



STATE OF NORTH CAROLINA

State Highway Patrol

Invitation for Bid #: 51-2109296716-HMM

Lines and Antenna Work

Date Issued: April 2, 2026

Bid Opening Date: April 16, 2026

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Heather Melton

Procurement Specialist III

Email: heather.melton@ncshp.gov



STATE OF NORTH CAROLINA

Invitation for Bids

51-IFB-2109296716-HMM

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.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, 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://evp.nc.gov/SignIn>

STATE OF NORTH CAROLINA
Division of NCSHP

Refer <u>ALL</u> Inquiries regarding this IFB to: The Procurement Lead through the Message Board in the Sourcing Tool. See section 2.5 for details:	Invitation for Bids # 51-IFB-2109296716-HMM
	Bids will be publicly opened: April 16, 2026
Using Agency: State Highway Patrol	Commodity No. and Description: 432217 Fixed network equipment and components
Requisition No.: RQ264879	

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.

As required by Executive Order 24 (2017), the undersigned Vendor certifies it will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 is 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 incorporated below**. 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:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
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:		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: 51-2109296716-HMM

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement in writing 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 _____, 20____, as indicated on the attached certification, by _____
(Authorized Representative of NCSHP)

- 1.0 PURPOSE AND BACKGROUND 5**
 - 1.1 CONTRACT TERM..... 5
- 2.0 GENERAL INFORMATION 5**
 - 2.1 INVITATION FOR BID DOCUMENT 5
 - 2.2 E-PROCUREMENT FEE 5
 - 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS 5
 - 2.4 IFB SCHEDULE 6
 - 2.5 BID QUESTIONS 6
 - 2.6 BID SUBMITTAL 7
 - 2.7 BID CONTENTS..... 8
 - 2.8 ALTERNATE BIDS 8
 - 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS..... 8
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS..... 8**
 - 3.1 METHOD OF AWARD..... 8
 - 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION..... 9
 - 3.3 BID EVALUATION PROCESS..... 9
 - 3.4 PERFORMANCE OUTSIDE THE UNITED STATES 10
 - 3.5 INTERPRETATION OF TERMS AND PHRASES..... 10
- 4.0 REQUIREMENTS..... 10**
 - 4.1 PRICING 10
 - 4.2 ESTIMATED QUANTITIES..... 11
 - 4.3 PRODUCT IDENTIFICATION..... 11
 - 4.4 TRANSPORTATION AND IDENTIFICATION 11
 - 4.5 DELIVERY AND INSTALLATION 11
 - 4.6 AUTHORIZED RESELLER..... 12
 - 4.7 WARRANTY 12
 - 4.8 HUB PARTICIPATION..... 12
 - 4.9 REFERENCES 13
 - 4.10 VENDOR’S REPRESENTATIONS 13
 - 4.11 FINANCIAL STABILITY 13
 - 4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION 13
 - 4.13 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS 13
 - 4.14 SUBCONTRACTORS..... 13
 - 4.15 SECRETARY OF STATE REGISTRATION..... 14
 - 4.16 SUSTAINABILITY EFFORTS 14
- 5.0 PRODUCT SPECIFICATIONS Error! Bookmark not defined.**
 - 5.1 ENGINE REQUIREMENTS/SPECIFICATIONS..... **Error! Bookmark not defined.**
 - 5.2 GENERATOR REQUIREMENTS/SPECIFICATIONS **Error! Bookmark not defined.**
 - 5.3 AUTOMATIC TRANSFER SWITCH (Time-Delay Neutral) ASCO 300 Series**Error! Bookmark not defined.**
 - 5.4 CONTRACTOR TESTING (UNIT START-UP)..... **Error! Bookmark not defined.**
 - 5.5 CERTIFICATION AND SAFETY LABELS..... 14
- 6.0 CONTRACT ADMINISTRATION..... 17**

6.1	CONTRACT MANAGER AND CUSTOMER SERVICE.....	17
6.2	POST AWARD BUSINESS REVIEW MEETINGS	17
6.3	CONTINUOUS IMPROVEMENT	18
6.4	INVOICES	18
6.5	DISPUTE RESOLUTION.....	18
6.6	PRODUCT RECALL.....	18
6.7	PRICE ADJUSTMENTS	18
6.8	CONTRACT CHANGES	18
6.9	ATTACHMENTS.....	19
ATTACHMENT A: PRICING FORM		20
ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.....		30
ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE.....		32
ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR.....		33
ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION.....		34
ATTACHMENT H: Certification for Contracts, Grants, Loans, and Cooperative Agreements		35

1.0 PURPOSE AND BACKGROUND

The intent of this solicitation is to award an Agency Specific Contract from a qualified vendor to furnish and deliver an indefinite quantity of Brand Specific lines and antenna equipment to use at the NC State Highway Patrol's VIPER towers. The State cannot and will not guarantee any quantities.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

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 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 the process of negotiations 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).

The State may exercise its discretion to consider Vendor proposed modifications. 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 unless expressly agreed to during negotiations and incorporated by way of a

Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

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	April 2, 2026
Mandatory Pre-Bid Conference	State	April 8, 2026 @ 2:00 pm et Microsoft Teams meeting Join: https://teams.microsoft.com/meet/2544976068035?p=FTmQLWpz6ka2NJLtwX Meeting ID: 254 497 606 803 5 Passcode: gT7Zc9Rs <hr/> Need help? System reference Dial in by phone +1 469-676-9404,,192968234# United States, Northlake Find a local number Phone conference ID: 192 968 234# For organizers: Meeting options Reset dial-in PIN
Submit Written Questions	Vendor	April 10, 2026
Provide Responses to Questions	State	April 14, 2026
Submit Bids	Vendor	April 16, 2026 2:00 pm et
Contract Award	State	TBD

2.5 PRE-BID CONFERENCE (MANDATORY)

Date: April 8, 2026
 Time: 2:00 PM Eastern Time
 Location:

Microsoft Teams meeting
Join: <https://teams.microsoft.com/meet/26589735985540?p=Oll4TeUOVJXu6nrOTw>
 Meeting ID: 265 897 359 855 40
 Passcode: bo3eS9qa

[Need help? | System reference](#)
Dial in by phone
[+1 469-676-9404,,922808091#](tel:+14696769404,,922808091) United States, Northlake
[Find a local number](#)
 Phone conference ID: 922 808 091#
 For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

2.6 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 # 51-2109296716-HMM – 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.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole 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 responses 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.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

2.8 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) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Vendor’s Response
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

2.9 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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. 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(s) will be based on the responsive bid(s) offering the lowest price that meets the requirements provided herein, to include any required verifications set out herein, such as but not limited to past performance, technical requirements, vendor compatibility, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H:

VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The 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 COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

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 all offers (except those that were previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award... Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a vendor’s pricing position.

At 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 **the electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, 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.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous three (3) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 PRODUCT IDENTIFICATION

BRAND SPECIFIC

Manufacturer(s) name and product descriptions used in this solicitation are product specific. The items offered in response to this solicitation shall be by the manufacturer and the specified type. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

4.4 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 shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 DELIVERY AND INSTALLATION

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

<i>SHIP TO ADDRESS:</i>
<i>NC Highway Patrol – Attn: VIPER</i>
<i>1400 Transport Drive</i>
<i>Raleigh NC 27603</i>

Vendor shall complete delivery within thirty (30) days consecutive calendar days after receipt of purchase order. All freight, offloading, and inside delivery charges for all equipment are to be included in the bid pricing.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

4.6 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 upon request from the agency. 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

4.7 WARRANTY

Manufacturer’s standard warranty shall apply. Vendors shall include a copy of the manufacturer’s standard warranty with the bid response.

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer’s warranty, whichever is longer. Such warranty shall cover the cost of all parts replacement and/or repairs, software upgrades, equipment, labor, freight, and technicians’ travel at no additional cost to the State, or as specified by the Procurement Entity herein. To the extent not superseded by the terms of this paragraph, manufacturer’s warranty terms shall apply. Vendor’s warranty shall be at least the level of coverage provided for its comparable customers.

The generators will supply back up power for very CRITICAL COMMUNICATIONS. Generator vendor must agree to dispatch repair service for a failed generator or ATS within 72-hours of notification if a failure occurs during the warranty period.

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 by using acceptable servicing methods to include, 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 than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

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: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.8 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.

4.9 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. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has supplied the same or similar 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.

4.10 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.

4.11 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to 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

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: 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.

4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Contract value in excess of \$1,000,000.00

4.13 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 restrictions;
- 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.

4.14 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and

experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.15 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. **No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.**

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor has registered with the North Carolina Secretary of State: Yes No

4.16 SUSTAINIBILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe how environmental requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging and recycling of spent products.

4.17 CERTIFICATION AND SAFETY LABELS

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

4.18 VENDOR QUESTIONS

Vendors must respond to all questions in order to be deemed responsive for bid evaluation. (

1. Detail the size and geographic distribution of your directly employed (W-2) workforce. Specifically, list the total number of non-contracted tower crews currently employed by your firm, and provide a breakdown of their primary dispatch locations by state and city, with an emphasis on North Carolina-based personnel in the lines below. Add more lines if needed.

Number of Direct (W-2) Crews	Dispatch location (City/State)

2. Describe your company's relationship with the National Association of Tower Erectors (NATE). Does your firm strictly adhere to NATE safety guidelines for all line and antenna work? Please detail your internal process for ensuring that all tower crews deployed under this contract are trained in accordance with these standards."

3. Detail your firm's mandatory safety training program for field technicians. Specifically, confirm that all personnel are certified in NFPA 1670/1006 Tower Rescue, CPR, First Aid, and Bloodborne Pathogen protocols.

4. Define your organization's maximum operational height capacity for line and antenna work and does your company-own the rigging assets used to support work at those heights.

5. For the crews assigned to this contract, please state the average number of years of tower experience for your designated Crew Leads. Specifically, highlight their experience in a supervisory/foreman capacity and their history of managing line and antenna projects of similar complexity to those outlined in this IFB.

6. Please confirm that every crew assigned to this project is equipped with a complete set of Eupen-specific preparation tools for the line sizes specified in this contract (e.g., F-Series drill-mount tools for 7/8", 1-1/4", and 1-5/8"). Bidders must also verify that crews possess calibrated torque wrenches (Back Nut and Coupler) and specialized ground kit stripping tools (GKT-Series) to ensure all installations meet Eupen's manufacturer-warranty standards.

7. Does your firm have experience maintaining and repairing hardened, mission-critical communications infrastructure? Specifically, provide three (3) case studies and three (3) professional references where your company supported operations for a statewide or regional public safety network. Include details on your response times and system performance during a declared state of emergency or catastrophic weather event.

8. During a declared State of Emergency or a catastrophic event, please state the maximum number of directly employed (W-2) tower crews your firm can simultaneously deploy to multiple sites across North Carolina. Specifically, describe your plan for providing simultaneous coverage to geographically distant regions (e.g., the Blue Ridge Mountains and the Outer Banks) and how you prioritize resource allocation during high-demand periods.

9. Describe your company's infrastructure support strategy for mission-critical contracts. Specifically, detail the 'Truck Stock' policy, including the standard load-out of materials carried on service vehicles to ensure common points of failure, such as jumper failures, connector leaks, or mounting hardware fatigue, can be repaired immediately upon arrival. Additionally, identify your company's strategic laydown yards or warehouse facilities that you use for bulk infrastructure materials and provide a list of essential heavy components maintained at these sites.

10. Please describe your drug and alcohol screening policy for all tower crews. How often are randomized screenings conducted, and what percentage of your workforce is tested annually? Explain the process for immediate removal from a mission-critical job site in the event of a policy violation or suspicious behavior.

11. Please detail your firm's background check process for all crews that work on our projects. Does your background check include federal, state, and county criminal records, Sex Offender Registry, and Terrorist Watchlist scans? How often are background checks refreshed for active employees (e.g., annually or bi-annually)?

12. Describe your company's proficiency with high-precision RF testing. List the make, model, and quantity of Site Masters/Sweep tools, Spectrum Analyzers, and Microwave Path Boxes (e.g., Sunsight or Path Align-R) owned by your firm. Where is this equipment stationed to ensure rapid deployment to North Carolina sites?

13. The contractor must be proficient in the use of industry-standard sweep gear (e.g., Anritsu Site Master) for coax and waveguide validation. Bidders must confirm their ability to provide standardized Close-out Packages including .dat or .vna sweep traces for every line serviced. Describe your technicians' experience in interpreting complex sweep traces to differentiate between a faulty connector, a kinked line, or a degraded antenna internal component.

- 14. Does your firm own frequency-agile Microwave Path Alignment Kits (e.g., Sunsight, Spectracom Path Align-R, or equivalent) capable of operating in both the 6GHz and 11GHz bands? Quantity: Please state the total number of these units owned by your firm and their current dispatch locations. Alternative Methods: If your firm does not own standalone pathing boxes, provide a detailed description of your methodology for aligning microwave new paths or downed links when radios are located in the tower house but unavailable or unpowered. Include a list of the specific diagnostic tools used to verify accuracy.

- 15. Does your firm own and maintain a fleet of All-Terrain Vehicles (ATVs) or Utility Task Vehicles (UTVs) specifically for transporting technicians and heavy repair materials (e.g., antennas, lines, and tools) to remote or road-damaged sites? Quantity & Type: Please specify the number of units owned and whether they are tracked or wheeled. Mobilization: Describe your process for hauling these vehicles to a disaster zone and your internal safety protocols for operating off-road equipment in hazardous terrain.

5.0 CONTRACT ADMINISTRATION

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

5.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

5.2 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State 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.

5.3 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 as performance progresses.

5.4 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Procurement Entity 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.

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

5.5 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

5.6 PRODUCT RECALL

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

5.7 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for *six (6) months* from the effective date of the Contract.

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

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

5.8 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. Amendments to the contract can only be done through the Contract Administrator.

5.9 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

MATERIALS

Item #	Qty	Unit	Description	Manufacturer/Model & Part Number	Cost	Extended cost
1	30	Each	6 ft side arm	Valmont HS6-K. No substitution allowed.		
2	30	Each	RFI CC807-11-T1 Antenna	RFI. No substitutions allowed.		
3	3	Each	RFI CC807-11-T2 Antenna	RFI. No substitutions allowed.		
4	3	Each	RFI CC807-11-T3 Antenna	RFI. No substitutions allowed.		
5	3	Each	RFI CC807-11-T5 Antenna	RFI. No substitutions allowed.		
6	3	Each	RFI CC807-08-T1 Antenna	RFI. No substitutions allowed.		
7	3	Each	RFI CC807-08-T3 Antenna	RFI. No substitutions allowed.		
8	1	Pack	Snap-ins every four feet 1/2 inch coaxial cable (10 per pack)	Eupen & SH-S12. No substitution allowed.		
9	1	Pack	Snap-ins every four feet 7/8 inch coaxial cable (10 per pack)	Eupen SH-S78. No substitution allowed.		
10	1	Pack	Snap-ins every four feet 1-1/4 inch coaxial cable (10 per pack)	Eupen & SH-S114. No substitution allowed.		
11	1	Pack	Snap-ins every four feet 1-5/8 inch coaxial cable (10 per pack)	Eupen & SH-S158. No substitution allowed.		
12	1	Pack	Snap-ins every four feet EU90 waveguide, price is per 10 snap-ins (10 per pack)	Eupen & SH-U90. No substitution allowed.		
13	1	Pack	Snap-ins every four feet EU63 waveguide (10 per pack)	Eupen & SH-U63. No substitution allowed.		
14	1	Pack	Butterfly Hanger every four feet 1/2 inch coaxial cable (10 per pack)	Eupen BH-12. No substitution allowed.		
15	1	Pack	Butterfly Hanger every four feet 7/8 inch coaxial cable (10 per pack)	Eupen BH-78. No substitution allowed.		
16	1	Pack	Butterfly Hanger every four feet 1 1/4 inch coaxial cable (10 per pack)	Eupen BH-114. No substitution allowed.		
17	1	Pack	Butterfly Hanger every four feet 1 5/8 inch coaxial cable (10 per pack)	Eupen BH-158. No substitution allowed.		

18	1	Pack	Butterfly Hanger every four feet EU63 waveguide (10 per pack)	Eupen BH-63. No substitution allowed.		
19	1	Pack	Butterfly Hanger every four feet EU90 waveguide (10 per pack)	EupenBH-90. No substitution allowed.		
20	1	Pack	6-hole waveguide ladder, cost is per 20 ft. (20' sections)	Perfect Vision & PV-WGL20-6. No substitution allowed.		
21	1	Pack	9-hole waveguide ladder, cost is per 20 ft. (20' sections)	Perfect Vision & PV-WGL20-9. No substitution allowed.		
22	1	Pack	12-hole waveguide ladder, cost is per 20 ft. (20' sections)	Perfect Vision & PV-WGL20-12. No substitution allowed.		
23	1	Foot	Cost per foot to provide 1/2 inch Eupen coaxial cable, EC4-50.	Eupen & EC4-50. No substitution allowed.		
24	1	Foot	Cost per foot to provide 7/8 inch Eupen coaxial cable, EC5-50-A.	Eupen & EC5-50-A. No substitution allowed.		
25	1	Foot	Cost per foot to provide 1-1/4 inch Eupen coaxial cable, EC6-50-A.	Eupen & EC6-50-A. No substitution allowed.		
26	1	Foot	Cost per foot to provide 1-5/8 inch Eupen coaxial cable, EC7-50-A.	Eupen & EC7-50-A. No substitution allowed.		
27	1	Foot	Cost per foot to provide Eupen EU90 waveguide	Eupen & EU90. No substitution allowed.		
28	1	Foot	Cost per foot to provide Eupen EU63 waveguide	Eupen & EU63. No substitution allowed.		
29	1	Each	Hoisting Grip for Eupen 1/2 inch coaxial Cable	Eupen & HG-12. No substitution allowed.		
30	1	Each	Hoisting Grip for Eupen 7/8 inch coaxial Cable	Eupen & HG-78. No substitution allowed.		
31	1	Each	Hoisting Grip for Eupen 1-1/4 inch coaxial Cable	Eupen & HG-114. No substitution allowed.		
32	1	Each	Hoisting Grip for Eupen 1-5/8 inch coaxial Cable	Eupen & HG-158. No substitution allowed.		
33	1	Each	Hoisting Grip for Eupen EU90 Waveguide	Eupen & HG-85. No substitution allowed.		
34	1	Each	Hoisting Grip for Eupen EU63 Waveguide	Eupen & HG-64. No substitution allowed.		
35	1	Each	Coaxial cable connector to furnish 1/2 Inch N Male for use with Eupen cables	Eupen & NM50V12. No substitution allowed.		

36	1	Each	Coaxial cable connector to furnish 1/2 Inch N Female for use with Eupen cables	Eupen & NF50V12. No substitution allowed.		
37	1	Each	Coaxial cable connector to furnish 1/2 Inch DIN Male for use with Eupen cables	Eupen & 7/16M50V12N1. No substitution allowed.		
38	1	Each	Coaxial cable connector to furnish 7/8 Inch N Male for use with Eupen cables	Eupen & NM5050V78N1. No substitution allowed.		
39	1	Each	Coaxial cable connector to furnish 7/8 Inch DIN Male for use with Eupen cables	Eupen & 7/16M50V78N1. No substitution allowed.		
40	1	Each	Coaxial cable connector to furnish 7/8 Inch N Female for use with Eupen cables	Eupen & NF50V78N1. No substitution allowed.		
41	1	Each	Coaxial cable connector to furnish 1-1/4 Inch N Male for use with Eupen cables	Eupen & NM50V114M. No substitution allowed.		
42	1	Each	Coaxial cable connector to furnish 1-1/4 Inch N Female for use with Eupen cables	Eupen & NF50V114N1. No substitution allowed.		
43	1	Each	Coaxial cable connector to furnish 1-5/8 Inch N Male for use with Eupen cables	Eupen & NM50V158N1. No substitution allowed.		
44	1	Each	Coaxial cable connector to furnish 1-5/8 Inch DIN Male for use with Eupen cables	Eupen & 7/16M50V158N1. No substitution allowed.		
45	1	Each	Coaxial cable connector to furnish 1-5/8 Inch N Female for use with Eupen cables	Eupen & NF50V158N1. No substitution allowed.		
46	1	Each	Eupen EU90 CPR90G waveguide connector	Eupen & EU90CPR90G. No substitution allowed.		
47	1	Each	EU90 CPR90G terminator	EU90 CPR90G terminator or equivalent.		
48	1	Each	24 inch Flex Section EU90 with CPR90G flange on each end	Eupen & TF2490GG. No substitution allowed.		
49	1	Each	Pressure window for CPR90G flange	Eupen & PW90FF90. No substitution allowed.		
50	1	Each	Eupen EU63 CPR137G connector	Eupen & EU63CPR137G. No substitution allowed.		
51	1	Each	EU63 CPR137G terminator	EU63 CPR137G terminator or equivalent.		
52	1	Each	24 inch Flex Section EU63 with CPR137G flange on each end	Eupen & TF2463GG. No substitution allowed.		
53	1	Each	Pressure window for CPR137G flange	Eupen & PW63FF137. No substitution allowed.		

54	1	Each	1/2 inch ground kit (ea)	Eupen & GK-C12. No substitution allowed.		
55	1	Each	7/8 inch ground kit (ea)	Eupen & GK-C78. No substitution allowed.		
56	1	Each	1-1/4 inch ground kit (ea)	Eupen & GK-C114. No substitution allowed.		
57	1	Each	1-5/8 inch ground kit (ea)	Eupen & GK-C158. No substitution allowed.		
58	1	Each	EU90 ground kit (ea)	Eupen & GK-S85. No substitution allowed.		
59	1	Each	EU63 ground kit (ea)	Eupen & GK-S63. No substitution allowed.		
60	1	Each	4" boot assembly kit w/1 hole for 1/2" standard and hi-flex cable	Eupen & BA-12-1A. No substitution allowed.		
61	1	Each	4" boot assembly kit w/1 hole for 7/8" cable	Eupen & BA-78-1A. No substitution allowed.		
62	1	Each	4" boot assembly kit w/1 hole for 1-1/4" cable	Eupen & BA-114-1A. No substitution allowed.		
63	1	Each	4" boot assembly kit w/1 hole for 1-5/8" cable	Eupen & BA-158-1A. No substitution allowed.		
64	1	Each	4" boot assembly kit w/1 hole for EU90	Eupen & BA-90-1A. No substitution allowed.		
65	1	Each	4" boot assembly kit w/1 hole for EU63	Eupen & BA-63-1A. No substitution allowed.		
66	1	Each	8 port entry panel	Eupen & EP-576. No substitution allowed.		
67	1	Each	Harger EPK12 ground kit	Harger EPK12 ground kit. No substitutions allowed.		
68	1	Each	Jumper, premium, EC4-50, 6', with NM to NM connectors	Eupen & E4S0183NMNM. No substitution allowed.		
69	1	Each	Jumper, premium, EC4-50, 10', with NM to NM connectors	Eupen & E4S0305NMNM. No substitution allowed.		
70	1	Each	Jumper, premium, EC4-50, 6', with DM to NM connectors	Eupen & E4S0183DMNM. No substitution allowed.		
71	1	Each	Jumper, premium, EC4-50, 10', with DM to NM connectors	Eupen & E4S0305DMNM. No substitution allowed.		

Microwave Dishes -- All microwave dishes are to include rigid radomes, 4.5" mount pipe, and high wind kits.						
72	30	Each	CommScope LX6-6W-6GR (Dual Polarization)	CommScope. No substitutions allowed.		
73	30	Each	CommScope HX6-6W-6GR (Dual Polarization)	CommScope. No substitutions allowed.		
74	30	Each	CommScope HX8-6W-6GR (Dual Polarization)	CommScope. No substitutions allowed.		
75	30	Each	CommScope HX10-6W-6GR (Dual Polarization)	CommScope. No substitutions allowed.		
76	1	Each	HIGHWIND-6-KIT	Highwind. No substitutions allowed.		
77	1	Each	HIGHWIND-8-KIT	Highwind. No substitutions allowed.		
78	1	Each	HIGHWIND-KIT	Highwind. No substitutions allowed.		
79	1	Each	20' 2 3/8" Schedule 40 pipe for Tie Back/Cross Face kit			
80	1	Each	40' 3 1/2" Schedule 40 pipe for Tie Back/Cross Face kit			
81	1	Each	6 ft Microwave antenna mount	PerfectVision&PV-PM-SU412-B & PIPE-412X72. No substitutions allowed.		
82	1	Each	8 ft or 10 ft Microwave antenna mount	Perfect Vision & PV-PM-SU412-B & PIPE-412X96. No substitutions allowed.		
83	1	Each	6 ft Microwave Ice Shield	CommScope & MD-S6. No substitution allowed.		
84	1	Each	8 ft Microwave Ice Shield	CommScope & MD-S8. No substitution allowed.		
85	1	Each	10 ft Microwave Ice Shield	CommScope & MD-S10. No substitution allowed.		
Dehydrator and associated installation hardware.						
86	10	Each	Dehydrator, 110 l/h 48VDC with TCP/IP Ethernet -- SNMP, with 3/8" unions Must include 25-ft of 3/8" polyethylene tubing, shutoff valve and 1/8" NPT to 3/8" polyethylene connector.	Eupen & 0281401-VACKIT. No substitution allowed.		

87	1	Each	Adapter, Etsiline Compact, Input: 60-264 VAC-50/60Hz, Output: 48VDC	Etsiline. No substitutions allowed.		
88	1	Each	Bracket, floor and wall mount for Etsiline Compact	Eupen & 0281565. No substitution allowed.		
Ice bridge and associated hardware -- All ice bridges are to be grip strut and installed with triple tee trapeze kits for their entire length. Minimum support pole embedment shall be 36" below final finished grade.						
89	100	Each	7"x10' ice bridge with all hardware	MIROC & CB7DTB. No substitution allowed.		
90	100	Each	12"x10' ice bridge with all hardware	MIROC & CB12DTB. No substitution allowed.		
91	100	Each	24"x10' ice bridge with all hardware	MIROC & CB24DTB. No substitution allowed.		
Total Material Cost						

LABOR

Item #	Qty	Unit	Description	Cost	Extended cost
92	30	Lot	Tower Top Amp Installation		
93	0	Lot	Install DB-224 or equivalent antenna on 6 ft side arm.		
94	30	Lot	Install RFI CC807-11-T1 Antenna on 6 ft side arm.		
95	3	Lot	Install RFI CC807-11-T2 Antenna on 6 ft side arm.		
96	3	Lot	Install RFI CC807-11-T3 Antenna on 6 ft side arm.		
97	3	Lot	Install RFI CC807-11-T5 Antenna on 6 ft side arm.		
98	3	Lot	Install RFI CC807-08-T1 Antenna on 6 ft side arm.		
99	3	Lot	Install RFI CC807-08-T3 Antenna on 6 ft side arm.		
100	1	Lot	Install 6 ft side arm		
101	1	Lot	Install Butterfly Hanger every four feet on 1/2 inch coaxial cable (10 per pack)		
102	1	Lot	Install Butterfly Hanger every four feet on 7/8 inch coaxial cable (10 per pack)		
103	1	Lot	Install Butterfly Hanger every four feet on 1 1/4 inch coaxial cable (10 per pack)		

104	1	Lot	Install Butterfly Hanger every four feet on 1 5/8 inch coaxial cable (10 per pack)		
105	1	Lot	Install Butterfly Hanger every four feet on EU63 waveguide (10 per pack)		
106	1	Lot	Install Butterfly Hanger every four feet on EU90 waveguide (10 per pack)		
107	1	Per foot	Install 1/2 inch coaxial on existing cable ladder (per foot)		
108	1	Per foot	Install 7/8 inch coaxial on existing cable ladder (per foot)		
109	1	Per foot	Install 1-1/4 inch coaxial on existing cable ladder (per foot)		
110	1	Per foot	Install 1-5/8 inch coaxial on existing cable ladder (per foot)		
111	1	Per foot	Install EU90 waveguide on existing cable ladder (per foot)		
112	1	Per foot	Install EU63 waveguide on existing cable ladder (per foot)		
113	1	Lot	Install hoisting grip on 1/2 in Eupen coaxial cable		
114	1	Lot	Install hoisting grip on 7/8 in Eupen coaxial cable		
115	1	Lot	Install hoisting grip on 1-1/4 in Eupen coaxial cable		
116	1	Lot	Install hoisting grip on 1-5/8 in Eupen coaxial cable		
117	1	Lot	Install hoisting grip on EU90 waveguide.		
118	1	Lot	Install hoisting grip on EU63 waveguide.		
119	1	Lot	Install 6-hole waveguide ladder (per foot cost)		
120	1	Lot	Install 9-hole waveguide ladder (per foot cost)		
121	1	Lot	Install 12-hole waveguide ladder (per foot cost)		
122	1	Lot	Cost per connector to install 1/2 Inch N Male		
123	1	Lot	Cost per connector to install 1/2 Inch N Female		
124	1	Lot	Cost per connector to install 1/2 Inch DIN Male		
125	1	Lot	Cost per connector to install 7/8 Inch N Male		
126	1	Lot	Cost per connector to install 7/8 Inch DIN Male		
127	1	Lot	Cost per connector to install 7/8 Inch N Female		

128	1	Lot	Cost per connector to install 1-1/4 Inch N Male		
129	1	Lot	Cost per connector to install 1-1/4 Inch N Female		
130	1	Lot	Cost per connector to install 1-5/8 Inch N Male		
131	1	Lot	Cost per connector to install 1-5/8 Inch DIN Male		
132	1	Lot	Cost per connector to install 1-5/8 Inch N Female		
133	1	Lot	Cost per waveguide connector to install EU90 CPR90G connector		
134	1	Lot	Install EU90 CPR90G terminator		
135	1	Lot	Install 24 inch Flex Section EU90 with CPR90G flange on each end		
136	1	Lot	Install pressure window for CPR90G flange		
137	1	Lot	Cost per waveguide connector to install EU63 CPR137G connector		
138	1	Lot	Install EU63 CPR137G terminator		
139	1	Lot	Cost per 24 inch Flex Section EU63 with CPR137G flange on each end		
140	1	Lot	Install pressure window for CPR137G flange to install		
141	1	Lot	Install 1/2 inch ground kit (ea)		
142	1	Lot	Install 7/8 inch ground kit (ea)		
143	1	Lot	Install 1-1/4 inch ground kit (ea)		
144	1	Lot	Install 1-5/8 inch ground kit (ea)		
145	1	Lot	Install EU90 ground kit (ea)		
146	1	Lot	Install EU63 ground kit (ea)		
147	1	Lot	Install 4" boot assembly kit w/1 hole for 1/2" standard and hi-flex cable		
148	1	Lot	Install 4" boot assembly kit w/1 hole for 7/8" cable		
149	1	Lot	Install 4" boot assembly kit w/1 hole for 1-1/4" cable		
150	1	Lot	Install 4" boot assembly kit w/1 hole for 1-5/8" cable		
151	1	Lot	Install 4" boot assembly kit w/1 hole for EU90		
152	1	Lot	Install 4" boot assembly kit w/1 hole for EU63		
153	1	Lot	Install 8 port entry panel		
154	1	Lot	Install Harger EPK12 ground kit		
155	1	Lot	Install Jumper, premium, EC4-50, 6', with NM to NM connectors		

156	1	Lot	Install Jumper, premium, EC4-50, 10', with NM to NM connectors		
157	1	Lot	Install Jumper, premium, EC4-50, 6', with DM to NM connectors		
158	1	Lot	Install Jumper, premium, EC4-50, 10', with DM to NM connectors		
159	1	Hr	Cost per hour for a two (2) man crew to perform extra work at site.		
160	1	Hr	Cost per hour for a four (4) man crew to perform extra work at site.		
161	1	Hr	Remove unused lines & antennas from 0 - 250' on a tower		
162	1	Lot	Remove unused lines & antennas from 251 - 500' on a tower		
			Microwave Dishes -- All microwave dishes are to include rigid radomes, 4.5" mount pipe, and high wind kits.		
163	30	Lot	Install and align CommScope LX6-6W-6GR (Dual Polarization)		
164	30	Lot	Install and align CommScope HX6-6W-6GR (Dual Polarization)		
165	30	Lot	Install and align CommScope HX8-6W-6GR (Dual Polarization)		
166	30	Lot	Install and align CommScope HX10-6W-6GR (Dual Polarization)		
167	1	Lot	Install HIGHWIND-6-KIT		
168	1	Lot	Install HIGHWIND-8-KIT		
169	1	Lot	Install HIGHWIND-KIT		
170	1	Each	Install 20' 2 3/8" Schedule 40 pipe for Tie Back/Cross Face kit		
171	1	Each	Install 40' 3 1/2" Schedule 40 pipe for Tie Back/Cross Face kit		
172	1	Lot	Install 6 ft Microwave antenna mount		
173	1	Lot	Install 8 ft or 10 ft Microwave antenna mount		
174	1	Lot	Install 6 ft Microwave Ice Shield		
175	1	Lot	Install 8 ft Microwave Ice Shield		
176	1	Lot	Install 10 ft Microwave Ice Shield		
			Dehydrator and associated installation hardware.		
177	10	Lot	Install Dehydrator, 110 l/h 48VDC with TCP/IP Ethernet -- SNMP, with 3/8" unions Must include 25-ft of 3/8" polyethylene tubing, shutoff valve and 1/8" NPT to 3/8" polyethylene connector.		
178	1	Lot	Install Adapter, Etsiline Commcompact, Input: 60-264 VAC-50/60Hz, Output: 48VDC		
179	1	Lot	Install Bracket, floor and wall mount for Etsiline Commcompact		

Ice bridge and associated hardware -- All ice bridges are to be grip strut and installed with triple tee trapeze kits for their entire length. Minimum support pole embedment shall be 36" below final finished grade.					
180	80	Lot	Install 7"x10' ice bridge with all hardware		
181	80	Lot	Install 12"x10' ice bridge with all hardware		
182	80	Lot	Install 24"x10' ice bridge with all hardware		
Mobilization Cost: are all-inclusive fixed sums covering all travel, fuel, lodging, per diem, and specialized gear. Fees are only payable upon successful commencement of on-site work with the required crew size and equipment.					
183	100	Lot	Mobilization - Weekly deployment 2-man crew (MOB-W2) - covers one (1) continuous week of field operations (e.g., Monday–Friday), including the initial trip out and final return to home base.		
184	100	Lot	Mobilization - Weekly deployment 4-man crew (MOB-W4) - covers one (1) continuous week of field operations (e.g., Monday–Friday), including the initial trip out and final return to home base.		
185	100	Lot	Mobilization - Single day 2-man crew (MOB-D2) - covers site visits completed within one calendar day. Cannot be billed in conjunction with a Weekly Deployment fee.		
186	100		Mobilization - Single day 4-man crew (MOB-D4) - covers site visits completed within one calendar day. Cannot be billed in conjunction with a Weekly Deployment fee.		
187	100		Mobilization: Inter-Site Transfer 2-man crew (TRN-02) - flat rate for moving personnel and equipment between different tower sites during a single weekly deployment period. This is the only authorized charge for relocation from Site A to Site B.		
188	100		Mobilization: Inter-Site Transfer 4-man crew (TRN-04) - flat rate for moving personnel and equipment between different tower sites during a single weekly deployment period. This is the only authorized charge for relocation from Site A to Site B.		
189	200		Emergency Work - covers work that takes a tower crew off a project and reallocates them to a site for an emergency fix. This does NOT generate a new mobilization fee rather a Inter-Site Transfer fee.		
Total Labor Cost					

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? **Yes** **No**

If **yes**, provide Vendor #: _____

If **no**, does Vendor qualify for certification as HUB? **Yes** **No**

Vendors that check “yes” will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? **Yes** **No**

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For Services procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? Yes No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, 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.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES NO

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor 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.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Vendor Name: _____

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: _____ (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 in 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 this 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 30 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. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.



Signature

Date

Printed Name

Title

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

ATTACHMENT H: Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date