

# **STATE OF NORTH CAROLINA**

**Division of Purchase and Contract**

**Invitation for Bids #: DPC-467952775-BJ**

**Traffic Control Devices**

**Date Issued: October 10, 2022**

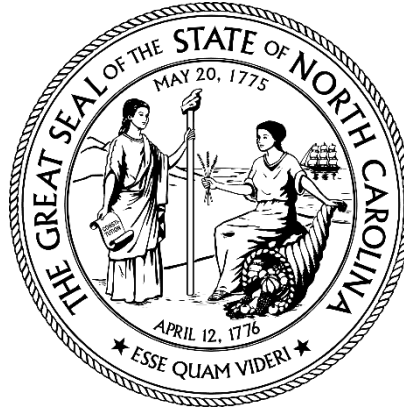
**Bid Opening Date: November 16, 2022 At 02:00 PM ET**

**Procurement Lead:**

**Bahaa Jizi**

**State Procurement Manager**

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # DPC-475283035-FS – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**DPC-467952775-BJ**

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

\_\_\_\_\_  
Intelicom Inc. dba LiteSys Inc.

Vendor Name

\_\_\_\_\_  
32574

Vendor eVP#

**Note:** For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA**  
**Division of Purchase and Contract**

Refer <u>ALL</u> Inquiries regarding this IFB to:	Invitation for Bids # DPC-467952775-BJ
All correspondence with Vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (Only) based on the schedule in Section 2.4	Bids will be publicly opened: November 16, 2022 @ 2:00 PM ET
Using Agency: *** PURCHASE AND CONTRACT ***	Commodity No. and Description: 461615 Traffic Control Devices
Contract Type: Statewide Term Contract (STC #4616A)	

**EXECUTION**

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

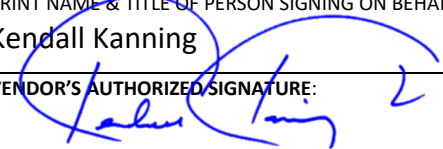
- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the Ariba Sourcing Tool.

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

COMPLETE/FORMAL NAME OF VENDOR: Intelicom Inc. dba LiteSys Inc.		
STREET ADDRESS: 150 Pollywog Lane	P.O. BOX: 239	ZIP: 59714
CITY & STATE & ZIP: Belgrade, MT 59714	TELEPHONE NUMBER: 406-388-9317	TOLL FREE TEL. NO: 800-533-7441
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Kendall Kanning		FAX NUMBER: 406-388-9317
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 11/14/2022	E-MAIL: kendall@litesys.com

Bid Number: DPC-467952775-BJ

Vendor: Intelicom Inc. dba LiteSys Inc., eVP #32574

**VALIDITY PERIOD**

Offer shall be valid for at least 120 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of 12/22/2022, 20\_\_\_\_, as indicated

on the attached certification, by PandC - Bahaa Jizi

(Authorized Representative of Division Purchase and Contract)

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## 1.0 PURPOSE AND BACKGROUND

The Department of Administration (DOA) serves as the business manager for North Carolina state government and provides leadership to state government for the effective, efficient, economical, and equitable delivery of services to the public. The department also provides assistance and services to several advocacy programs that serve diverse segments of the state's population that have traditionally been underserved. The Division of Purchase and Contract (P&C) is the strategic force to provide the State's entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources in an effort to provide goods and services.

The State through the DOA Division P&C is seeking qualified Vendors to establish a Statewide Term Contract to provide new, unused and in current production commercial and institutional quality for all Types of Traffic Control Devices and Accessories on an "**As Needed**" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions, and Other Eligible Entities during the contract period. The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors who will offer a savings to the State and who confirm, through Vendors' submission of bids, an ability to meet the State's needs.

Vendor offering must meet the following categories:

- CATEGORY A - SIGNS AND ACCESSORIES
- CATEGORY B - TRAILER PRODUCTS
- CATEGORY C - BARRICADES
- CATEGORY D – ATTENUATORS
- CATEGORY E - CONES AND ACCESSORIES
- CATEGORY F - DRUMS AND CHANNELIZERS
- CATEGORY G - WORK ZONE PRODUCTS & LIGHTING
- CATEGORY H - UTILITY ACCESSORIES
- CATEGORY I - PAVEMENT MARKERS, PAINT AND TAPE
- CATEGORY J - SAFETY ACCESSORIES
- CATEGORY K - PARKING ACCESSORIES
- CATEGORY L - SIGNAL HOUSING AND MOUNTING HARDWARE
- CATEGORY M - SIGNAL CONTROLLERS AND CABINETS
- CATEGORY N - LED MODULES
- CATEGORY O - CABLE AND WIRE
- CATEGORY P - RADIO EQUIPMENT
- CATEGORY Q - TRAFFIC SIGNAL MISCELLANEOUS

The Traffic Control Devices specified herein will primarily be used by The North Carolina Department of Transportation (DOT) throughout the state of North Carolina. Based on historical data, the State has purchased approximately \$3.983 million worth of Traffic Control Devices during the previous five (5) year term. No maximum or minimum quantities are guaranteed for this contract. The State shall not be obligated to purchase in excess of its normal requirements

The Contract resulting from this IFB is mandatory for State Departments, most State Agencies, and State Higher Education Institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of **four (4)** years, beginning on January 1, 2023. At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one (1) year term. The State will give the Vendor written notice of its intent to exercise each option no later than 60 days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

## 2.0 GENERAL INFORMATION

### 2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

#### What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

**By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.**

### 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	October 10, 2022
Submit Written Questions	Vendor	October 20, 2022 @ 10:00 AM. EST.
Provide Responses to Questions	State	October 26, 2022
Submit Bids	Vendor	November 16, 2022@ 2:00 PM. EST.



		<b>Microsoft Teams meeting</b> <b>Join on your computer, mobile app or room device</b> <a href="#">Click here to join the meeting</a>
Contract Award	State	TBD
Contract Effective Date	State	TBD

## 2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # DPC-467952775-BJ – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

## 2.6 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless

all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

## **2.7 BID CONTENTS**

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Cover Letter, must include a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor Response (Section 3 and Section 5)
- f) Completed version of ATTACHMENT A: PRICING WORKBOOK
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed version of ATTACHMENT H - AUTHORIZED DEALER INFORMATION
- l) Completed version of ATTACHMENT I – CONTRACT MANAGER AND CUSTOMER SERVICE INFORMATION
- m) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## **2.8 ALTERNATE BIDS**

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

## **2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

A list of commonly used definitions has been provided in the INSTRUCTIONS TO VENDORS.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

1. Contract Administrator - The Contract Administrator shall be the State's point of contact for all contract oversight of contractual needs.

2. MSRP – Manufacturer Standard Retail Pricing
3. OEM – Original Equipment Manufacturer

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. The goods or services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bids(s) to provide the estimated requirements as to breadth of items in each category offered, highest percentage discount offered off the Manufacturer Standard Retail Price (MSRP) List, quantity, quality, delivery, service, and/or geographical coverage.

It is the State's intent to have multiple manufacturers represented in each category. In the event that two (2), or more Vendors offer the same manufacturer's product(s), it is the intent of the state to make an award to the Vendor with the most complete offering per category, and highest percentage discount offered off MSRP List for a particular manufacturer's product(s).

**Products offered must currently be available on the manufacturer's published MSRP. Submission of price schedules developed specifically for this Bid WILL result in disqualification from award consideration.**

State reserves the right to reject any bid based on functionality, compatibility with specified requirements as well as cost, make separate awards to different Vendors for one (1) or more categories, to not award one (1) or more categories or to cancel this IFB in its entirety without awarding a Contract if it is considered to be most advantageous to the State to do so.

The State is requesting the Vendor to enter its most advantageous percentage discount for its entire catalog in **ATTACHMENT A: PRICING WORKBOOK**

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

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors entitled Confidential Information.

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

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

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

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

### **3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

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

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **3.5 INTERPRETATION OF TERMS AND PHRASES**

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

## **4.0 REQUIREMENTS**

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the

Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

#### **4.1 PRICING**

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

#### **4.2 ADDITIONAL DISCOUNT OFFERS/REBATES**

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives, if possible, within the scope of this IFB that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacture or product type, etc. Additional Discount Offers shall be in addition to the discounts bid on percentage discount off items.

Volume or tier discounts, if offered, shall also be based on the published retail MSRP price list. All discounts offered shall remain in effect for the entire contract period and cannot be decreased. However, the discount may be increased, and any such increase shall remain in effect for the remainder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendor may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

The State reserves the right to accept or reject all or part of proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. It is at the State's sole discretion not to assign value to propose Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discount using the Additional Discount Offers within ATTACHMENT A-PRICING WORKBOOK

#### **4.3 MINIMUM ORDERS**

The minimum order amount, which will qualify for prepaid FOB transportation, is **\$250.00 for a single order**. Buyers also shall be required to use this contract for orders less than the minimum order amount. However, in such cases the order may be shipped prepaid and actual transportation charges may be added to the invoice as a separate line item. The transportation costs charged for orders below the minimum order amount shall be commensurate with or less than shipping charges of major small package shippers such as the US Postal Service. No surcharge or handling charge shall be added or assessed for such orders. Vendor must provide an estimated shipping amount to the Buyer upon request.

#### **4.4 PRODUCT IDENTIFICATION**

##### **SUITABILITY FOR INTENDED USE**

Vendors are requested to offer only items directly complying with the specifications herein or 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 and fees included in the total bid price.

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

## 4.6 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination.

Vendors are requested to make deliveries within **Thirty (30) days** after a receipt of an order, unless otherwise stated below. The State reserves the right to evaluate delivery offered in determining the award of the proposed contract.

Category A: \_\_\_\_\_ consecutive calendar days.

Category B: 45-60 consecutive calendar days.

Category C: \_\_\_\_\_ consecutive calendar days.

Category D: \_\_\_\_\_ consecutive calendar days.

Category E: \_\_\_\_\_ consecutive calendar days.

Category F: \_\_\_\_\_ consecutive calendar days.

Category G: \_\_\_\_\_ consecutive calendar days.

Category H: \_\_\_\_\_ consecutive calendar days.

Category I: \_\_\_\_\_ consecutive calendar days.

Category J: \_\_\_\_\_ consecutive calendar days.

Category K: \_\_\_\_\_ consecutive calendar days.

Category L: \_\_\_\_\_ consecutive calendar days.

Category M: \_\_\_\_\_ consecutive calendar days.

Category N: \_\_\_\_\_ consecutive calendar days.

Category O: \_\_\_\_\_ consecutive calendar days.

Category P: \_\_\_\_\_ consecutive calendar days.

Category Q: \_\_\_\_\_ consecutive calendar days.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) ONLY:** The following items shall be delivered in the following manner:

- 28" Reflective Banded Traffic Cones: Must be shipped 100 Each/Pallet and shrink wrapped.
  - 36" Traffic Cone with 6" and 4" Collar: Must be shipped 100 Each/Pallet and shrink wrapped.
  - 8' Type III Barricade: Must be shipped 50 Sets/Pallet and shrink wrapped and banded. Sets must include all components, hardware & panels.
  - 24" Type II Barricade: Must be shipped 30 Each/Pallet and shrink wrapped and banded.
- Vendor shall be required to notify the Ordering Entity within twenty-four (24) hours of order placement if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty.
  - Vendor shall assume all risk of damage/loss to products and goods prior to acceptance by the State.
  - Vendor shall not refuse to ship or deliver any products to the State without giving prompt notice to the Ordering Entity and the Contract Administrator at the Division of Purchase and Contract.

Vendors are cautioned that excessively long delivery schedules, as determined by this Division, may be cause for non-award. The State expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet contracted delivery schedules shall constitute cause for removal from the contract.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with ATTACHMENT B, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

#### 4.7 ON-TIME DELIVERY RATE

The Vendor shall maintain an on-time shipment rate of at least 95% of orders being shipped within delivery terms. On-time shipment is defined as shipping all ordered items to the receiving point designated by the Buyer within the shipping time required in Section 4.5 DELIVERY. The on-time shipping rate is calculated using the following formula:

Shipment Timing	Percent On-Time Shipment Rate
Section 4.6 Business Days	95%

$$(\text{Number of On-Time Order Shipments}) / (\text{Total Number of Orders}) \times 100\% = \text{On-Time Shipment Rate}$$

**Note: On-Time Shipment Rate will be rounded to the nearest whole percent.**

NOTE: An order will not be considered shipped until all items in the order have been shipped to the State. This includes all shipments required to complete a given order. Therefore, the "Total Number of Orders" is equal to the total number of orders received, subtracting any orders that are cancelled by the State prior to shipment. If the Vendor makes multiple shipments to fill a single order, the shipment is not considered complete until all items have been shipped. Once all items have been shipped the order will be considered either "On-Time" or "Late". Vendor shall not cancel or require that the State cancel any partial order or item considered "back-ordered" due to shipment delay unless requested to do so by the State, nor engage in any process or activity with an effect of inflating the actual On-Time Shipment Rate without prior written authorization from the State.

#### 4.8 TRAINING

The vendor, in conjunction with his subcontractors and suppliers, shall provide the Using Agency's operations and maintenance personnel with a minimum of eight (8) hours of instruction and training in the proper operation and maintenance of the equipment and related controls Statewide. The pricing for training is provided in ATTACHMENT A – PRICING WORKBOOK.

#### 4.9 AUTHORIZED RESELLER

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

Vendor is the: ☒ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

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

#### 4.10 DEFECTIVE PRODUCTS

In the event a product is found to be defective, Vendor agrees to replace the item immediately or within five (5) business days at no additional charge to the State. Failure to do so may cause Vendor to become ineligible to receive future contract awards or purchase orders.

#### 4.11 RETURN POLICY

Vendor shall accept merchandise returns from the State for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to the State, whichever the State requests, within thirty (30) business days on all returns of ordered product that are in original packaging and in re-sellable conditions.

#### 4.12 WARRANTY

Manufacturer's standard warranty shall apply and shall begin from date product is put into operation, unless otherwise stated. The Vendor must provide manufacturer's warranty documentation with their bid. The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods including, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other

Bid Number: DPC-467952775-BJ

Vendor: Intelicom Inc. dba LiteSys Inc., eVP #32574

than normal and good faith problem resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? ☒ Yes ☐ No

Will the Vendor provide warranty service? ☒ Yes ☐ No, an authorized third party will perform warranty service

**Contact information** for warranty service provider:

Company Name: LiteSys Inc.

Company Address: 150 Pollywog Lane

Belgrade, MT 59714

Contact Person (name): Ron Squyres, Customer Service Representative

Contact Person (phone number): 406-388-9317

Contact Person (email): support@litesys.com

#### 4.13 SAMPLES

Samples are not required prior to bid opening date; however, samples may be required at a later time. If so requested, Vendor agrees to furnish samples of items offered at no expense to the State within **seven (7)** consecutive calendar days after request is made by the State. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration.

#### 4.14 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) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid, at the discretion of the State.

In addition, the State reserves the right to require, upon request, a complete descriptive literature, specifications, certifications, and all other pertinent data necessary to determine compliance of the item(s) prior to purchase.

#### 4.15 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Contract Manager at the State's Division of Purchase and Contract of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the Contract Manager in necessary follow-up with State entities that have purchased recalled products to replace, at no cost to the State, any such products promptly.

#### 4.16 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.**

#### 4.17 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.



#### 4.18 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

#### 4.19 VENDOR'S REPRESENTATIONS

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

#### 4.20 FINANCIAL STABILITY

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

#### 4.21 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction.
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and,
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

### 5.0 PRODUCT SPECIFICATIONS

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#### 5.1 GENERAL SPECIFICATIONS

The following categories shall be covered under this IFB for Traffic Control Devices and specifications in bid document are used for reference purposes only, unless otherwise stated. Maintenance, installation, relocation, construction methods, measurement and removal of traffic control devices are not required for this contract. Vendor must demonstrate in its bid that it meets this requirement.

##### Categories:

- CATEGORY A - SIGNS AND ACCESSORIES
- CATEGORY B - TRAILER PRODUCTS
- CATEGORY C - BARRICADES
- CATEGORY D - ATTENUATORS

- CATEGORY E - CONES AND ACCESSORIES
- CATEGORY F - DRUMS AND CHANNELIZERS
- CATEGORY G - WORK ZONE PRODUCTS & LIGHTING
- CATEGORY H - UTILITY ACCESSORIES
- CATEGORY I - PAVEMENT MARKERS, PAINT AND TAPE
- CATEGORY J - SAFETY ACCESSORIES
- CATEGORY K - PARKING ACCESSORIES
- CATEGORY L - SIGNAL HOUSING AND MOUNTING HARDWARE
- CATEGORY M - SIGNAL CONTROLLERS AND CABINETS
- CATEGORY N - LED MODULES
- CATEGORY O - CABLE AND WIRE
- CATEGORY P - RADIO EQUIPMENT
- CATEGORY Q - TRAFFIC SIGNAL MISCELLANEOUS

Click on the links below for additional information. All Traffic Control Devices must meet all Federal Requirements from:

[Section 6, Manual on Uniform Traffic Control Devices \(MUTCD\).](#)

- Channeling Devices: [https://mutcd.fhwa.dot.gov/htm/2009/part6/fig6f\\_07\\_longdesc.htm](https://mutcd.fhwa.dot.gov/htm/2009/part6/fig6f_07_longdesc.htm)

[NCDOT 2018 STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES \(SECTION 1098\).](#)

[REFLECTIVE SHEETING SPECIFICATION](#)

### **ITS and Signals Project Special Provisions**

Website:

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

## **5.2 STENCILING**

If stenciling of products are required, the Vendor shall contact the agency for the type of stenciling, location of stenciling on item, color of stenciling, etc. prior to any stenciling work being performed. The Vendor may be required by the agency to provide a proof/sample prior to work being initiated.

## **5.3 APPLICABLE STANDARDS**

All equipment and supplies must meet all safety regulations, guidelines, and specifications such as OSHA, USDOT, NCDOT, NFPA, UL, etc., if so regulated.

## **5.4 DEVIATIONS**

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

## **6.0 CONTRACT ADMINISTRATION**

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All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

State Contract Administrator: [Bahaa Jizi](#)

Note: In the event the State's Contract Administrator changes, notification will be sent to the Vendor's Contract Manager and the Contract Synopsis on the DOA P&C website will be updated.

### **6.1 ACCOUNT MANAGER AND CUSTOMER SERVICE**

If selected for award, the Vendor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Vendor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Vendor shall provide a dedicated Contract Manager to support the updating and management of the Contract on a timely basis. Information regarding the Contract Manager and Customer Service shall be provided herein. Vendor must notify the P&C Contract Administrator within five (5) Business Days if its Contract Manager, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes Shall be submitted electronically via e-mail to the Contract Administrator.

### **6.2 POST AWARD MANAGEMENT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet periodically with the Contract Lead for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

### **6.3 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

### **6.4 INVOICES**

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Authorized User with an invoice for each order. Invoices shall include detailed line-item information to allow Authorized User 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, Authorized User's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

### **6.5 DISPUTE RESOLUTION**

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

### **6.6 ELECTRONIC PRODUCT CATALOG**

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to develop a line-item catalog. At a minimum, the Vendor shall agree to the following:

- a) Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Lead via email at [eprocurementdata@its.nc.gov](mailto:eprocurementdata@its.nc.gov).

The State will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State may determine when the electronic catalog and any subsequent revisions “go live”.

- b) The Vendor shall submit an updated electronic catalog from time to time or as requested by the State to maintain the most up-to-date version of its product/service offering under the statewide contract.
- c) The Vendor shall meet the following requirements:
  1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
  2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
  3. Include in the catalog detailed product line-item descriptions; and
  4. Include in the catalog any additional content required by the State; and
  5. Limit the line-item catalog content to the Vendor’s statewide contract offering
- d) The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor’s offering from the E-Procurement System.

## 6.7 QUARTERLY REPORTS

The Vendor shall be required to provide quarterly Sales Management Reports, in the format of an Excel spreadsheet, to the designated Contract Administrator. Additional Ad Hoc reports will be required, as requested. The Quarterly Sales Management Report shall include, at a minimum:

1. Sales Report (total cost) by state entity, to include agencies, community colleges, universities, school systems, local government entities.
2. Sales Report (Detail) to include: Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

**Quarterly Sales Management Reports shall be sent to [PCReports@doa.nc.gov](mailto:PCReports@doa.nc.gov) with the Contract Administrator copied at the following e-mail address [Bahaa Jizi](mailto:Bahaa.Jizi).** Vendor shall include all issues identified by Vendor related to Vendor performance or to the State’s usage of the Contract.

Each report shall be well organized and easy to read. Vendor shall submit these reports electronically using the [Vendor Quarterly Spend Data Report](#). The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. Vendor shall submit the Quarterly Management Reports by:

**By October 15<sup>th</sup>:** Q1 Quarterly Management Report for July – September

**By January 15<sup>th</sup>:** Q2 Quarterly Management Report for October – December

**By April 15<sup>th</sup>:** Q3 Quarterly Management Report for January – March

**By July 15<sup>th</sup>:** Q4 Quarterly Management Report for April – June.

This schedule aligns with the State’s fiscal year. If the Contract start date does not align with the start of a quarter, the initial Quarterly Management Report shall be for the period from the Contract start date to the end of the existing calendar quarter. Timely submission of all reports shall be a material term of this Contract and failure to do so shall constitute a default.

Additional related sales information and/or details on user purchases may be required by the State and must be supplied within thirty (30) days of any such request. A template for any such reports may be provided by the State, at its discretion.

## **6.8 BUSINESS REVIEW MEETINGS**

Business Review meetings shall be scheduled semi-annually, Business review meetings shall be presented by the Vendor and be inclusive of the following:

1. Spend overview (State Agency Spend) FY Comparison
  - a. Volume Discount
2. Product Cost Savings from MSRP
3. Product Accuracy Rate – Percent of equipment invoiced and shipped without post order correction
4. Complete Shipment Rate – Percent of orders filled in one (1) shipment
5. On Time Delivery Rate – Percent of orders delivered within contract delivery term
6. Challenges
7. Improvement Ideas

## **6.9 CONTRACT CHANGES**

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

## **6.10 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS**

Post award product substitutions are not permitted without prior written approval from the Contract Specialist. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

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

## **6.11 PRICE ADJUSTMENTS**

**The MSRP List proposed by the Vendor shall be firm against any increases for one (1) year from the effective date of the Contract.**

Percentage discounts modifications for any item(s) shall be submitted in writing to the Contract Administrator. Such requests shall include the reason(s) for the request and contain supporting documentation of the need based off the product/equipment documentation from the manufacturer. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be invoiced at the Contract pricing in effect on the date an order is placed. Invoicing that fails to comport with this provision will subject the Contract to cancellation.

## **6.12 TAXES**

No taxes shall be included in any bid prices.

## **6.13 ATTACHMENTS**

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>