

NC STATE UNIVERSITY

Raleigh, North Carolina Request for Quotation (RFQ)

#63-RKB1087762 - Flooring

For internal administrative processing, including tabulation of bids for posting to Bonfire and the State of North Carolina Electronic Vendor Portal (eVP), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). We HIGHLY recommend you register in order to see bid tabulations and award results. Pursuant to 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 available for public inspection.

**THIS PAGE IS TO BE COMPLETED AND INCLUDED
WITH YOUR BID. FAILURE TO DO SO MAY SUBJECT
YOUR BID TO REJECTION.**

Federal ID Number or Social Security Number:	
SUPPLIER NAME:	
DATE:	

NC STATE UNIVERSITY

PROCUREMENT & BUSINESS SERVICES

Mailing Address (USPS only): Campus Box 7212 Raleigh,
NC 27695-7212

Shipping Address: Admin. I, 2721 Sullivan Drive, Suite 1100,
Raleigh, NC 27607
Phone (919) 515-2171

**REQUEST FOR QUOTATION
(This is not an order)**

April 2, 2025

REQUIRED SUPPLIER INFORMATION:

Supplier Name & Address:

Authorized Rep's Name:

Title:

Email:

Phone #:

Questions Due Date & Time:

April 17, 2025 before 1:00 PM Eastern standard time

Due Date & Time:

April 24, 2025, before 5:00 PM Eastern standard time

Authorized Representative Signature:

Buyer Contact Information:

Rhonda Barnes

rkbarnes@ncsu.edu, (919) 515-2081

Requisition #: 0001087762

Using Department:

University Housing

FOB: DESTINATION - FREIGHT PREPAID

(unless otherwise indicated on RFQ)

Type of Organization:

- Individual Partnership
- Corporation Other:

Indicate if other than Large Business:

- Disabled Minority
- Small Women-Owned

ATTACHMENTS AND COMMENTS:

By responding to this RFQ, supplier acknowledges acceptance of specified Terms and Conditions, which are also located:

<https://procurement.ofa.ncsu.edu/supplier-center/doing-business-with-nc-state/>

- General Terms & Conditions Rental Terms & Conditions
- General Terms & Conditions w/ Software Lease/Purchase Terms & Conditions
- General Terms & Conditions with EO50 Charter Bus Terms & Conditions
- Software Terms & Conditions Service Terms & Conditions
- Software as a Service Terms & Conditions Other:

You MUST register and upload this quote as a PDF to the Bonfire Public Portal here:

<https://ncsu.bonfirehub.com/opportunities/180668>

QUOTES NOT SUBMITTED ON THIS FORM ARE SUBJECT TO REJECTION.

NC State University Request for Quotes and their awards are not subject to the North Carolina E-procurement process.

DEBARMENT CERTIFICATION: By signing the execution page, bidder certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declined ineligible or voluntary excluded from covered transactions by any Federal or State agency.

Project Description: Furnish and install Bering Laminate Flooring in the ES King Village Beaufort Apartment Building on all three of the building floors. Bids will be accepted on the noted item or an equivalent product. If quoting another product include in the bid package specifications of the proposed flooring. Samples will be required.

There is a required mandatory site visit. See attached documents for details.

1	Provide Bering Laminate Flooring for all three apartment floors. Color: Sunlit Birch 1401-0102.		EACH		
2	10 % overage of the Bering Laminate Flooring Color Sunlit Birch 1401-0102 for attic stock		EACH		
3	6 Mil plastic for flooring		EACH		
4	Bering #22402 T molding Sunlite Birch 1401-0102, 5% addic stock		EACH		
5	Bering # 22406 reducer strip Sunlite Birch 1401-0102, 5% addic stock		EACH		
6	Cove base Roppe Vinyl base color Black 40, 4 1/4 inch toe base for walls		EACH		
7	Add Alternate: Cost to work on either a Saturday or Sunday. Only outside apartments can have work done on the weekends.		EACH		
8	Delivery Cost		LOT		
9	Installation Cost		LOT		
QUOTE TOTAL					
NC State University is exempt from sales and/or use taxes on qualifying purchases. Tax exempt # 400021.					
An ADDENDUM to this RFQ is possible. If required, any subsequent addenda must be submitted prior to the quote closing. It is the vendor's responsibility to verify that all applicable addenda are submitted prior to the quote closing date. Addenda are posted at https://evp.nc.gov/ .					
Warranty Type and Length:					

MEMORANDUM

TO: Prospective Bidders

FROM: Rhonda Barnes

Interior Designer/Buyer

DATE: April 2, 2025

SUBJECT: Request for quote# RKB1087762

The following is a general description of the process by which North Carolina State University will select a vendor to provide and install new laminate flooring that is to be installed at ES King Village Beaufort Hall Residence Hall.

SITE-VISIT: There is a **MANDATORY SITE-VISIT**

On: April 10 2025, 1:30 PM Standard Eastern Time,

ES King Village, Beaufort Hall, 3824 Jackson Street, Raleigh, NC 27606.

Meet in front of ES King Village Beaufort Hall. See attached map for building location.

Parking

All participants will be responsible for obtaining a parking permit for this event.

Visit: <https://transportation.ncsu.edu/visitor-parking/> **There are ten designated spaces only (ParkMobile only)**

Cut off is to sign in for the mandatory site visit is promptly at 1:30 PM

To be considered prospective bidders must be represented at the mandatory site-visit. Vendors signing in after 1:30 PM will not be considered for an award of the project. Bidders who submit a response but do not attend the site-visit proposals will be rejected. See the attached map for the location of the building, and parking locations.

Questions after the site-visit must be submitted via email to rkarnes@ncsu.edu.

All questions must be received on April 17, 2025 before 1:00 PM Eastern Standard Time. The quote response is due on or before April 24, 2025, before 5:00 PM, Eastern standard time.

Thank you for your interest in serving the University request for this bid.

REFERENCES

OFFERORS MUST PROVIDE THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK IN THE PAST THREE (3) YEARS.

#1	Company Name:	
	Contact Name:	
	Email Address:	
	Telephone Number:	

#2	Company Name:	
	Contact Name:	
	Email Address:	
	Telephone Number:	

#3	Company Name:	
	Contact Name:	
	Email Address:	
	Telephone Number:	

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR QUOTATION.

**Flooring Bid For ES King Village Beaufort Hall
Bid RKB 1087762
3824 Jackson St
Raleigh NC 27607**

Section I Scope Of Work:

Install new laminate Bering floating flooring for the Beaufort Hall residents' rooms, at EK King Village as shown in the attached documents. The flooring is to be installed over the existing VCT **once carpet has been removed**. Existing cove base is to be removed and a new 4" cove base to be installed. The installation of the flooring can be done during the noted time period in the document.

This project can begin on May 12, 2025 and must be completed by June 13, 2025.

Requirements:

In order to submit a proposal for the project a company must be an established business for a minimum of 10 years. Bids will not be accepted by companies who have less than 10 year's experience. The bidder must submit references of work they have performed similar to the bid.

Flooring:

Bids will be accepted on this product or an equivalent. **If submitting an alternate product included in the bid document specifications of the product. Bidders will be asked to provide a sample of the product.**

Bering Floors and Coverings

Watson Waterproof Hybrid Flooring for up to 72 hrs,
Color: Sunlit Birch 14001-0102
Waterproof laminate
Wear layer AC4
Overall thickness 13mm
Finish DEFENSHIELD
Installation type. Floating
Installation method stagger
Commercial warranty 10 year limited
Indoor Air Quality FloorScore Certified
Plank size 9.37 inches W86.6 inches L (random lengths)
Pieces per box 4
Area per box 22.54 sq. ft
Weight per box 49.87 lbs
Sq. ft per pallet 1, 622.88 sq ft.

beringfinishes.com

Explanation To Bidders:

Questions, plans, specifications, etc. must be requested in writing via email in the requested time period noted in the document. Email: rkbarnes@ncsu.edu

Any and all questions will be addressed in an addendum form that will be posted on the bid website.

A mandatory site visit will be required for all bidders who would like to submit a bid.
April 10th at 1:30 PM

Pricing

Prices are to include the laminate flooring, 6 mil plastic floor covering, cove base, equipment, tools, and the performance of all labor and services necessary for the completion of the project.

Include 10% of flooring material for attic stock (no plastic)

No furniture removal will be required for this project. The owner will be responsible for all removal of furniture and equipment.

Time Schedule

The work schedule for this project is: Monday – Friday from 8:00 AM to 5:00 PM. No after hours or weekend work is allowed.

Timing of this project is important. The awarded bidder will need to work with the owner to provide a detailed timeline for the installation and the sequence of order of which floors are to be completed first to last.

Bid Due Date:

Bids will be due on or before April 24th, 2025 at 5:00 PM Eastern Standard Time.

Section II Supplementary Conditions**Insurance**

The contractor is to have insurance coverage for this project. Shall present documents to the owner for verification if requested.

Workman's compensation, and Occupational Disease Comprehensive Public Liability Insurance

- A. Bodily Injury
- B. Property Damage

Comprehensive Automobile Public Liability Insurance

- A. Bodily Injury
- B. Property Damage

Parking

It will be up to the contractor to obtain parking permits to be on the premises.

To obtain parking permits contact NC State Transportation,

<https://transportation.ncsu.edu/>

The university will not be responsible for paying for any parking violations.

Measurements

During the site visit the bidder must verify all noted areas that will receive flooring to ensure the proper amount of flooring is ordered for the project.

Changes In Work

Any required field changes must be approved by the owner before the work is to be performed. If any cost adjustments are required a separate purchase order will be issued for the work.

Supervision

The awarded contractor shall have a supervisory foreman on the jobsite at all times. The contractor shall enforce strict discipline among their employees and subcontractors at all times while working on the project. No unskilled employees shall be allowed to perform work they are capable of not doing. If any employee displays inappropriate conduct. The contractor shall have the person immediately removed from the worksite and not allowed to come back on the property.

Updates

The contractor shall notify the owner within a timely manner to inspect and review all performed work, once an area has been completed.

Housekeeping

The work site is to be kept free of trash and waste materials at all times. If the contractor fails to keep the job site in an orderly manner. The owner will provide a written notice to the contractor. If the issue is not taken care of within the noted time stated in the document. The contractor will be required to pay the cost of the cleanup that the owner will oversee.

Protection

The contractor should take precautions in preventing any crimes to safeguard from stealing of materials, tools and equipment used to perform the work onsite.

Protection Of Property

The contractor shall protect the work areas of the site throughout the entire project. Providing all barriers for the work area to protect the work site and traffic control in the building. The contract shall be responsible for repairing all damage that occurs due to negligence.

Final Payment

Final payment will not be issued until the job and punch list items are completed.

Section III Technical Specifications

Contractor responsibilities:

1. Furnish all labor materials, equipment and services to execute the work.
2. A detailed schedule shall be provided to the owner by the contractor to determine the start and completion of each area, and inspection times based on the information that is included in the proposal.
3. The contractor shall be given instructions on which direction the floor pattern is to be installed.
4. The flooring is to be installed in the living area, wardrobe closet (if flooring flows into closet). The flooring is to go under the water heater closet door and stop at the door jamb. The flooring is to butt up next to the bathroom flooring marble threshold. and to the existing metal strip at the front door.
5. Existing carpet, cove base, materials and debris to be removed and deposited in a dumpster that will be provided by the owner. The contractor will need to notify the owner when the dumpster is at capacity to have it removed
and a new dumper brought on site.
6. Materials and supplies will need to be stored at the building job site location before the installation begins to have the flooring acclimated to the proper temperature of the building before it is installed.

Preparation For The Project

1. Verify that the subfloors are in a condition to accept the new flooring.
2. Follow manufacturers installation instructions n prepping the subfloors to receive the new flooring.
3. If there are bumps ridges in the subfloor apply skimming, patching and leveling materials. Sand and grind out the imperfections
4. Clean the subfloor before installing the new flooring. Vacuum or sweep subfloors to remove existing dust and particles before new flooring is installed.
5. If there are bumps ridges in the subfloor apply skimming, patching and leveling materials. Sand and grind out the imperfections.
6. Clean the subfloor before installing the new flooring. Vacuum or sweep subfloors to remove existing dust and particles before new flooring is installed.

Installation

1. The existing roll carpet to be removed by way of linear cuts and/ or with multi-purpose heavy duty floor scraper. Existing green glue used to adhere the carpet to the existing 12x12 vct tile, which is not asbestos **can stay and apply 6 mil plastic over every VCT floor**
 - A **If while the carpet is removed and vct tile comes up.** The contractor must stop work immediately and contact the owner so proper procedures can be followed to remove the tiles and the asbestos glue that adheres to the concrete flooring.
2. Follow carpet manufacturer's recommendations on how each flooring to be installed.
3. When removing the existing cove base take precaution to not chip or peel the paint,
and to minimize the need for touch up painting.
4. Flooring is to extend to toe spaces, door reveals, inside closets butt up to ceramic tile **using the T-Molding #22402 ant marble threshold** ,
and go under the door where the water heater is located and stop inside the door jam **using the Reducer # 22406.**

5. Install of flooring:

Install flooring in all areas of the room except the bathroom and water heater closet.

Flooring it to butt up to existing metal **threshold** at the room entrance using the **T-Molding #22402**.

Apply wall base to areas where there is existing base installed:

6. Cove base to be supplied: Roppe Company

Vinyl base, color: Black 40

4- 1/4 -inch toe base for walls.

Manufacturer recommended adhesive to apply the base to walls.

Install wall base in lengths as long as possible using the entire length of each piece.

Form corner wall base from straight base pieces. Miter cut corner pieces as necessary.

7. If there are bumps ridges in the subfloor apply skimming, patching and leveling materials. **No sanding or grinding beyond VCT**

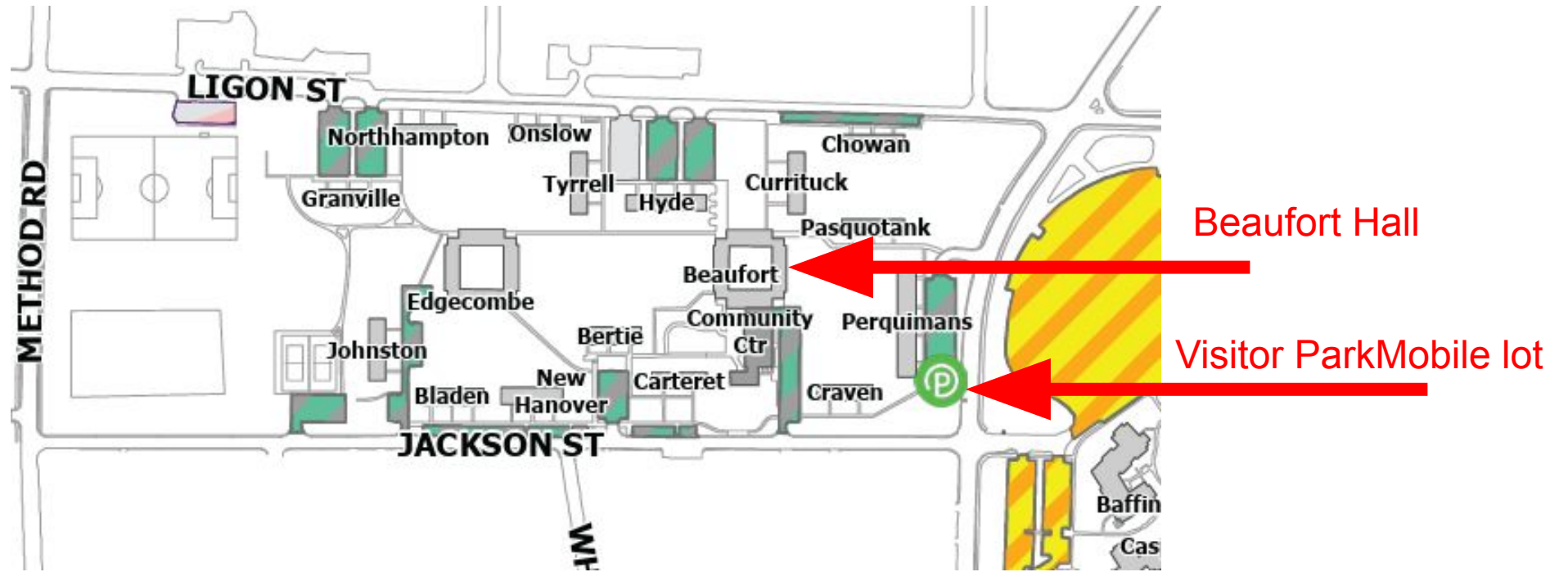
Cleaning

1. After floor is installed clean all debris and sweep to ensure a spotless and scratch free finish.

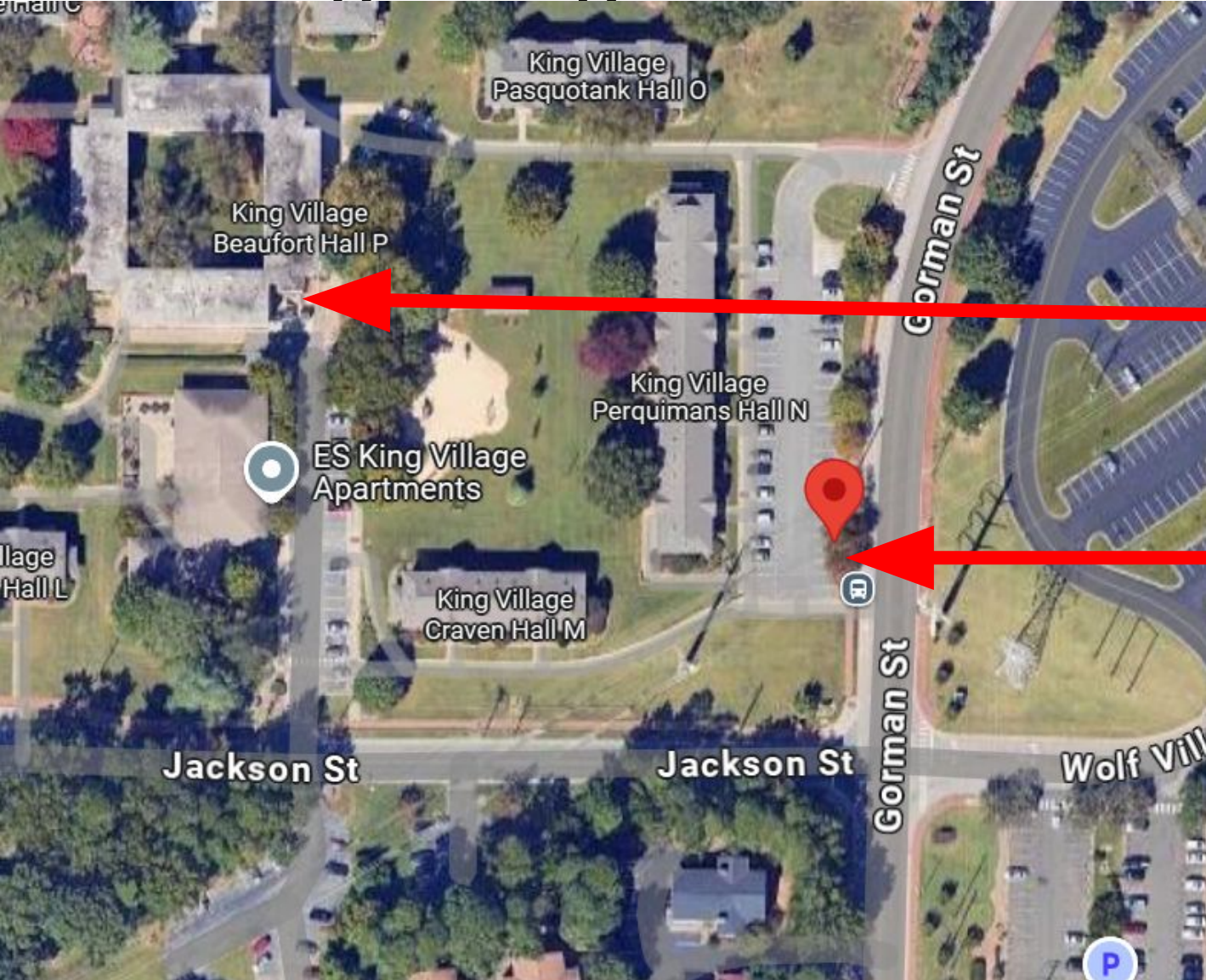
2. After completion of the project, the contractor to remove all tools, equipment, supplies, materials, debris, from the site.

3. All leftover flooring from the project to be stacked in an orderly method, and moved to an assigned area in the building the owners have identified as **Rm 122 on the ground floor**

ES King Village Visitor Park and Pay Lot



Map Of ES King Village

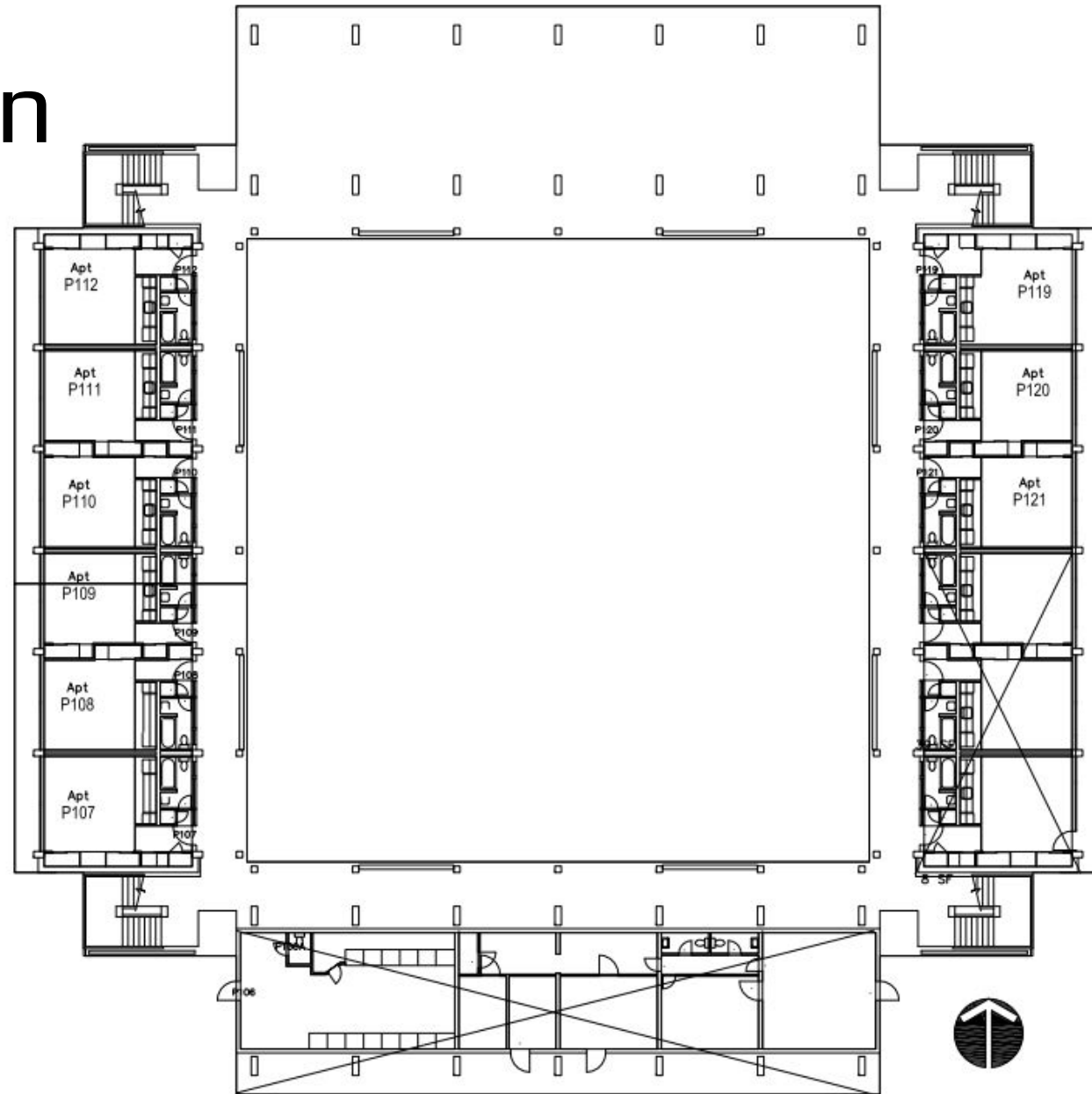


Beaufort Hall

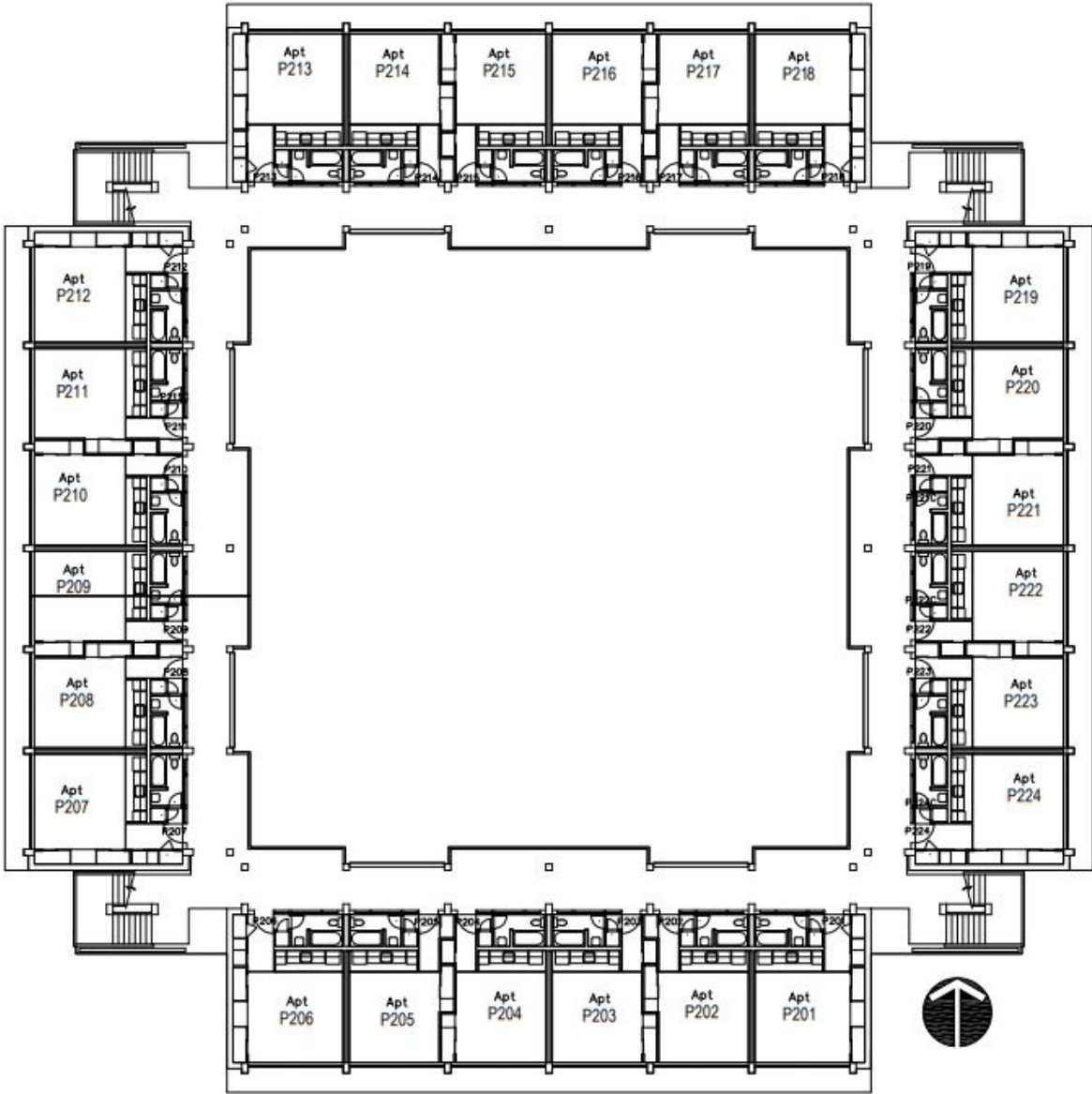
Visitor ParkMobile lot

ES King Village Beaufort Apartments

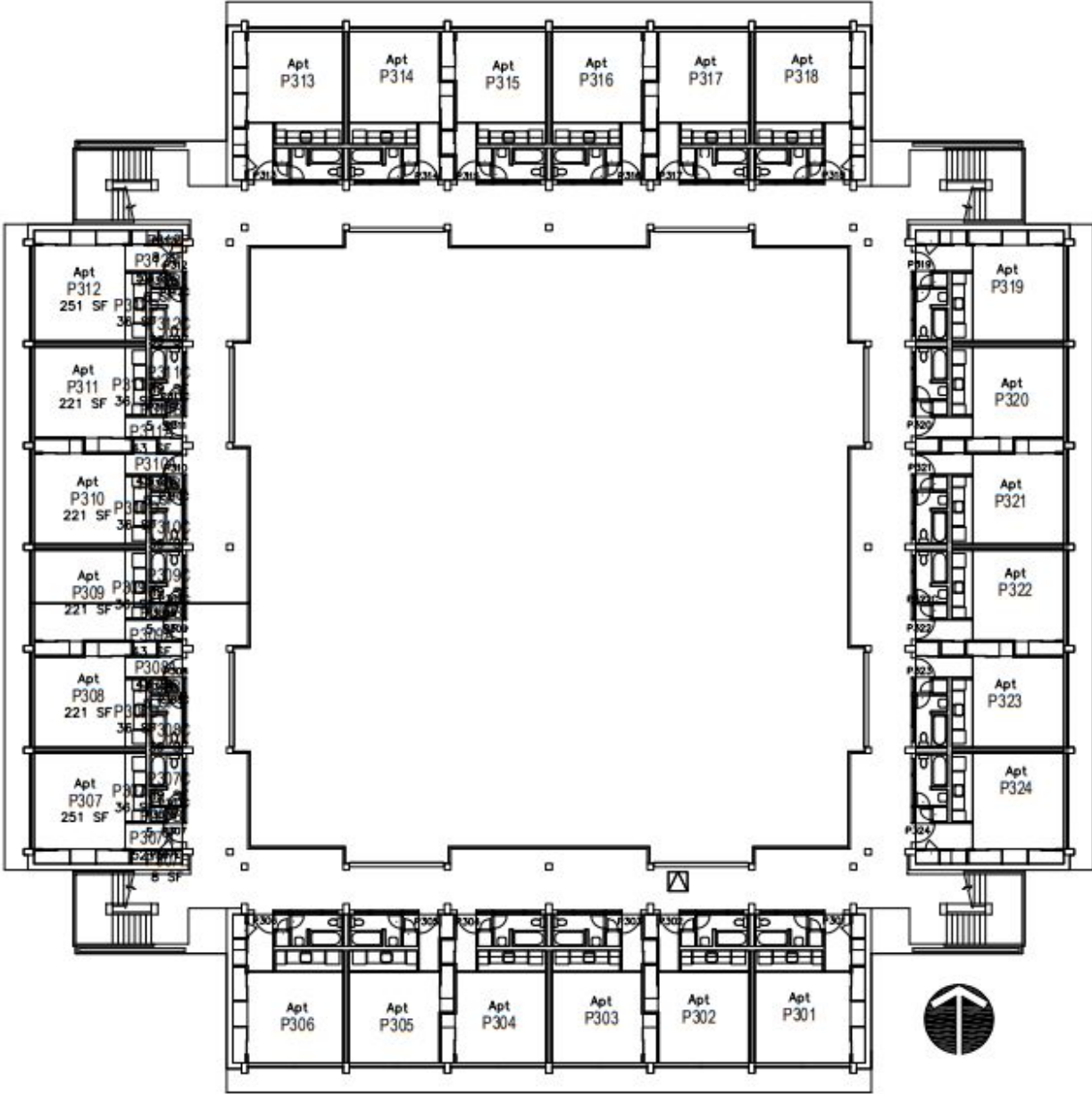
First Floor Plan

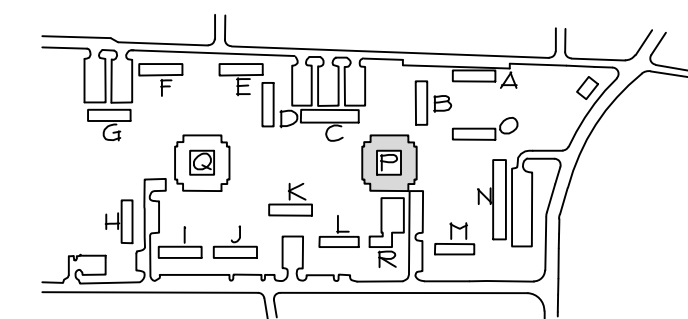
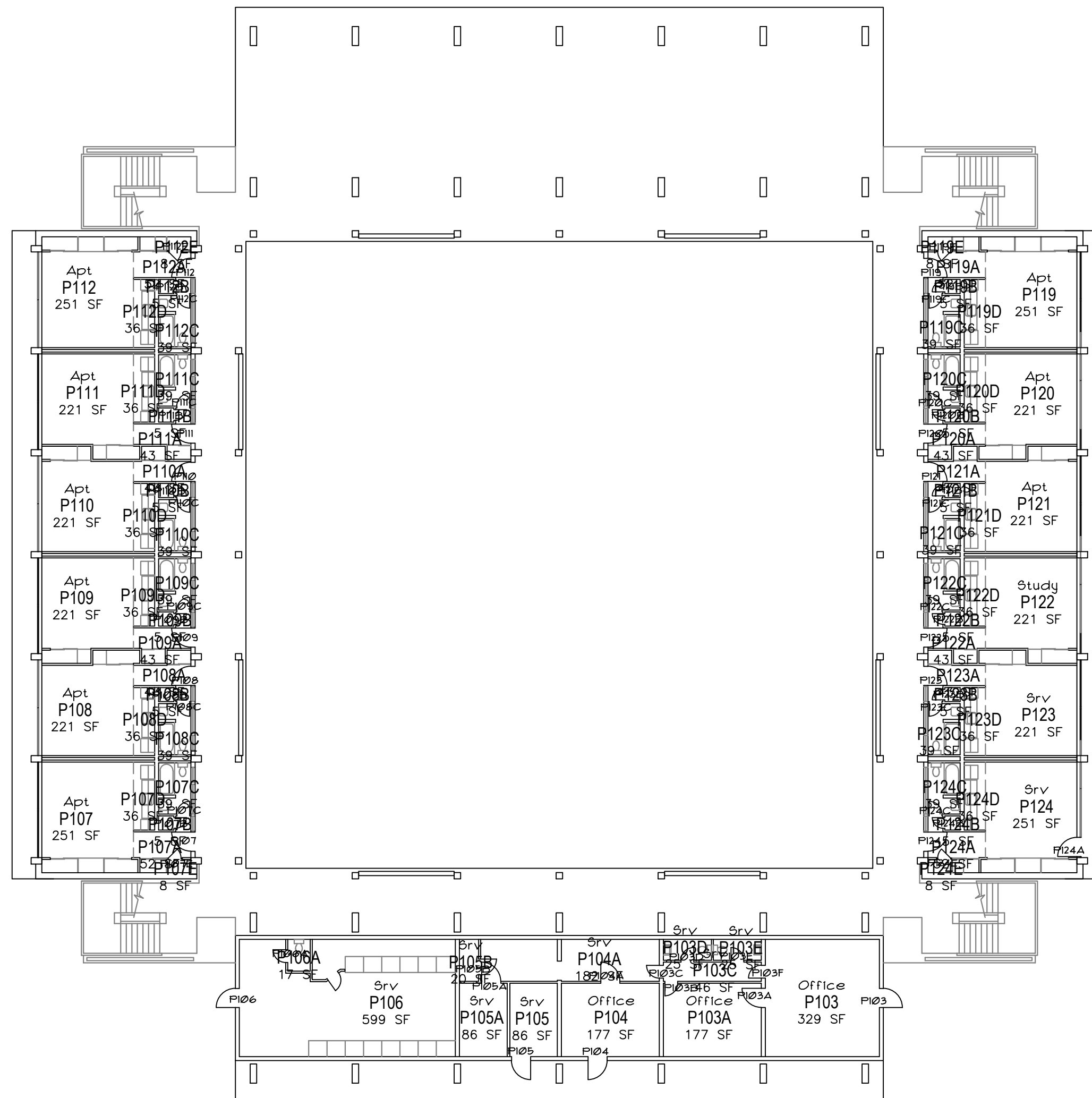


Second Floor Pla



Third Floor Plan

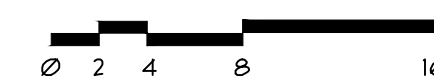




KEY



FIRST FLOOR



NC STATE UNIVERSITY

KING VILLAGE BEAUFORT HALL P

3820 Jackson Street, Raleigh, NC
Central Campus Precinct

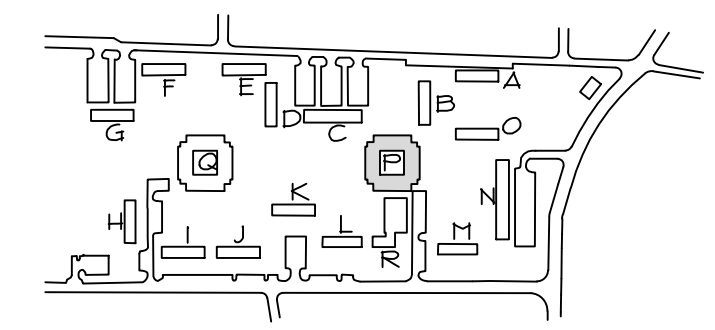
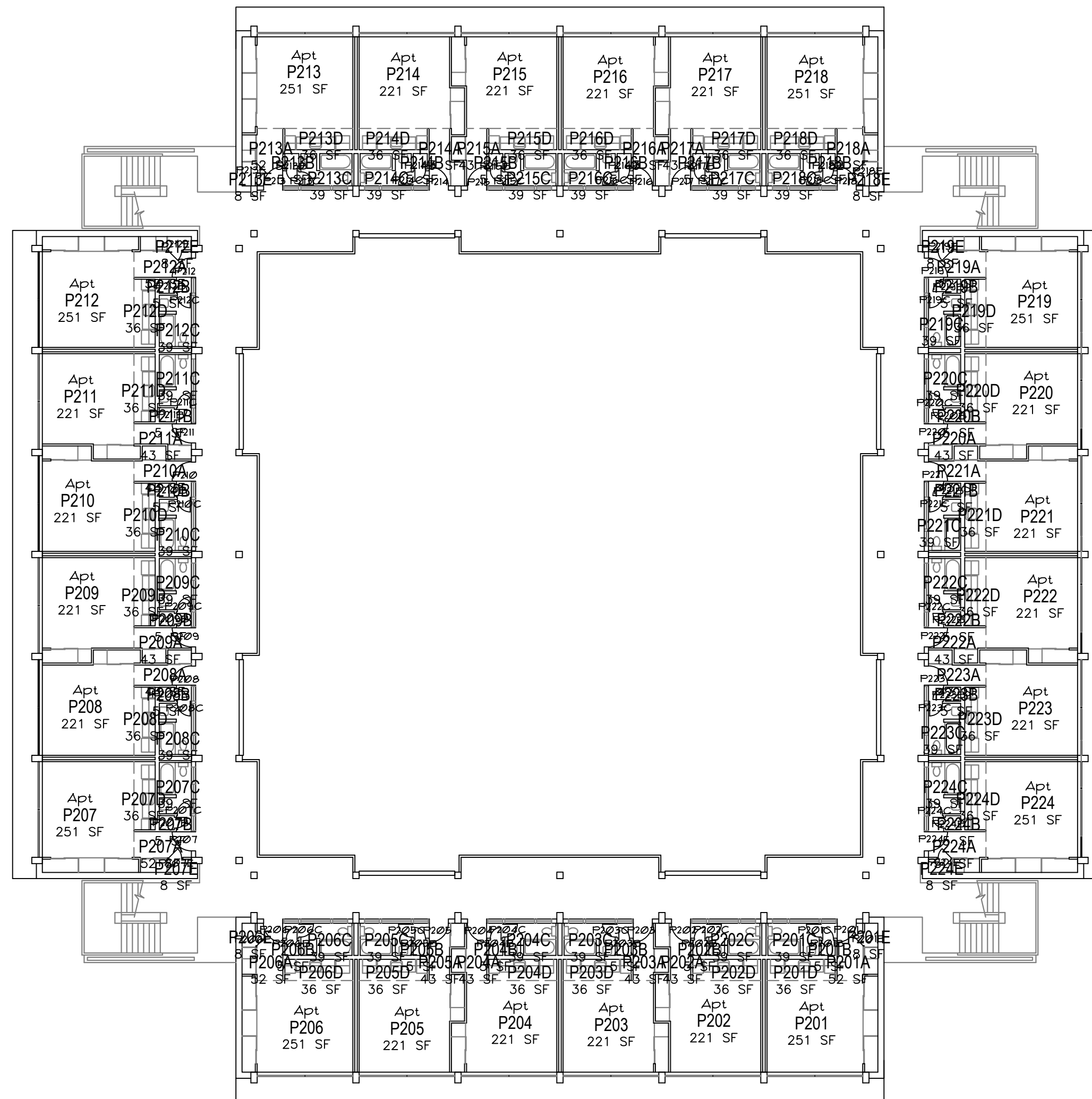
CAMPUS PLANNING AND STRATEGIC INVESTMENT * BOX 7519 * RALEIGH, NORTH CAROLINA 27695 - 7519

© All right, title, and interest in these materials remain with the author and copyright owner, NC State University. You cannot copy, reproduce, distribute, publicly perform, make derivative works from, digitally transmit sound recordings, or publicly display these materials in whole or in part, without the consent of the copyright owner. Penalties for violation of Federal copyright law include civil and criminal penalties.

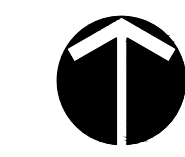
FLOOR ASSIGNABLE SF: _____
 FLOOR GROSS SF: 16,190
 BUILDING GROSS SF: 46,264
 CONSTRUCTION DATE: 1959
 LAST ADDITION DATE: _____

DATE DRAWN: 11/11/93 CADD FILE NAME
 127p-1.dwg
 DRAWN BY: BE
 DATE REVISED: 7/13/15 DRAWING SCALE
 1/16"=1'-0"
 REVISED BY: BE
 Object data attached

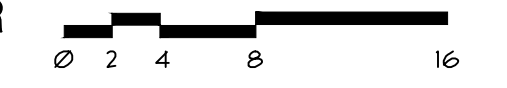
SHEET No.	Total Floors
1 of 4	3
FACILITY NUMBER	
127P	



KEY



SECOND FLOOR



NC STATE UNIVERSITY

KING VILLAGE BEAUFORT HALL P

3820 Jackson Street, Raleigh, NC
Central Campus Precinct

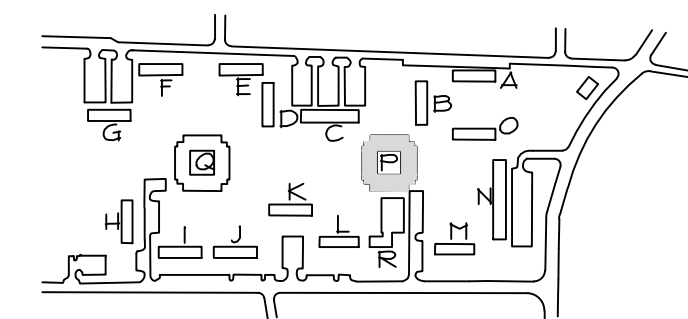
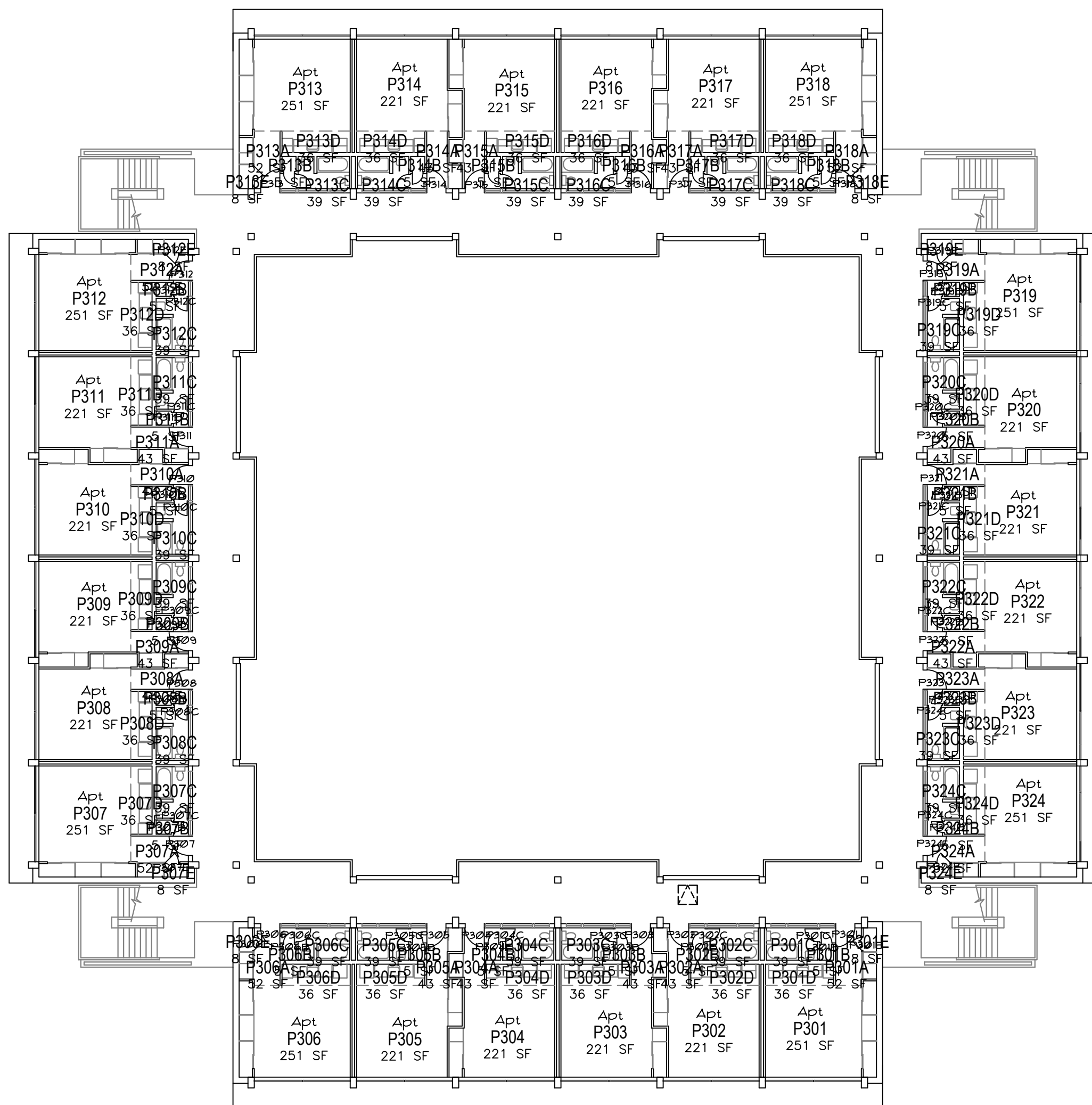
CAMPUS PLANNING AND STRATEGIC INVESTMENT • BOX 7519 • RALEIGH, NORTH CAROLINA 27695 - 7519

© All right, title, and interest in these materials remain with the author and copyright owner, NC State University. You cannot copy, reproduce, distribute, publicly perform, make derivative works from, digitally transmit sound recordings, or publicly display these materials in whole or in part, without the consent of the copyright owner. Penalties for violation of Federal copyright law include civil and criminal penalties.

FLOOR ASSIGNABLE SF:	_____
FLOOR GROSS SF:	15,037
BUILDING GROSS SF:	46,264
CONSTRUCTION DATE:	1959
LAST ADDITION DATE:	_____

DATE DRAWN:	11/11/93	CADD FILE NAME	127p-2.dwg
DRAWN BY:	BE	DRAWING SCALE	1/16"=1'-0"
DATE REVISED:	9/23/11	REVISOR	GJM
REVISOR	GJM	Object data attached	

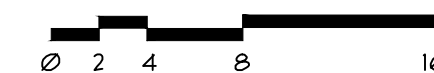
SHEET No.	Total Floors
2 of 4	3
FACILITY NUMBER	
127P	



KEY



THIRD FLOOR



NC STATE UNIVERSITY

KING VILLAGE BEAUFORT HALL P

3820 Jackson Street, Raleigh, NC
Central Campus Precinct

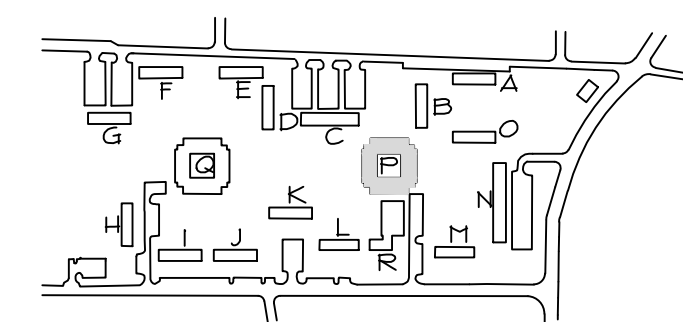
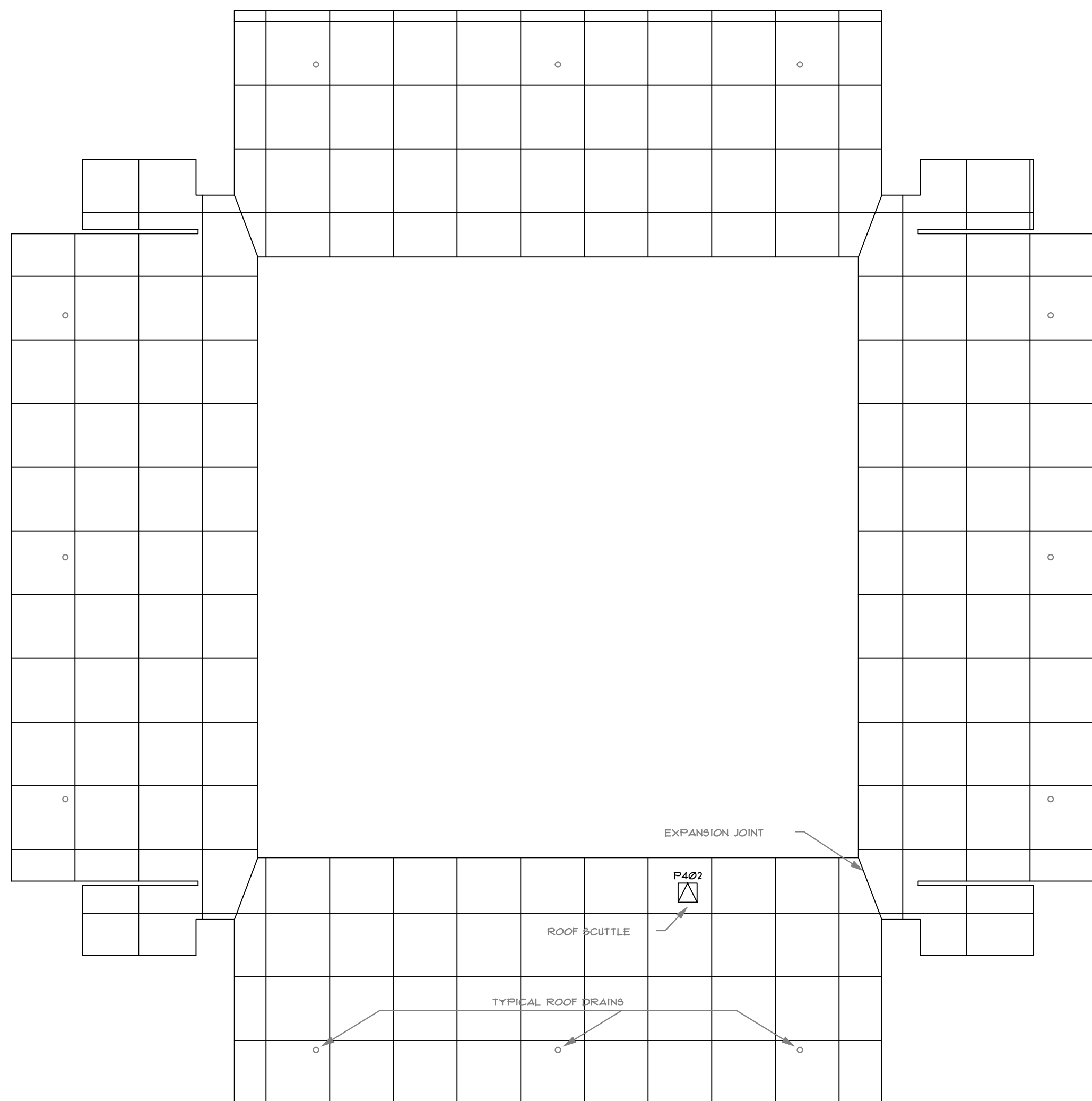
CAMPUS PLANNING AND STRATEGIC INVESTMENT * BOX 7519 * RALEIGH, NORTH CAROLINA 27695 - 7519

© All right, title, and interest in these materials remain with the author and copyright owner, NC State University. You cannot copy, reproduce, distribute, publicly perform, make derivative works from, digitally transmit sound recordings, or publicly display these materials in whole or in part, without the consent of the copyright owner. Penalties for violation of Federal copyright law include civil and criminal penalties.

FLOOR ASSIGNABLE SF: _____
 FLOOR GROSS SF: 15,037
 BUILDING GROSS SF: 46,264
 CONSTRUCTION DATE: 1959
 LAST ADDITION DATE: _____

DATE DRAWN: 11/11/93 CADD FILE NAME
 127p-3.dwg
 DRAWN BY: BE
 DATE REVISED: 6/23/14 DRAWING SCALE
 1/16"=1'-0"
 REVISED BY: DGC
 Object data attached

SHEET No.	Total Floors
3 of 4	3
FACILITY NUMBER	
127P	



KEY



NC STATE UNIVERSITY

KING VILLAGE BEAUFORT HALL P

3820 Jackson Street, Raleigh, NC
Central Campus Precinct

CAMPUS PLANNING AND STRATEGIC INVESTMENT • BOX 7519 • RALEIGH, NORTH CAROLINA 27695 - 7519

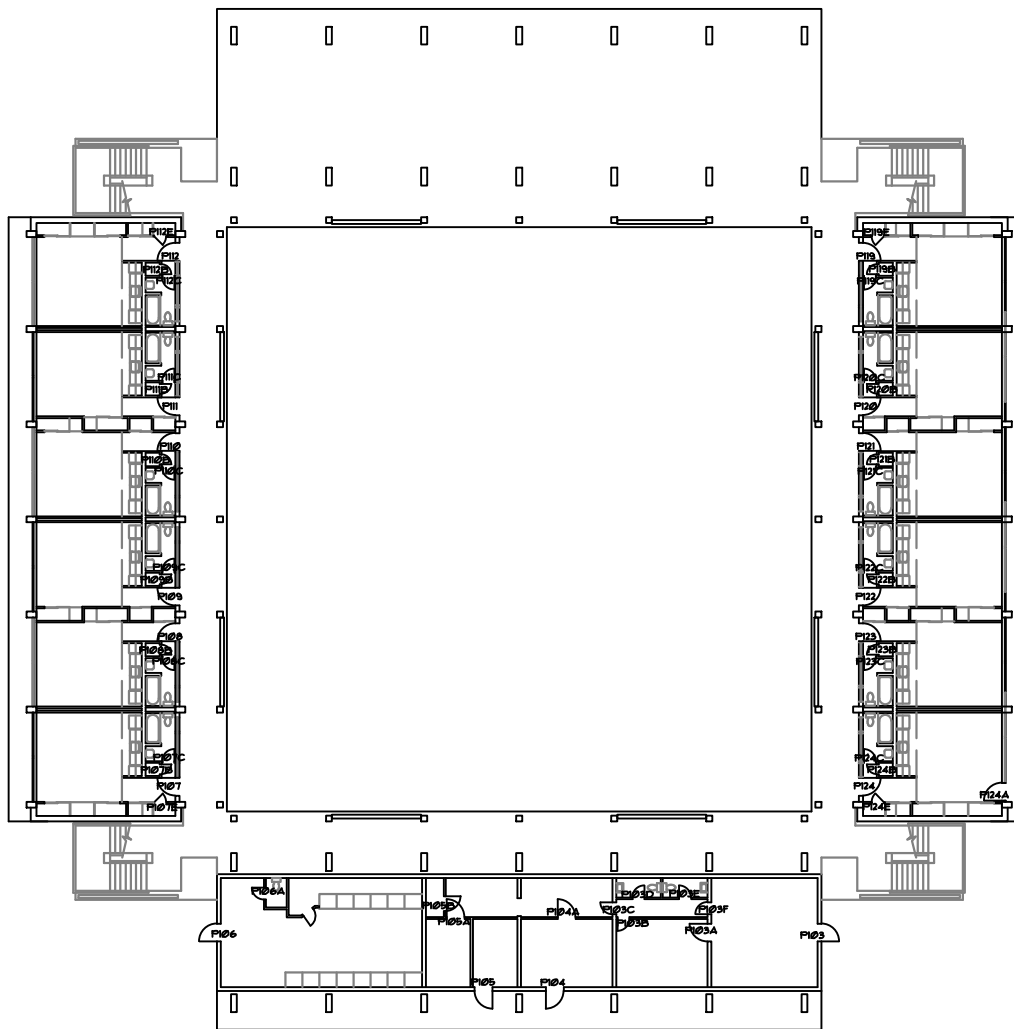
© All right, title, and interest in these materials remain with the author and copyright owner, NC State University. You cannot copy, reproduce, distribute, publicly perform, make derivative works from, digitally transmit sound recordings, or publicly display these materials in whole or in part, without the consent of the copyright owner. Penalties for violation of Federal copyright law include civil and criminal penalties.

FLOOR ASSIGNABLE SF: _____
 FLOOR GROSS SF: _____
 BUILDING GROSS SF: 46,264
 CONSTRUCTION DATE: 1959
 LAST ADDITION DATE: _____

DATE DRAWN: 11/11/93
 DRAWN BY: BE
 DATE REVISED: 6/24/14
 REVISED BY: DGC
 Object data attached

CADD FILE NAME
127p-r.dwg
 DRAWING SCALE
1/16"=1'-0"

SHEET No.	Total Floors
4 of 4	3
FACILITY NUMBER	
127P	







KING VILLAGE BEAUFORT HALL P

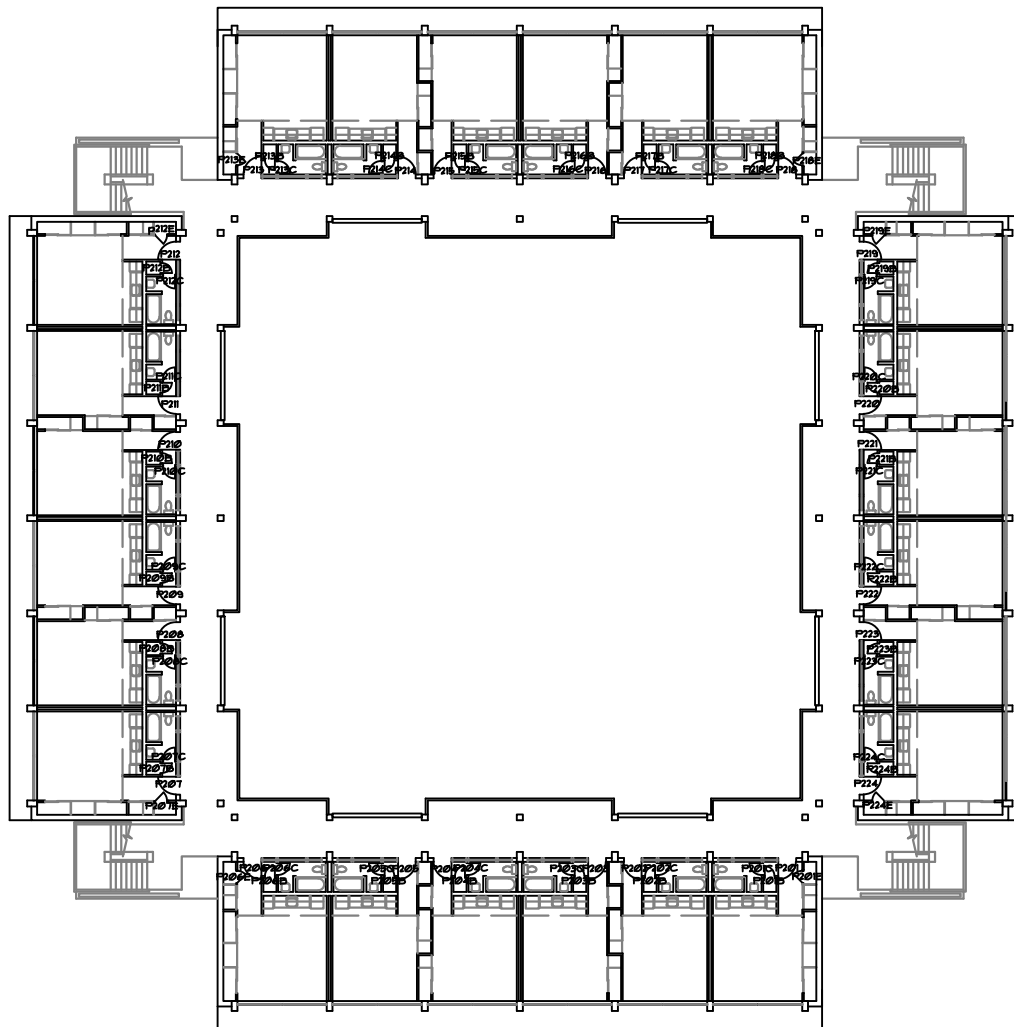
FIRST FLOOR



EVACUATION ROUTE

KEY

-  EXITWAY
-  STAIR TOWERS
-  RESCUE AREA-
UP TO TWO WHEEL CHAIRS
CAN FIT ALONG THE BACK
WALL.
-  TORNADO
SAFE AREA







KING VILLAGE BEAUFORT HALL P

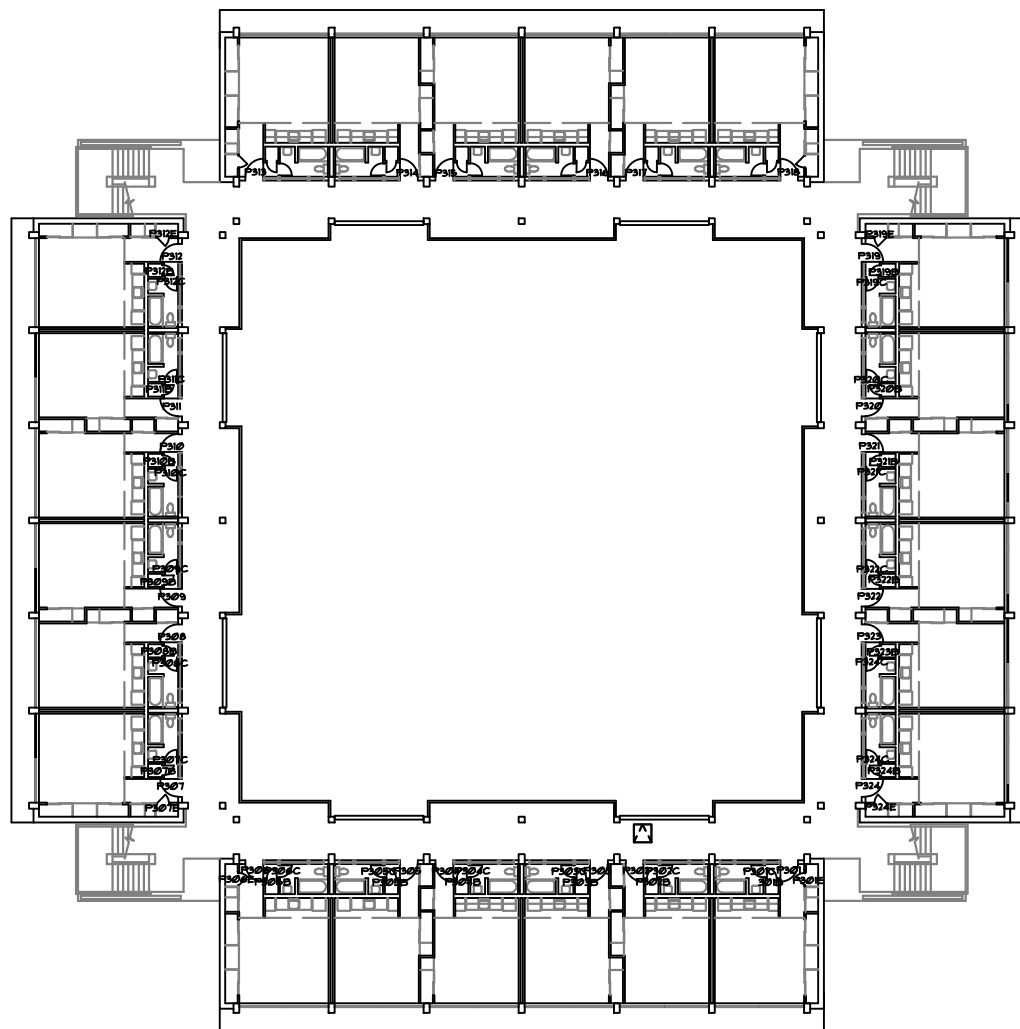
SECOND FLOOR



EVACUATION ROUTE

KEY

-  EXITWAY
-  STAIR TOWERS
-  RESCUE AREA-
UP TO TWO WHEEL CHAIRS
CAN FIT ALONG THE BACK
WALL.
-  TORNADO
SAFE AREA






KING VILLAGE BEAUFORT HALL P

THIRD FLOOR



EVACUATION ROUTE

KEY

-  EXITWAY
-  STAIR TOWERS
-  RESCUE AREA-
UP TO TWO WHEEL CHAIRS
CAN FIT ALONG THE BACK
WALL.
-  TORNADO
SAFE AREA

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Request for Quotation, the specifications, and the North Carolina State University General Contract Terms and Conditions.
The University objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **BID SUBMITTAL:** NC State University uses a third-party eProcurement strategic sourcing provider, Bonfire, for accepting and evaluating bids digitally. All bids must be received by the issuing agency not later than the date and time listed on the cover sheet of this bid. Bids shall be uploaded to:

<https://ncsu.bonfirehub.com/opportunities/180668>

Solicitation documents are advertised on the State of North Carolina Electronic Vendor Portal System ([eVP](#)) and [Bonfire](#). An addendum to this RFQ may be issued. If required, any subsequent addenda must be signed and submitted with the bid upload. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.

For support or technical questions related to your submission, please contact Bonfire at support.bonfire@eunasolutions.com or visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

4. **BONFIRE REQUESTED DOCUMENTATION & INFORMATION:** In an effort to support the sustainability efforts of the State of North Carolina we are receiving proposals via electronic submission. Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated. Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Name	File Type	# of Files	Requirement
Completed NC State University Solicitation Document	PDF	1	Required
Certificate of Insurance	PDF	1	Required

All documents required to complete your submission must be downloaded from the supporting documentation and/or requested information sections of Bonfire. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Each item of Requested Information will only be visible to NC State University after the Closing Time.

5. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **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 bid.
 - **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.
6. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
7. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be

NORTH CAROLINA STATE UNIVERSITY

GENERAL CONTRACT TERMS AND CONDITIONS

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the University may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the University.

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.

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.

4. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
5. **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 University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
6. **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.
7. **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.

8. **INSPECTION AT CONTRACTOR'S SITE:** The University 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 University's 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.
9. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The University is responsible for all payments to the contractor under the contract. Payment 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.
10. **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.
11. **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.
12. **PATENT:** The contractor shall hold and save the University, 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 shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State or University auditor, or the Joint Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission, may audit the records of contractor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7 and Session Law 2023-134.
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 University 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 limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit, on a per occurrence basis shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 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 each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **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 accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State 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 to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
19. **QUANTITIES (University Specific Agreements ONLY):** The award of a University specific agreement neither implies nor guarantees any minimum or maximum purchases thereunder.
20. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to the University, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** The University shall receive full proportionate benefit immediately at any time during the contract period.

c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the University reserving the right to accept or reject the increase, or cancel the contract. Such action by the University shall occur not later than 15 days after the receipt by the University of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

21. **SAFETY 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 Electrical 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(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All contractors must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. Construction contractors must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926*. In addition, contractors shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractors shall effectively manage their safety and health responsibilities including:

1. **Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

2. **Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

3. **Employee Education and Training**

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

22. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

“Principals” for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the

Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this quote document.

23. **PERSONAL IDENTIFIERS:** If the University provides the Contractor with personal identifiers as listed in North Carolina General Statute 131-1.10 or any other legally confidential information, Contractor hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from University is necessary for the performance of Contractor duties and responsibilities on behalf of the University. Contractor further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.
24. **GIFTS:** Pursuant to Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor, including, but not limited to, architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor, to make gifts or to give favors to any State employee of the Office of the Governor and Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
 - (1) Have a contract with a governmental 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 specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

25. **IRAN DIVESTMENT ACT -CERTIFICATION AND ONGOING OBLIGATIONS:** The NC General Assembly recently enacted the Iran Divestment Act (S.L. 2015-118). This requirement applies to all units of State government and to all political subdivisions of the State. The Iran Divestment Act List is a list published by the North Carolina Department of State Treasurer pursuant to the requirements of this Act that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> .

By accepting an order from the University, the Contractor certifies that, as of the date of acceptance, it is not on the then-current version of the Iran Divestment Act List. Contractor agrees to not contract with any person to perform a part of the contractual work, if, at the time the Contractor enters into a subcontract, that person is on the then-current version of the Iran Divestment Act List. Contractor further agrees to notify the Procurement Specialist if, at any time during the contract term, including any renewal terms, it is added to the Iran Divestment Act List.

7. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina State University General Contract Terms and Conditions, and (4) Instructions to Bidders.
8. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
9. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
10. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
11. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
12. **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 bidder remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Bidders are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
13. **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 bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
14. **ACCEPTANCE AND REJECTION:** The University reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
15. **REFERENCES:** The University reserves the right to require a list of users of the exact item offered. The quote evaluators may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
16. **TAXES:**
 - **FEDERAL:** University is exempt from Federal Taxes, such as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code. University's tax exempt id no is 400021.
 - **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.
17. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to the University as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the University to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the University or the bidder, the University reserves the right to accept any item or group of items on a multi-item bid. The University 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 University to be pertinent or peculiar to the purchase in question.

After the foregoing evaluation, the quotes will be reviewed to determine if there are any North Carolina resident Bidders

that submitted responsive quotes and requested the price-matching preference pursuant to Executive Order #50 and G.S. § 143- 59. If such Bidders are found, the evaluators and/or purchaser will then determine whether any of the North Carolina resident Bidders qualify for this preference and, if so, make the contract award pursuant to Paragraph 22 below.

18. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the University 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.
19. **CONFIDENTIAL INFORMATION:** Bidders should give specific attention to the identification of those portions of their proposals that they deem to be trade secrets and provide any justification why such materials, upon request, should not be disclosed. However, if the information you deem confidential is NOT a trade secret then the information will be released. The University may only keep information confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3.

Bidders shall clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks all pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

CONFIDENTIALITY OF BIDS: In submitting its quote, the Bidder agrees not to discuss or otherwise reveal the contents of the quotes to any source outside of the University, until after the award of the contract. All Bidders are advised that they are not to have any communications with the using department during the evaluation of the bids (i.e., after the opening of the bids and before the award of the contract), unless the University's purchaser contacts the Bidder(s) for purposes of seeking clarification. A Bidder shall not: transmit to the using department any information commenting on the ability or qualifications of any other Bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other Bidder'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 RFQ. Bidders not in compliance with this provision may be disqualified, at the option of the University, from the contract award. Only those communications authorized by this RFQ are permitted.

20. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the University's property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
21. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bidders may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. 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.

If a protest is based on a challenge to the qualification of a North Carolina resident Bidder awarded a contract pursuant to Executive Order #50 (price-matching preference), the University may request the North Carolina resident Bidder to produce documentation substantiating the North Carolina resident Bidder's qualification for the subject preference. The University should request the supporting documentation within the 10-day period it 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 Bidder. Pursuant to Paragraph 22 below, the North Carolina resident Bidder shall produce to the University the requested documentation within five (5) business days of the University'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 bidder submits to the University 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 University shall preserve the confidentiality of such documents.

22. **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.
23. **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.

24. **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.”

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

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

If the lowest responsible quote was submitted by nonresident Bidder and there are one or more North Carolina resident Bidders that submitted a price that was within 5% or \$10,000 of the nonresident Bidder’s price, then the evaluators shall review the Certification(s) of the resident Bidder(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 Bidder(s) certifications. The evaluators may seek clarification of the certifications and/or information in a resident Bidder’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 Bidder’s payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding Bidder’s management or directors of its business or trade of its principal place of business). If the resident Bidder’s Certification for the price-matching preference is challenged in a protest, the resident Bidder shall provide the foregoing information and/or documentation to the University within five (5) business days of receiving a request from the University for such information and/or documentation. Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the University is prohibited from making public disclosures of the Bidder’s tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the University 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 resident Bidder’s qualification for the price-matching preference). In order to further preserve the confidentiality of Bidder’s tax information and documentation provided to the University, the Bidder shall comply with Paragraph 17 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 Bidder(s) was or was not qualified for the price matching preference.

If more than one North Carolina resident Bidder 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 the qualified North Carolina resident Bidder that submitted the lowest quote should get the first opportunity to match the quote of the nonresident lowest responsible Bidder. If the lowest responsible and qualified North Carolina resident Bidder declines to accept contract award, then the contract should be offered to the next lowest qualified North Carolina resident Bidder and to continue in this manner until either a qualified North Carolina resident Bidder accepts to contract award or the award is made to nonresident Bidder, if no qualified North Carolina resident Bidder 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 Bidder 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 Bidder'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 University determines that: the certifications or information in the Certification were false, substantially inaccurate, materially misleading; or the Bidder failed to provide, within the specified time period, the information and documentation the University requested, then the University may:

- (1) Cancel the resident Bidder's contract and/or purchase order that was awarded based on the price-matching preference and resident Bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the University may incur by awarding the contract to the next lowest Bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future University bidding opportunities;
- (3) Action may be taken against the bidder 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 Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

25. **ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:** The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Vendors must:

- a. Assure all features, components and sub-systems of the software or IT System contained on this RFQ **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFQ does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;

- b. If the Voluntary Product Accessibility Templates (VPAT) (<http://www.access-star.org/ITI-VPAT-v1.2.html>) are used, they must include compliance checklists for:

1. Technical Standards,
2. Function and Performance Criteria
3. Documentation and Support

- c. The product offered in response to this RFQ is subject to an accessibility evaluation by the University.