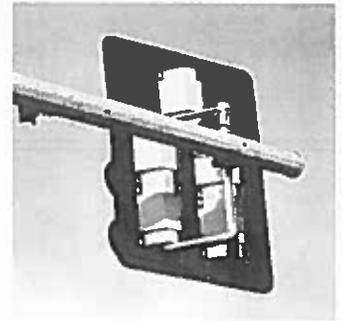
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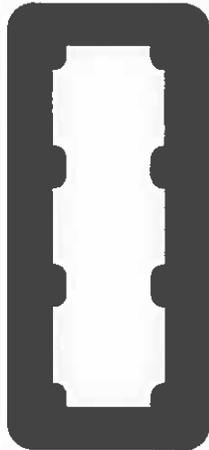
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# Vacuum Formed ABS

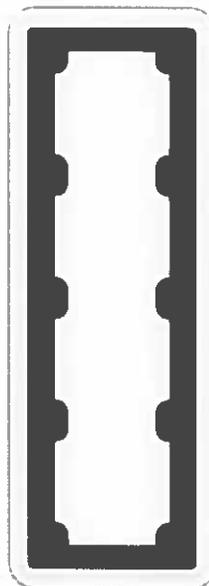
Pelco's vacuum formed backplates are fabricated from black ABS UV stabilized plastic sheeting with a 3" corner radius and a 5/8" flange on all sides. Backplates with reflective borders have a smooth finish on front side, while non-reflective backplates have a haircell finish on front. Backplates are designed to precisely fit each manufacturers' signal head and are supplied with necessary mounting hardware.



**BACKPLATES**



**BK-1003-SERIES**  
12", 3-Section  
EXAMPLE



**BK-1004-RT2 SERIES**  
12", 4-Section w/ Reflective Tape  
EXAMPLE

## BK-1000 Series Straight Backplates, Vacuum Formed ABS Plastic, .125"

BK -  -  -  - PNC  
1000 Series      Signal      Reflective  
See Below      Manufacturer      Borders  
Blank=No Tape  
RT2= 2" Reflective Tape

Note:  
Use charts below to specify part number, i.e., BK-1003-A-PNC

STRAIGHT VACUUM FORMED BACKPLATES		
Signal Size	No. of Sections	1000 Series Vacuum Formed ABS
8"	1	BK-1012
8"	3	BK-1006
12"	1	BK-1001
12"	2	BK-1002
12"	3	BK-1003
12"	4	BK-1004
12"	5	BK-1005

SIGNAL MANUFACTURER	
Siemens Eagle SG/Automatic (poly 13-1/2" tall).....	A
Peek/TCT (alum 13-1/2" tall).....	C
Siemens/Eagle SA (poly 14" tall).....	E
Siemens/Mark IV (alum 13-1/2" tall).....	F
Econolite 2002 (poly 14" tall).....	L3
Econolite 2002 (alum 14" tall).....	L4
McCain (alum/poly 13-1/2" tall).....	N

- Note:
1. Backplates for all Signal Manufacturers may not be available.
  2. For backplate matrix see page T10-19 thru 23.

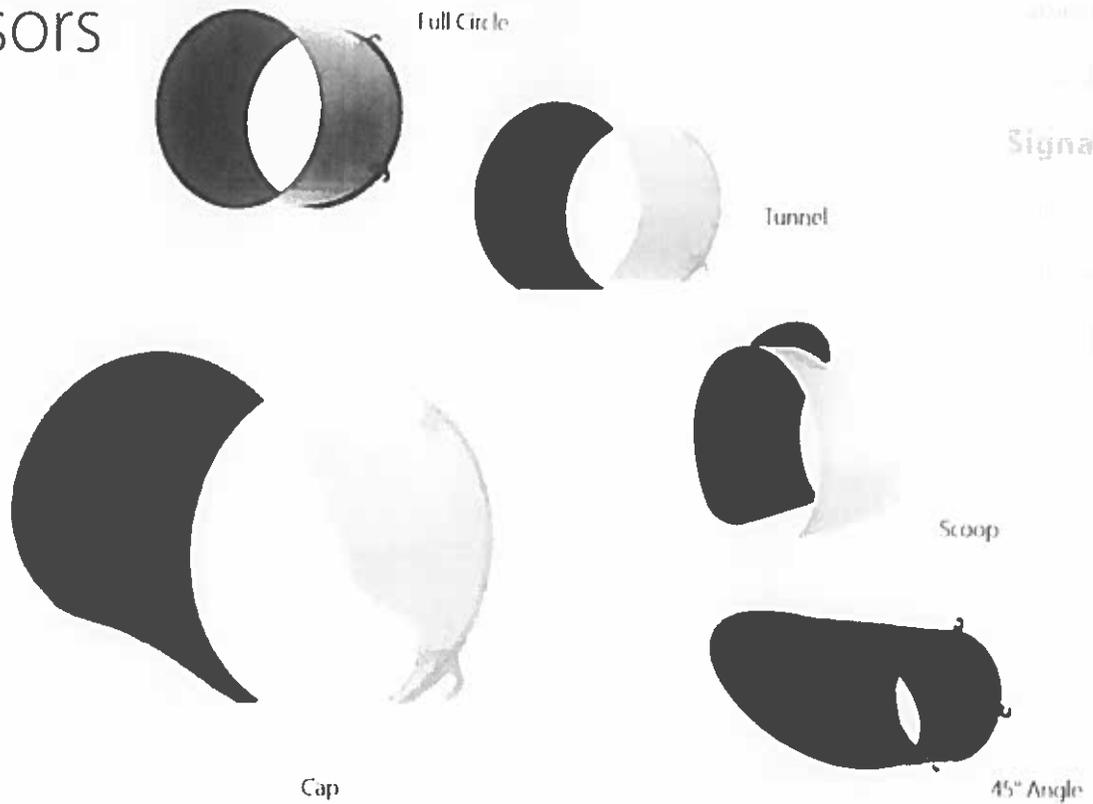


Items 5, 6, 25, 26

# Signal Visors

Aluminum  
Polycarbonate

45° Angle  
Cap  
Full Circle  
Scoop  
Tunnel



McCain's Signal Visors increase signal visibility in sunlight while still allowing an unobstructed view for multiple lanes of approaching drivers and pedestrians. McCain produces a range of standard and angled visors including tunnel, full circle, and cap, that offer a variety of signal viewing angles. Whether you are looking for aluminum or polycarbonate, Federal yellow, signal green, black, or custom colors, McCain has the visors to meet your needs.

## Benefits

- Increases signal visibility in sunlight
- Available in a variety of materials, sizes, styles, and angles to meet your specific requirements
- Twist-on tabs facilitate ease of installation
- One-piece construction (except Scoop Visor)

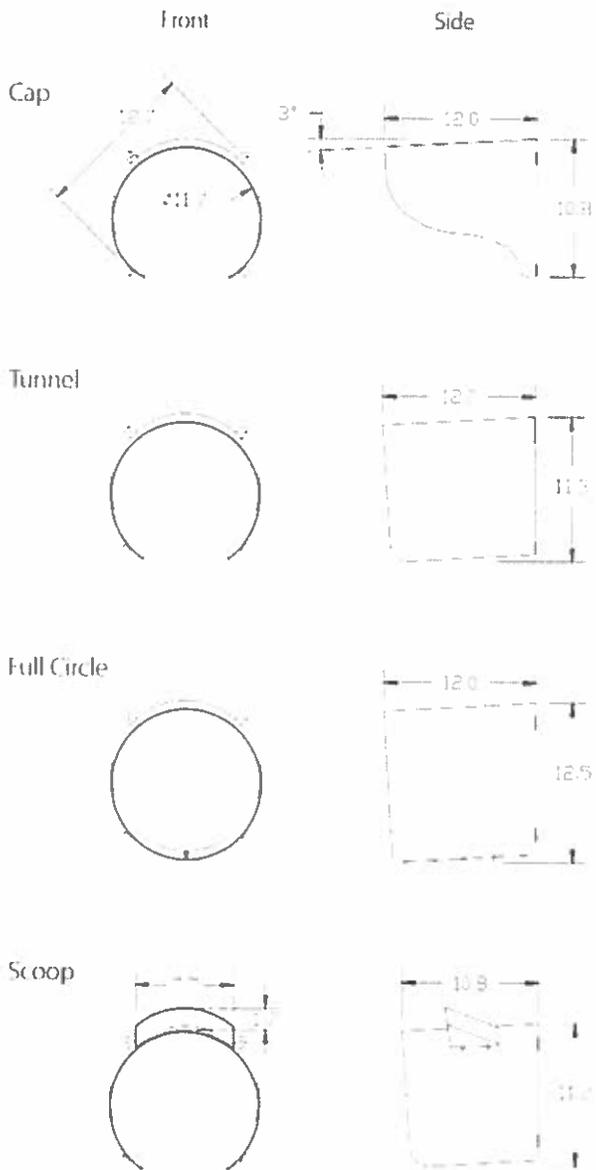
## Product Description

McCain's Signal Visors, molded polycarbonate or stamped and formed aluminum, are available in eight inch and 12 inch signal configurations. Integrally formed, twist on mounting tabs make installation and maintenance a snap, and a standard three degree downward tilt facilitates signal visibility.

Specialty visors include the 45° Angle Visor and the Scoop Visor. The 45° Angle Visor comes in two standard lengths, 18" and 27" and in right and left versions. It is designed to narrow visibility for locations such as an angled intersection.

The Scoop Visor is designed to resist snow build up on signal lenses in colder climates. A louvered vent on top and an open bottom contribute to the increased vertical movement of air across the face of the signal lens thereby increasing resistance to the deposit of snow.

# Signal Visors



## Standard Features

- One piece construction (except Scoop)
- Twist-on mounting tabs
- 3° downward tilt

## General Specifications

Dimensions:	Standard Visors:	Diameter	Depth
		8"	8"
		12"	12"
	45° Angle Visors:	8"	18"
		12"	18"
		12"	27"
Degree of Tilt:	3° (down)		
Material:	Aluminum: Type 3003, very good corrosion resistance, 0.050" thick		
	Polycarbonate (standard visors only): Ultraviolet and heat stabilized, flame retardant, permanently colored, 0.10" nominal thickness		
Finish(es):	Aluminum: Powder coated		
	Polycarbonate (standard visors only): Colored resins integral to visor		
Color(s):	Exterior: Federal yellow, signal green, black, or custom		
	Interior: Flat black		
Mounting:	Twist-on tabs		
Shipping Weight:	1 - 4 lbs., varies based on material, size, and style		

## Options

- Other lengths available
- Degree of tilt

45° (18" right angle version)



Dimensions rounded to the nearest 0.1"  
 All visors shown are 12" signal versions  
 Dimensions shown in Cap front view and degree of tilt shown in side view are typical of all 12" visors

To learn more about  
 McCain's Integrated Traffic  
 Solutions, please contact  
[info@mccain-inc.com](mailto:info@mccain-inc.com) or  
 call (760) 727-8100

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Items 33-35



PH: 405-340-3434  
 FAX: 405-340-3435  
 Edmond, OK 73013  
 www.pelcoinc.com

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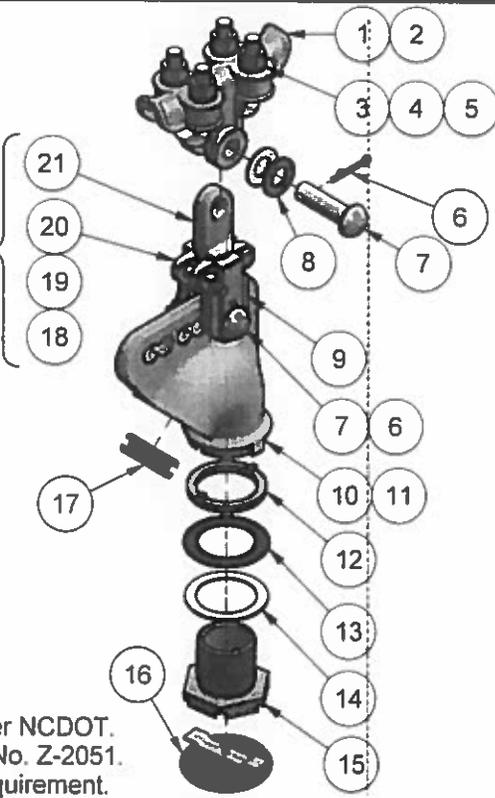
# ASSEMBLY SHEET

REF: State of North Carolina

TITLE: Span Wire Hanger Assy, w/ PAL Balance Adjuster, 1/2" Eyebolt & 1/2" Wide Slot, Iron

PART NO.: SP-1006-NC

SP-1008-NC  
 PAL Balance Adjuster  
 w/ Stainless Upgrade  
 Note:  
 Torque to 18-20 Ft-Lbs  
 at Field Installation



PART NO  
 SP-1006-NC-P29

Galvanized=GLV  
 Paint=P29  
 YELLOW

Notes:

1. Stainless Hardware as Required per NCDOT.
2. Bag Assembly Instruction Buttetin No. Z-2051.
3. Fully Assembled per Customer Requirement.

OPTIONS
Galvanized
Paint

ITEM	PART NUMBER	DESCRIPTION	QTY
1	SE-4054-GLV	Clamp Body, Span Wire, Hot Dip Galv, Ductile Iron	1
2	SE-4055-GLV	Cable Bar, Span Wire Clamp, Hot Dip Galv, Ductile Iron	1
3	FS-4202-SS	Lock Washer, Split, 1/2", Type 304 Stainless	4
4	FS-1005-SS	Nut, Hex 1/2"-13, Type 304 Stainless	4
5	FS-2507-SS	U-Bolt, 1/2"-13 x 2-1/8" x 49/64" x 1-3/8", Type 304 Stainless	2
6	FS-6100-SS	Pin, Cotter, Humped, 5/32" X 1.775", 304 Stainless	2
7	FS-6001-SS	Pin, Clevis, 5/8" x 2", Stainless	2
8	FS-4106-SS	Washer, Flat, 5/8", .656" ID x 1.312" OD x .074/.181" Thk, Type 304 Stainless	2
9	SE-4356-GLV	Balance Adjuster Body, 1/2", Investment Cast, C1045 Steel, Galv	2
10	SE-4118-M1	Wire Outlet Body, 1/2", 1-1/2" NPS, Iron	1
11	FS-3207-SS	Set Screw, Square Hd, Cup Point, 1/4"-20 x 3/4", Type 304 Stainless	1
12	SE-0360-PNC	Lockring, Serrated, 380 Die Cast Alum	1
13	SE-0354-PNC	Gasket, 70 Duro Neoprene	1
14	SE-4061-ZN1	Washer, .059" x 2.625" OD x 1.915" ID, Steel, Zinc 1	1
15	SE-0644-ZN2	Cast Nipple, Hex, 1-1/2" NPS x 1-3/4" Lg, Iron, Zinc 2	1
16	SE-3054-PXX	Signal Closure Kit	1
17	SE-0449-PNC	Grommet, 1-1/2", w/ Diaphragm	1
18	FS-4205-SS	Lock Washer, Split, 3/8", Type 304 Stainless	2
19	FS-1003-SS	Nut, Hex 3/8"-16, Type 304 Stainless	2
20	FS-2047-SS	Bolt, Hex Hd, 3/8"-16 x 1-3/4", Type 304 Stainless	2
21	SE-4094-SS	Eyebolt, 1/2" CF8M Stainless, Heat Treated & Solution Anneal	1
22	Z-2051	Instructions, PAL Balance Adjuster for North Carolina	1

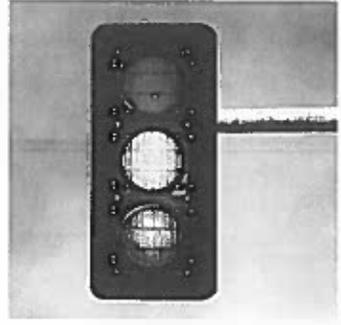
Pelco/Ventura, Inc. 3/16/15

Item 37

**GPL**

**Geometrically Programmed Louvers**

The Pelco GPL is a precisely aimed and controlled traffic signal lowering system which is designed for quick easy installation. Drivers see a full circle of bright projected light when they are within the preset field of vision. The GPL is available without a visor or with a full circle visor that easily replaces the existing visor on most signals.



**GPL, Geometrically Programmed Louver, 12" w/o Visor**

GL-1001 -  - PNC

Cut-Off

7=7°  
8=8°  
9=9°  
11=11°  
13=13°  
15=15°  
23.5=23.5°  
42=42°

**GPL, Geometrically Programmed Louver, 12" w/ Visor**



GL-1010 -  -  -

Cut-Off      Mounting Clips      Coating

07=7°      Blank=No Clips      P\_\_=Paint  
08=8°      UC=Universal Clips  
09=9°  
11=11°  
13=13°  
15=15°  
23.5=23.5°  
42=42°

Note:  
Shown with universal clip option.

- Note: 1. All assemblies are supplied standard with stainless steel fasteners.  
2. Universal Clips fit Eagle, Econolite, TCT, Mark IV, and McCain signals.  
3. See Reference Section for available paint colors.



Item 39 + 40

# Pedestal Poles

Pelco offers aluminum, iron, and plastic bases in various sizes as well as poles in aluminum and steel. Pelco's cast aluminum square base is FHWA certified and meets or exceeds AASHTO break-away requirements. Plastic replacement doors offer an economical way to deter vandalism.



**PELCO**  
PELCO PRODUCTS, INC.



1



### 1. Pedestal Pole, 4" Sch 40, Spun Alum No Threads

PB-5101 -  Length -  Coating

PNC=Process No Color  
P\_\_=Paint

2



### 2. Pedestal Pole, 4"- 8 NPT Sch 40, Spun Alum w/ Pelican ID

PB-5100 -  Length -  Coating  
*4 Ft* *7 Ft* *PNC*

PNC=Process No Color  
P\_\_=Paint

### Pedestal Pole, 4"- 8 NPT Sch 80, Spun Alum

PB-5102 -  Length -  Coating

PNC=Process No Color  
P\_\_=Paint

### Pedestal Pole, 4"- 8 NPT Sch 40, Steel

PB-5201 -  Length -  Coating

P\_\_=Paint

### Pedestal Pole, 4"- 8 NPT Sch 40, Galv Steel

PB-5200 -  Length - GLV -  Coating

Blank=Galvanized Only  
P\_\_=Paint over Galvanized

3



### 3. Pedestal Pole, Welded, 4"- 8 NPT w/ 5-1/2" Nipple Length, Steel

PB-5219 -  Length -  Coating

GLV=Galvanized  
P\_\_=Paint

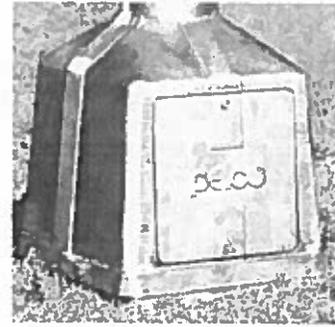
Note 1. Standard poles are typically sold in 1 foot increments. For other lengths contact sales.  
2. See Reference Section for available paint colors.



Item 41

# Square Pedestal Bases Aluminum

Pelco offers aluminum, iron, and plastic bases in various sizes as well as poles in aluminum and steel. Pelco's PB-5334 and PB-5335 cast aluminum square bases are FHWA certified and meets or exceeds AASHTO break-away requirements. Plastic replacement doors offer an economical way to deter vandalism.



## Square Base Assembly, Alum w/ Alum Door



PB-5334	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>
		Door		Set Screws in Collar		Grounding Lug		Coating
		NL=No Logo Blank=Pelco Logo		1S=1 Hex Bolt 3S=3 Set Screws Blank=None		GL=Ground Lug Blank=None		PNC=Process No Color P__=Paint

## Square Base Assembly, Alum w/ Plastic Door

PB-5335	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	PNC
		Door		Set Screws in Collar		Grounding Lug		
		NL=No Logo Blank=Pelco Logo		1S=1 Hex Bolt 3S=3 Set Screws Blank=None		GL=Ground Lug Blank=None		

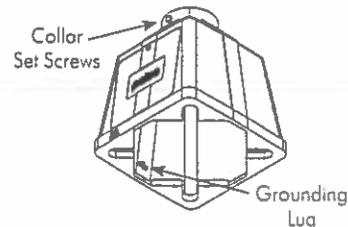
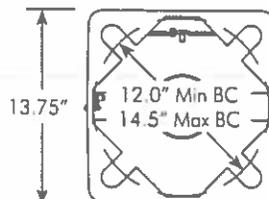
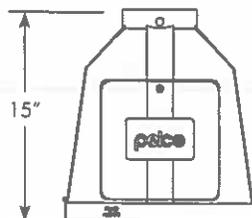
## Square Base Assembly, Alum Heat Treated w/ Alum Door



PB-5336	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>
		Door		Set Screws in Collar		Grounding Lug		Coating
		NL=No Logo Blank=Pelco Logo		1S=1 Hex Bolt 3S=3 Set Screws Blank=None		GL=Ground Lug Blank=None		PNC=Process No Color P__=Paint

## Square Base Assembly, Alum Heat Treated w/ Plastic Door

PB-5337	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	PNC
		Door		Set Screws in Collar		Grounding Lug		
		NL=No Logo Blank=Pelco Logo		1S=1 Hex Bolt 3S=3 Set Screws Blank=None		GL=Ground Lug Blank=None		



- Note: 1. PB-5334 and PB-5335 aluminum square bases above are available with AASHTO certifications and FHWA approval. Please specify by adding the Certification Part No. C-1001 in addition to the base part number.  
 2. All assemblies are supplied standard with stainless fasteners.  
 3. See Reference Section for available paint colors.



PELCO & BASES



Item 42

## Octagonal Pedestal Bases Aluminum

Pelco offers aluminum, iron, and plastic bases in various sizes as well as poles in aluminum and steel. Pelco's PB-5334 and PB-5335 cast aluminum square bases are FHWA certified and meets or exceeds AASHTO break-away requirements. Plastic replacement doors offer an economical way to deter vandalism.



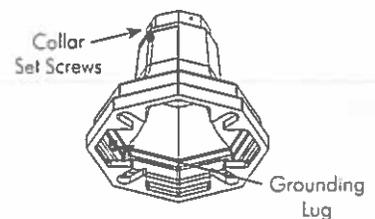
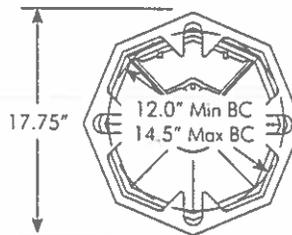
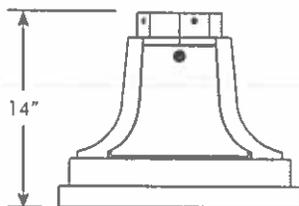
### Octagonal Base Assembly, Alum w/ Alum Door

	Set Screws in Collar		Grounding Lug		Coating
PB-5349	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-
	1S=1 Hex Bolt 4S=4 Set Screws Blank=None		GL=Grounding Lug Blank=None		PNC=Process No Color P__=Paint



### Octagonal Base Assembly, Alum Slip Fit w/ Alum Door

	Grounding Lug		Coating
PB-5350	-	<input type="checkbox"/>	-
	GL=Grounding Lug Blank=None		PNC=Process No Color P__=Paint



Note: 1. All assemblies are supplied standard with stainless fasteners.  
2. See Reference Section for available paint colors.



Item 45



J.H. BOTTS, INC.  
253 E. BRUCE STREET  
P.O. BOX 128  
JOLIET, ILLINOIS 60434-0128

(815) 726-5885  
(800) 888-5885  
FAX (800) 888-5887

TO WHOM IT MAY CONCERN:

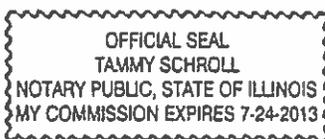
J.H. Botts, Inc. hereby certifies that:

- 1) pursuant to the requirements of the Surface Transportation Act of 1982, the steel bars used in the anchor bolts manufactured by J.H. Botts, Inc. for use in highway related projects are 100% melted and manufactured in the United States of America.
- 2) the anchor bolts meet the requirements of AASHTO Designation M314 grade 55, including Supplementary Requirement S1, Bolts Suitable for Welding.
- 3) the anchor bolts meet the requirements of ASTM Designation F1554 grade 55, including Supplementary Requirement S1, Bolts Suitable for Welding.
- 4) the attached test reports represent the material that was used to manufacture the items on our:

J.H. Botts Job # 65391

Customer: Utilicom Supply Associates, LLC

Customer PO# 35775



Subscribed and sworn to before me  
This 19th day of March, 2013  
My commission expires July 24, 2013.

Tammy Schroll, Notary Public

138559B

Chemical and Physical Test Report  
MADE IN UNITED STATES

M-119344



ST PAUL STEEL MILL  
1678 RED ROCK ROAD  
ST PAUL MN 55119 USA  
(651) 731 5600

SHIP TO JH BOTTIS INC 253 E. BRUCE STREET JOLIET, IL 60432	INVOICE TO JH BOTTIS INC ACCTS PAYABLE PO BOX 128 JOLIET, IL 60434	SHIP DATE 01/08/13	CUST. ACCOUNT NO 60120409
---	--	-----------------------	------------------------------

PRODUCTION IN: ST PAUL	GRADE A36H 55	SPECIFICATION ASTM A618M-12 F1554-07A GR52 S15.2 T AASHTO M313-96 GR 55	SALES ORDER 2099933-01	CUST P.O. NUMBER JH19877-01												
MEAT ID. M678388	C 20	Mn 1.00	P 0.11	S 0.24	Si 0.25	Cr 0.01	Ni 0.01	Mo 0.02	V 0.02	Wb 0.01	Sn 0.11	Al 0.02	Fe 0.01	Ca 0.001	Co 0.007	C Eloy 385

Mechanical Test Yield 65300 PSI, 450.23 MPA Tensile: 87000 PSI, 599.84 MPA %El: 21.278in, 21.2703 2mm Red R 84.21 %R A: 53.44  
 Customer Requirements SOURCE: GA-51TP CASTING STRAND CAST  
 Comment melted and MFG in the USA  
 melt shop heat M123852 melt dt 12/10/2012, roll lot M678388 roll did 12/12/12  
 Mechanical Test Yield 65000 PSI, 448.16 MPA Tensile: 87000 PSI, 601.91 MPA %El: 20.06in, 20.0203 2mm Red R 84.21 %R A: 55.23  
 Customer Requirements SOURCE: GA-51TP CASTING STRAND CAST  
 Comment made in the USA

Customer Notes

NO WELD REPAIRMENT PERFORMED STEEL NOT EXPOSED TO MERCURY.  
This material, including the billets, was melted and manufactured in the United States of America

*Maskary*  
Bhaskar Yalamanchili  
Quality Director  
Gerdau

*[Signature]*  
Metallurgical Services Manager  
ST PAUL STEEL MILL

*Debra Kariesch*



THE ABOVE FIGURES ARE CERTIFIED CHEMICAL AND PHYSICAL TEST RECORDS AS CONTAINED IN THE PERMANENT RECORDS OF COMPANY

Seller warrants that all material furnished shall comply with specifications subject to standard published manufacturing variations. NO OTHER WARRANTIES EXPRESSED OR IMPLIED, ARE MADE BY THE SELLER, AND SPECIFICALLY EXCLUDED ARE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall seller be liable for indirect, consequential or punitive damages arising out of or related to the materials furnished by seller. Any claim for damages for materials that do not conform to specifications must be made from buyer to seller immediately after delivery of same in order to allow the seller the opportunity to inspect the material in question.





# BINDER METAL PRODUCTS

INCORPORATED

14909 SOUTH BROADWAY / P.O. BOX 2336 / GARDENA, CALIFORNIA 90248-1817

General FAX: (310) 532-9527

(323) 321-4835

Sales FAX: (310) 532-1264

OUTSIDE CALIFORNIA

E-Mail: sales@bindermetal.com

(500) 233-0896



BINDER METAL PRODUCTS, INC.  
ISO 9001:2008  
FILE NUMBER 10C02086

## CERTIFICATE OF CONFORMANCE

SOLD TO: J.H. BOTTS, INC.

P.O. BOX 128

JOLIET, IL 60434

LOT NO. 232913-00

MFG. DATE 12/12/12

I JOHN TRAN hereby certify that the products produced on your purchase order number  
are in full compliance with the specified requirements.

TS19955

### PART DESCRIPTION

PART NUMBER: STG0.75D
NOMINAL DIM: 3/4" USS GALV DOMESTIC
DESCRIPTION: SPECIAL FLAT WASHERS
PRODUCT SPECIFICATIONS: N/A
HARDNESS: N/A
PLATING/COATING SPECS: HOT DIPPED GALV FINISH I.A.W. ASTM F2329 CLASS C & D.
OTHER: MANUFACTURED IN THE USA.
MATERIAL: C1008/C1010 LOW CARBON MILD STEEL
PIECES/LBS: 3,200 LBS. SHIPPED

Subscribed and sworn to me this day 1/15/13

Signed

*John Tran*  
JOHN TRAN  
Quality Assurance

This test report shall not be reproduced except in full, without the written permission of the laboratory.  
Results relate only to the items tested.

Manufacturers of:

STANDARD WASHERS • S.A.E. WASHERS • HIGH STRENGTH WASHERS • SPECIAL WASHERS • AUTOMOTIVE • METAL STAMPING

S E R V I N G   T H E   I N D U S T R Y   S I N C E   1 9 2 5

# *Universal Galvanizing, Inc.*

*510 Southeast 1<sup>st</sup> St.  
Wright City, Missouri 63390*

*Phone:(636) 791-2016 Fax:(636) 745-0667*

---

January 4, 2013

J.H. Botts, Inc.  
253 E. Bruce Street  
P.O. Box 128  
Joliet, IL 60434-0128

RE: Galvanized Certification

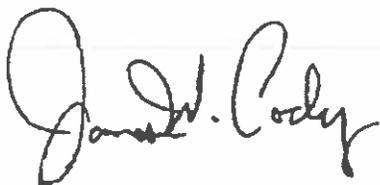
The following materials that we hot dip galvanize in our plant at Wright City, MO, USA meets the specifications of ASTM A123 and ASTM A153/F2329. The galvanizing process was conducted in a temperature range of 830F to 850F.

- 1.) ASTM A153/F2329
  - A.) Bolts
  - B.) Nuts
  - C.) Washers
  
- 2.) ASTM A123
  - A.) Plates
  - B.) Bars
  - C.) All other structural shapes

This is a standard certification of compliance for all parts hot dip galvanized throughout 2013 for J.H. Botts, Inc. If you would require any additional certifications or information, please let us know.

Thank you for the opportunity of providing you with our hot dip galvanizing services.

Sincerely,



James W. Cody  
Vice President of Sales

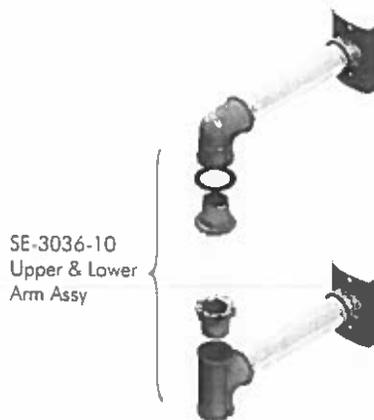
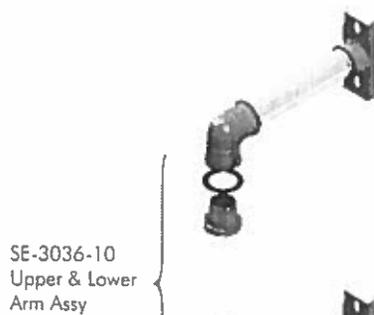
Item 52

# Aluminum 1-Way Side-of-Pole with Cast Nipples

Pelco's Side-of-Pole assemblies are designed to mount traffic and pedestrian signals on the side of traffic signal poles using an upper and lower arm. Available in aluminum or iron, and 1-1/2" NPS, tri-bolt, or tri-stud, and a vast array of hubs to accommodate both 1-way or 2-way signal configurations.



SIDE-OF-POLE



## 1-Way Upper & Lower Arm Assy, Alum Nipples, Alum

SE-3036	-	<input type="text"/>	-	<input type="text"/>
		Nipple Length		Coating
		06=6"		PNC=Process No Color
		08=8"		P__=Paint
		10=10"		
		12=12"		
		14=14"		

Note:  
See Components Section T14 for choice of hub plates.

## 1-Way Upper & Lower Arm Assy, 10" Nipples, Universal Hub Plates, Alum

SE-3215	-	<input type="text" value="P29"/>
		Coating
		PNC=Process No Color
		P__=Paint

## 1-Way Upper & Lower Arm Assy, 10" Nipples, Large Pole Hub Plates, Alum

SE-3148	-	<input type="text"/>
		Coating
		PNC=Process No Color
		P__=Paint

Note: 1. All assemblies are supplied standard with stainless steel fasteners.  
2. See Reference Section for available paint colors.



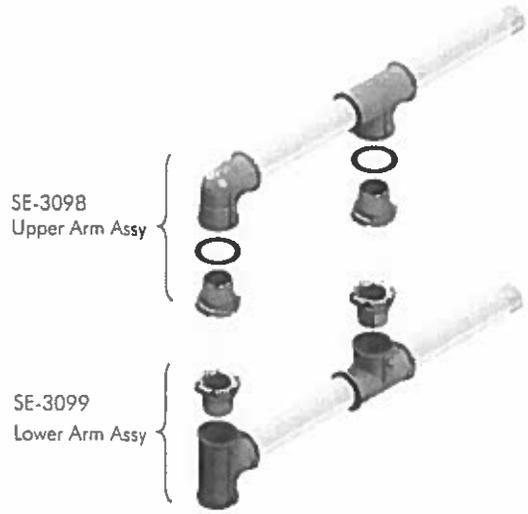
Item 53

## Aluminum 2-Way Side-of-Pole with Cast Nipples

Pelco's Side-of-Pole assemblies are designed to mount traffic and pedestrian signals on the side of traffic signal poles using an upper and lower arm. Available in aluminum or iron, and 1-1/2" NPS, tri-bolt, or tri-stud, and a vast array of hubs to accommodate both 1-way or 2-way signal configurations.

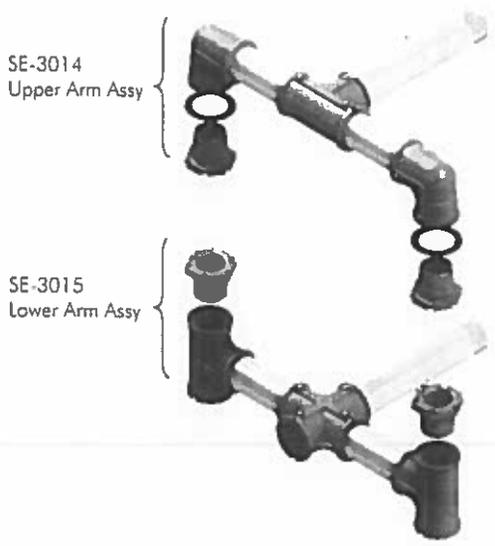


**pelco**  
 PELCO PRODUCTS, INC.



### 2-Way Upper & Lower Tandem Arm Assy, 10" Nipples, Alum

SE-3100 -  Coating  
 PNC=Process No Color  
 P\_\_=Paint



### 2-Way Upper & Lower Arm Assy, 16-1/2" CTC, Alum

SE-3075 -  Coating  
 PNC=Process No Color  
 P\_\_=Paint

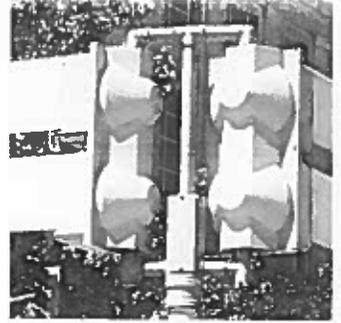
Note: 1. All assemblies are supplied standard with stainless steel fasteners.  
 2. See Components Section T14 for choice of hub plates.  
 3. See Reference Section for available paint colors.



Item 54

# Aluminum Slip Fitter Assemblies, Cast Nipple

Pelco's Post Top Slip Fitters are available in aluminum, bronze, and iron, 1-1/2" NPS, Tri-Bolt or Tri-Stud. Post Top Terminal Compartments are available in aluminum or bronze and are supplied with a 12-circuit terminal strip or block.



**RIGID POSTTOP**

**pelco**  
PELCO PRODUCTS, INC.

SE-3054  
Signal Closure Kit



## Slip Fitter Assy, 1-Way for 2-7/8" OD Pole Cast Nipple

SE-3279 -  Coating  
PNC=Process No Color  
P\_\_=Paint



SE-3003  
Signal Mounting Kit



## Slip Fitter Assy, 1-Way Offset for 4-1/2" OD Pole Cast Nipple

SE-3310 -  Coating  
PNC=Process No Color  
P\_\_=Paint



SE-3003  
Signal Mounting Kit



## Slip Fitter Assy, 1-Way for 4-1/2" OD Pole Cast Nipple

SE-3311 -  Coating  
PNC=Process No Color  
P\_\_=Paint



SE-3003  
Signal Mounting Kit



## Slip Fitter Assy, 1-Way w/ 2-Way Side Ports for 4-1/2" OD Pole Cast Nipple

SE-3037 -  P29 Coating  
PNC=Process No Color  
P\_\_=Paint



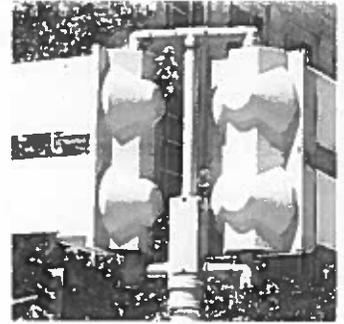
Note: 1. All assemblies supplied standard with stainless steel fasteners.  
2. See Reference Section for available paint colors.



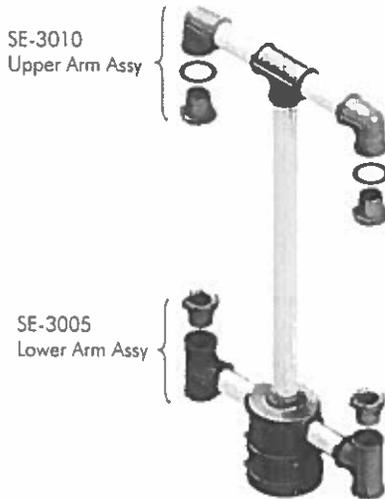
Item 55

# Aluminum Slip Fitter Assemblies, Cast Nipple

Pelco's Post Top Slip Fitters are available in aluminum, bronze, and iron, 1-1/2" NPS, Tri-Bolt or Tri-Stud. Post Top Terminal Compartments are available in aluminum or bronze and are supplied with a 12-circuit terminal strip or block. Designed to fit a 4-1/2" OD pole.



## Slip Fitter Assy, 2-Way 16-1/2" CTC for 4-1/2" OD Pole, Cast Nipple



SE-3053 - 

--

 - 

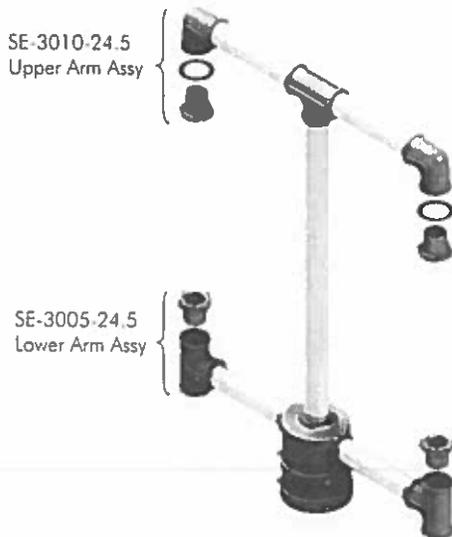
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Signal Section      Coating

1 = 1 Sec            PNC = Process No Color  
2 = 2 Sec            P\_\_ = Paint  
3 = 3 Sec  
4 = 4 Sec  
5 = 5 Sec



## Slip Fitter Assy, 2-Way ICC Ped 24-1/2" CTC for 4-1/2" OD Pole, Cast Nipple



SE-3257 - 

P29
-----

Coating

PNC = Process No Color  
P\_\_ = Paint



Note: 1. All assemblies are supplied standard with stainless steel slotted washer and fasteners.  
2. See Reference Section for available paint colors.



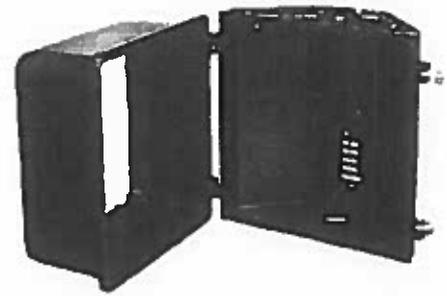
**RIGID POSTTOP**

**pelco** PELCO PRODUCTS, INC.

Item 56-58,60

# Pedestrian Signal Housing

12" Housing  
16" Housing  
Aluminum  
Polycarbonate



McCain's Pedestrian Signal Housings are designed to be used in conjunction with standard or LED pedestrian signal modules to promote pedestrian safety at intersections. McCain housings exceed the Institute of Transportation Engineers (ITE) standards, offering a low maintenance and durable housing in either die cast aluminum or injection molded polycarbonate resin. They are available in 12" or 16" styles, and the 12" housings are available in 1-section or 2-section varieties. The 12" polycarbonate housings are reinforced with a 10 percent fiberglass fill for superior strength and durability unmatched by standard polycarbonate resins. The fiberglass fill is optional on the 16" polycarbonate housings.

## Benefits

- 12" or 16" styles
- Rugged aluminum or polycarbonate construction
- Designed for standard symbol or word pedestrian signal modules including LED
- Door-hinge hardware can be removable and reversible or permanently attached
- Highly customizable including a variety of fabrication, mounting, and visor options
- 16" available with *Vantage Visor™* for increased visibility and impact protection

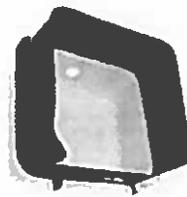
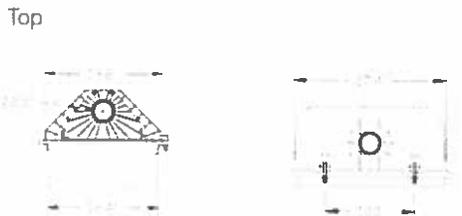
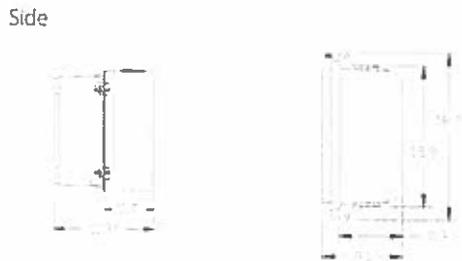
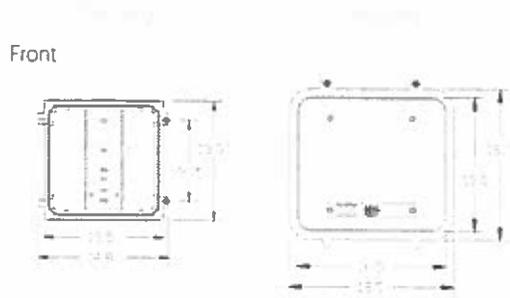
## Product Description

The McCain Pedestrian Signal Housing is available in 12" and 16" styles and a variety of configurations including aluminum or polycarbonate construction, with a number of options (see Options for details).

The door is attached with stainless steel detent-type clevis or roll pins and eye bolt/wing nut assemblies. Two equally spaced mounting lugs, integrally cast into the top and bottom of the 16" and the sides of the 12", allow the doors to hinge from either direction. When clevis pins are used, the door and eye bolt assemblies can be removed and rotated without the use of any tools, facilitating maintenance.

All interior mounting locations on the 16" housing are symmetrically positioned, allowing the rotation of components when using the bi-directional McCain Clamshell Mount to mount to the right or left side.

# Pedestrian Signal Housing



16" Tunnel visor

## Standard Features

- Stainless steel hardware includes hinge pins (detent-type clevis or roll) and eye bolt/wing nuts (latch)
- Terminal block with quick-disconnect fittings on one side of each terminal position and screw clamps on the other side

## General Specifications

Dimensions*:	12" Housing	16" Housing
Housing:	13.2"H x 13.2"W x 5.7"D	15.8"H x 17.4"W x 7.3"D
Door (incl. tabs):	13.5"H x 15.0"W x 5.6"D	18.7"H x 18.5"W x 1.8"D
Overall:	14.0"H x 15.0"W x 11.3"D	18.7"H x 18.5"W x 9.1"D
Material:	Polycarbonate: Ultraviolet and heat stabilized, flame retardant, permanently colored, 10% fiberglass reinforcement (12" standard, 16" optional) Aluminum: Type 360, reduced corrosion, increased powder coat adhesion	
Finish(es):	Polycarbonate: Colored resins integral to housing Aluminum: Powder coated	
Color(s):	Federal yellow, signal green, black, or custom colors	
Access:	Front door (1), 16": hinged top or bottom 12": hinged left or right	
Latching System:	Eye bolt assemblies	
Mounting:	Standard signal hardware	
Environmental:	Operating temperature: -37°C to +74°C Humidity: 0 to 95% (non-condensing)	
Shipping Weight:	12": Poly 5 lbs, Al 9 lbs 16": Poly 9 lbs, Al 10 lbs	

## Options

- Polycarbonate 10% fiberglass fill for added durability (optional on 16", standard on 12")
- Modules: LED or incandescent; international Hand/Man symbol, "WALK"/"DON'T WALK" words
- Visors: *Vantage Visor* (16" only), tunnel, or cap (12" only)
- Clamshell mount (16" only - housing available pre-drilled for mount)
- Custom terminal blocks
- Door hardware permanent (roll pins) or removable (clevis pins)

To learn more about  
McCain's Integrated Traffic  
Solutions, please contact

or

call

# McCain

# Clamshell Mount



McCain's Clamshell Mount is a quick and convenient way to mount a 16-inch pedestrian housing. Installed half on the pole and half on the housing, the dual-mount pieces easily slide together creating a singular, secure mount. When the pedestrian housing requires maintenance or needs to be replaced, the mount easily separates, allowing the housing to be quickly taken down and remounted in the field.

## Benefits

- Multiple mounting options to accommodate your specific requirements
- Quick and easy to install
- Can be left or right mounted or easily converted one to the other
- Vandal-resistant
- Available in multiple colors

## Product Description

The McCain Clamshell Mount is a two piece 16 inch pedestrian housing mount. Its unique design allows multiple mounting methods to poles four inches in diameter and larger, including through bolt, banding, and lag screw. When using through bolts, horizontally elongated bolt holes allow the mount to be rotated on the pole for ideal positioning.

The signal half of the Clamshell Mount is bolted directly onto the pedestrian housing and is secured to the pole-mount piece with stainless steel hinge pins. McCain's pedestrian housing can be ordered pre-drilled to readily accept the clamshell bolts making installation a snap!

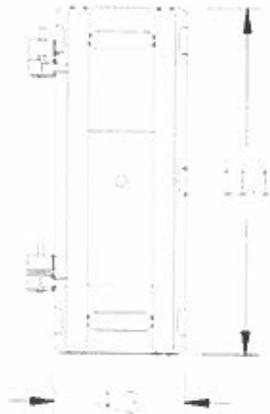
Completing the installation, the two halves are secured to each other via a vandal resistant flathead socket bolt. The mount is made from cast aluminum alloy for strength and longevity and is available in a variety of colors to appear as though a continuation of the pedestrian housing.

# Clamshell Mount

Top



Front



Side



## Standard Features

- 2-part mounting assembly
- Symmetrical mounting holes allow for left or right mount
- Neoprene gasket provides a weathertight seal
- 3-position, 2-row terminal block mounted in the upper half of the signal mounted portion, one side with fast-on terminals, the other side with screw terminals
- 28" wire leads (3) provided to wire clamshell terminal block to pedestrian signal terminal block
- Field wiring is terminated on clamshell terminal block
- Flathead 3/16" hex socket closure bolt

## General Specifications

Dimensions: 11.1"H x 5.1"W x 2.4"D

Material: Cast aluminum alloy

Finish(es): Powder coated

Color(s): Federal yellow, signal green, black or custom colors

Latching System: Flathead 3/16" hex socket bolt

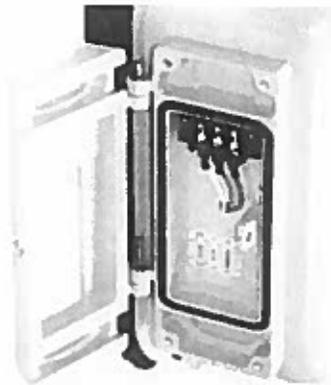
Mounting: Band, through-bolt, or lag screw

Shipping Weight: 4.5 lbs

## Options

- Conduit entrance for wood pole mount
- Pedestrian housings can be ordered pre-drilled for easy clamshell attachment

Interior view



To learn more about  
McCain's integrated traffic  
solutions, please contact

or

call

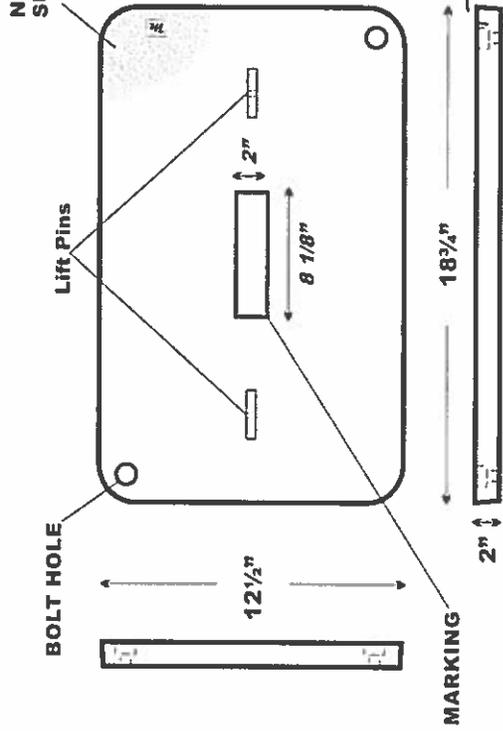
# McCain

2365 OAK RIDGE WAY VISTA, CALIFORNIA 92081 USA WWW.MCCAIN.INC.COM

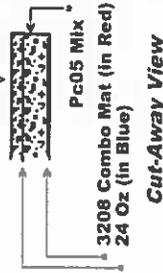
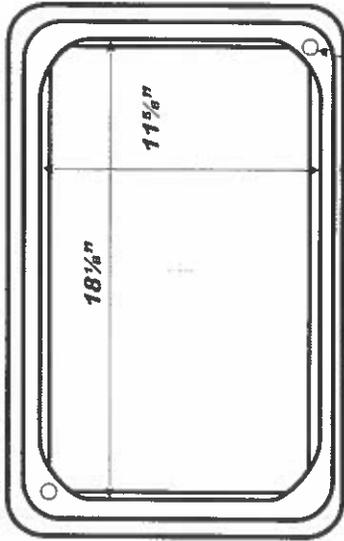
item 78479

**1118 Polymer Concrete Series / Tier 15**

**COVER VIEW**

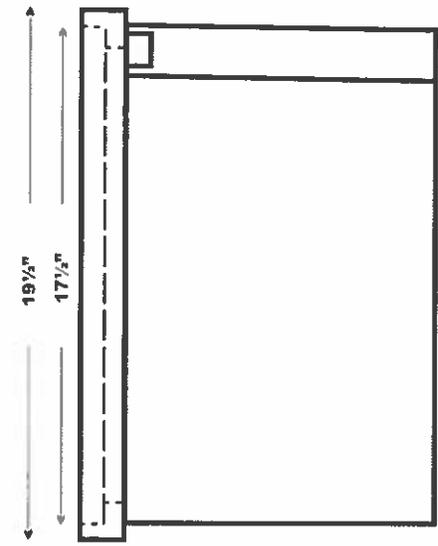
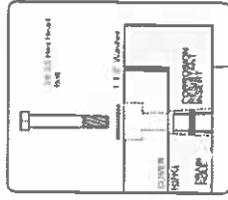


**TOP VIEW**

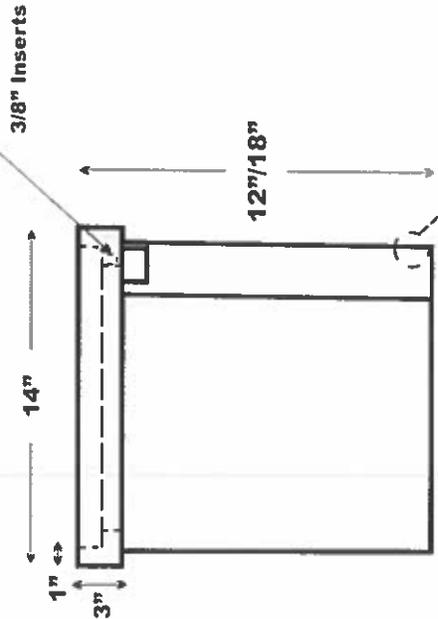


**Cut-Away View**

**Hardware Detail**



**SIDE VIEW**



**END VIEW**

**Cut-Away View**  
 Interior Wall  
 Exterior Wall  
 Pc05 Mix  
 Yellow Represents 10 oz Mat - built into the interior and exterior wall

<b>Part No. 1118 Polymer Concrete Series</b>	
<b>Body: Polymer Concrete</b>	<b>Cover: Polymer Concrete</b>
<b>Weight 50-60 lbs.</b>	<b>Tolerance +/- 1/8"</b>
<b>October 21, 2014</b>	<b>File 1118 PC Series</b>
<b>ANSI/SCTE 77 2013 Tier 15 Rated</b>	

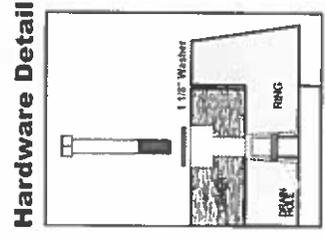
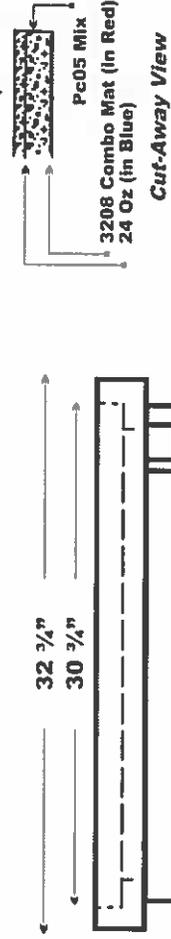
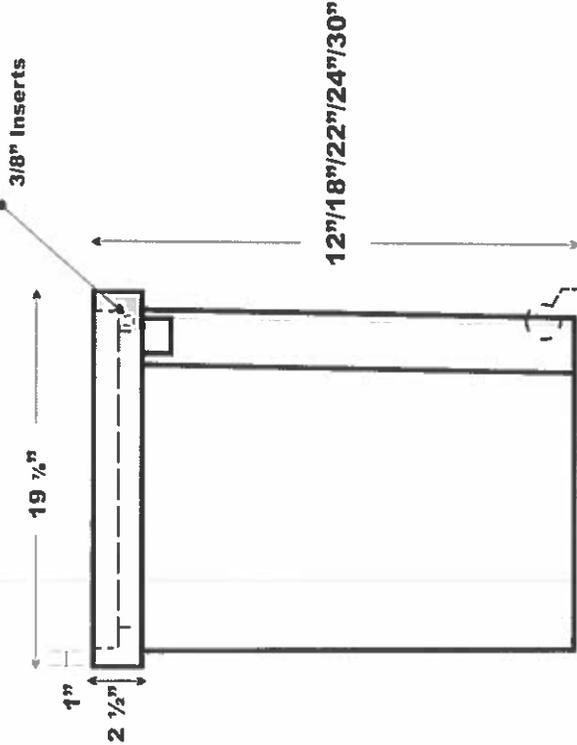
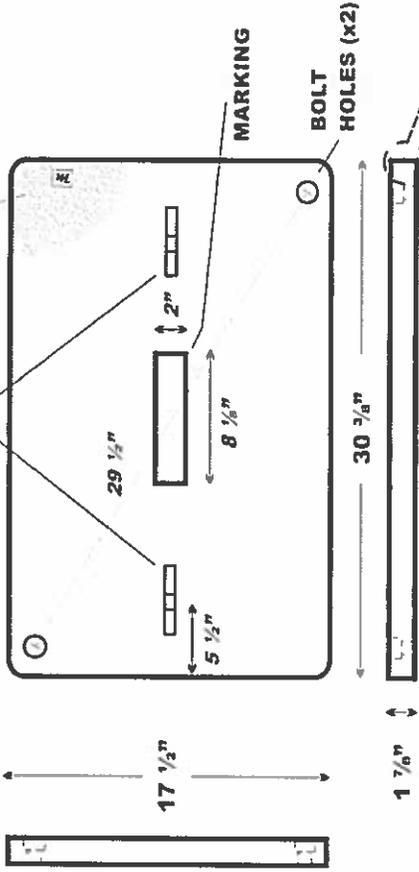
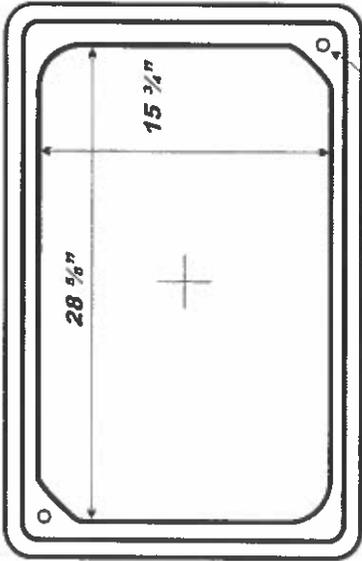
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**Martin Enterprises**  
 "Your Independent Partner System"  
 ISO 9001:2008 Registered Firm  
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# 1730 Polymer Concrete Series / Tier 15 & 22



## SIDE VIEW

<b>Part No. 1730 Polymer Concrete Series</b>	
<b>Body: Polymer Concrete</b>	<b>Cover: Polymer Concrete</b>
<b>Weight 145-195 lbs.</b>	<b>Tolerance +/- .1/8"</b>
<b>October 21, 2014</b>	<b>File 1730 PC Series</b>
<b>ANSI/SCTE 77 2013 Tier 15/22 Rated</b>	

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**Martin Enterprises**  
"Your Independent Laboratory System"

UL Listed Product File# E351227  
ISO 9001:2008 Registered Firm  
QWEST Forum / TL9000 Registered

UL  
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**Cut-Away View**

Interior Wall

Yellow Represents 10 oz Mat - built into the interior and exterior wall

**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 to 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.

*This Space is Intentionally Left Blank*

**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.
- 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.
  - 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.
  - 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

IFB # 201901224

Vendor: Utilicom Supply Associates

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.

**This Space Is Intentionally Left Blank**

**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:

Vista, California - Nuevo, California - Edmond, OK

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.

**This Space is Intentionally Left Blank**

**ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION**

Name of Vendor: Utilicom Supply Associates

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: 12/31/2018 (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:

<u>Steven J. Fiddler</u>	<u>11/19/19</u>
Signature	Date
<u>Steven J. Fiddler</u>	<u>CFO</u>
Printed Name	Title

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

**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.



November 20, 2019

Utilicom Supply Associates  
4400 Shackelford Rd  
Norcross, GA 30093

**Re: 2019 Authorization of Representation**

Dear Beth,

This letter is to confirm that *Utilicom Supply Associates* is an authorized equipment dealer for Pelco Products Inc. and may resell Pelco's traffic signal hardware in the State of Georgia.

Sincerely,  
Pelco Products, Inc.

Bob Magness  
Regional Sales Manager

November 19, 2019

**RE: Letter of Authorization**

To Whom It May Concern:

This letter is to confirm that Utilicom Supply Associates, Inc. is authorized to resell McCain, Inc. traffic and pedestrian signal housings in the State of North Carolina.

Should you have any questions or need additional information, please don't hesitate to contact me or a McCain associate. We thank you for your business and appreciate your partnership.

Sincerely,



Nathan Welch  
Vice President of Sales and Marketing  
McCain, Inc.

[NWelch@McCain-Inc.com](mailto:NWelch@McCain-Inc.com)

Direct line 760-734-5020