

**RETURN TO:**



State of North Carolina  
 Department of Environment  
 and Natural Resources

US Postal Service-----  
 Address:  
 Courier Type Service----  
 Address (FedEx/UPS):  
 Division Main Phone:  
 Division FAX:

**Request for Quotation**  
 (FOR INFORMATION TECHNOLOGY  
 GOODS AND/OR SERVICES)

**This is Not an Order**  
**The quotation number must appear on all questions**  
**and related correspondence**

<b>QUOTATION NO:</b>	<b>DATE</b>	<b>QUOTE MUST BE RECEIVED BY:</b>	<b>Requisition No.:</b>
<b>VENDOR</b>		<b>WE QUOTE YOU AS BELOW</b>	

*VENDOR:*

Please indicate Employer's or Firm's  
 Federal/Social Security Identification Number:

(Your quotation or Offer cannot be processed  
 without this number)

- Please indicate if firm is
- African-American Owned/Controlled
  - Hispanic Owned/Controlled
  - Other Minority Owned/Controlled
  - Woman Owned/Controlled
  - Handicapped Owned/Controlled

**SIGN REQUEST FOR QUOTATION IN INK AND DATE IN SPACES PROVIDED.**

**PLEASE QUOTE ON THIS SHEET IN THE SPACES INDICATED BELOW.**

Each offeror must furnish complete professional services relating to the requirements of the Scope of Work/Specifications including materials and any necessary subcontractors. The Quote price offered will be a fixed price or fixed rate and shall include all professional fees for services to be rendered as well as all incidental travel and production expenses.

**NOTE** delivery required and, in quoting, advise definite delivery.

**NOTE** if quoted price is not **FOB DESTINATION**, please indicate **Estimated freight charge**.

ALL QUOTES/PROPOSALS ARE SUBJECT TO THE PROVISIONS OF THE ATTACHED TERMS AND CONDITIONS AND SPECIFICATIONS.

Name of Company

(Mandatory Signature)

By (print or type name)

Official Title

Vendor 's Quotation Date / Telephone Number

F.O.B		Delivery Requirement/Work to Begin:	Delivery Promised	Terms	
ITEM	QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT
1		FURNISH AND DELIVER:			

PRICE INCREASES FOR SERVICES ONLY

In the event of a federal minimum wage increase, the contract price will be subject to renegotiation. The Contractor will be granted such an increase provided sufficient documentation is submitted. Notwithstanding the above, the compensation payable to the Contractor hereunder shall be fixed for the first twelve (12) months of this contract. However, upon application, the contract may be adjusted 30 days prior to the beginning of the 12th month to reflect the increase in the consumer price index as published by the U.S. Bureau of Labor Statistics. If the amount of the increase is more than ten percent (10%), the Contracting Agency reserves the right to cancel this contract.

## INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **DEFINITIONS:**
  - **THE STATE:** Is the state of North Carolina and its agencies.
  - **ITS:** Office of Information Technology Services
  - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
  - **TERM CONTRACT:** a contract in which a source of supply is established for a specified period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price
  - **TECHNICAL SERVICES CONTRACT:** A contract to provide for information technology specialty services for specific projects or assignments.
  - **ITS CONVENIENCE CONTRACT:** An umbrella type contract that is used for the procurement of IT goods or services. Procurement of contract individuals are for specific information technology skills. These contracts are in place for the convenience of the state and use of them is optional.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of goods or services not covered by a term, technical, or convenience contract.
3. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the ITS Terms and Conditions.

The State objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) ITS Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders 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 the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids 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 encourage and 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 purchasers in the Office of Information Technology Services 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 purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from ITS. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. 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:** The State reserves the right to require a list of users of the exact item offered. The State may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
  - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
  - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by GS143-135.9. The State will consider such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; 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 the State to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the State or the bidder, the State reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, ITS 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; other factors deemed by ITS to be pertinent or peculiar to the purchase in question.
16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State 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.
17. **CONFIDENTIAL INFORMATION:** In accordance with 4 NCAC 21B.0207 and 21B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Under no circumstances shall price information be designated as confidential. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Contractor warrants that it has formed good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. The State may serve as custodian of Contractor's confidential information and not as an arbiter of claims against Contractor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, the Contractor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Contractor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. In any event, the State shall have no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Written request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the property of the State. Each individual sample must be labeled with the bidder's name, bid 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:** When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$10,000, they must submit a written request to the issuing agency at the address given in this document. This request must be received in this office within 15 calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.itp.its.nc.us/>. **All protests will be handled pursuant to Title 6, North Carolina Administrative Code, Chapter 9, Office of Information Technology Services.**
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 Information Technology Procurement Office

### General Terms and Conditions for Goods and Services

1. **Default and Performance Bond:** In the event any equipment, software, or service furnished by the contractor in the performance of any contract awarded by the state should fail to conform to the contract specifications, the State may cancel and procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from the Contractor without expense to the State. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
2. **Governmental Restrictions:** In the event any governmental restrictions are imposed that 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 that required such alterations. The State 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. If funds to effect such payment are not available, the Contractor agrees to take back any affected equipment and software furnished under this contract, terminate any services supplied to the State under this contract, and relieve the State of any further obligation thereof.
4. **Taxes:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the contractor or on any taxes levied on employee wages. Applicable State or local sales taxes shall be invoiced as a separate item.
5. **Situs:** The place of this contract or purchase order, its situs and forum, shall be 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:** The State 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 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 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment terms for services are due and payable the month following the month for which charges accrue, or in accordance with the contract payment schedule. The using agency 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 the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical 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 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. **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 tortuous acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claims.

13. **Advertising/Press Release:** The contractor shall not publicly disseminate any information concerning the contract without prior written approval from the State of North Carolina or its agent.
14. **Patent, Copyright, and Trade Secret Protection:**
- a. No deliverable(s) produced, in whole or in part, under this contract, shall be the subject of an application for copyright or patent by or on behalf of the Contractor, its employees, agents, officers, assigns, or subcontractor(s). The Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the equipment or software supplied by the Contractor, or the operation of such equipment pursuant to a current version of Contractor-supplied operating software, infringes a United States patent, or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
    - 1) That the Contractor shall be notified within a reasonable time in writing by the State of any such claim; and,
    - 2) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
  - b. Should the machines, or software, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent, copyright, or a trade secret, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the equipment or software, or to replace or modify the same so that they become noninfringing and continue to meet bid specifications. If neither of these options can reasonably be taken, or if the use of such equipment or software by the State shall be prevented by injunction, the Contractor agrees to take back such equipment or software, and refund any sums the State has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute equipment or software. If, in the sole opinion of the State, the return of such infringing equipment or software makes the retention of other items of equipment or software acquired from the Contractor under this contract impractical, the State shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such equipment or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
  - c. The foregoing states the entire liability of the Contractor with respect to infringement of patents, copyrights, and trade secrets.
15. **Access to Persons and Records:** Pursuant to N.C. General Statute 147-64.7 and 42 U.S.C. 1395x(v)(1)(I), if applicable, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this contract or to costs charged to this contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this contract.
16. **Assignment:** No assignment of the contractor's obligations or right to receive payment hereunder shall be permitted. However, upon written request and approval by the issuing purchasing authority, the Agency may:
- a. Forward the contractor's payment check(s) directly to any person or entity designated by the contractor, or
  - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check(s).

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.

17. **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 \$2,000,000.00 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 \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 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.

18. **Termination for Convenience (Service and Indefinite Quantity Contracts Only):** The State may terminate this contract, in whole or in part, by giving 30 days prior notice in writing to the Contractor. Such notice of cancellation, as required herein, shall be transmitted via US Mail, Certified Return Receipt Requested. The 30 days notice for termination shall begin on the day the return receipt is signed and dated.
19. **Limitation of Liability:**
  - a. Where equipment is under the State's exclusive management and control, the Contractor shall not be liable for any damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the equipment and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the machines.
  - b. The contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the contract. This liability amount may be adjusted by the issuing agency based upon a documented total risk assessment, but in no event shall the liability for damages be less than the total value of the contract. The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Contractor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this contract.
20. **Contractor's Liability for Injury to Persons or Damage to Property:**
  - a. The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the equipment either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
  - b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's equipment.
21. **Changes:** This order or contract is awarded subject to shipment of quantities, qualities, and prices indicated by the order or contract, and all conditions and instructions of the order and the contract or proposal on which it is based. Any changes made to this order or contract proposed by the contractor is hereby rejected unless accepted in writing by the State award authority. The State shall not be responsible for goods or services delivered without a written purchase order or authorization from the applicable State purchasing authority.

Where the state requests a change, the contractor may submit a request for contract adjustment, which shall be in the form of a complete change proposal fully supported by factual information and shall separately identify all increases and all decreases in costs. The request shall be submitted by a senior official authorized to bind the Contractor in a signed writing.
22. **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 the issuing purchasing authority, 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 the state reserving the right to accept or reject the increase, or cancel the contract. Such action by the state shall occur not later than 15 days after the receipt 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.

23. **Year 2000:** The Contractor warrants that the product(s) furnished pursuant to this contract ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which performs 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. This warranty shall survive termination or expiration of the Contract. This warranty is subject to the warranty terms and conditions of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 performance.
24. **Transportation:** Transportation of goods shall be FOB Destination. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the State purchasing authority.
25. **Signature Warranty:** Each individual signing below warrants that he or she is duly authorized by the Party to sign this contract and bind the Party to the terms and conditions of this contract.
26. **Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
27. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
28. **Federal Intellectual Bankruptcy Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Bankruptcy Act, Public Law 100-506, and any amendments thereto.