

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PURCHASING & SERVICES
IMPORTANT BID AMENDMENT

BID Number: 061511-TEP
Amendment Number: 2012-2
PURCHASER: Wayne E. Eberhard

COMMODITY: Tower Construction
USING AGENCY: NCDPS/SHP
DATE/TIME: 02/21/2012 : 0800 hr

INSTRUCTIONS:

As outlined in bid 061511-TEP, any changes made to this contract must be agreed to in writing. New items are needed for this contract. All other specifications remain the same. All NC Terms and Conditions of the original bid will apply to this amendment.

Please add these items to the contract under 'Other Items' and provide cost for the following new item:

- a. Provide environmental monitoring at USFS sites to ensure adherence of their requirements during the construction phase:

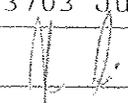
\$ 12,600

Please sign below to indicate your acceptance of this amendment. Please fax this back to Wayne Eberhard at (919) 662-4444 no later than 2:00 PM February 22, 2012. This will be effective upon receipt of the amendment.

Execute Amendment:

BIDDER: Tower Engineering Professionals, Inc.

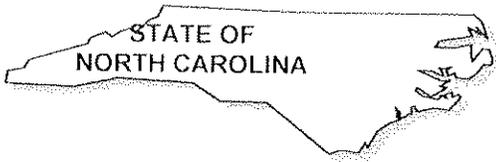
ADDRESS (CITY & STATE): 3703 Junction Blvd; Raleigh, NC

AUTHORIZED SIGNATURE:  DATE: 02-21-2012

NAME and TITLE (Typed): John Goins, Project Manager

DELIVERED BY US POSTAL SERVICE
BID NO. _____
NC State Highway Patrol
3318 Garner Rd.
Attn:
RALEIGH, NC 27610





DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PURCHASING & SERVICES
IMPORTANT BID AMENDMENT

BID Number: 061511-TEP
Amendment Number: 2012-3
PURCHASER: Wayne E. Eberhard

COMMODITY: Tower Construction
USING AGENCY: NCDPS/SHP
DATE/TIME: 02/28/2012 : 1400 hr

INSTRUCTIONS:

As outlined in bid 061511-TEP, any changes made to this contract must be agreed to in writing. New items are needed for this contract. All other specifications remain the same. All NC Terms and Conditions of the original bid will apply to this amendment.

Please include the following items in the TEP contract:

- 1. DHS -- EA/ESA: This environmental documentation is required by FEMA in order to meet their federal guidance prior to expending their funds to construct a tower site.

Provide DHS-EA/ESA documentation \$ 5,250

- 2. Public Notice of tower site: Provide and submit a local, public notice prior to the construction of a site. This value will differ from site to site so a range will be used for the purpose of this contract with a specific price provided once the local, public notice is ready for submission. This Public Notice is a requirement by FEMA when using their funds to build a tower site.

Post Project Public Notice \$ 100-1,000

Please sign below to indicate your acceptance of this amendment. Please fax this back to Wayne Eberhard at (919) 662-4444 no later than 2:00 PM March 1, 2012. This will be effective upon receipt of the amendment.

Execute Amendment:

BIDDER: Tower Engineering Professionals, Inc.

ADDRESS (CITY & STATE): 3703 Junction Blvd.; Raleigh, NC 27603

AUTHORIZED SIGNATURE: [Signature] DATE: 02-29-2012

NAME and TITLE (Typed): John Goins, Project Manager

DELIVERED BY US POSTAL SERVICE
BID NO.
NC State Highway Patrol
3318 Garner Rd.
Attn:
RALEIGH, NC 27610





**DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PURCHASING & SERVICES
IMPORTANT BID AMENDMENT**

BID Number: 061511-TEP
Amendment Number: 2012-1
PURCHASER: Wayne E. Eberhard

COMMODITY: Tower Construction
USING AGENCY: CCPS/SHP
DATE/TIME: 01/31/2012 : 0800 hr

INSTRUCTIONS:

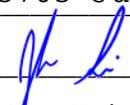
As outlined in bid 061511-TEP, any changes made to this contract must be agreed to in writing. New items are needed for this contract. All other specifications remain the same. All NC Terms and Conditions of the original bid will apply to this amendment.

Please add these items to the contract under 'Other Items' and provide cost for the following new items:

- a. Provide Legal Description written to the State Property Office's requirements (to include calls for land for the leased area to be provided in final ZDs) \$ 1,000.00
- b. Provide ownership right of access to site \$ 300.00
- c. Provide Site Candidate Information Package (SCIP) package: \$ 3,000

Please sign below to indicate your acceptance of this amendment. Please fax this back to Wayne Eberhard at (919) 662-4440 no later than 1:00 PM February 3. This will be effective upon receipt of the amendment.

Execute Amendment:

BIDDER: Tower Engineering Professionals, Inc.
 ADDRESS (CITY & STATE): 3703 Junction Blvd., Raleigh, NC
 AUTHORIZED SIGNATURE:  DATE: 01-31-2012
 NAME and TITLE (Typed): John Goins, PE - Project Manager

DELIVERED BY US POSTAL SERVICE BID NO. _____ NC State Highway Patrol 3318 Garner Rd. Attn: RALEIGH, NC 27610



STATE OF NORTH CAROLINA Crime Control & Public Safety	INVITATION FOR BIDS NO. 061511-TEP
Refer ALL Inquiries to: Marty Randall Telephone No. 919-662-4440	Commodity: The NC State Highway Patrol (NCSHP) needs the services of an Engineering firm to act as Designer for multiple communications tower engineering projects for the VIPER Network. Tower sites are located throughout North Carolina. Extensive experience with communications towers design, construction, site development, and associated project management is required.
E-Mail: mrandall@ncshp.org	Using Agency Name: State Highway Patrol
(See page 2 for mailing instructions.)	

NOTICE TO BIDDERS

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: TOWER ENGINEERING PROFESSIONALS, INC		FEDERAL ID OR SOCIAL SECURITY NO. 56-2102042	
STREET ADDRESS: 3703 JUNCTION BOULEVARD		P.O. BOX:	ZIP: 27603
CITY & STATE & ZIP: RALEIGH, NC 27603		TELEPHONE NUMBER: (919) 661-8351	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: JOHN GOINS, PROJECT MANAGER		FAX NUMBER: (919) 661-6350	
AUTHORIZED SIGNATURE: 	DATE: 06-15-2011	E-MAIL: jgoins@tegroup.net	

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of Crime Control & 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 Crime Control & Public Safety USE ONLY	
Offer accepted and contract awarded this <u>16th</u> day of <u>June</u> , 20 <u>11</u> , as indicated on attached certification.	
By: <u>Angela Wainright</u>	(Authorized representative of Crime Control & 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 are printed **double sided**.
- All submittals and copies are 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: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. 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. 061511 - TEP NC Highway Patrol Attn: Marty Randall 4702 Mail Service Center Raleigh, NC 27699-4702	BID NO. 061511 - TEP NC Highway Patrol Attn: Marty Randall 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 web site: < <http://www.state.nc.us/pandc/> >.

Specifications: Communications towers design, construction, site development, and associated project Management.

Term, Duration and Scope of Work

The Purpose of this Bid is to establish a contract for the Services that are specified in this bid. There are no definite Quantities of the number of towers to be studied or sites that are to be surveyed. This Contract will be for one year with an option to renew for one or two additional years.

1. Site Visit
 - a) Designer shall coordinate a visit to the site of the potential tower project with an internal NCSHP staff member
2. Level 1 - Structural Analysis to include but not be limited to
 - a) Rigorous structural analysis of the tower superstructure per the ANSI/TIA/EIA-222- G, the North Carolina Building Code and all applicable local building code
 - b) Study of vertical, horizontal, diagonal, redundant and internal components, and, fasteners, anchor bolts, guy wires, pull-offs, anchor rods/plates and other associated hardware
 - c) Substructure when foundation drawings are available. Assume normal soils if geotechnical information is unavailable
 - d) Complete antenna loading shall be studied – existing and the proposed - as specified by the NCSHP
 - e) Each item in the antenna mapping shall be displayed on a separate line item in the report
 - f) The results and recommendations shall be presented in a sealed, bound report. One hard copy and one electronic copy in .pdf format shall be submitted
 - g) The report shall include the following sections: Executive Summary, Assignment, Scope of Service,

- Participating Personnel, Background information, Investigation. Results, Recommendations, Load Conditions (Appurtenance Inventory), Superstructure Results, Guy wire configurations and other technical data the Designer elects to include
- h) The report shall contain an elevation drawing of the tower and a drawing of the feed line locations
3. Level 2 - Antenna Mapping to include but not limited to:
 - a) Antenna elevation, model number, dimensions, location on the tower, mount identification, associated coax
 - b) Coax size, location on tower, elevation on tower, coax mount type, associated antenna
 - c) Obstruction light elevation, model number, dimensions, location on tower, mount dimensions, associated cable sizes
 - d) The antenna inventory shall be included in the analysis report
 - e) Engineering firm must submit site notes and pictures taking during the antenna mapping if requested
 - f) Site notes must show all the details of each antenna mount, antenna feed line location and pictures
 4. Level 3 - Steel Mapping to include but not limited to:
 - a) Collect information necessary to conduct a rigorous, detailed and thorough structural analysis
 - b) This includes measurements of vertical, horizontal, diagonal, redundant, and internal components and fasteners, anchor bolts, guy wires, pull-offs. Anchor bolts and plates and associated hardware. Designer obtaining this data from manufactures drawings of the tower is not permissible. Designer must climb and make measurements on all steel members on the tower
 5. Level 4 - Upgrade Drawings to include but not limited to:
 - a) Construction drawings will be provided to another Designer to bid and install the upgrades
 - b) The drawings shall be thorough and detailed. They shall specify specific upgrades, upgrade locations, hardware, fasteners, part numbers and quantities
 - c) The drawings shall include a tension chart for various temperatures
 - d) The drawings shall comply with the TIA/EIA-222 and accepted industry practice
 - e) The drawings shall comply the N.C. State Building Code and the governing local codes
 - f) The drawings shall be on 11x17 sheets. They shall be bound with the analysis report. One hard copy and one electronic copy in pdf shall be submitted.
 6. Geotechnical and Resistivity tests
 - a) The report shall provide sufficient data that a tower supplier can use to design the foundation within the loading specifications given. Some towers will be self-supporting, some will be guyed
 - b) There will be a minimum of (1)-60' test bore for self-supporting towers and (4)-20' test bores for guyed towers
 - c) Up to (7)-test borings might be required where soil conditions and the foundation engineer require it. There will be no additional fees for up to 7-borings totaling up to 180' depth. This applies to both self-supporting and guyed towers.
 7. Boundary Surveys with Topography and 1A certification letter
 - a) Specify, locate and stake the proposed tower.
 - b) Specify, locate and stake the corners surrounding the tower compound.
 - c) Locate (and as-built) existing towers, structures, easements, geographical characteristics, roads, site access, etc.
 8. Site Zoning and Construction drawings (ZD)
 9. Detailed construction drawings (CD) for submittal to State Construction Office (SCO)
 - a) These CDs are submitted to the SHP for review and approval PRIOR to submitting to SCO
 - b) Designer will correct NCSHP's red line changes up to five times without additional fees
 10. FCC NEPA Checklist
 - a) The report should include SHPO
 - b) One electronic copy in pdf format to be provided to NCSHP
 11. NEPA EA if needed
 - a) One electronic copy in pdf format to be provided to NCSHP
 12. FCC Collocation NEPA
 - a) One electronic copy in pdf format to be provided to NCSHP
 13. DHS EHP (Environmental Historic Preservation) NEPA report
 - a) Two electronic copies in pdf format to be provided to NCSHP

14. Balloon Test
15. Botanist Site Inspection and Report on USFS Land
16. Wildlife Biologist Inspection and Report on USFS Land
17. Re-stake tower prior to construction
 - a) Stake tower, anchors, building and fence
18. Tower bid review
 - a) Certified by a N.C. Registered P.E.
 - b) From low bid to high bid
 - c) Review up to 5 tower bids
19. Tower bid document
 - a) Designer shall create a tower bid document sufficient for NCSHP to use to bid a tower
20. During tower construction: Foundation inspection
21. During tower construction: Concrete testing
22. Post construction inspection
23. Centerline Easement Survey

* Included is an Excel spreadsheet listing each individual task formatted for NCSHP use with the associated negotiated pricing by NCSHP and TEP.

Completion Deadline: The towers studied will be completed within **14 calendar** days of receipt of a Purchase Order. Purchase orders will be issued for each tower to be studied.

Vendor requirements: The successful vendor must provide all contact information of the engineer(s) assigned to the project. Contact information shall include the engineer(s) office number, cell phone number and email address. The North Carolina Highway Patrol requires same day contact with vendors working on this project. Leaving voice mails with return calls **1 to 2** days later is not permissible. Vendor must provide all pictures taken and all site note that are recorded at each site.

This bid to include Prices for the following Services and Options:

- ⇒ **Written Notice to Proceed or Purchase Order** - NC Highway Patrol will issue a written notice or Purchase Order 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.ncgov.com or call the help line at 888-211-7440. **Please read section 19 in the Terms and Conditions that follow.**

Any questions should be made to:

Marty Randall, Networking Specialist
NC Highway Patrol

Email mrandall@ncshp.org

Questions must be submitted in writing by email only.

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 or 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:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. 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:
 - a. **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.

- b. **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.)
- c. **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, and 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.
- 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.
 - Decreases:** shall receive full proportionate benefit immediately at any time during the contract period.
 - 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.
 - 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.

Template

	A	B	C	D	E
1	Tower Services Contract				
2	Tower Engineering Professionals, Inc.				
3	Description	Cost			
4	Collocation:				
5	Level One, Structural Analysis	\$ 1,500.00			
6	Level Two, Antenna Mapping	\$ 750.00			
7	Level Three, Steel Mapping	\$ 750.00			
8	Upgrade Drawings	\$ 1,500.00			
9	Geo Tech for monopole & SST	\$ 2,750.00			
10	Geo Tech for guyed towers	\$ 2,840.00			
11	FCC Collocation NEPA	\$ 1,500.00			
12	Total:	\$ 11,590.00			
13	Rawland:				
14	Site Visit	\$ 750.00			
15	Boundary Survey with Topography and 1A	\$ 3,000.00			
16	Geotechnical/Resistivity Report	\$ 2,900.00			
17	Site Zoning and Construction Drawings (ZD's)	\$ 1,000.00			
18	Detailed (DOI) Construction Drawings (CD's)	\$ 2,500.00			
19	FCC NEPA Checklist w/SHPO	\$ 3,000.00			
20	Tower bid review	\$ 750.00			
21	Cost to restake Tower prior to Construction	\$ 1,000.00			
22	Construction: Foundation inspection	\$ 1,500.00			
23	Construction: Concrete testing	\$ 1,500.00			
24	Post construction inspection	\$ 2,000.00			
25	Total:	\$ 19,900.00			
26	Other tasks:				
27	DHS EHP	\$ 2,750.00			
28	NEPA EA	\$ 2,500.00			
29	Centerline Easement survey	\$ 3,500.00			
30	Tower bid document	\$ 1,000.00			
31	Botanist site inspection and report on USFS land	\$ 2,500.00			
32	Wildlife biologist inspection and report on USFS land	\$ 2,500.00			
33	Balloon Test	\$ 1,500.00			
34	Total:	\$ 16,250.00			
35					
36	Total Cost	\$ 47,740.00			
37					
38					
39					
40					