

	State of South Carolina Invitation for Bid AMENDMENT # 2	Solicitation Number: 5400004133
		Date Issued: 04/24/2012 Procurement Officer: STACY LANGDALE, CPPB Phone: 803-737-4375 E-Mail Address: SLangdale@mmo.sc.gov

DESCRIPTION: **Handheld Down-The-Road and LIDAR Speed Measuring Devices & Systems**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **05/03/2012 11:00 A.M.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **Intentionally Deleted** (Questions Limited to Amended Parts Only)
 (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **** Prefer Online Submittals ****
 If submitting paper, One (1) Original and One (1) Copy Marked "COPY"

CONFERENCE TYPE: Intentionally Deleted DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Intentionally Deleted
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AWARD & AMENDMENTS	Award will be posted on 05/01/2012 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>	
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <small>(See "Signing Your Offer" provision.)</small>
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)

AMENDMENT # 2

Solicitation #5400004133

AMENDMENTS TO SOLICITATION (JAN 2004)

- (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

This solicitation incorporates by amendment the following.

THE FOLLOWING SECTIONS HAVE BEEN AMENDED AS DESCRIBED AND HIGHLIGHTED BELOW TO INCLUDE THE FOLLOWING CLAUSE.

Incorporate the following clause into Amendment # 1 as Page 29a.

VII. TERMS AND CONDITIONS -- B. SPECIAL

FEE FOR ADMINISTRATIVE SERVICES - RECEIPTS - SPO (OCT 2007)

As provided herein, a public procurement unit, by participating in this contract, owes the Materials Management Office (MMO) a Fee for administrative services. A public procurement unit shall pay the Fee directly to Contractor as a part of the contract price. Contractor is responsible for collecting this Fee from participating public procurement units (state and local) and paying the Fee to MMO. The price stated in any offeror's bid or proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its contract pricing and shall not separately itemize or invoice for the Fee.

(a) For each Payment Period, Contractor shall pay to MMO a Fee equal to **0.75%** of the total dollar amount (excluding sales taxes & adjusted for credits or refunds) received from any public procurement unit by Contractor pursuant to this Agreement. As used in this clause, the term "Payment Period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any periods less than a full calendar quarter during the term of this Agreement. Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period (Example: Payment for the quarterly "Payment Period" of Jan. - Mar. 2004 is due on or before April 30, 2004). Payments are to be mailed to: Materials Management Office, Attn: Contract Admin. Fee, 1201 Main Street, Suite 600, Columbia, S.C., 29201. Payments shall be made to the order of the Materials Management Office. If the amount due for a Payment Period is less than \$10.00, no payment is required.

(b) Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. The Usage Report shall include any information requested by MMO to verify the amount due. At a minimum, each Usage Report shall reflect the following information for the applicable Payment Period: contractor's name, contract number, contract description, Payment Period/quarter, Total Dollar Value of Invoice Payments Received (excluding sales taxes and showing any adjustments for credits or refunds), Total Number of Units (if practicable), and the number, date, and amount of Contractor's check to MMO. The MMO procurement officer may require the Contractor to provide a separate, more detailed usage report. Should this be necessary, the procurement officer will work directly with the contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

(c) During the term of this Agreement and for a period of three years thereafter, MMO, its auditors, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records in order to audit all records relating to goods sold or work performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid MMO, then Contractor shall remit the underpayment and reimburse MMO for all costs of the audit.

(d) All amounts that become payable by the Contractor to MMO under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate

(as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate.

(e) In the event the Contractor fails to make any payment when due, Contractor shall be liable to MMO for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

(f) Failure to pay any amount due pursuant to this clause may result in the Contractor's debarment pursuant to Section 11-35-4220 of the South Carolina Code of Laws, as amended.

(g) For purposes of this clause, MMO is intended as a third-party beneficiary of this Agreement. The phrase "public procurement unit" is defined by Section 11-35-4610(5) of the South Carolina Code of Laws, as amended.

NOTICE: The administrative fee created by this clause is calculated against receipts. After a contract has been awarded, contractor may elect to calculate the administrative fee against sales. To effect this election, a change order must be executed. The change order will substitute a different administrative fee clause for this one. The alternate clause is available for review upon request and may be found at www.ogs.state.sc.us/DDP/terms/. Any election must be made within thirty (30) days of final award. If you wish to make this election, contact the procurement officer identified on the cover page of this solicitation.

[07-7B020-1]

ALL OTHER TERMS, CONDITIONS, SPECIFICATIONS, AND BIDDING INSTRUCTIONS, OTHER THAN THOSE MENTIONED ABOVE, REMAIN UNCHANGED. BE SURE TO USE THE REVISED BIDDING SCHEDULE BEGINNING ON THE FOLLOWING PAGE AS YOUR BIDDING FORM, AS SUBSTANTIAL CHANGES HAVE BEEN MADE. IF THERE ARE ANY QUESTIONS, OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE "DUTY TO INQUIRE" CLAUSE IN THE ORIGINAL INVITATION FOR BID.