

REQUEST FOR BIDS

By: North Central Regional Planning Commission
109 N. Mill St., P.O. Box 565
Beloit, KS 67420
Tel: (785) 738-2218 FAX: (785) 738-2185

Fiscal Agent for: Northeast, Southeast & North Central Kansas
Regional Homeland Security Councils

Project Funding: FY25 – NE2 AG - Mesonet MS & CF
FY25 NC Kansas Mesonet Weather Station Project
FY25 SE KANSAS MESONET WEATHER STATION PROJECT

The North Central Regional Planning Commission (NCRPC), acting as fiscal agent for the NORTHEAST, SOUTHEAST AND NORTH CENTRAL Homeland Security Council, hereby invites you to submit a sealed bid on the goods and services described below. A complete background on the NCRPC and the procurement process it follows can be seen by going to <http://www.ncrpc.org>.

Instructions:

1. The NORTHEAST, SOUTHEAST and NORTH CENTRAL Kansas Regional Homeland Security Council wishes to acquire Mesonet station equipment.
2. If an equivalent item is offered as a substitute, that item must be clearly identified and specifications provided. Such substitute products will be accepted only if they can be shown to function at a level equal to or better than that specified and then only if the product is satisfactory to the end-user. The NCRPC & Project Committee reserves the right to determine equivalency.
3. Sealed bids will be accepted until **2:00 PM, C.T. JUNE 12TH, 2026**. At that time, all bids received will be publicly opened and read aloud. A list of all bidders and their respective bids will be posted in most cases; the day after the announced bid opening on the NCRPC website. This information will remain posted for approximately one (1) week or until either the Contract or Purchase Order has been accepted by the vendor providing the lowest and/or best bid that meets the specifications for the product or services requested.

All bids must be clearly labeled “Bid for FY25 – NE2 AG - Mesonet MS & CF/ FY25 NC Kansas Mesonet Weather Station Project/ FY25 SE KANSAS MESONET WEATHER STATION PROJECT”

4. and mailed to:

North Central Regional Planning Commission
Attn: Kristina Harrison
109 N. Mill St., P.O. Box 565
Beloit, KS 67420

The NCRPC office is served by FedEx, UPS and USPS with deliveries occurring irregularly between 9:00 AM and 3:00 PM. “Next Day Delivery” does not guarantee delivery by the deadline and all bids received after the stated deadline will be rejected and returned unopened. Bids submitted by E-mail or FAX **will be** accepted. Changes or modifications to written bids will be accepted by electronic means, but only if the change or modification is received prior to the bid deadline and then only if it does not reveal the base value being adjusted. Hardcopy, written confirmation of the value change/modification must be received within two (2) days after the closing date; otherwise no consideration will be given to the electronic modification.

5. All bids must remain valid for a minimum of thirty (30) days.
6. Procurement questions and product/service specification are to be directed to Lisa Peters at hlscoordinator@ncrpc.org **AND** Kristina Harrison at hlsassistant@ncrpc.org.
7. This Request for Bids has been published on the NCRPC website (www.ncrpc.org) and on the Kansas Register.
8. The product(s) are to shipped to the following address:

Christopher Redmond
 Kansas State University
 2004 Throckmorton Plant Sciences Center
 1712 Claflin Rd.
 Manhattan, KS 66506

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
30 foot triangular aluminum tower		<u>5</u>	\$ _____	\$ _____

- Durable three section instrumentation tower with an adjustable top mast.
- Hardened drawn 6063-T832 aluminum tower.
- Pipe Outer Diameter:
 - 2.5cm(1in.) for vertical pipe.
 - 0.953cm(0.375in.) for cross cross support pipe.
- Top 3m section – 2.5cm(1in.) OD aluminum tubing.
- Side width 25.7cm(10.1in.) center line.
- Center 3m section - 2.5cm(1in.) OD aluminum tubing.
- Side width 33.3cm(13.1in.) center line.
- Bottom 3m section – 3.175cm(1.25in.) OD aluminum tubing.
- Side width 43.2cm(17in.) center line

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Tower Base Mounting Kit for 30 foot tower		<u>5</u>	\$ _____	\$ _____

- Base hardware to secure above 30 foot tower in a four foot cubed block of concrete.
- Steel tube Base w/ 3 hinge connection assembly.
- Steel Tubes to accept 3/8 in grade 5 bolts w/ 7.6cm (3in.) washer.
 - Diameter - 3.175cm (1.25in.).

- Length - 121.92cm (48in.).
- Wall Thickness 2.11mm (0.083in.).
- Steel Sleeves – Diameter 3.175cm (1.25in.).
 - Length – 15.24cm (6in.).
 - Wall Thickness 2.11cm (0.083in.).
- Welded Steel Side Plates. Dimensions – 25.4x3.81x0.635cm(10x1.5x0.25)

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Tower grounding kit		<u>7</u>	\$ _____	\$ _____

- Grounding kit to minimize impact of lightning strikes to tower and ground datalogger/enclosure efficiently.
- Consists of:
 - 1-aluminum lighting rod.
 - 1 – Lighting Clamp 3/8 x 1/2.
 - 1 - Ground Rod Bonded Copper 1/2 dia. x 5ft long .
 - 1 – Ground Rod Clamp 1/2.
 - 1 – 12AWG Green Wire, THHN INS Copper Solid.
 - 1 – 4AWG Wire, THHN INS Copper Stranded

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Wind speed and direction sensor (5 meter cable)		<u>4</u>	\$ _____	\$ _____

- Lightweight, sturdy instrument for measuring wind speed and direction in harsh environments.
- All in one wind monitor that is composed:
 - Four-blade helicoid-shaped propeller to measure wind speed from a transducer coil by a six-pole magnet mounted on the propeller shaft.
 - Fuselage-shaped sensor body that points it into the wind and measures wind direction with an internal potentiometer.
- Operating Temperature Range: -50° to +50°C (assuming non-riming conditions)
- Mounting Pipe Description: - 34 mm (1.34 in.) OD
- Standard 1.0-in. IPS schedule 40
- Housing Diameter: - 5 cm (2.0 in.)
- Propeller Diameter: - 18 cm (7.1 in.)
- Range: 0 to 100 m/s (0 to 224 mph)
- Accuracy: - ±0.3 m/s (±0.6 mph) or 1% of reading
- Starting Threshold: 1.0 m/s (2.2 mph)
- 90 Hz (1800 rpm) = 8.8 m/s (19.7 mph)
- Resolution (0.0980 m s-1) / (scan rate in seconds) or (0.2192 mph) / (scan rate in seconds)
- Mechanical Range: 0 to 360°
- Electrical Range: 355° (5° open)
- Accuracy: ±3°
- Output Analog dc voltage from potentiometer (resistance 10 kohm)

- Life expectancy: 50 million revolutions.
- Bearings: stainless steel
- Voltage - Power switched excitation voltage supplied by data logger
- Tinned cable wire for datalogger connection

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.8 meter aluminum crossarm with mounting hardware		<u>4</u>	\$ _____	\$ _____

- Cross arm that fits to tower and attaches the solar radiation and wind speed/direction sensor to the tower.
- Mounting should consist of a 304 stainless steel brackets with stainless steel u-bolts and hardware.
- Crossarm should be made of 1 inch IPS anodized aluminum pipe with:
 - Diameter: 3.34 cm (1.315")
 - Pipe Length 1.8 m (6 ft)
 - Weight: 2.27 kg (5 lb)

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
0.6 meter aluminum crossarm with mounting hardware		<u>11</u>	\$ _____	\$ _____

- Cross arm that fits to tower and attaches the solar radiation and wind speed/direction sensor to the tower.
- Mounting should consist of a 304 stainless steel brackets with stainless steel u-bolts and hardware.
- Crossarm should be made of 1 inch IPS anodized aluminum pipe with:
 - Diameter: 3.34 cm (1.315")
 - Pipe Length 0.6 m (2 ft)
 - Weight: 1.04 kg (2.3 lb)

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
0.9 meter aluminum crossarm with mounting hardware		<u>4</u>	\$ _____	\$ _____

- Cross arm that fits to tower and attaches the solar radiation and wind speed/direction sensor to the tower.
- Mounting should consist of a 304 stainless steel brackets with stainless steel u-bolts and hardware.
- Crossarm should be made of 1 inch IPS anodized aluminum pipe with:
 - Diameter: 3.34 cm (1.315")
 - Pipe Length 0.9 m (3 ft)
 - Weight: 1.4 kg (3 lb)

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Solar radiation sensor mount and leveling base		<u>5</u>	\$ _____	\$ _____

- Stainless steel pyranometer mount.
- Attaches to a 1 inch diameter horizontal pole.
- Fits associated solar pyranometer (solar radiation sensor).
- Consists of a bubble level and three adjustable leveling screws.
- Consists of a rectangular plate, mounting bracket, u-bolts, lock washers and nuts.

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Datalogger		<u>8</u>	\$_____	\$_____

- Compatible with nearly every available meteorological/environmental sensor, including thermocouples, SDI-12 sensors, and 4 to 20 mA sensors (via a terminal input module).
- Compatible with CDMs (requires an SC-CPI), SDMs, multiplexers, vibrating-wire interfaces, terminal input modules, and relays.
- Can communicate with Campbell Scientific Loggernet software.
- Utilizes CRBasic language with either simple or complex programming and onboard data reduction processes.
- No embedded communication modules.
- Operating Temperature Range: -40 to +70°C
- Analog Inputs: 16 single-ended or 8 differential (individually configured)
- Pulse Counters: 2
- Voltage Excitation Terminals: 3
- Communications Ports: CS I/O, RS-232, Parallel peripheral
- Switched 12 Volt: 1 terminal
- Digital I/O:
 - Certain digital ports can be used to count switch closures.
 - 8 I/Os or 4 RS-232 COM,
 - I/O ports can be paired as transmit and receive for measuring smart serial sensors.
- Input Limits: ±5 Vdc
- Analog Voltage Accuracy: ±(0.06% of reading + offset) at 0° to 40°C
- ADC: 13-bit
- Power Requirements: 9.6 to 16 Vdc

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Six Plate Radiation Shield for Temperature Humidity Sensor		<u>8</u>	\$_____	\$_____

- Naturally aspirated radiation shield that protects temperature/humidity sensor from elements including solar radiation and reflection impacts.
- Construction - UV-stabilized white thermoplastic plates, aluminum mounting bracket, white powder-coated stainless-steel U-bolt clamp
- Plate Diameter 11.9 cm (4.7 in.)
- Compatible with included temperature and humidity sensor.

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Datalogger enclosure		<u>4</u>	\$_____	\$_____

- White colored enclosure that reduces temperature within and doesn't require a separate radiation shield.
- Fiberglass reinforced polyester make with door gasket, external grounding capabilities, stainless steel hinge and lockable hasps.
- Consists of two cable entry orifices at the bottom of enclosure.
- Must include a universal mounting kit to secure it to the tower.
- Has an internal mounting plate to attach datalogger, modem, and other related equipment.
- Dimensions:
 - 45.7 x 40.6 x 22.9 cm (18 x 16 x 9 in.) internal,
 - 43.82 x 38.74 x 25.22 cm (17.25 x 15.25 x 9.93 in.) internal under the lid space,
 - 49.53 x 44.4 x 26.98 cm (19.5 x 17.48 x 10.62 in.) external
- Expected weight: 18 lb or less

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Soil temperature sensor		<u>8</u>	\$_____	\$_____

- Temperature probe that measures between -35 to +50C
- With an temperature survival range from -50 to +100C
- Submersible up to 50'
- 17' wire with tinned ends for datalogger connection
- Utilizes a BetaTherm 100K6A1IA Thermistor sensor
- Compatible with datalogger

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Wind speed and direction sensor (11 meter cable)		<u>10</u>	\$_____	\$_____

- Lightweight, sturdy instrument for measuring wind speed and direction in harsh environments.
- All in one wind monitor that is composed:
 - Four-blade helicoid-shaped propeller to measure wind speed from a transducer coil by a six-pole magnet mounted on the propeller shaft.
 - Fuselage-shaped sensor body that points it into the wind and measures wind direction with an internal potentiometer.
- Operating Temperature Range: -50° to +50°C (assuming non-riming conditions)
- Mounting Pipe Description: - 34 mm (1.34 in.) OD
- Standard 1.0-in. IPS schedule 40
- Housing Diameter: - 5 cm (2.0 in.)
- Propeller Diameter: - 18 cm (7.1 in.)
- Range: 0 to 100 m/s (0 to 224 mph)
- Accuracy: - ±0.3 m/s (±0.6 mph) or 1% of reading
- Starting Threshold: 1.0 m/s (2.2 mph)
- 90 Hz (1800 rpm) = 8.8 m/s (19.7 mph)

- Resolution (0.0980 m s-1) / (scan rate in seconds) or (0.2192 mph) / (scan rate in seconds)
- Mechanical Range: 0 to 360°
- Electrical Range: 355° (5° open)
- Accuracy: ±3°
- Output Analog dc voltage from potentiometer (resistance 10 kohm)
- Life expectancy: 50 million revolutions.
- Bearings: stainless steel
- Voltage - Power switched excitation voltage supplied by data logger
- Tinned cable wire for datalogger connection

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Time differential reflectivity Soil moisture probes		<u>20</u>	\$ _____	\$ _____

- Soil moisture/temperature sensors compatible with datalogger with two 12cm long stainless steel rods.
- Measurements Made
 - Soil electrical conductivity (EC),
 - relative dielectric permittivity,
 - volumetric water content,
 - soil temperature
- Soil Suitability: Short rods are easy to install in hard soil. Suitable for soils with higher electrical conductivity.
- Sensing Volume: 3600 cm³ (~7.5 cm radius around each probe rod and 4.5 cm beyond the end of the rods)
- Electromagnetic CE compliant (Meets EN61326 requirements for protection against electrostatic discharge and surge.)
- Operating Temperature Range: -50° to +70°C
- Sensor Output: SDI-12; serial RS-232
- Power Supply Requirements 6 to 18 Vdc (Must be able to supply 45 mA @ 12 Vdc.)
- Required cable length: 6.096 m (20 ft)
- Rod Spacing: 32 mm (1.3 in.)
- Rod Diameter: 3.2 mm (0.13 in.)
- Rod Length: 120 mm (4.7 in.)
- Probe Head Dimensions: 85 x 63 x 18 mm (3.3 x 2.5 x 0.7 in.)
- Probe Weight: 240 g (8.5 oz) without cable
- 17' long wire with a tinned datalogger connection

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Crossover fitting		<u>8</u>	\$ _____	\$ _____

- Consists of two ovoid segments oriented at a 90° angle to connect a horizontal to vertical pipe.
- Both segments accept a 1 inch IPS pipe (1.315 inch OD)

- Must fit the aforementioned 2, 3, and 6 foot crossover arms.
- Must contain allen wrench screws for tightening on arms/pipes, two for each pipe.

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
15 meter temperature and humidity sensor cable with quick connect		<u>6</u>	\$ _____	\$ _____

- All weather cable multi-wire cable
- Vaisala HMP60 quick connection on one end
- Tinned wires for datalogger connection on the other end
- 15 meter in length

<u>Item Description</u>	<u>Model #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
5 meter temperature and humidity sensor cable with quick connect		<u>5</u>	\$ _____	\$ _____

- All weather cable multi-wire cable
- Vaisala HMP60 quick connection on one end
- Tinned wires for datalogger connection on the other end
- 5 meter in length

Equipment Total: _____

Shipping/Handling: _____

Other Charges/fees: _____

TOTAL PRICE BID: _____

Anticipated Delivery Date: _____

Bid Valid Until: _____

Acknowledgements:

1. This purchase is financed by a federal grant from the U.S. Department of Homeland Security and administered by the Kansas Highway Patrol in its capacity as State Administrative Authority (SAA); **which does not allow prepayment.**
2. Vendor understands there is a termination date of August 26, 2026 associated with this grant. Any products or services not delivered prior to that date are subject to cancellation at the sole discretion of the North Central Regional Planning Commission (NCRPC) without penalty or fee of any kind being assessed to the NCRPC or identified end-user by the vendor if such action is taken.
3. Vendor hereby acknowledges it has read any questions and responses that arose during the bidding process on the NCRPC website and addressed those; if applicable.
4. The Vendor understands and agrees that the following terms and conditions apply to Agreements and Purchase Orders funded by the U.S. Department of Homeland Security and issued by the North Central Regional Planning Commission (NCRPC) are subject to the provisions of the *Code of Federal Regulations, 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, July 22, 2015 and 44 CFR Part 13.36.*

Signed: _____

Printed Name: _____

Vendor: _____

DUNS #: _____ FEIN: _____

Street Address: _____

City, State, Zip Code: _____

Date: _____ E-mail: _____

Phone #: _____

Applicable Federal Rules and Regulations Governing this Purchase (revised 9/2015)

1. **Rights and Remedies.** The Vendor understands and agrees that failure to adhere to these terms and conditions constitutes a material breach of its contract with NCRPC and that NCRPC may take appropriate action against the Vendor to ensure compliance with these provisions, up to and including stoppage of work, suspending payments, and/or cancelling or rescinding the Agreement.
2. **Compliance with Laws and Regulations.**
 - a) **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3)
 - b) **Davis-Bacon Act** (40 U.S.C. 3141-3148 as supplemented by Department of Labor regulations (29 CFR Part 5)
 - c) **Contract Work Hours and Safety Standards Act**, (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5)
 - d) **Drug Free Workplace Act.** Vendor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, (41 U.S.C. 701 as amended and provide a drug-free workplace.
 - e) **Energy Policy and Conservation Act.** (42 U.S.C. 6201)
 - f) **Fly America Act of 1974**
 - g) **Hotel and Motel Fire Safety Act of 1990**
 - h) **SAFECOM**
 - i) **Terrorist Financing E.O. 13224**
 - j) **Trafficking Victims Protection Act of 2000**

- k) **USA Patriot Act of 2001**
- l) **Whistle Blower Protection Act**

If the amount of this Agreement exceeds One Hundred Thousand Dollars (\$100,000) the Vendor shall comply with all applicable standards, orders and regulations and file certifications as applicable:

- m) **Clean Air Act** (42 U.S.C. 7401-7671q. as amended)
 - n) **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387, as amended)
 - o) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352
3. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
4. **Civil Rights and Non-Discrimination Compliance.** In connection with the performance of work under this Agreement, the Vendor agrees as follows:
- a) The nondiscrimination clause and reporting requirements contained in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the U.S. Secretary of Labor, are incorporated herein. Additionally, the conditions and regulations applicable in the Vietnam Era Veterans Readjustment Act of 1972 and the Rehabilitation Act of 1973 (Employment of the Handicapped) are likewise incorporated.
 - b) The Vendor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to Vendor's books, records, and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - c) In the event of the Vendor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts as provided by law.
 - d) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - e) **Americans with Disabilities Act of 1990**
 - f) **Age Discrimination Act of 1975**
 - g) **Title VI of the Civil Rights Act of 1964**
 - h) **Civil Rights Act of 1968**
 - i) **Rehabilitation Act of 1973**
 - j) **Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**
5. **Kansas Open Records.** The Vendor must comply with all the requirements of the Kansas Open Records Act (K.S.A 42-215 et seq.) in providing services under this contract. The Vendor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act.
6. **Examination & Retention of Records.** The Vendor agrees that NCRPC, and any Federal agency providing funding for this Agreement and the Comptroller General of the United States or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of the Vendor involving transactions related to this Agreement to the extent necessary to verify the nature and extent of costs incurred under this Agreement until the expiration of five (5) years after final payment under this Agreement. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years. Records may be retained in an automated format. Nothing in this Agreement shall be deemed to preclude an audit by the U.S. General Accounting Office of any transaction under this Agreement.
7. **Patents.** (37 CFR 401). Vendor warrants that the products/services being provided to NCRPC under the Agreement, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright trade secret, or other proprietary right of any third party existing under laws of the United States or any foreign country. The Vendor agrees to, at the Vendor’s own expense, to defend any and all actions or suits alleging such infringements and will save NCRPC, its officers, agents, servants and employees harmless in cases of such infringement.
8. **Copyrights.** All vendors must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

9. **Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the **Solid Waste Disposal Act**, as amended by the **Resource Conservation and Recovery Act**. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Termination/Cancellation of Agreement.** The NCRPC reserves the right to terminate the contract at any time, upon written notice, in the event the services of the Vendor are unsatisfactory based upon failure to progress with the work assigned with due diligence or to complete the work within the time limits specified by the proposal on any project, provided, however, that in any case, the Vendor shall be paid the reasonable value of the services rendered up to the time of termination on the basis of this agreement.