

<u>STATE OF NORTH CAROLINA</u> <u>Department of Public Safety</u> <u>Division of State Highway Patrol</u>	INVITATION FOR BIDS NO. 030112-ALC Bids will be publicly opened: February 29, 2012 Questions Due by February 24, 2012
Refer ALL Inquiries to: Harold Meacombs or Wayne Eberhard, Telephone No. 919-662-4440	Commodity: Contract to Install Tower Antennas, Coaxial Cable and Waveguide on VIPER towers at various locations in North Carolina.
E-Mail: hhmeacombs@ncshp.org or weeberhard@ncshp.org	Using Agency Name: State Highway Patrol
(See page 2 for mailing instructions.)	

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at **3318 Garner Road, Building 2, RM 204, Raleigh, NC 27610 until 2:00 PM** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

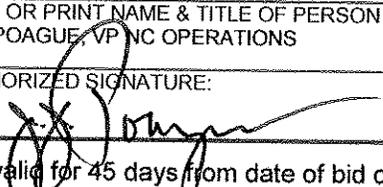
Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned 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, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

Failure to execute/sign bid prior to submittal shall render bid invalid.

Late bids are not acceptable.

BIDDER: MIDLAND COMMUNICATIONS, INC		FEDERAL ID OR SOCIAL SECURITY NO. 58 2559993	
STREET ADDRESS: 721 SCHOOL HOUSE RD		P.O. BOX:	ZIP:
CITY & STATE & ZIP: CALHOUN, GA 30701		TELEPHONE NUMBER: 706-624-9273	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: JOE POAGUE, VP NC OPERATIONS		FAX NUMBER: 706-624-1846	
AUTHORIZED SIGNATURE: 	DATE: 02-28-12	E-MAIL: jpoague@midlandcommunications.net	

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of Department of Public Safety shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR Department of Public Safety USE ONLY Offer accepted and contract awarded this <u>10</u> day of <u>April</u> , 20 <u>12</u> , as indicated on attached certification. by  (Authorized representative of Department of Public Safety).

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies should be printed **double sided**.
- All submittals and copies should be printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non-reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

MAILING INSTRUCTIONS: Send two fully executed bid documents. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
<u>DO NOT SEND NEXT DAY TO THIS ADDRESS</u>	<u>SEND SUCH AS FEDX, UPS, ETC. FOR NEXT DAY</u>
BID NO. 030112-ALC NC State Highway Patrol – VIPER Attn: Harold Meacombs and Wayne Eberhard 4702 Mail Service Center Raleigh, NC 27699-4702	BID NO. 030112-ALC NC State Highway Patrol - VIPER Attn: Harold Meacombs and Wayne Eberhard 3318 Garner Road, Building 2 Raleigh, NC 27610

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet site: <http://www.nc.gov> select 'Quick Links' and then 'NC e-procurement'.

NC Highway Patrol Tower Antenna and Line Installation Projects
 Various Locations, North Carolina

Term Duration and Scope of Work - NC State Highway Patrol would like to obtain a contractor to install all Antennas, Lines and Waveguide at VIPER trunked radio sites at various locations in North Carolina. All work shall comply with applicable North Carolina Building Codes and ANSI/TIA/EIA Standards. All work shall be coordinated with NC State Highway Patrol. The tower and all appurtenances shall be installed and affixed with the highest quality of workmanship. The selected Contractor will advise NC State Highway Patrol's Contracting Officer one week in advance of the date the work will start. The contractor will provide to the Contracting Officer weekly project progress reports and immediately report any abnormal conditions encountered during construction.

This contract to be One (1) year Contract with the option to Renew for One (1) additional year.

There are no guaranteed quantity of sites to be completed under the contract.

COMPLETION DEADLINE: Work should be **completed within 40 days after issuance of a project's purchase order not counting bad weather days**

If the above time is not possible state completion time in days from contract issue. _____ Days

Understand all requirements in the Scope of Work Yes X No _____

CONTRACTING OFFICER

This project will be under contract with the North Carolina Department of Public Safety, Division of State Highway Patrol and will be under the direction of the Contracting Officer with the N C State Highway Patrol. The Contracting Officer will be either Joe Allison or Dick Wooten:

Dick Wooten (Western N.C.)
North Carolina State Highway Patrol
Phone 919-662-4440
Cell 919-610-5049

Joe Allison (Eastern N.C.)
North Carolina State Highway Patrol
Phone 919-662-4440
Cell 919-610-5051

The dividing line between east and west is approximately a line running along US-15 through North Carolina.

Understand the Contact information as listed above Yes X No

CONTRACTOR REQUIREMENTS

The Contractor must be licensed to Perform Contracting Work in North Carolina.

NC Contractor License Number 53501

List all General Contractors License Classifications Building, PU (Communications)

The Contractor must comply with the North Carolina Department of Labor's Tower Climbing rules that were adopted in February 2005 and any following revisions.

Two complete copies of your bid response must be submitted with your package. Failure to submit the above listed items will forfeit your bid.

Understand Contractor Requirements Process Yes X No

BIDDING INSTRUCTIONS

Contractors bidding on this project must fully acquaint themselves with the following specifications, any attachments to this Invitation for Bid and conditions.

Contractor will enter the price for each item with the quantity shown on the spread sheet. The quantities on the spread sheet are what might be required for a typical installation. No site would require all the items in the contract. The one with the overall lowest price with the quantities shown on the spread sheet will be awarded the contract.

Contractor will pick up all materials at the Highway Patrol Warehouse, 1400 Transport Drive, Raleigh, NC 27603. These materials include those provided by the Highway Patrol only.

There are two line items in the labor section of the spread sheet for the hourly cost of a 2-man or 4-man crew. This is for the additional cost in the event this is not a typical installation (ex. cost to remove old antenna, etc.). This would not be required in a typical installation.

Bids must be submitted on this form and must reach the State Highway Patrol VIPER Office at 3318 Garner Road by **2 PM** on the date specified on Page one, above. All parts of this form must be completed for consideration. **Send two copies of this bid document.**

Understand Bidding Instructions Yes X No

PERMITS

Permits are not required for the work in this contract.

Understand the Permit Process

Yes X

No _____

CONSTRUCTION & MATERIALS

All materials used for the installations must be galvanized or stainless steel. No materials that would rust can be used for the installations.

The contractor will provide all materials for the installation except the following items:

1. 800 MHz antennas
2. Microwave Antennas and stiff arms
3. Microwave Waveguide
4. Waveguide Connector

-Waveguides must be connected to Microwave antennas with out the use of flex sections.

-Waveguides will be installed into the building by the contractor but the contractor will not be required to install the waveguide connector on the waveguide in the building. The excess wave guide in the building must be taped up to make it trash and moisture resistant.

-The Waveguide connector that connects to the antenna will be preinstalled on the waveguide.

-All coaxial cables will be installed into the building approx 12 to 15 inches, connector installed and line swept. A soft copy of the sweep results to be provided to the contract administrator.

-Waveguides are not to be cut, the remain waveguide will be coiled inside the building.

-This installation includes installing lines to the tower and cable bridge between the tower and building

-A scope of the work for each job will be sent to the contractor then the contractor will complete the worksheet for the job and return to the Highway Patrol so that a Purchase Order can be issued. The scope of work would include the number of antennas to be installed, antenna heights and distance from tower to building or any other information needed to prepare the quote.

- All 1/2 inch jumper cables must be constructed using ComScope solid core cable.

-This is a complete installation from inside the building to the antennas.

Understand Construction and Materials

Yes X

No _____

Towers Covered under this Contract

This contract is for installations on existing towers. It does not include towers that are under construction. After March 31 all Antenna and Line Installations will be included in new tower bids. This contract will only cover new towers if the Antenna and Line installation is not included in new tower bids after March 31, 2012.

Understand Towers Covered under this contact

Yes X

No _____

TOTAL COST BREAKDOWN:

1. Total cost of materials only.	\$ <u>17,968.47</u>
2. Total cost of labor.	\$ <u>17,532.00</u>
3. Total cost. (Sum of Item-1 and Item-2, above)	\$ <u>35,500.47</u>

LIST OF ATTACHMENTS

1. Excel Spread Sheet.

INSURANCE REQUIREMENTS:

Commercial General Liability

The Vendor shall obtain, at his/her sole expense, all-insurance as required by the terms and conditions of this document. The following shall apply:

- a. Combined single limits of no less than \$1,000,000 each occurrence.
- b. Please provide proof of this coverage with your bid response.
- c. Contractor will immediately notify the contracting officer of any change of insurance status.

⇒ **Written Notice to Proceed** - NC Highway Patrol will issue a written notice to the successful vendor. **DO NOT** order materials or otherwise commence work until Notice to Proceed is received.

⇒ **E-procurement registration** - If the successful vendor is not a registered vendor on the North Carolina E-procurement system the vendor will have 2 days to register or the bid will be rejected. Any unregistered vendor can register on line at www.nc.gov or call the help line at 888-211-7440. **Please read section 19 in the Terms and Conditions that follow.**

Tower Site Antenna and Line Installation Quote			
Site Name: Sandy Ridge To Saurtown & 800 Only		Req No	PR-
	Total Material		\$17,968.47
	Total Labor		\$17,532.00
	Total		\$35,500.47

Item	Description	Qty	Cost (ea)	Total
1	Cost to Install Tower Top Amp	1	\$240.00	\$240.00
2	Cost to Install Sinclair SC488, DB-224 or equivilant antenna on 6 ft side arm.	1	\$300.00	\$300.00
3	Cost to install 6 ft side arm	1	\$240.00	\$240.00
4	Cost to install 6 ft Microwave antenna mount	1	\$120.00	\$120.00
5	Cost to install 8 ft Microwave antenna mount	1	\$120.00	\$120.00
6	Cost to install and align 6 ft Microwave Dish	1	\$780.00	\$780.00
7	Cost to install and align 8 ft Microwave Dish	1	\$900.00	\$900.00
8	Cost per foot to install 1/2 inch coxial on existing cable ladder(per foot)	300	\$3.00	\$900.00
9	Cost per foot to install 7/8 inch coxial on existing cable ladder(per foot)	300	\$3.36	\$1,008.00
10	Cost per foot to install 1 1/4 inch coxial on existing cable ladder(per foot)	300	\$4.20	\$1,260.00
11	Cost per foot to install 1 5/8 inch coxial on existing cable ladder(per foot)	300	\$4.20	\$1,260.00
12	Cost per foot to install EW63 waveguide on existing cable ladder(per foot)	200	\$6.72	\$1,344.00
13	Cost to install hoisting grip on 1/2 in CommScope coxial cable	Incl in item 8	\$30.00	\$0.00
14	Cost to install hoisting grip on 7/8 in CommScope coxial cable	Incl in item 9	\$30.00	\$0.00
15	Cost to install hoisting grip on 1 1/4 in CommScope coxial cable	Incl in item 10	\$30.00	\$0.00
16	Cost to install hoisting grip on 1 5/8 in CommScope coxial cable	Incl in item 11	\$30.00	\$0.00
17	Cost to install hoisting grip on EW-63 waveguide.	Incl in item 12	\$30.00	\$0.00
18	Cost to Install 6-hole waveguide ladder(per foot cost)	300	\$7.20	\$2,160.00
19	Cost to Install 9-hole waveguide ladder(per foot cost)	300	\$8.40	\$2,520.00
20	Cost to Install 12-hole waveguide ladder(per foot cost)	300	\$9.60	\$2,880.00
21	Cost per connector to install 1/2 Inch N Male	Incl in item 8	\$30.00	\$0.00
22	Cost per connector to install 1/2 Inch N Female	Incl in item 8	\$30.00	\$0.00
23	Cost per connector to install 7/8 Inch N Male	Incl in item 9	\$30.00	\$0.00
24	Cost per connector to install 7/8 Inch N Female	Incl in item 9	\$30.00	\$0.00
25	Cost per connector to install 1 1/4 Inch N Male	Incl in item 10	\$30.00	\$0.00
26	Cost per connector to install 1 1/4 Inch N Female	Incl in item 10	\$30.00	\$0.00
27	Cost per connector to install 1 5/8 Inch N Male	Incl in item 11	\$30.00	\$0.00
28	Cost per connector to install 1 5/8 Inch N Female	Incl in item 11	\$30.00	\$0.00
29	Cost to install 1/2 inch ground kit (ea)	Incl in item 8	\$30.00	\$0.00
30	Cost to install 7/8 inch ground kit (ea)	Incl in item 9	\$30.00	\$0.00
31	Cost to install 1 1/4 inch ground kit (ea)	Incl in item 10	\$30.00	\$0.00
32	Cost to install 1 5/8 inch ground kit (ea)	Incl in item 11	\$30.00	\$0.00
33	Cost to install EW-63 ground kit (ea)	Incl in item 12	\$30.00	\$0.00
34	Cost to install 4 inch coxial boot for 1/2 inch cable	Incl in item 8	\$12.00	\$0.00
35	Cost to install 4 inch coxial boot for 7/8 inch cable	Incl in item 9	\$12.00	\$0.00
36	Cost to install 4 inch coxial boot for 1 1/4 inch cable	Incl in item 10	\$12.00	\$0.00
37	Cost to install 4 inch coxial boot for 1 5/8 inch cable	Incl in item 11	\$12.00	\$0.00
	Cost to install 4 inch EW-63 waveguide boot	Incl in item 12	\$12.00	\$0.00
38	Cost to install 8 port entry panel	1	\$240.00	\$240.00
39	Cost to install Harger EPK12 ground kit	1	\$360.00	\$360.00
40	Cost per coxial line to provide sweep test report (with 50 ohm load)	3	\$120.00	\$360.00
41	Cost to install 1/2 inch six foot jumper with N/male connectors.	Incl in items 8, 9, 10 & 11	\$60.00	\$0.00
42	Cost to install 1/2 inch ten foot jumper with N/male connectors	Incl in items 8, 9, 10 & 11	\$60.00	\$0.00
43	Cost to install 1/2 inch six foot jumper with N/male and DIN connectors	Incl in items 8, 9, 10 & 11	\$60.00	\$0.00
44	Cost to install 1/2 inch ten foot jumper with N/male and DIN connectors	Incl in items 8, 9, 10 & 11	\$60.00	\$0.00
45	Cost per hour for a two (2) man crew to preform extra work at site.	1	\$180.00	\$180.00
46	Cost per hour for a four (4) man crew to preform extra work at site.	1	\$360.00	\$360.00
	Total Labor Cost			\$17,532.00

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Highway Patrol may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Highway Patrol reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to State of North Carolina.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Highway Patrol reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Highway Patrol reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Highway Patrol determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.

15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.
However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
- COVERAGE** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
18. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
19. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

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

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within

thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

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

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

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information or properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days notice for cancellation shall begin on the day the return receipt is signed and dated.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to Highway Patrol, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with _____ reserving the right to accept or reject the increase, or cancel the contract. Such action by _____ shall occur not later than 15 days after the receipt by _____ of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.