



Solicitation:

Bidder/Offeror: \_\_\_\_\_

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO SHALL SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: \_\_\_\_\_

Pursuant to N.C.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.

<b>N.C. Administrative Office of the Courts</b> <b>Purchasing Services Division</b> Post Office Box 2448 Raleigh, North Carolina 27602	<b>INVITATION FOR BIDS NO. 02-16013</b>	
	Bids will be publicly opened: March 4, 2016 @ 2:00 PM	
	Contract Type: Open Market	
<b>Refer ALL Inquiries to</b> Avis Creech	Commodity Microfilm	
E-Mail: Avis.D.Creech@nccourts.org	Issue Date: February 23, 2016	
<b>(See page 3 for mailing instructions.)</b>		

### **NOTICE TO OFFEROR**

Bids, subject to the conditions made a part hereof, will be received at this office (901 Corporate Center Drive) until 2:00 PM on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 3 for proper mailing instructions.

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, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G. S. 143-59.1. False certification is a Class I Felony.

**Failure to execute/sign bid prior to submittal shall render quote invalid. Late bids are not acceptable.**

OFFEROR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 45 days from date of opening unless otherwise stated here: \_\_\_\_ days (See Instructions for Offers, Item 5).  
 Prompt Payment Discount: \_\_\_\_ % \_\_\_\_ days (See Instructions for Offers, Item 6).

### **ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the N.C. Administrative Office of the Courts, an authorized representative shall affix their signature hereto and this document and the provisions of the Instructions for Offers, special terms and conditions specific to this Request for Bids, the specifications, and the AOC 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 offeror.

<p><b><u>FOR STATE USE ONLY</u></b></p> <p>Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification,</p> <p>by _____ (Authorized representative of AOC).</p>
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10/08/2002

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 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 offeror to have the bid in this office by the specified time and date of opening. **Late bids will not be opened.**

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>DELIVERED BY ANY OTHER MEANS</u></b>
BID NO. <u>02-16013</u> N.C. Administrative Office of the Courts Purchasing Services Division P.O. Box 2448 Raleigh, North Carolina 27602	BID NO. <u>02-16013</u> N.C. Administrative Office of the Courts 901 Corporate Center Drive Raleigh, North Carolina 27607

**TABULATIONS:** Telephone, electronic and written requests for detailed or written tabulations and abstracts of offers shall not be honored. The Division of Purchase and Contract has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from their Internet web site: <<http://www.pandc.nc.gov>. Click on the IPS Bids Icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.

**NOTICE TO BIDDERS:** By State law, responses to this Invitation for Bids must be received sealed. They may be forwarded either by the U. S. Postal Service, or other delivery service of the Offeror's choice.

**Do not submit your response by FACSIMILE or ELECTRONIC MEANS. Such offers cannot be accepted, and will NOT be considered.**

**It is the responsibility of the offeror to ensure that his offer arrives in a timely manner. LATE BIDS WILL NOT BE CONSIDERED.**

**QUESTIONS:** No verbal questions will be accepted for this solicitation. Questions may be submitted via fax (919) 890-1947 or e-mail to the attention of Avis Creech ([avis.d.creech@nccourts.org](mailto:avis.d.creech@nccourts.org)) no later than 2:00 PM February 25, 2016. Questions and answers will be posted to the internet as an Addendum to this IFB no later than 2:00 p.m. on February 26, 2016.

**Bidder Note:**

**Bid Openings and/or Site Visits**

In the event of adverse weather conditions (sleet, snow, freezing rain, or hurricane force rain/wind) please call (919) 890-1000 prior to delivering a bid or attending a site visit. If you hear a message stating that the AOC Adverse Weather Policy is in effect, the Judicial Center will be closed to the public. You may assume that the bid opening or site visit has been cancelled. The buyer responsible for this solicitation will reschedule the event and an addendum will be posted on the IPS website.

**TRANSPORTATION CHARGES:** FOB Destination, with all transportation charges prepaid and included in unit bid price. **DO NOT INDICATE FREIGHT AS A SEPARATE ITEM ON THE BID. Failure to comply with this requirement may result in the rejection of your bid.**

**DELIVERY REQUIREMENT:** If palletized, pallet height must not exceed 5' 3".

**BIDDER NOTE:** In order for bid responses to be fairly and accurately evaluated, vendors are required to fully complete this bid document as outlined herein. Do not attach separate price lists, internal quote forms, cover letters or other extraneous material.

The State objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Bidder's response. This applies to any language appearing in or attached to the document as part of the Bidder's response. By execution and delivery of this Invitation for Bid and response(s), the Bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

Return all pages of the bid document with your response, including Instructions for Quotes/Bids and the AOC General Contract Terms and Conditions. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE REJECTION OF YOUR BID.**

**NOTICE TO BIDDERS:**

This bid is exempt from Executive Order Number 50, which applies to Executive Branch agencies. The discretionary authority granted to the Secretary of Administration in NCGS 143-59 applies only to agencies of the Executive Branch of government. The Judicial Branch is specifically excluded from the authority of the Secretary of Administration by NCGS 143-336(b).

**THIS IS NOT AN E-PROCUREMENT TRANSACTION. NO E-PROCUREMENT FEES APPLY**

**This is a onetime purchase with all items being delivered to the location below at one time.**

**DELIVER TO:** N.C. ADMINISTRATIVE OFFICE OF THE COURTS  
JUDICIAL CENTER  
901 CORPORATE CENTER DR.  
RALEIGH, NC 27607

**AWARD OF CONTRACT:** It is the general intent to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by the AOC to be most advantageous or to constitute its best interest.

**DESCRIPTIVE LITERATURE:** All bids may be accompanied by complete descriptive literature, specifications and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions; otherwise, they may be subject to rejection.

**SPECIFICATIONS:** The attached specifications and requirements are drawn around equipment which the State has evaluated and determined that the size, construction, design layout, special features and performance are necessary. Bidders are requested to offer only equivalent comparable units which will provide the features and performance needed and implied.

**NOTE:** Because of the differences between manufacturers in the design, materials and construction methods, the State reserves the right to evaluate all proposals and to vary from these specifications when in its opinion, such variance is in the State's best interest. This includes the approval of substitutions by the bidder for one item for another as being equal in construction, performance and quality. The specifications and requirements described are to indicate certain features requested by the State and are in no way to be construed to be restrictive to eliminate any item or items which are necessary to provide a complete, safe and fully functional visual presenter.

**WARRANTY:** Manufacturer's standard warranty shall apply. Bidder guarantees equipment to be new and free from defects in material, packaging and workmanship.

**DELIVERY:** The successful bidder will complete delivery within 14 consecutive calendar days after receipt of purchase order, unless otherwise state here; \_\_\_\_\_ consecutive days. The State reserves the right to consider the delivery time offered as a factor in the award of contract.

**BIDDER NOTE:** AOC reserves the option to order additional quantities of these visual presenters at the price offered for a period of 180 days after initial bid has been awarded. Vendor agrees to honor bid price for this period. **FAILURE TO COMPLETE THIS STATEMENT MAY RESULT IN THE REJECTION OF YOUR BID**

\_\_\_\_\_YES \_\_\_\_\_NO

Item	Quantity	UOM	Description	Unit Price	Total Price
1	1000	Rolls	Imagelink RA Microfilm 06, 16mm x 66m(215 ft), 334NXDM  Mfg: _____  Part #: _____	\$ _____	\$ _____

ADMINISTRATIVE OFFICE OF THE COURTS

INSTRUCTIONS FOR BIDS AND QUOTES

1. READ, REVIEW, AND COMPLY: It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. NOTICE TO OFFERORS: All offers are subject to the provisions of the Instructions for Bids and Quotes, special terms and conditions specific to this procurement document, and the Administrative Office of the Courts General Contract Terms and Conditions. AOC objects to and will not evaluate or consider any additional terms and conditions submitted with any offer. This applies to language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**  
By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. DEFINITIONS:
  - **OFFEROR**: Company, firm, corporation, partnership, individual submitting a response to a procurement document.
  - **TERM CONTRACT**: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
  - **OPEN MARKET CONTRACT**: A contract for the purchase of (one transaction) a specific quantity of a specified commodity.
4. EXECUTION: Failure to sign under EXECUTION section will render offer invalid.
5. TIME FOR CONSIDERATION: Unless indicated on the first page of this document, the offer shall be valid for 45 days from the date of opening. Preference may be given to offers allowing not less than 45 days for consideration and acceptance.
6. PROMPT PAYMENT DISCOUNTS: Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of contract except as a factor in resolving cases of identical prices.
7. SPECIFICATIONS: Any deviation from the specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this procurement document, the order of precedence shall be: (1) special terms and conditions specific to this document; (2) specifications; (3) Administrative Office of the Courts General Contract Terms and Conditions; and (4) Instructions for Bids and Quotes.
9. INFORMATION AND DESCRIPTIVE LITERATURE: Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this document, each offeror must submit with their offer, sketches, descriptive literature and/or complete specifications covering the product offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements will be subject to rejection.
10. RECYCLING AND SOURCE REDUCTION: It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. We also promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the buyers in the Administrative Office of the Courts Purchasing Division those products or packaging they offer which have recycled content and that are recyclable.
11. CLARIFICATIONS/INTERPRETATIONS: Any and all questions regarding this document must be addressed to the buyer named on the cover sheet of this document. Do not contact any user directly. Any and all revisions to this document shall be made only by written addendum from the Administrative Office of the Courts Purchasing Division. The offeror is cautioned that the requirements of this document can be altered only by written addendum and that verbal communications from whatever source are of no effect.

12. ACCEPTANCE AND REJECTION: AOC reserves the right to reject any and all offers, to waive any informality in offers, and unless otherwise specified by the offeror, to accept any item in the procurement document. If either a unit price or extended price is obviously in error, and the other is obviously correct, the incorrect price will be disregarded.
13. REFERENCES: AOC reserves the right to require a list of users of the exact item offered. AOC may contact these users to determine acceptability of the offer. Such information may be considered in the evaluation of the offer.
14. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48, AOC invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. AWARD OF CONTRACT: Qualified offers will be evaluated and acceptance made of the lowest and best offer most advantageous to the AOC as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the procurement document; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by AOC to be pertinent or peculiar to the purchase in question.  
Unless otherwise specified by AOC or the offeror, AOC reserves the right to accept any item or group of items on a multi-item procurement document.  
In addition, on TERM CONTRACTS, AOC reserves the right to make partial, progressive or multiple awards; where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; or other factors deemed by AOC to be pertinent or peculiar to the purchase in question.
16. CONFIDENTIAL INFORMATION: As provided by statute and policy, AOC will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
17. TAXES:
  - FEDERAL: The AOC is exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Contractor will be completed and returned by the AOC.
  - OTHER: Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees). The North Carolina Department of Revenue has issued sales and use tax exemption number 400040 to the Administrative Office of the Courts.
18. SAMPLES: Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the offeror's expense. Request for return of samples must be made within 10 days following date of opening. Otherwise samples will become property of AOC. Each individual sample must be labeled with the offeror's name, bid or quote number, and item number. A sample on which an award is made will be retained until the contract is completed, and then returned, if requested, as specified above.
19. PROTEST PROCEDURES: Protest procedures are available from the Administrative Office of the Courts, Purchasing Services Division, P.O. Box 2448, Raleigh, North Carolina 27602. Any protest must be in writing, and received by AOC Purchasing Services Division not later than 15 days after the award of the contract in question.
20. MISCELLANEOUS: Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS GENERAL CONTRACT TERMS AND CONDITIONS

1. DEFAULT AND PERFORMANCE BOND: In case of default by the Contractor, AOC may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. AOC reserves the right to require a performance bond or other acceptable alternative guarantees from the successful bidder without expense to AOC.
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 AOC Purchasing Office at once, indicating the specific regulation, which required such alterations. AOC reserves the right to accept any such alterations, including any price adjustment 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 AOC for the purpose set forth in this agreement.
4. TAXES: Any applicable taxes shall be invoiced as a separate item. Effective July 1, 2004 state agencies are exempt from the payment of North Carolina sales and use tax. AOC's exemption number is 400040.
5. SITUS: The place of this contract, its situs and forum, shall be Raleigh, Wake County, North Carolina, where all matters, whether sounding in contract or in 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: AOC reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to the award of a contract, and during the contract term as necessary for determination that such equipment/item, plant or other facilities conform with specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. PAYMENT TERMS: Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The AOC is responsible for all payments under the contract.
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 other 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 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 AOC, 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/MAILING LISTS: Contractor agrees not to use the existence of this contract or the name of the State of North Carolina, or the Administrative Office of the Courts as part of any commercial advertising, and further agrees not to sell or convey in any manner information to any third party which discloses the parties to or the nature of this transaction. Included in this requirement is a prohibition against including the Administrative Office of the Courts on any "mailing list" which might be sold to third parties. Any information to be released will be addressed by the Administrative Office of the Courts pursuant to the North Carolina Public Records Law. Violations of this provision may subject the party to penalties up to and including debarment.



14. ACCESS TO 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 146-64.7.

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 AOC purchasing office, and solely as a convenience to the Contractor, the following may be permitted:

- 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 the Contractor as a joint payee on the Contractor's payment check.

In no event shall such approval and action obligate the AOC or 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 the State 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 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 single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and a \$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 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 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 interpret as limiting the Contractor's liability and obligations under the contract.

17. CANCELLATION (TERM CONTRACTS ONLY): All contractual 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 cancelled in whole or in part by either party 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.

18. QUANTITIES (TERM CONTRACTS ONLY): The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

19. PRICE ADJUSTMENTS (MULTI-YEAR 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 the AOC Purchasing Office, 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: AOC 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 an increase may be submitted with AOC reserving the right to accept or reject the increase, or to cancel the contract. Such action by AOC shall occur not later than 15 days after the receipt of a properly documented request for a price increase. Any increases which are 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 date's 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.

20. **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, 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.

21. **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.