



RQ16026483: Cellebrite USA, Inc. - UFED Ruggedized System - RFQ # Q16026483

Issued on Tue, 10 Jul, 2012

Created on Tue, 10 Jul, 2012 by Benjamin R Horrell

Supplier:

Cellebrite USA
266 Harristown Rd., Ste. 105
Glen Rock, NJ 07452
United States
Phone: 1201-848-8552 x117
Fax: 12018489982
Contact: Jennifer Fernandez

Ship To:

1
DIVISION OF PRISONS ADMINISTRATION.
NC DEPARTMENT OF PUBLIC SAFETY
831 WEST MORGAN STREET.
Raleigh, NC 27603-0940
United States
Phone: 1919-838-4000
Fax: 1919-838-4740

Bill To:

19PT
NCDPS Accounts Payable
MSC 4220
2020 Yonkers Road
Raleigh, NC 27604
United States
Phone: 1919-716-3300

Deliver To:

Benjamin R Horrell

Entity Description: Department of Public Safety

Item	Description	Part Number	Unit	Qty	Need	Unit Price	Tax Amount	Extended Amount(includes tax)
1	RUGG-UFED Ruggedized System with UFED "... RUGG-UFED Ruggedized System with UFED "Ultimate" Add-On module as per RFQ # Q16026483.	UFED RUGGEDIZED ULTIMATE	each	1	None	\$11,073.99 USD	\$0.00 USD	\$11,073.99 USD

Company: 1901
Account: 534529
Center: 13101309

Contract Name:

Contract Type: No

Order No.: NC10015330

Other Costs: \$0.00 USD

Shipping Method: BEST WAY

FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt.

Vendor files any claims.

Terms of Payment: N30

Total \$11,073.99 USD

Status: Received

Approvals					
Required?	Status	Reason	Approver	Approved By	Date
Required	Approved	Required agency approver	Susie E Creech	Susie E Creech	Wed, 11 Jul, 2012
Required	Approved	Management chain	2005 DOP Admin - Ginger Chinnis	2005 DOP Admin - Ginger Chinnis	Thu, 12 Jul, 2012
Required	Approved	IT Approver must Approve all IT Purchases	DPS IT Approver	1015 MIS - David Keys	Thu, 12 Jul, 2012
Required	Approved	DPSFinApprover3	DPS Financial Approver 3	Janet Langston	Thu, 12 Jul, 2012
Required	Approved	DPSITApprover	DPS Purchasing Agent 6	Angela Wainright	Tue, 28 Aug, 2012
Required	Approved	DPSCPOServiceGood	DPS Chief PO Service & Good	Clarence E Rogers	Wed, 29 Aug, 2012
Not Required	Approved		Stewart W Auton		Wed, 29 Aug, 2012

eRequisition Comments

- 2005 DOP Admin - Benjamin Horrell, 07/10/2012:
REQUEST: Jerry Crawford
SHIP TO: Jerry Crawford
PURPOSE: Security Section STG Intelligence
JUSTIFICATION: Mission Critical. The material to extract data from the cell phones confiscated from nmates. Manufacturer Direct Pricing (Benjamin R Horrell, Tue, 10 Jul, 2012)
- COMMENT by **Angela F Wainright** on 08/28/2012
This purchase order was issued by Angela Wainright, the purchasing agent of record, as per RFQ # Q16026483. Any questions regarding its issuance must be directed to this purchasing agent at 919-743-8234. My email address is: angela.wainright@ncdps.gov (Angela Wainright, Tue, 28 Aug, 2012)



Universal Forensic Products

266 Harristown Road, Suite 105
Glen Rock, NJ 07452
Tel: 201-848-1804
Fax: 201-848-9982

March 8, 2012

Attn: Trish Deal

This letter identifies Cellebrite USA, Corporation as the sole developer and provider of the UFED Ruggedized Forensic System. Cellebrite USA Corporation was established in 1999. Cellebrite USA is incorporated in state of Delaware and our U.S. & Canadian operations are based in Glen Rock, NJ.

With over 55 carriers in the U.S. and over 80 worldwide we are the exclusive provider of mobile synchronization systems for Verizon Wireless, AT&T, Sprint/Nextel, T-Mobile, Metro PCS, Western Wireless, US Cellular, Cricket Communications as well as thousands of privately held cellular retailers.

The Cellebrite UFED Ruggedized System is the only portable, hand-held, cellular exploitation device worldwide that requires no PC or associated phone drivers. With the ability to extract actionable data in real-time, it is self-powered by an internal rechargeable battery, facilitating truly untethered operation in even the most remote locations. The UFED Ruggedized system will quickly extract phonebook, pictures, videos, SMS messages, calls histories, ESN/IMEI information, and deleted SMS/call histories off the SIM/USIM for rapid analysis. Cellebrite supports all the major technologies (TDMA, CDMA, GSM, IDEN) including , Smartphone operating systems and PDAs (Apple iPhone, Blackberry, Google Android, Microsoft Mobile, Palm and Symbian) for over 95% of all handset models worldwide.

Cellebrite's competitive advantage is its field-proven portability, extraction speed, intuitive user interface that is operable with little to no training. With our exclusive nationwide carrier agreements we are receiving pre-production handsets and source codes from the cell phone manufacturers 6 months prior to retail launch which is a major advantage for research and development.

With over 75,000 units sold worldwide and hundreds of thousands of end-users, our products have been deployed reliably and effectively throughout the world for both commercial data synchronization and forensic data analysis. Our forensic customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

Please feel free to contact us with any questions.

Regards,

Jason Rogers
VP of Sales

Tax ID: [REDACTED] • DUNS: 033095568 • CAGE: 4C9Q7
Small Business • ORCA Registration Complete

Solicitation RFQ No. Q16026483

Bidder/Offeror: _____

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

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY

REQUEST FOR QUOTES NO. Q16026483

Refer **ALL** Inquiries to: Angela Wainright
Telephone No. 919-743-8234
E-Mail: angela.wainright@ncdps.gov

Quotes will be publicly opened: August 23, 2012
Contract Type: Agency Specific
Commodity: 725-59
Using Agency Name: Department of Public Safety
Agency Requisition No. RQ16026483

(See page 2 for mailing instructions.)

(Within two days after notification, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>))

NOTICE TO OFFEROR

Quotes, subject to the conditions made a part hereof, will be received at this office (Division of Purchasing & Logistics) until 2:00 pm on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Quotes are subject to rejection unless submitted on this form.

Please review the new additions to the Instructions for Quotes, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject offeror's quote to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 15 (Award of Contract) and 19 (Protest Procedures) in the Instructions for Quotes, which are required to implement Executive Order 50.

EXECUTION

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, 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 quote prior to submittal shall render quote invalid. Late quotes are not acceptable.

BIDDER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 45 days from date of bid opening unless otherwise stated here: _____ days (See Instructions to Bidders, Item 5). Prompt Payment Discount: _____ % _____ days (See Instructions to Bidders, Item 6).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract 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 STATE USE ONLY
Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification, by _____ (Authorized representative of the Division of Purchasing and Logistics).

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 quote document, unless otherwise instructed, and only one quote per envelope. Address envelope and insert quote number as shown below: It is the responsibility of the offeror to have the quote 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>
QUOTE NO. Q16026483 Department of Public Safety Division of Purchasing and Logistics 4227 Mail Service Center Raleigh, NC 27699-4227	QUOTE NO. Q16026483 Department of Public Safety Division of Purchasing and Logistics 3030 Hammond Business Place Raleigh, NC 27603

TABULATIONS: Verbal tabulations of quotes and award information can be obtained by calling the purchaser listed on the first page of this document.

EXECUTIVE ORDER NO. 50 (PRICE-MATCHING PREFERENCE):

Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the nonresident bidder's price. **If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.**

Executive Order #50 applies to procurements from the Governor's Office, Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation), Universities and Community Colleges and all procurements handled by the Division of Purchase and Contract. All other State Agencies are encouraged to implement the requirements of the Executive Order #50 and vendors should contact these State Agencies to determine whether they have adopted and implemented Executive Order #50.

ANY RESIDENT BIDDER REQUESTING THIS PREFERENCE SHOULD CAREFULLY REVIEW PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, WHICH PROVIDES MORE INFORMATION REGARDING THE DEFINITION OF RESIDENT AND NONRESIDENT BIDDERS; THE QUALIFICATION PROCESS FOR GRANTING THE PREFERENCE AND HOW THE CONTRACT WILL BE AWARDED IF THE PREFERENCE IS APPLICABLE.

ATTENTION: This is an e-procurement solicitation. See paragraph #19 of the attached General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at: <http://eprocurement.nc.gov/>

SCOPE: This is an Agency Specific Term Contract for Department of Public Safety 12 consecutive months beginning from date of award through August 30, 2013. Quantities are estimates and the State reserves the right to increase or decrease quantities as needed. The State is only responsible for items ordered and received. No Quantities are Guaranteed and will be ordered on an as needed basis. The quantity indicated below is for the initial order. Other Divisions within the Department are eligible to place orders against this contract. The State reserves the right to extend this contract for two additional years in one year increments if deemed to be in the State's best interest.

TRANSPORTATION CHARGES: FOB DESTINATION to various locations throughout North Carolina. The initial order will be delivered to Division of Prisons Administration Raleigh, NC 27603. All transportation charges, including freight, handling and distribution charges, shall be included in your offered price(s)

DELIVERY: The successful bidder will complete delivery within 30 consecutive calendar days after receipt of purchase order, unless otherwise stated here: _____ days. Delivery will be made from _____ (City & State). The State reserves the right to consider the delivery time offered as a factor in the award of contract.

BRAND SPECIFIC: Manufacturer's name and product description used in this solicitation are product specific. The items offered in response to this solicitation must be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support. If you have any questions, please call the purchaser listed on the first page.

PRODUCT RECALL: In submitting this bid, bidder expressly assumes full responsibility for prompt notification to all ordering agencies and the contract administrator of any produce recall in accordance with the applicable state or federal regulations.

FURNISH & DELIVER:

ITEM NO.	QTY.	DESCRIPTION	EXTENDED COST
1.	1	UFED Ruggedized System Ruggedized UFED kit to include the following: All Cables are included Custom built Rechargeable Battery Shock resistant hard case Rubberized glove-fit dust glove Detachable lightweight pouch 15V AC Power Supply Bluetooth Adapter for Forensic Car Adaptor for Forensic USB Flash Drive for Forensic UFED Owner's Manual UFED Data Port Cleaning Brush UFED DIM Access Card Rugged Charging tips with rapi	\$ _____

BIDDER: _____

		Rugged SIM Card Reader Rugged Faraday Bag SD card holder Data Connectivity Cable Cable #BA5590 First Year Logical Software updates, live tech support, warranty and new cables to be included free of charge.	
2.	1	UFED "ULTIMATE" Add-On Module First Year Physical software updates, live tech Support, warranty and new cables to be Included free of charge.	\$ _____
3.	1	Second Year Logical Software updates, live tech support, warranty - OPTIONAL	\$ _____
4.	1	Second Year Physical software updates, live tech, support, warranty - OPTIONAL	\$ _____

Total Cost \$ _____

INSTRUCTIONS FOR 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 quotes are subject to the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions. The State objects to and will not evaluate or consider any additional terms and conditions submitted with a quote. This applies to any 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, etc., submitting a response to a Request for Quotes.
 - **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.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this quote.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render quote invalid.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of quote opening. Preference may be given to quotes 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 the contract except as a factor to aid in resolving cases of identical prices.
7. **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 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 quote, the order of precedence shall be (1) special terms and conditions specific to this quote, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions for 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 quote, each offeror must submit with their quote sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Quotes 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 purchasers 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. The offeror is cautioned that the requirements of this quote 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 quotes, to waive any informality in quotes and, unless otherwise specified by the offeror, to accept any item in the quote. 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 quote. Such information may be considered in the evaluation of the quote.
14. **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.
15. **AWARD OF CONTRACT:** Qualified quotes will be evaluated and acceptance may be made of the lowest and best quote most advantageous to the State 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 quote; 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 offeror, the State reserves the right to accept any item or group of items on a multi-item quote.

After the foregoing evaluation, the quotes will be reviewed to determine if there are any North Carolina resident offerors that submitted responsive quotes and requested the price-matching preference pursuant to Executive Order #50 and G.S. § 143-59. If such offerors are found, the evaluators and/or purchaser will then determine whether any of the North Carolina resident offerors qualify for this preference and, if so, make the contract award pursuant to Paragraph 23 below.

In addition, on TERM CONTRACTS, the State 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 the State to be pertinent or peculiar to the purchase in question.

16. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the State 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:** 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.
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 offeror's expense. Request for the return of samples must be made within 10 days following date of quote opening. Otherwise the samples will become State property. Each individual sample must be labeled with the offeror's name, quote number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then return, if required, as specified above.
19. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific 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.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident offeror awarded a contract pursuant to Executive Order #50 (price-matching preference), the State Purchasing Officer or procurement officer may request the North Carolina resident offeror to produce documentation substantiating the North Carolina resident offeror's qualification for the subject preference. The State Purchasing Officer or procurement officer should request the supporting documentation within the 10-day period he or she has to make the decision on whether to deny or grant a protest meeting and the protest meeting should be scheduled after the anticipated receipt of the documents from the North Carolina resident offeror. Pursuant to Paragraph 23 below, the North Carolina resident offeror is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents by the end of that time period may result in the cancellation of the contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident offeror submits to the State in connection with the resolution of a protest shall not be disclosed to the protester pursuant to G.S. §§ 132-1.1 and 105-259(b) and the State shall preserve the confidentiality of such documents.
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.

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
22. **CONFIDENTIALITY OF BIDS:** In submitting its quote, the offeror agrees not to discuss or otherwise reveal the contents of the quotes to any source outside of the using or issuing agency, government or private, until after the award of the contract. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the State's purchaser contacts the offeror(s) for purposes of seeking clarification. A offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other offeror to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other offeror's quote and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this Quote. Offerors not in compliance with this provision may be disqualified, at the option of the State, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
23. **EXECUTIVE ORDER #50-PRICE-MATCHING PREFERENCE:** Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the non-resident bidder's price. G.S. § 143-59(c) (1) defines a "resident bidder" as a "bidder that has paid unemployment taxes or income taxes in this State and whose principal place of business is located in this State. G.S. § 143-59(c)(2) defines a nonresident bidder as a bidder that does not meet the definition in G.S. § 143-59(c)(1). G.S. § 143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the bidder is directed or managed." For purposes of this RFQ, "bidder" as used in G.S. § 143-59 and Executive Order #50 shall also mean "offeror".

In order to qualify for this preference, a resident offeror must: (1) request the preference; and (2) complete "Resident Offeror's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification"). The Certification may not be submitted after the public opening of the bids. By executing the Certification, the offeror -agrees to provide any additional information or documentation requested by the State to confirm the above certifications and statements within five (5) business days of request (including tax filings, banking statements, financial and accounting statements reflecting Offeror's payment of the subject taxes and such other information regarding offeror's management or directors of its business or trade of its principal place of business).

The State will evaluate the quotes in accordance with the award criteria stated in this RFQ to determine the lowest responsible offeror. If the lowest responsible offeror is a North Carolina resident offeror, then there will be no consideration of the price-matching preference. If the lowest responsible quote was submitted by nonresident offeror and there are no North Carolina resident bidders that submitted a price that was within 5% or \$10,000 of the nonresident offeror's price, then none of the North Carolina resident bidders qualified for the price-matching preference and no review of the Resident Offeror's Certifications is required.

If the lowest responsible quote was submitted by nonresident offeror and there are one or more North Carolina resident bidders that submitted a price that was within 5% or \$10,000 of the nonresident offeror's price, then the evaluators shall review the Certification(s) of the resident offeror(s) to determine whether the resident bidders have certified compliance with G.S. § 143-59(c)(1), (3) and the information and documentation provided in or with the Certification supports the resident offeror(s) certifications. The evaluators may seek clarification of the certifications and/or information in a resident offeror's Certification and request documentation (including but not limited to income tax or unemployment tax returns, reports and/or filing (annual and/or quarterly); banking statements or financial/accounting statements reflecting offeror's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding offeror's management or directors of its business or trade of its principal place of business). If the resident offeror's Certification for the price-matching preference is challenged in a protest, the resident offeror shall provide the foregoing information and/or documentation to the State within five (5) business days of receiving a request from the State for such information and/or documentation. Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 16 of the Instructions to Bidders, the State is prohibited from making public disclosures of the offeror's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a protest challenging reside offeror's qualification for the price-matching preference). In order to further preserve the confidentiality of offeror's tax information and documentation provided the State, the offeror shall comply with Paragraph 16 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. After review of the Certification(s) and any clarification, the evaluators shall include in their recommendation for award a finding that the North Carolina resident offeror(s) was or was not qualified for the price-matching preference.

If more than one North Carolina resident offeror qualified for the price-matching preference, then the evaluators shall prioritize the qualified North Carolina resident bidders according to their original quotes, from lowest to highest, so that qualified North Carolina resident offeror that submitted the lowest quote should get the first opportunity to match the quote of the nonresident lowest responsible offeror. If the lowest responsible and qualified North Carolina resident offeror declines to accept contract award, then the contract should be offered to the next lowest qualified North Carolina resident offeror and to continue in this manner until either a qualified North

Carolina resident offeror accepts to contract award or the award is made to nonresident offeror, if no qualified North Carolina resident offeror accepted the award. If two responsible North Carolina resident bidders qualify for the price-matching preference, both had the same quote, then the evaluators may: (1) consider the information provided in these bidders' Certifications or publicly available information to determine, which offeror the contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the contract should be awarded to the resident manufacturer); (2) consider the unemployment rate in the municipality or county where each offeror's principal place of business is located; or (3) seek clarification from the bidders to ascertain the impact on their respective businesses if offered the award of the contract.

If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

If at any time during or after the procurement process (including but not limited to clarifications and resolution of protests), the State determines that: the certifications or information in the Certification were false, substantially inaccurate, materially misleading; or the Offeror failed to provide, within the specified time period, the information and documentation the State requested, then the State may:

- (1) Cancel the resident offeror's contract and/or purchase order that was awarded based on the price-matching preference and resident offeror shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State may incur by awarding the contract to the next lowest offeror;
- (2) Offeror will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Offeror from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the State may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the State.

The contractor shall be in default, if its Certification submitted for a price-matching preference under Executive Order #50 and G.S. § 143-59 was false and/or contained materially misleading or inaccurate information, and/or contractor failed to provide information and documentation requested by the State to substantiate contractor's Certification.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State. The State may take action against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties)..

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

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. 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.
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:** 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 the State 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 the State, 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 and the using agency's internal auditors 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 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of this contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, the State 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 limitations 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 employment 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 or her employees engaged in any work under the contract.
 - b. **Commercial General Liability** - Commercial Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Commercial 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 any such insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under this contract.
17. **YEAR 2000 COMPLIANCE/WARRANTY:** Contractor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, software, or internal components, sub-components, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will continue to operate at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive the 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, including 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 contractor 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 from the preceding sentence shall survive the termination or expiration of this contract.
19. **ELECTRONIC PROCUREMENT (APPLICABLE TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOURCE DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party 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 from award of this contract.

ORDER: _____

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE This applies to all purchase orders issued for the services rendered by the Supplier Manager for the purchase of any item(s) if an item is rejected and returned due to the requirements of the contract.

regardless of the quantity or dollar amount of the purchase order. The transaction fee shall be stated on the invoice. There are no additional fees or charges to the contractor for the purchase of any item(s) returned through no fault of the contractor. Transaction fees are non-refundable and, due to the contractor's failure to perform or comply with specifications or

Contractor or its Authorized Reseller, Supplier Manager. The transaction fee shall be paid by the contractor within thirty (30) days after receipt of the invoice. Payment of the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the date for that portion of the transaction fee has not been received by the Contractor, the Supplier Manager shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic mail), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

Supplier Manager, will be invoiced monthly for the State's transaction fee by the Supplier Manager for purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying specifically any errors in an invoice within thirty (30) days of the receipt of invoice, the Contractor shall have waived its right to later dispute the accuracy and amount of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days of the receipt of the invoice, contractor may request in writing an extension of the invoice payment due date for which payment of the related goods by the governmental purchasing entity 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 mail), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the contractor's user name and password for the Statewide E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract Solicitation, bids received, evaluation and award of contract, and the payment for goods delivered.

the State approved user, including the shipping and payment information, and subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract Solicitation, bids received, evaluation and 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 Service. If a contractor is a corporation 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 Service through its account. If there is a breach of security through the contractor's account, contractor shall change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the Supplier Manager to mitigate and correct any security breach.

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20. **ELECTRONIC PROCUREMENT (APPLICABLE TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacture, product name and a brief description of the goods, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchase of the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, and no costs or expenses shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purpose 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 purpose 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 information that identifies the goods available under the contract. The Supplier Manager shall create and maintain a web-based placement of contract information, where the contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contractor's name, product name, price, and other similar information that it has approved during the course of the contract, to the Supplier Manager immediately upon award of contract.

APPLICABLE TO STATEWIDE TERM CONTRACTS): Within ten (10) calendar days of notice, the contractor shall provide the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacture, product name and a brief description of the goods, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchase of the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, and no costs or expenses shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purpose 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 purpose 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 information that identifies the goods available under the contract. The Supplier Manager shall create and maintain a web-based placement of contract information, where the contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contractor's name, product name, price, and other similar information that it has approved during the course of the contract, to the Supplier Manager immediately upon award of contract.

If the contractor is not the manufacturer of the goods, the contractor 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 contractor shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") who can comply with the provisions of this contract.

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

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21. **CANCELLATION (TERM CONTRACT):** After the effective date of the contract. After that period, in a written agreement between the parties, this contract may be cancelled.

CANCELLATION (EXECUTIVE ORDER): A contract awarded pursuant to Executive Order #50 and G.S. § 143-41.1 is subject to cancellation if the information in Resident Bidder's Certification is inaccurate or misleading. The contractor shall be responsible for the purchase order and the contractor shall be responsible for the goods or equipment.

22. **QUANTITIES (TERM CONTRACT):** The maximum purchases thereunder.

23. **PRICE ADJUSTMENTS (TERM CONTRACT):** All price changes during the contract period must be general.

a. **Notification:** Must be given to the State. Notification shall be accompanied by a written explanation of the nature of the change.

b. **Decreases:** The State shall not be bound to accept a decrease.

c. **Increases:** All prices shall be subject to a request for increase may be submitted by the contractor. Such action by the State shall occur only if the contractor has reserved to evaluate the request for increase. Any increases accepted shall be subject to the State's right to reserve to evaluate the request for increase.

d. **Invoices:** It is understood and agreed that all invoices shall be invoiced as a separate item.

24. **By Executive Order 24**, issued by the Governor, the State Architect, bidder, contractor, consultant, or vendor), to make gifts or to give any other thing of value (i.e., Administration, Commerce, Cultural Resources, Health and Human Services, Information Technology, Justice and Delinquency Prevention, Revenue, and Transportation). This prohibition covers those vendors and contractors who:

- (1) have a contract with a government agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the requirements of Executive Order 24 and the State's policy on gifts, vendors and contractors are encouraged to contact the State Architect.

Executive Order 24 also encourages all vendors and contractors to contact other State Agencies to determine if those agencies have adopted Executive Order 24.

(b) All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in a written agreement between the parties, this contract may be cancelled or in part by either party by giving 30 days prior notice in writing to the other party.

(CANCELLATION (EXECUTIVE ORDER)): A contract awarded to a North Carolina resident bidder pursuant to Executive Order #50 and G.S. § 143-41.1 is subject to cancellation if the Bidder's certification or Price-Matching Preference under Executive Order #50 is false, materially misleading, or results in substantial losses and liability resulting from the cancellation of the contract and/or any other contract. The contractor shall be responsible for any additional costs the State may incur by contracting with another supplier of goods or equipment.

The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

(PRICE ADJUSTMENTS): Any price changes, downward or upward, which might be permitted during the contract period must be general. Notification shall be given to the purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by a written explanation of the nature of the change.

Decreases: The State shall not be bound to accept a decrease. Increases: All prices shall be subject to a request for increase may be submitted by the contractor. Such action by the State shall occur only if the contractor has reserved to evaluate the request for increase. Any increases accepted shall be subject to the State's right to reserve to evaluate the request for increase.

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STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY	REQUEST FOR QUOTES NO. Q16026483
Refer <u>ALL</u> Inquiries to: Angela Wainright Telephone No. 919-743-8234	Quotes will be publicly opened: August 23, 2012 Contract Type: Agency Specific
E-Mail: angela.wainright@ncdps.gov (See page 2 for mailing Instructions.)	Commodity: 725-59 Using Agency Name: Department of Public Safety Agency Requisition No. RQ16026483
(Within two days after notification, the vendor must register in NC E-Procurement @ Your Service (http://vendor.ncgov.com))	

NOTICE TO OFFEROR

Quotes, subject to the conditions made a part hereof, will be received at this office (Division of Purchasing & Logistics) until 2:00 pm on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Quotes are subject to rejection unless submitted on this form.

Please review the new additions to the Instructions for Quotes, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject offeror's quote to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 15 (Award of Contract) and 19 (Protest Procedures) in the Instructions for Quotes, which are required to implement Executive Order 50.

EXECUTION

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, 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 quote prior to submittal shall render quote invalid. Late quotes are not acceptable.

BIDDER: <u>Cellebrite USA, Inc.</u>			
STREET ADDRESS: <u>2666 Harristown Rd, Ste. 105</u>		P.O. BOX:	ZIP:
CITY & STATE & ZIP: <u>Coleen Rock, NJ 07452</u>		TELEPHONE NUMBER: <u>201-848-8552</u>	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):			
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.			
PRINT NAME & TITLE OF PERSON SIGNING: <u>Jennifer Fernandez Forensic Sales Asst</u>		FAX NUMBER: <u>201-848-9182</u>	
AUTHORIZED SIGNATURE: <u>J. Fernandez</u>	DATE: <u>8/22/12</u>	E-MAIL: <u>Jennifer@cellebriteusa.com</u>	

Offer valid for 45 days from date of bid opening unless otherwise stated here: _____ days (See Instructions to Bidders, Item 5). Prompt Payment Discount: _____ % _____ days (See Instructions to Bidders, Item 6).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract 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 STATE USE ONLY
Offer accepted and contract awarded this <u>28</u> day of <u>August</u> , 20 <u>12</u> , as indicated on attached certification, by <u>Angela Wainright</u> (Authorized representative of the Division of Purchasing and Logistics).

BIDDER: Cellebrite U.S.A., Inc.

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 quote document, unless otherwise instructed, and only one quote per envelope. Address envelope and insert quote number as shown below. It is the responsibility of the offeror to have the quote 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>
QUOTE NO. Q16026483 Department of Public Safety Division of Purchasing and Logistics 4227 Mail Service Center Raleigh, NC 27699-4227	QUOTE NO. Q16026483 Department of Public Safety Division of Purchasing and Logistics 3030 Hammond Business Place Raleigh, NC 27603

TABULATIONS: Verbal tabulations of quotes and award information can be obtained by calling the purchaser listed on the first page of this document.

EXECUTIVE ORDER NO. 50 (PRICE-MATCHING PREFERENCE):

Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the nonresident bidder's price. If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

Executive Order #50 applies to procurements from the Governor's Office, Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation), Universities and Community Colleges and all procurements handled by the Division of Purchase and Contract. All other State Agencies are encouraged to implement the requirements of the Executive Order #50 and vendors should contact these State Agencies to determine whether they have adopted and implemented Executive Order #50.

ANY RESIDENT BIDDER REQUESTING THIS PREFERENCE SHOULD CAREFULLY REVIEW PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, WHICH PROVIDES MORE INFORMATION REGARDING THE DEFINITION OF RESIDENT AND NONRESIDENT BIDDERS; THE QUALIFICATION PROCESS FOR GRANTING THE PREFERENCE AND HOW THE CONTRACT WILL BE AWARDED IF THE PREFERENCE IS APPLICABLE.

BIDDER: Celebrite USA, Inc.

ATTENTION: This is an e-procurement solicitation. See paragraph #19 of the attached General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at: <http://eprocurement.nc.gov/>

SCOPE: This is an Agency Specific Term Contract for Department of Public Safety, 12 consecutive months beginning from date of award through August 30, 2013. Quantities are estimates and the State reserves the right to increase or decrease quantities as needed. The State is only responsible for items ordered and received. No Quantities are Guaranteed and will be ordered on an as needed basis. The quantity indicated below is for the initial order. Other Divisions within the Department are eligible to place orders against this contract. The State reserves the right to extend this contract for two additional years in one year increments if deemed to be in the State's best interest.

TRANSPORTATION CHARGES: FOB DESTINATION to various locations throughout North Carolina. The initial order will be delivered to Division of Prisons Administration Raleigh, NC 27603. All transportation charges, including freight, handling and distribution charges, shall be included in your offered price(s)

DELIVERY: The successful bidder will complete delivery within 30 consecutive calendar days after receipt of purchase order, unless otherwise stated here: _____ days. Delivery will be made from _____ (City & State). The State reserves the right to consider the delivery time offered as a factor in the award of contract.

BRAND SPECIFIC: Manufacturer's name and product description used in this solicitation are product specific. The items offered in response to this solicitation must be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support. If you have any questions, please call the purchaser listed on the first page.

PRODUCT RECALL: In submitting this bid, bidder expressly assumes full responsibility for prompt notification to all ordering agencies and the contract administrator of any produce recall in accordance with the applicable state or federal regulations.

FURNISH & DELIVER:

ITEM NO.	QTY.	DESCRIPTION	EXTENDED COST
1.	1	UFED Ruggedized System Ruggedized UFED kit to include the following: All Cables are Included Custom built Rechargeable Battery Shock resistant hard case Rubberized glove-fit dust glove Detachable lightweight pouch 15V AC Power Supply Bluetooth Adapter for Forensic Car Adaptor for Forensic USB Flash Drive for Forensic UFED Owner's Manual UFED Data Port Cleaning Brush UFED DIM Access Card Rugged Charging tips with rapi	\$ <u>7074.⁰⁰</u>

BIDDER: Cellobite USA, Inc

		Rugged SIM Card Reader Rugged Faraday Bag SD card holder Data Connectivity Cable Cable: #BA5590 First Year Logical Software updates, live tech support, warranty and new cables to be included free of charge.	
2.	1	UFED "ULTIMATE" Add-On Module First Year Physical software updates, live tech Support, warranty and new cables to be included free of charge.	\$ <u>3,999⁹⁹</u>
3.	1	Second Year Logical Software updates, live tech support, warranty - OPTIONAL	\$ <u>999⁰⁰</u>
4.	1	Second Year Physical software updates, live tech, support, warranty - OPTIONAL	\$ <u>1,999⁰⁰</u>

Total Cost \$ 14,071⁹⁹ (w/2nd yr license)

or 11,073⁹⁹ with the 2nd yr Option.



Purchase Order No. NC10015330
Title: Cellebrite USA, Inc. - UFED Ruggedized System - RFQ
Q16026483

Issued on Wed, 29 Aug, 2012
 Created on Wed, 29 Aug, 2012 by Ariba System

State Agency Tax Exempt Number: 400057

Supplier:

Cellebrite USA
 266 Harristown Rd., Ste. 105
 Glen Rock, NJ 07452
 United States
 Phone: 1201-848-8552 x117
 Fax: 12018489982
 Contact: Jennifer Fernandez

Ship To:

1
 DIVISION OF PRISONS ADMINISTRATION.
 NC DEPARTMENT OF PUBLIC SAFETY
 831 WEST MORGAN STREET.
 Raleigh, NC 27603-0940
 United States
 Phone: 1919-838-4000
 Fax: 1919-838-4740

Bill To:

19PT
 NCDPS Accounts Payable
 MSC 4220
 2020 Yonkers Road
 Raleigh, NC 27604
 United States
 Phone: 1919-716-3300

Deliver To:

Benjamin R Horrell

Entity Description: Department of Public Safety

ATTN: VENDOR COMMENTS

- **COMMENT by Angela F Wainright on 08/28/2012**
 This purchase order was issued by Angela Wainright, the purchasing agent of record, as per RFQ # Q16026483. Any questions regarding its issuance must be directed to this purchasing agent at 919-743-8234. My email address is: angela.wainright@ncdps.gov (Angela Wainright, Tue, 28 Aug, 2012)

Item	Description	Part Number	Unit	Qty	Need	Unit Price	Tax Amount	Extended Amount(includes tax)
1	RUGG-UFED Ruggedized System with UFED "..."	UFED RUGGEDIZED ULTIMATE	each	1	None	\$11,073.99 USD	\$0.00 USD	\$11,073.99 USD

RUGG-UFED Ruggedized System with UFED "Ultimate" Add-On module
as per RFQ # Q16026483.

Contract Name:
Contract Type: No
Requester: brhorrell
Purchase Order No.: NC10015330
Requisition No.: RQ16026483
Other Costs: \$0.00 USD
Requester: Benjamin R Horrell
Shipping Method: BEST WAY
FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
Terms of Payment: N30
Commodity Code: 730-37 - Forensic Extraction Devices for Cellular Phones, Smartphones and PDAs

Total	\$11,073.99 USD
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Attachments

- ATTACHMENT by **Angela Wainright** on *Tuesday, August 28, 2012 at 1:45 PM*
Cellebrite RFQ Q16026483 Completed.pdf (277659 bytes)

Terms And Conditions of Purchase:

CONDITIONS AND INSTRUCTIONS 1. This purchase order was issued through the Statewide E-Procurement Service and is therefore subject to a fee of 1.75% (.0175) on the total dollar amount of goods (excluding sales tax). The following exemptions apply: (A) Purchases from a term contract that has not yet been implemented on the Statewide E-Procurement Service; (B) Purchases from an agency-specific term contract that has not yet been implemented on the Statewide E-Procurement Service. Note: Fees will be invoiced monthly based on purchase order activity during the prior month. 2. This order is placed subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order. 3. Each shipment must be shipped to the SHIP TO address printed on the face of this order and marked to the attention of the individual, if any, indicated in that address. Each shipment must be labeled plainly with our PURCHASE ORDER number, and must show gross, tare and net weight. 4. Complete packing list must accompany each shipment. 5. Drafts will not be honored. 6. Materials received in excess of quantities specified herein may, at our option, be returned at shipper's expense. Substitutions are not permitted. 7. Invoices in quadruplicate must be mailed on the date of shipment to the INVOICE TO address indicated on the face of this purchase order. Invoices must include the INVOICE TO name and address, the PURCHASE ORDER number, terms of payment and routing. 8. On all invoices subject to discount, the discount period will be calculated from the date a correct invoice is received in this office. 9. Each invoice must be accompanied by the following papers: A. Original bill of lading when shipment is made by freight or express. B. Signed delivery receipt when delivery is made by other means. C. Parcel post insurance when shipment is made by parcel post and value is over \$1.00. 10. In cases where parties other than you ship materials against this order, shipper must be instructed to show our PURCHASE ORDER number on all packages and shipping manifests to insure prompt identification and payment of invoices. 11. By accepting this electronic purchase order, you agree that these CONDITIONS AND INSTRUCTIONS are legally binding.



RQ16906768: Cellebrite USA, Inc. - Logic and Physical Software Combine for One Year, UFED Ruggedized System, RFQ # Q16026483

Issued on Tue, 04 Jun, 2013
 Created on Tue, 04 Jun, 2013 by Benjamin R Horrell

Supplier:
 Cellebrite USA
 266 Harristown Rd., Ste. 105
 Glen Rock, NJ 07452
 United States
 Phone: 1201-848-8552 x117
 Fax: 12018489982
 Contact: Jennifer Fernandez

Ship To:
 1
 DIVISION OF PRISONS ADMINISTRATION.
 NC DEPARTMENT OF PUBLIC SAFETY
 831 WEST MORGAN STREET.
 Raleigh, NC 27603-0940
 United States
 Phone: 1919-838-4000
 Fax: 1919-838-4740

Bill To:
 19PT
 NCDPS Accounts Payable
 MSC 4220
 2020 Yonkers Road
 Raleigh, NC 27604
 United States
 Phone: 1919-716-3300

Deliver To:
 Benjamin R Horrell

Entity Description: Department of Public Safety

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
1	Logic and Physical Software Combine for One ... Logic and Physical Software Combine for One Year (RUGG-UFED Ruggedized System with UFED "Ultimate" Add-On module as per RFQ # Q16026483) ITEM#: SWLP-1	5578241	each	1	None	\$3,098.00 USD	\$0.00 USD	\$3,098.00 USD

Company: 1901
 Account: 535120
 Center: 13051309

Contract Name:
 Contract Type: No
 Order No.: NC10077210
 Other Costs: \$0.00 USD
 Shipping Method: BEST WAY
 FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
 Terms of Payment: N30

Total \$3,098.00 USD

Status: Received

Approvals					
Required?	Status	Reason	Approver	Approved By	Date
Required	Approved	Required agency approver	Susie E Creech	Susie E Creech	Wed, 05 Jun, 2013
Required	Approved	IT Approver must Approve all IT Purchases	DPS IT Approver	1015 MIS - Robert Brinson	Wed, 05 Jun, 2013
Required	Approved	DPSITApprover	DPS PA-Service	Nicole A Hunter	Thu, 06 Jun, 2013

eRequisition Comments

- Benjamin R Horrell, 06/04/2013:
 REQUEST: Jerry Crawford
 DELIVER: Jerry Crawford
 PURPOSE: License renewal for Cellebrite UFED System
 JUSTIFICATION: Renewal of the license for the Cellebrite UFED system to continue receiving software / hardware updates, to allow continuance of forensic downloading of confiscated cell phones, and continue the gathering of intelligence. (Benjamin R Horrell, Tue, 04 Jun, 2013)
 - Nicole A Hunter, 06/06/2013:
 This purchase order was issued by Nicole Hunter, the Purchasing Agent of record. Any questions regarding its issuance must be directed to the Purchasing Agent at (919) 743-8212, or nicole.hunter@ncdps.gov
- This is in accordance with vendor quote, OL1088552, attached. (Nicole A Hunter, Thu, 06 Jun, 2013)



Purchase Order No. NC10077210
Title: Cellebrite USA, Inc. - Logic and Physical Software
Combine for One Year, UFED Ruggedized System, RFQ #
Q16026483

Issued on Thu, 06 Jun, 2013
 Created on Thu, 06 Jun, 2013 by Ariba System

State Agency Tax Exempt Number: 400057

Supplier:

Cellebrite USA
 266 Harristown Rd., Ste. 105
 Glen Rock, NJ 07452
 United States
 Phone: 1201-848-8552 x117
 Fax: 12018489982
 Contact: Jennifer Fernandez

Ship To:

1
 DIVISION OF PRISONS ADMINISTRATION.
 NC DEPARTMENT OF PUBLIC SAFETY
 831 WEST MORGAN STREET.
 Raleigh, NC 27603-0940
 United States
 Phone: 1919-838-4000
 Fax: 1919-838-4740

Deliver To:

Benjamin R Horrell

Bill To:

19PT
 NCDPS Accounts Payable
 MSC 4220
 2020 Yonkers Road
 Raleigh, NC 27604
 United States
 Phone: 1919-716-3300

Entity Description: Department of Public Safety

ATTN: VENDOR COMMENTS

- Nicole A Hunter, 06/06/2013:
 This purchase order was issued by Nicole Hunter, the Purchasing Agent of record. Any questions regarding its issuance must be directed to the Purchasing Agent at (919) 743-8212, or nicole.hunter@ncdps.gov

This is in accordance with vendor quote, OL1088552, attached. (Nicole A Hunter, Thu, 06 Jun, 2013)

Item Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
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1 **Logic and Physical Software Combine for One ...** 5578241 each 1 None \$3,098.00 \$0.00 USD \$3,098.00 USD
USD

Logic and Physical Software Combine for One Year (RUGG-UFED Ruggedized System with UFED "Ultimate" Add-On module as per RFQ # Q16026483)
ITEM#: SWLP-1

Contract Name:

Contract Type: No

Requester: brhorrell

Purchase Order No.: NC10077210

Requisition No.: RQ16906768

Other Costs: \$0.00 USD

Requester: Benjamin R Horrell

Shipping Method: BEST WAY

FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.

Terms of Payment: N30

Commodity Code: 208-80 - Software, Microcomputer (Not Otherwise Classified)

Total \$3,098.00 USD

Attachments

- ATTACHMENT by **Benjamin R Horrell** on *Tuesday, June 4, 2013 at 10:47 AM*
QUOTE Cellebrite USA Inc, License Renewal.pdf (139628 bytes)

Terms And Conditions of Purchase:

CONDITIONS AND INSTRUCTIONS 1. This purchase order was issued through the Statewide E-Procurement Service and is therefore subject to a fee of 1.75% (.0175) on the total dollar amount of goods (excluding sales tax). The following exemptions apply: (A) Purchases from a term contract that has not yet been implemented on the Statewide E-Procurement Service; (B) Purchases from an agency-specific term contract that has not yet been implemented on the Statewide E-Procurement Service. Note: Fees will be invoiced monthly based on purchase order activity during the prior month. 2. This order is placed subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order. 3. Each shipment must be shipped to the SHIP TO address printed on the face of this order and marked to the attention of the individual, if any, indicated in that address. Each shipment must be labeled plainly with our PURCHASE ORDER number, and must show gross, tare and net weight. 4. Complete packing list must accompany each shipment. 5. Drafts will not be honored. 6. Materials received in excess of quantities specified herein may, at our option, be returned at shipper's expense. Substitutions are not permitted. 7. Invoices in quadruplicate must be mailed on the date of shipment to the INVOICE TO address indicated on the face of this purchase order. Invoices must include the INVOICE TO name and address, the PURCHASE ORDER number, terms of payment and routing. 8. On all invoices subject to discount, the discount period will be calculated from the date a correct invoice is received in this office. 9. Each invoice must be accompanied by the following papers: A. Original bill of lading when shipment is made by freight or express. B. Signed delivery receipt when delivery is made by other means. C. Parcel post insurance when shipment is made by parcel post and value is over \$1.00. 10. In cases where parties other than you ship materials against this order, shipper must be instructed to show our PURCHASE ORDER number on all packages and shipping manifests to insure prompt identification and payment of invoices. 11. By accepting this electronic purchase order, you agree that these CONDITIONS AND INSTRUCTIONS are legally binding.



Universal Forensic Products

266 Harristown Road, Suite 105
Glen Rock, NJ 07452
Tel: 201-848-1804
Fax: 201-848-9982

March 8, 2012

Attn: Trish Deal

This letter identifies Cellebrite USA, Corporation as the sole developer and provider of the UFED Ruggedized Forensic System. Cellebrite USA Corporation was established in 1999. Cellebrite USA is incorporated in state of Delaware and our U.S. & Canadian operations are based in Glen Rock, NJ.

With over 55 carriers in the U.S. and over 80 worldwide we are the exclusive provider of mobile synchronization systems for Verizon Wireless, AT&T, Sprint/Nextel, T-Mobile, Metro PCS, Western Wireless, US Cellular, Cricket Communications as well as thousands of privately held cellular retailers.

The Cellebrite UFED Ruggedized System is the only portable, hand-held, cellular exploitation device worldwide that requires no PC or associated phone drivers. With the ability to extract actionable data in real-time, it is self-powered by an internal rechargeable battery, facilitating truly untethered operation in even the most remote locations. The UFED Ruggedized system will quickly extract phonebook, pictures, videos, SMS messages, calls histories, ESN/IMEI information, and deleted SMS/call histories off the SIM/USIM for rapid analysis. Cellebrite supports all the major technologies (TDMA, CDMA, GSM, IDEN) including, Smartphone operating systems and PDAs (Apple iPhone, Blackberry, Google Android, Microsoft Mobile, Palm and Symbian) for over 95% of all handset models worldwide.

Cellebrite's competitive advantage is its field-proven portability, extraction speed, intuitive user interface that is operable with little to no training. With our exclusive nationwide carrier agreements we are receiving pre-production handsets and source codes from the cell phone manufacturers 6 months prior to retail launch which is a major advantage for research and development.

With over 75,000 units sold worldwide and hundreds of thousands of end-users, our products have been deployed reliably and effectively throughout the world for both commercial data synchronization and forensic data analysis. Our forensic customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

Please feel free to contact us with any questions.

Regards,

Jason Rogers
VP of Sales

Tax ID: [REDACTED] • DUNS: 033095568 • CAGE: 4C9Q7
Small Business • ORCA Registration Complete



Quotation

Cellebrite USA, Corp.
266 Harristown Rd.
Ste. 105
Glen Rock, NJ 07452

Tel.: 201-848-8552
 Fax: 201-848-9982
 Fax ID: [REDACTED]

Order #	OL1088552
Quote Date	June 3, 2013
Good Thru	July 3, 2013

Quoted To:

NC Dept of Public Safety
 831 West Morgan Street
 Raleigh, North Carolina 27699

Contact: Jerry Crawford
Phone #: 919-838-3573

Quantity	Item	Description	Unit Cost	Price
1.00	SWLP-1	Logic and Physical Software Combine for One Year 5578241	\$3098.00	\$3098.00
			Subtotal	\$3098.00
			Total	\$3098.00
			Amount Paid	\$0.00
			Balance Due	\$3098.00

Please include the following info on your PO for the Cellebrite UPED purchase
 1. Please include the ORIGINAL QUOTE NUMBER (For example - OL1037231) on your PO
 2. CONTACT NAME & NUMBER of individual purchasing and bill to address
 3. E-MAIL ADDRESS of END USER for monthly software updates as this is critical for future functionality



RQ16922882-V2: CELLBRITE SOFTWARE UPGRADE FOR TELEPHONE INVESTIGATORS

Issued on Wed, 10 Jul, 2013
 Created on Wed, 10 Jul, 2013 by RAYMOND A HIBBITT

Supplier:
 Cellebrite USA
 266 Harristown Rd., Ste. 105
 Glen Rock, NJ 07452
 United States
 Phone: 1201-848-8552 x117
 Fax: 12018489982
 Contact: Jennifer Fernandez

Ship To:
 435
 2005: DOP FACILITY SERV/SEC.
 NC DEPARTMENT OF PUBLIC SAFETY
 840 WEST MORGAN STREET.
 RALEIGH, NC 27603
 United States
 Phone: 1919-838-4000
 Fax: 1919-838-4740

Bill To:
 19PT
 NCDPS Accounts Payable
 MSC 4220
 2020 Yonkers Road
 Raleigh, NC 27604
 United States
 Phone: 1919-716-3300

Deliver To:
 RAYMOND A HIBBITT

Entity Description: Department of Public Safety

Contract Name:
 Contract Type: No
 Order No.: NC10080983-V2
 Other Costs: \$0.00 USD
 Shipping Method: BEST WAY
 FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
 Terms of Payment: N30

Item	Action	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
1	Modified	LOGICAL SOFTWARE UPGRADE	SWUF-1	dollar	999	None	\$1.00 USD	\$0.00 USD	\$999.00 USD
LOGICAL SOFTWARE UPGRADE									

Company: 1902
 Account: 534713
 Center: 2301

Item	Action	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
2	Modified	SW UPGRADE - Yr1 Physical UFED	SWPHUFED-1	each	1	None	\$1,999.99 USD	\$0.00 USD	\$1,999.99 USD
SW UPGRADE - Yr1 Physical UFED									

Company: 1902
 Account: 534713
 Center: 2301

Total	\$2,998.99 USD
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Changes

- Line Item 1, Payment Basis changed from Signature to PO
- eRequisition Order Transmitted to Supplier? changed from Yes to No
- eRequisition Bypass Approval Flow? changed from No to Yes
- Line Item 1, Transmit To Supplier? changed from Yes to No
- Line Item 2, Transmit To Supplier? changed from Yes to No
- eRequisition TimeCreated changed from Wed, 12 Jun, 2013 to Wed, 10 Jul, 2013
- eRequisition TimeUpdated changed from Wed, 10 Jul, 2013 to Wed, 10 Jul, 2013

Status: Received

Approvals
No Approval Requests

eRequisition Comments

- Nicole A Hunter, 06/25/2013:
This purchase order was issued by Nicole Hunter, the Purchasing Agent of record. Any questions regarding its issuance must be directed to the Purchasing Agent at (919) 743-8212, or nicole.hunter@ncdps.gov

This is in accordance with vendor quote, attached. (Nicole A Hunter, Tue, 25 Jun, 2013)
- Sidra D Owens, 07/10/2013:
change order issued to remove payment basis from signature to po basis. (Sidra Owens, Wed, 10 Jul, 2013)



CHANGED: Order No. NC10080983-V2
Title: CELLBRITE SOFTWARE UPGRADE FOR TELEPHONE INVESTIGATORS

Issued on Wed, 10 Jul, 2013
 Created on Wed, 10 Jul, 2013 by Ariba System

State Agency Tax Exempt Number: 400057

Supplier:

Cellebrite USA
 266 Harristown Rd., Ste. 105
 Glen Rock, NJ 07452
 United States
 Phone: 1201-848-8552 x117
 Fax: 12018489982
 Contact: Jennifer Fernandez

Ship To:

435
 2005: DOP FACILITY SERV/SEC.
 NC DEPARTMENT OF PUBLIC SAFETY
 840 WEST MORGAN STREET.
 RALEIGH, NC 27603
 United States
 Phone: 1919-838-4000
 Fax: 1919-838-4740

Deliver To:

RAYMOND A HIBBITT

Bill To:

19PT
 NCDPS Accounts Payable
 MSC 4220
 2020 Yonkers Road
 Raleigh, NC 27604
 United States
 Phone: 1919-716-3300

Entity Description: Department of Public Safety

Contract Name:

Contract Type: No

Requester: rahibbitt

Purchase Order No.: NC10080983-V2

Requisition No.: RQ16922882-V2

Other Costs: \$0.00 USD

Requester: RAYMOND A HIBBITT

Shipping Method: BEST WAY

FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.

Terms of Payment: N30

ATTN: VENDOR COMMENTS

- Nicole A Hunter, 06/25/2013:
 This purchase order was issued by Nicole Hunter, the Purchasing Agent of record. Any questions regarding its issuance must be directed to the Purchasing Agent at (919) 743-8212, or nicole.hunter@ncdps.gov

This is in accordance with vendor quote, attached. (Nicole A Hunter, Tue, 25 Jun, 2013)

Item	Action	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
1	Modified	LOGICAL SOFTWARE UPGRADE	SWUF-1	dollar	999	None	\$1.00 USD	\$0.00 USD	\$999.00 USD

LOGICAL SOFTWARE UPGRADE

Commodity Code: 967-28 - Computer Hardware and Software Manufacturing Services

Item	Action	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
2	Modified	SW UPGRADE - Yr1 Physical UFED	SWPHUFED- 1	each	1	None	\$1,999.99 USD	\$0.00 USD	\$1,999.99 USD

SW UPGRADE - Yr1 Physical UFED

Commodity Code: 208-11 - Application Software, Microcomputer

								Total	\$2,998.99 USD
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Attachments

- ATTACHMENT by **RAYMOND A HIBBITT** on *Wednesday, June 12, 2013 at 9:29 AM*
CELLBRITE UPGRADE.pdf (40489 bytes)


Changes

- Line Item 1, Payment Basis changed from Signature to PO
- ERP Order Order Transmitted to Supplier? changed from Yes to No
- Line Item 1, ARRA Funds changed from No to No
- Line Item 1, Transmit To Supplier? changed from Yes to No
- Line Item 2, ARRA Funds changed from No to No
- Line Item 2, Transmit To Supplier? changed from Yes to No
- ERP Order TimeCreated changed from Tue, 25 Jun, 2013 to Wed, 10 Jul, 2013

Terms And Conditions of Purchase:

CONDITIONS AND INSTRUCTIONS 1. This purchase order was issued through the Statewide E-Procurement Service and is therefore subject to a fee of 1.75% (.0175) on the total dollar amount of goods (excluding sales tax). The following exemptions apply: (A) Purchases from a term contract that has not yet been implemented on the Statewide E-Procurement Service; (B) Purchases from an agency-specific term contract that has not yet been implemented on the Statewide E-Procurement Service. Note: Fees will be invoiced monthly based on purchase order activity during the prior month. 2. This order is placed subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order. 3. Each shipment must be shipped to the SHIP TO address printed on the face of this order and marked to the attention of the individual, if any, indicated in that address. Each shipment must be labeled plainly with our PURCHASE ORDER number, and must show gross, tare and net weight. 4. Complete packing list must accompany each shipment. 5. Drafts will not be honored. 6. Materials received in excess of quantities specified herein may, at our option, be returned at shipper's expense. Substitutions are not permitted. 7. Invoices in quadruplicate must be mailed on the date of shipment to the INVOICE TO address indicated on the face of this purchase order. Invoices must include the INVOICE TO name and address, the PURCHASE ORDER number, terms of payment and routing. 8. On all invoices subject to discount, the discount period will be calculated from the date a correct invoice is received in this office. 9. Each invoice must be accompanied by the following papers: A. Original bill of lading when shipment is made by freight or express. B. Signed delivery receipt when delivery is made by other means. C. Parcel post insurance when shipment is made by parcel post and value is over \$1.00. 10. In cases

where parties other than you ship materials against this order, shipper must be instructed to show our PURCHASE ORDER number on all packages and shipping manifests to insure prompt identification and payment of invoices. 11. By accepting this electronic purchase order, you agree that these CONDITIONS AND INSTRUCTIONS are legally binding.

Cellebrite USA, Inc. 
 266 Harristown Rd.
 Ste. 105
 Glen Rock, NJ 07452

Quote

Quote Number:

Q-12153-K

Quote Date:

3/15/2013

Tel: 201-848-8552

Fax: 201-848-9982

Tax ID#: 

Quote to:

Department Of Corrections
 2020 Yonkers Rd

Raleigh, North Carolina 27699


Contact: Trish Deal

Phone #: 919-838-3522

Quote Ship to:

Department Of Corrections
 2020 Yonkers Rd

Raleigh, North Carolina 27699

Customer ID	Good Thru	Payment Terms	Sales Rep	
DEPTOFCORRECT-2020	6/30/2013	Net 30	Chris Dinkelmeyer	
Quantity	Item	Description	List Price	Ext. Price
1	UFEDPHY-USBKEY-RPL	Physical USB Dongle Replacmnt	\$0.00	\$0.00
1	SWUF-1	Logical Software Upgrade - One Year	\$999.00	\$999.00
1	SWPHUFED-1	SW Upgrade -Yr1-Physical UFED	\$1,999.99	\$1,999.99
		12 month extension SN#  New expiration date 6-15-2014		

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Glen Rock, NJ, USA; Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://www.cellebrite.com/us/tc>)

Subtotal:	\$2,998.99
S&H Amount:	
Sales Tax:	\$0.00
Total:	\$2,998.99



RQ16983182: Cellebrite software upgrades & support for one year; from Cellebrite - Paul Spyrison (MIS). Item: SWUF-1

Issued on Thu, 11 Jul, 2013
 Created on Thu, 11 Jul, 2013 by Venkataraman Sridaran

Supplier:

Cellebrite USA
 266 Harristown Rd., Ste. 105
 Glen Rock, NJ 07452
 United States
 Phone: 1201-848-8552 x117
 Fax: 12018489982
 Contact: Jennifer Fernandez

Ship To:

405
 1015: INFORMATION RESOURCES
 NC DEPARTMENT OF PUBLIC SAFETY
 2020 YONKERS ROAD
 RALEIGH, NC 27604
 United States
 Phone: 1919-716-3500
 Fax: 1919-716-3972

Bill To:

19PT
 NCDPS Accounts Payable
 MSC 4220
 2020 Yonkers Road
 Raleigh, NC 27604
 United States
 Phone: 1919-716-3300

Deliver To:

Paul Spyrison

Entity Description: Department of Public Safety

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
1	Cellebrite Software - upgrades & support for ...		each	1	None	\$999.00 USD	\$0.00 USD	\$999.00 USD

Cellebrite Software - upgrades & support for one year; quote #: OL1097344 from Cellebrite - Paul Spyrison (MIS). Item: SWUF-1

Term Expires: 7.29.14

Company: 1901
 Account: 534714
 Center: 11001140

Contract Name:
 Contract Type: No
 Order No.: NC10088146
 Other Costs: \$0.00 USD
 Shipping Method: BEST WAY
 FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
 Terms of Payment: N30

Total \$999.00 USD

Status: Received

Approvals					
Required?	Status	Reason	Approver	Approved By	Date
Required	Approved	Required agency approver	1015 MIS - Robert Brinson	1015 MIS - Robert Brinson	Tue, 16 Jul, 2013
Required	Approved	IT Approver must Approve all IT Purchases	DPS IT Approver	1015 MIS - Robert Brinson	Tue, 16 Jul, 2013
Required	Approved	DPSPACSAApprover	DPS PA-Comm&Svc	Nicole A Hunter	Fri, 26 Jul, 2013

eRequisition Comments

- Venkataraman Sridaran, 07/11/2013:
Renewal - Cellebrite software upgrades & support for one year; quote #: OL1097344 from Cellebrite - Paul Spyrison (MIS).
Item: SWUF-1.
Attached is the quote from the vendor. (Venkataraman Sridaran, Thu, 11 Jul, 2013)
- Nicole A Hunter, 07/26/2013:
This purchase order was issued by Nicole Hunter, the Purchasing Agent of record. Any questions regarding its issuance must be directed to the Purchasing Agent at (919) 743-8212, or nicole.hunter@ncdps.gov

This is in accordance with vendor quote, attached. (Nicole A Hunter, Fri, 26 Jul, 2013)



Purchase Order No. NC10088146
Title: Cellebrite software upgrades & support for one year; from Cellebrite - Paul Spyrison (MIS). Item: SWUF-1

Issued on Fri, 26 Jul, 2013
 Created on Fri, 26 Jul, 2013 by Ariba System

State Agency Tax Exempt Number: 400057

Supplier:

Cellebrite USA
 266 Harristown Rd., Ste. 105
 Glen Rock, NJ 07452
 United States
 Phone: 1201-848-8552 x117
 Fax: 12018489982
 Contact: Jennifer Fernandez

Ship To:

405
 1015: INFORMATION RESOURCES
 NC DEPARTMENT OF PUBLIC SAFETY
 2020 YONKERS ROAD
 RALEIGH, NC 27604
 United States
 Phone: 1919-716-3500
 Fax: 1919-716-3972

Bill To:

19PT
 NCDPS Accounts Payable
 MSC 4220
 2020 Yonkers Road
 Raleigh, NC 27604
 United States
 Phone: 1919-716-3300

Deliver To:

Paul Spyrison

Entity Description: Department of Public Safety

ATTN: VENDOR COMMENTS

- Venkataraman Sridaran, 07/11/2013:
 Renewal - Cellebrite software upgrades & support for one year; quote #: OL1097344 from Cellebrite - Paul Spyrison (MIS). Item: SWUF-1.
 Attached is the quote from the vendor. (Venkataraman Sridaran, Thu, 11 Jul, 2013)
- Nicole A Hunter, 07/26/2013:
 This purchase order was issued by Nicole Hunter, the Purchasing Agent of record. Any questions regarding its issuance must be directed to the Purchasing Agent at (919) 743-8212, or nicole.hunter@ncdps.gov

This is in accordance with vendor quote, attached. (Nicole A Hunter, Fri, 26 Jul, 2013)

Item Description	Part	Unit	Qty	Need	Unit	Tax Amount	Extended Amount(includes tax)
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	Number	By	Price
1	Cellebrite Software - upgrades & support for ...	each 1	None \$999.00 \$0.00 USD \$999.00 USD
<p>Cellebrite Software - upgrades & support for one year; quote #: OL1097344 from Cellebrite - Paul Spyrison (MIS). Item: SWUF-1</p> <p>Term Expires: 7.29.14</p> <p>Contract Name: Contract Type: No Requester: vsridaran Purchase Order No.: NC10088146 Requisition No.: RQ16983182 Other Costs: \$0.00 USD Requester: Venkataraman Sridaran Shipping Method: BEST WAY FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims. Terms of Payment: N30 Commodity Code: 204-29 - Data/File Security Hardware/Software, to Include Encryption</p>			
Total			\$999.00 USD

Attachments

- ATTACHMENT by **Nicole A Hunter** on *Friday, July 26, 2013 at 5:17 PM*
 Quote - RQ16983182 Cellebrite.pdf (90965 bytes)

Terms And Conditions of Purchase:

CONDITIONS AND INSTRUCTIONS 1. This purchase order was issued through the Statewide E-Procurement Service and is therefore subject to a fee of 1.75% (.0175) on the total dollar amount of goods (excluding sales tax). The following exemptions apply: (A) Purchases from a term contract that has not yet been implemented on the Statewide E-Procurement Service; (B) Purchases from an agency-specific term contract that has not yet been implemented on the Statewide E-Procurement Service. Note: Fees will be invoiced monthly based on purchase order activity during the prior month. 2. This order is placed subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order. 3. Each shipment must be shipped to the SHIP TO address printed on the face of this order and marked to the attention of the individual, if any, indicated in that address. Each shipment must be labeled plainly with our PURCHASE ORDER number, and must show gross, tare and net weight. 4. Complete packing list must accompany each shipment. 5. Drafts will not be honored. 6. Materials received in excess of quantities specified herein may, at our option, be returned at shipper's expense. Substitutions are not permitted. 7. Invoices in quadruplicate must be mailed on the date of shipment to the INVOICE TO address indicated on the face of this purchase order. Invoices must include the INVOICE TO name and address, the PURCHASE ORDER number, terms of payment and routing. 8. On all invoices subject to discount, the discount period will be calculated from the date a correct invoice is received in this office. 9. Each invoice must be accompanied by the following papers: A. Original bill of lading when shipment is made by freight or express. B. Signed delivery receipt when delivery is made by other means. C. Parcel post insurance when shipment is made by parcel post and value is over \$1.00. 10. In cases where parties other than you ship materials against this order, shipper must be instructed to show our PURCHASE ORDER number on all packages and shipping manifests to insure prompt identification and payment of invoices. 11. By accepting this electronic purchase order, you agree that these CONDITIONS AND INSTRUCTIONS are legally

binding.

Cellebrite USA, Inc.
 266 Harristown Rd.
 Ste. 105
 Glen Rock, NJ 07452

Quote

Quote Number:

Q-17735-L

Quote Date:

7/26/2013

Tel: 201-848-8552
 Fax: 201-848-9982
 Tax ID#: [REDACTED]

Quote to:

Department Of Corrections
 2020 Yonkers Rd

Raleigh, NC 27699

Contact: Trish Deal

Phone #: 919-838-3522

Quote Ship to:

Department Of Corrections
 2020 Yonkers Rd

Raleigh, North Carolina 27699

Customer ID	Good Thru	Payment Terms	Sales Rep	
DEPTOFCORRECT-2020	10/31/2013	Net 30	Chris Dinkelmeyer	
Quantity	Item	Description	List Price	Ext. Price
1	SWUF-1	Logical License Upgrade - One Year	\$999.00	\$999.00
		12 month extension SN# [REDACTED] New expiration date 7-29-2014		

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

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- Shipping: FCA, Glen Rock, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
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- Complete Terms and conditions of sale available upon request (or available at: <http://www.cellebrite.com/us/tc>)

Subtotal:	\$999.00
S&H Amount:	
Sales Tax:	\$0.00
Total:	\$999.00