

NC STATE UNIVERSITY

Raleigh, North Carolina Request for Quotation (RFQ)

#63-DMP1193929 - Fire Extinguisher Purchases / Services / Inspections

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)

September 10, 2026

REQUIRED SUPPLIER INFORMATION:**Supplier Name & Address:****Authorized Rep's Name:****Title:****Email:****Phone #:****Quote # DMP1193929****Questions Due Date & Time:****9/16/2026, 12:00 PM****Due Date & Time:****9/24/2026, 5:00 PM****Buyer Contact Information:**

Dianne Coxson

dmpantel@ncsu.edu, (919) 513-4335

Requisition #: 0001193929

Using Department:

Env Health and Public Safety

FOB: DESTINATION - FREIGHT PREPAID

(unless otherwise indicated on RFQ)

Authorized Representative Signature:**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



General Terms & Conditions w/ Software



General Terms & Conditions with EO50



Software Terms & Conditions



Software as a Service Terms & Conditions



Rental Terms & Conditions



Lease/Purchase Terms & Conditions



Charter Bus Terms & Conditions



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/253251>**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.

All Questions must be submitted in writing, by
Email to dmpantel@ncsu.edu
On or before 12:00 pm, 9/16/2026.
NO PHONE CALLS ACCEPTED.
Communication with the end user while the bid is in process is strictly prohibited.

PROJECT TITLE: Fire Extinguisher Purchases / Services / Inspections

PROJECT DESCRIPTION: NC State University seeks quotations from qualified suppliers to provide various-sized fire extinguishers, services, inspections, and accessory parts in accordance with the requirements of NFPA 10 - 2013 edition and the 2018 NC Building Code, Fire Prevention Section.					
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:					

#63-DMP1193929 FIRE EXTINGUISHER – PROVISION AND SERVICES

SECTION I: SCOPE OF WORK & TECHNICAL SPECIFICATIONS

1.0 BACKGROUND/ PURPOSE

North Carolina State University (herein referred to as the "University" or "NCSU") seeks proposals from qualified suppliers {hereafter referred to as the "Vendor" or "Contractor"} to:

- a. Provide fire extinguishers for purchase.
- b. Perform inspections, maintenance, testing, recharging, and annual servicing (to include parts and supplies).
- c. Align all work with the requirements of NFPA 10 (2026 edition) and the North Carolina Building Code, Fire Prevention Section.
- d. Maintain complete and accurate electronic recordkeeping, to include at a minimum:
 1. Entering all field inspections daily into the University's inspection tracking software (currently F-Inspect).
 2. Providing a comprehensive monthly list of all services performed during each billing period, which shall serve as the mandatory backup documentation to justify and reconcile that month's billing total.
 3. Maintaining a compiled list of fire extinguishers recommended for replacement (detailed by equipment type and serial number) in accordance with the approval and replacement processes outlined below.

Most of the extinguishers are located on the North Carolina State University campus, at zip codes 27606 and 27607 (North Campus, Central Campus, South Campus, West Campus, and Centennial Campus); however, there are approximately 200 extinguishers located on the University's Lake Wheeler (27603) and Reedy Creek (27607) properties.

The Vendor is required to keep all inspections, maintenance, testing, recharging, and annual service records up to date on the University's software platform (currently F-Inspect).

The University implements and oversees a code-compliant inspection program developed in accordance with the NC Fire Code, NFPA standards, and industry best practices.

NC State University reserves the right to award the entire contract to one vendor.

2.0 CONTRACT PERIOD

The initial contract period will be twelve (12) months from the date of award. Under the same terms and conditions contained herein, the University reserves the option to renew with the awarded supplier for up to four (4) additional one-year periods, not to exceed a total of five (5)

contract years.

3.0 SCOPE OF WORK

3.1 Supplying Brand New Extinguishers

- a. Upon request, the Vendor shall provide brand new, unused, and currently manufactured fire extinguishers of the types and sizes specified in the cost proposal. Refurbished, used, or remanufactured extinguishers are not acceptable under this contract.
- b. Extinguishers shall be delivered to the designated University storage room packaged in their original manufacturing boxes and shipping containers. To ensure precise management of equipment lifecycle "born on" dates and prevent premature inspection obligations, no new fire extinguishers shall be unboxed, prepared, or deployed until the Vendor receives explicit authorization from NCSU to press the units into active service. Vendor will provide the serial number for every fire extinguisher purchased (so NCSU does not have to open the package to see the serial number).
- c. The preferred delivery timeframe for ordered extinguishers is seventy-two (72) hours, and must not exceed one (1) week from the order date. Timely notification of delays and alternative equipment options are required.

3.2 Extinguisher Inspection Program

To guarantee operational readiness, complete coverage, and administrative consistency, the Vendor shall execute the overall inspection program in accordance with the following criteria:

- a. **Scope of Inspections:** The Vendor shall conduct professional on-site annual and monthly inspections of all designated University-owned fire extinguishers. This scope encompasses all extinguishers located across the main NCSU campus (North, Central, South, West, and Centennial campuses), as well as those situated at the Reedy Creek and Lake Wheeler properties.
- b. **Prescribed Monthly Routing & Scheduling:** The Vendor must strictly follow prescribed monthly routes and schedules provided by the University. Certain routes require close coordination and scheduled visits that align with campus partners' specific operating hours and access availability (such as secure research laboratories, agricultural operations, student housing, and restricted facilities). See the attached outline reflecting Routes 1–29 as they currently exist. The schedule is subject to fluctuation based on the number of inspectors available per day and/or week. The final schedule, assignments, and related details will be mutually agreed upon by both parties.
- c. **Daily Portal Data Logging:** All inspection findings, equipment parameters, and statuses must be logged electronically into the University's online tracking software (currently F-Inspect) via mobile tablets or laptops on a daily basis. Bulk entry at the end of a week or month is strictly prohibited.

- d. **Fluctuation of Inventory:** While the current estimated active inventory of extinguishers is provided in Section 10.0, the University reserves the right to add or remove fire extinguishers requiring inspections at any time during the course of the contract period.
- e. **Monthly Inspection Designations:** Not all extinguishers in the University's overall inventory will require monthly inspections by the Vendor. Certain departments or areas of campus (e.g., specific housing or facilities groups) will perform their own monthly inspections using existing internal maintenance staff. Approximately 2,000 fire extinguishers will be inspected monthly by the Facilities Housing Group, with inspections occurring eleven times per year. The contractor will be responsible for completing the annual inspections during the month of December. These inspections will cover the Residential buildings, which consist of a total of 79 buildings.
- f. **Right to Re-Designate:** The University reserves the exclusive right to change the designation of any fire extinguisher(s) at any time during the contract period-shifting them from needing both monthly and annual Vendor inspections to only needing annual Vendor inspections, and vice-versa. A minimum of 30 days' notice will be provided to the contractor if there is a need to re-designate fire extinguisher inspection services as contracted. Per 11.4: No adjustment to the contracted costs will be required as a result of any such change. The established per-unit cost will remain in effect, with any changes reflected in the contractor's monthly billing for services rendered.
- g. **Licensing & Self-Performance:** Annual inspections must satisfy NCDOL (North Carolina Department of Insurance) requirements. The Vendor must be a licensed and approved entity for the annual servicing requirement in the NC Fire Code. Proof of licensing/approved entity status must be provided within the bid proposal.
- h. **Dedicated Personnel:** Vendor must provide the number of qualified fire extinguisher technicians that will be assigned to the NC State University campus to perform the monthly inspections in accordance with the provided Route Schedule. Also provide the names/titles and contact information for the dedicated technicians
- i. **No Subcontracting:** No subcontract service providers, independent contractors, or third-party companies may be used to complete any portion of the annual or monthly inspections. All inspections must be performed directly by the Vendor's qualified, W-2 employed personnel.

3.3 Servicing and Maintaining Extinguishers

- a. **Core Servicing & Maintenance Standards:**
 - 1. Provide NFPA and Code-compliant services at the specific timeframes indicated on the cost proposal for each extinguisher type.
 - 2. Ensure all extinguishers returned to the University after servicing are in a serviceable,

field-ready condition **PRIOR** to returning them to their active field service stations. Any servicing packaging materials are the responsibility of the supplier to remove and dispose of prior to active deployment.

3. *Servicing* includes recharges as appropriate, physical inspection tags, tamper seals, and pin replacements.
4. *Maintaining* includes replacing broken or missing parts (pins, seals, hoses, CO2 discharge horns, hangers, tags, and manufacturer labels).
5. Vendor will provide a replacement serial number/barcode sticker **ONLY** if the original serial number is no longer legible or scannable. The Vendor will report the "new" serial number along with the prior serial number to the Fire Extinguisher Program Manager to maintain the history of the individual fire extinguisher.
6. Provide on-site inspections to satisfy the annual inspection requirement in NFPA 10 (2026 edition) and the NC Fire Code, with inspections to include the annual service tags and replacement of the tamper seals.

b. Mandatory Use of NCSU Backup Stock & Loaner Prohibition:

1. The University will maintain a dedicated on-site stock of backup extinguishers for all approved extinguisher types.
2. If an extinguisher needs to be temporarily or permanently removed from its service station for recharging, testing, or maintenance, the Vendor must immediately replace it with an equivalent unit drawn directly from this designated NCSU backup stock.
3. The Vendor must log the swap in the F-Inspect software on the same day the swap occurs, mapping the backup unit's serial number to the active database station location to ensure continuous traceability.
4. **Strict Loaner Prohibition:** Under no circumstances shall the Vendor deploy, install, or utilize any non-NCSU-owned extinguishers (including the Vendor's own commercial loaner units or third-party temporary equipment) on any part of University properties. Every single extinguisher active in the field must be part of the official, University-owned inventory.

c. On-site Location for Staging, Service and Select Repairs:

1. The University will provide a dedicated on-site location for staging, service, and select repairs. This location will include one (1) parking space for the service supplier vehicle. The specified location for delivery and pick-up of extinguishers is the sub-ground level of the West Parking Deck located at 1125 Varsity Drive, Raleigh, NC 27607. Confirmation must be made with the University Fire and Life Safety section before scheduling any delivery or pick-up.
2. Pricing must include all costs for delivery/restoration of extinguishers to campus post-servicing. (See Section 3.7)

3.4 Extinguisher Retirement and Replacement Process

a. The 80% Cost Threshold Rule for Retirement:

1. To ensure fiscal responsibility, the Vendor must perform a lifecycle cost assessment on any extinguisher requiring service or repair.

2. If the cost of the upcoming service alone (including but not limited to the specific recharge, 5-year, 6-year, or 12-year maintenance, hydrostatic testing, and any associated replacement parts or labor required for that specific service event) is equal to or exceeds **eighty percent (80%)** of the contract unit cost for a brand-new replacement extinguisher of that exact type, the extinguisher must be slated for retirement.
3. The Vendor must identify all such extinguishers by their **serial number and type**, and formally recommend them for replacement in that month's comprehensive monthly report.

b. NCSU Surplus and Replacement Procurement Protocol:

1. If the University agrees with the retirement recommendation, the unserviceable extinguisher will be handled through the official **NCSU Surplus Property** process. The Vendor shall assist in decommissioning the unit from the active inventory line and staging it for surplus transfer.
2. Upon confirming retirement, the University will issue an order to the Vendor to supply a brand-new replacement extinguisher under the terms and pricing established in Section 3.1 and Section 11.1.
3. The University will ensure the decommissioned serial number is removed from the active tracking lists, and the Vendor must enter the new extinguisher's serial number and structural metadata into the F-Inspect software upon active deployment.

3.5 Provision of Parts and Accessories

Provide pricing for spare security pins, tamper seals, and inspection tags for replacement due to tampering in the field or weather-related wear and tear at outdoor locations. Costs must include field service as appropriate for the replacement part or accessory, including installation.

3.6 Tamper Seals and Inspection Tags

- a. **Annual Tamper Seal Colors:** Provide tamper seals of a different color each calendar year to allow for quick visual confirmation by inspection staff that the extinguishers have been serviced that year. Colors may be repeated every five (5) years.
- b. **Annual Inspection Tag Colors & Branding:** Provide annual inspection tags per extinguisher suitable for at least twelve (12) months of field inspections as part of any service provided by the awarded Vendor. These tags must be a different color each calendar year (matching the rotation rules of the tamper seals), with colors repeating no more than once every five (5) years. **The Vendor is strictly prohibited from selecting or utilizing orange-colored tags for any annual inspection cycle.** Additionally, all Vendor-supplied annual inspection tags must be custom-printed to feature the following exact identifier at the top of the tag: NC State University, Fire and Life Safety Programs, 919-515-2568
- c. **NCSU-Provided Replacement Tags:** If an inspection tag goes missing or is damaged in the field, the University will supply the Vendor with replacement tags to deploy. These

University-provided replacement tags will always be orange in color, and will be identified at the top as: NC State University, Fire and Life Safety Programs, 919-515-2568. These replacement tags will be made available by NC State staff to the Vendor's personnel for placement as appropriate.

3.7 On-Site Extinguisher Servicing

- a. The University will provide the option of having extinguishers serviced on-site and returned to their locations within University buildings.
- b. The Vendor shall describe in detail within their proposal:
 - 1. Vendor capabilities for on-site services.
 - 2. Which specific services can be executed on-site.
 - 3. Any utility connections required from the University to perform this work.
 - 4. Any additional costs to perform servicing on-site.
- c. If servicing equipment requires the use of hazardous materials, the Vendor must provide a plan for proper storage, use, and disposal. All waste must be removed from the University and disposed of appropriately in accordance with environmental regulations.

3.8 Servicing Standards

Provide services for all extinguisher types compliant with NFPA 10 (2026 edition). *(Note: The NFPA release edition will be updated as the fire code update is put in place by NC SCO and NC DOI).*

3.9 Servicing Plan

Provide a detailed plan identifying the method(s) to complete the monthly and annual inspection requirements regarding the total quantity of extinguishers under this scope. Provide the number of qualified fire extinguisher technicians that will be assigned to the NC State University campus to perform the monthly inspections in accordance with the provided Route Schedule.

- a. NCSU Campus Extinguishers:
 - 1. Monthly: ~4,100 extinguishers
 - 2. Annually: ~6,10000 extinguishers
- b. Reedy Creek and Lake Wheeler Properties:
 - 1. Monthly: ~200 extinguishers
 - 2. Annually: ~200 extinguishers

3.10 Servicing Response Standards

- a. Vendor must be able to respond to campus within a two (2) hour timeframe from initial contact in the event of an emergent need for service and/or replacement.
- b. This response window is applicable Monday through Friday, 8:00 AM to 5:00 PM, excluding University holidays.

4.0 DELIVERABLES

Project deliverables provided by the awarded supplier:

4.1 Daily Electronic Data Logging (F-Inspect)

The Vendor is required to capture and record the operational status of the University's extinguisher inventory directly in the field on a daily basis:

- a. **Real-Time Database Maintenance:** All completed monthly field inspections, annual inspections, maintenance events, hydrostatic tests, and inventory swaps must be logged electronically in the University's tracking system (currently F-Inspect) by 5:00 PM on the day the service occurs.
- b. **Traceable Equipment Mapping:** Any equipment swaps made using the designated on-site NCSU backup stock (as outlined in Section 3.3) must be mapped in F-Inspect on the same day the swap occurs (by 5:00 PM), ensuring that serial numbers in the database perfectly reflect actual field placement.

4.2 Monthly Service & Billing Reconciliation Report

Concurrently with the monthly invoice, the Vendor must submit a structured digital spreadsheet (Excel or CSV format) to the Fire Extinguisher Program Manager. This report serves as the mandatory, audit-compliant backup documentation to justify that month's billing total. The report must contain:

- a. A line-item record for each individual service action performed during the billing cycle.
- b. Key data fields for each line item, to include at a minimum:
 - 1. Date of Service
 - 2. Exact Location (Building Name, Floor, and Room Number/Corridor ID)
 - 3. Unique Extinguisher Serial Number
 - 4. Type and Size of Extinguisher (e.g., 10 lb. ABC, Class K)
 - 5. Action Taken (e.g., Monthly Inspection, Hydrostatic Test, Recharge, Hanger/Tag Replacement)
 - 6. Contract Line-Item Unit Price and Subtotal

4.3 Monthly Retirement & Replacement Recommendation Report

To support the operational requirements of Section 3.4, the Vendor must submit a monthly "80% Cost Threshold" report. This document must list all extinguishers inspected during the billing cycle that have been flagged for retirement. Each entry must provide:

- a. Extinguisher Serial Number and Manufacturer Date (Year)
- b. Current Physical Location
- c. Type and Classification
- d. Detailed description of the upcoming service alone (including labor and parts) that triggered the retirement rule.
- e. Estimated upcoming service cost vs. the contract price of a brand-new replacement unit.

5.0 SCHEDULE

- a. **Deliveries:** Establish a timeframe during normal business hours (8:00 AM - 5:00 PM, M-F)

- for extinguisher deliveries, to be agreed upon by the Fire and Life Safety department.
- b. **Pick-ups:** Establish a timeframe during normal business hours (8:00 AM - 5:00 PM, M-F) for extinguisher pick-ups, to be agreed upon by the Fire and Life Safety department.
 - c. **On-Site Servicing:** Establish an on-site servicing schedule during normal business hours (8:00 AM - 5:00 PM, M-F) at the designated on-site staging location.
 - d. **Field Inspections:** Establish an on-site field inspection schedule for the monthly field inspections of all University-owned fire extinguishers.
 - e. **Billing:** Establish a billing cycle to coincide with University business practices.

6.0 CONTRACT CHANGES

Any changes to the contract or approved equipment and services affecting the overall cost of the project or individual unit costs must be pre-approved in writing by NCSU Purchasing, the University's EH&PS Business Officer, the Department Director, and/or their designated representative prior to implementation. The University shall not be responsible for any expenses incurred that are not pre-approved in writing.

7.0 EXPERIENCE & REFERENCES

Proposing suppliers shall demonstrate a minimum of three (3) years of experience of comparable scope and scale in providing extinguishers and services as requested herein. References provided must demonstrate this experience. It is the supplier's responsibility to provide valid, contactable reference information. The University reserves the right to check references during the evaluation of quotations.

8.0 QUOTATION RESPONSE REQUIREMENTS

The University will not be bound by oral explanations or instructions given at any time during or after the competitive process. Incomplete quotations will not be considered.

Quotation Checklist:

- a. Completed Cover Page with Firm Name and Tax ID#
- b. Proof of licensing/approved entity status
- c. Completed Reference Page
- d. Signed Execution of Quotation Page
- e. Completed Cost Proposal Pages
- f. Proposal addressing each item in Section 3 (Scope of Work) and Section 5 (Schedules), to include qualifications of specific personnel. The Fire and Life Safety Department reserves the right to provide final approval of the brand of fire extinguisher purchased through the contractor.
- g. Certificate of Insurance (COi) meeting the requirements of Item 19 in the General Contract Terms and Conditions.
- h. Any applicable addenda required for return.

9.0 EVALUATION CRITERIA

All quotations will be evaluated according to the following criteria:

- a. **SCREENING CRITERIA:** Complete quote response. All items requested must be included in the response package and submitted as instructed. Incomplete responses will be considered "Non-responsive." Quotes meeting the screening criteria will then be further evaluated by the following criteria in order to select the Contractor providing the best overall value to the department requesting these services:
- b. **TECHNICAL & QUALITATIVE EVALUATION:**
 1. Proposal response to Section 3 (Scope of Work) and Section 5 (Schedules).
 2. Quoting supplier's understanding of the work required and proposed methods for accomplishment.
 3. Apparent qualifications of individuals proposed to perform the work.
 - a. (NFPA 10 Certification and Licensing Requirements: NFPA 10 certification requires completion of an approved training program, successful completion of the applicable examination, and fulfillment of any required experience qualifications.
 - b. Licensing and Business Requirements: In addition to technician certification, businesses performing fire extinguisher inspection, servicing, maintenance, or related work to hold an appropriate fire protection contractor license, fire equipment dealer license, or other applicable credential.
 - c. Technician Requirements: To perform annual maintenance, internal examinations, and hydrostatic testing of portable fire extinguishers in accordance with NFPA 10, technicians must have the appropriate training and certification to demonstrate the knowledge and skills necessary to perform the work safely, correctly, and in compliance with applicable regulatory requirements.
 4. References demonstrating the required experience (confirmed via reference checks).
 5. Cost Proposal.

10.0 CURRENT INVENTORY ESTIMATES

The following is an estimate of active inventory:

- a. 10 lb. ABC Dry Powder: **5,950**
- b. 5 lb. ABC Dry Powder: **350**
- c. 5 lb. CO2: **500**
- d. 5 lb. MRI Safe CO2: **2**
- e. Class K (2-1/2 Gallon): **40**
- f. Class D (20 lb.): **20**
- g. Water Cans (2-1/2 Gallon): **10**

Note: NC State is consolidating its available extinguisher inventory and will primarily utilize 10 lb. ABC extinguishers for most general service needs. In the event a special class of extinguisher is required, NC State will notify the Vendor.

11.0 COST PROPOSAL

Materials and services are to be ordered as needed, based on the unit prices shown below. Prices are to be FOB delivered to the specified University site.

11.1 New Extinguisher Purchasing

Equipment Description	Price per Unit (\$)
ABC Dry Chemical 10 lb. Multi-purpose Extinguisher	\$
ABC Dry Chemical 5 lb. Extinguisher	\$
Water 2-1/2 Gallon Extinguisher	\$
Combustible Metals Class D 20 lb. Extinguisher	\$
Carbon Dioxide (CO2) 5 lb. Extinguisher	\$
Carbon Dioxide (CO2) 5 lb. MRI Safe Extinguisher	\$
Class K 2-1/2 Gallon Extinguisher	\$

11.2 Extinguisher Recharging

Equipment Description	Recharge Price (At Vendor Site) (\$)	Recharge Price (On-Site at NCSU) (\$)
10 lb. ABC Extinguisher	\$	\$
5 lb. ABC Extinguisher	\$	\$
5 lb. CO2 Extinguisher	\$	\$
Class K 2-1/2 Gallon Extinguisher	\$	\$
20 lb. Class D Extinguisher	\$	\$

11.3 Hydrostatic Testing & Maintenance Intervals

Service Description	Price per Unit (\$)
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6-Year Maintenance & Recharge: ABC 10 lb.	\$
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6-Year Maintenance & Recharge: ABC 5 lb.	\$
12-Year Hydrostatic Test & Recharge: ABC 10 lb.	\$
12-Year Hydrostatic Test & Recharge: ABC 5 lb.	\$
5-Year Hydrostatic Test & Recharge: Water 2-1/2 Gallon	\$
5-Year Maintenance & Recharge: CO2 5 lb.	\$

11.4 Inspection Services

Service Description	Price per Unit/ Visit (\$)
NCSU Campus Extinguishers	
Monthly Inspections: Price per unit, reflecting eleven (11) visits per year	\$
Annual On-Site Inspections: Price per unit, reflecting one (1) visit per year	\$
Reedy Creek & Lake Wheeler Properties	
Monthly Inspections: Price per unit, reflecting eleven (11) visits per year	\$
Annual On-Site Inspections: Price per unit, reflecting one (1) visit per year	\$

11.5 Miscellaneous Equipment, Parts, and Service Charges

Description	Price per Unit/ Charge (\$)
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Extinguisher Pin (Off-cycle replacement)	\$
Inspection Tag / Annual Tag (Off-cycle replacement)	\$

Tamper Seal (Off-cycle replacement)	\$
Minimum Service Call Charge (Emergency/ After-Hours)	\$
Parking Permits (Required for on-site work - Service Provider (SP) Permit)	\$ 840.00

Note: The University reserves the right to select other than the lowest cost proposal, as is determined to be in the best interest of the University.

12.0 TECHNICAL DEFINITIONS & PROGRAM STANDARDS

(Reference guidelines for Fire & Life Safety staff and licensed contractors conducting work under this contract)

12.1 Definitions

- a. **Service:** Refers to recharges (as appropriate), inspection tags, tamper seals, and pin replacements.
- b. **Maintenance:** Refers to repairing or replacing parts that are broken or missing (pins, seals, hoses, CO2 discharge horns, hangers, tags, and manufacturer labels).
- c. **Inspection:** Refers to visual examinations to satisfy the annual inspection requirement in NFPA 10 (2026 edition) and the NC Fire Code, including annual service tags and tamper seal replacement.
- d. **Hydrostatic Testing:** Testing of a pressure vessel using pressurized water to verify structural integrity.
- e. **Carbon Dioxide (CO2):** Electrically non-conductive inert gas suitable for Class B and C fires.
- f. **Dry Chemical:** A powder (usually mono-ammonium phosphate) suitable for Class A, B, and C fires.
- g. **Clean Agent (including Halogenated Agents):** Non-conductive, gaseous extinguishing agent that does not leave a residue.
- h. **Dry Powder:** Solid materials in powder or granulated form suitable for Class D fires.
- i. **Wet Chemical:** Aqueous solution of salts forming an extinguishing agent suitable for Class K fires.
- j. **Water Cans:** Stored-pressure water extinguishers suitable for Class A fires.
- k. **Fire Extinguisher Technician:** The individual reporting to the facility performing the inspection, testing, and as-needed service work.
- l. **Fire Extinguisher Program Manager:** The NC State University Fire and Life Safety representative overseeing the Fire Extinguisher program.
- m. **Licensed Contractor:** The certified entity under contract with NCSU providing extinguisher maintenance and service work.

12.2 Monthly Inspection Protocol

The Vendor will be given a list of extinguishers and routes that are due each month for

inspections. Those inspections must be completed within the assigned month. To complete an inspection, the technician requires an electronic tablet, laptop, or mobile device to access the inspection template. Compliant inspections must address:

- a. **Location:** Confirm the extinguisher is in its proper location as listed in the database.
- b. **Mounting:** Ensure the extinguisher is mounted properly, unobstructed, and compliant with NC Fire Code Section 906. If mounting adjustments are needed, the Vendor will inform NCSU on the same day so that NCSU Fire/Life Safety personnel can submit a work order to the NCSU Facilities Division.
- c. **Safety Components:** Confirm the tamper seal, inspection tag, and security pin are in place and undamaged.
- d. **Physical Condition:** Check for dents, rust, clogged nozzles, or other physical damage. Ensure all manufacturer labels are legible.
- e. **Pressure Gauge:** Verify the gauge indicates proper operating pressure (if applicable). If a gauge is not present, assume the extinguisher has been discharged if the tamper seal is missing.
- f. **Service Expiration:** Ensure the unit is not out of date.
 - 1. Dry chemical extinguishers manufactured in 1984 or prior must be removed from service immediately (per NFPA 10 (2026 edition)).
 - 2. Dry chemical, clean agent, and dry powder extinguishers require internal service every six (6) years and hydrostatic testing every twelve (12) years.
 - 3. Carbon dioxide, pressurized water, and wet chemical extinguishers require service and hydrostatic testing every five (5) years.
- g. **Deficiency Resolution:** Extinguishers with deficiencies that cannot be corrected by the technician must be exchanged with a compliant unit of equal size/classification and transported to the designated staging area for vendor servicing.
- h. **Logging:** Record the inspection on the physical monthly tag with the inspector's initials, month, and year of the inspection, and log findings electronically.

12.3 Annual Inspection Protocol

The Vendor will be given a list of extinguishers and routes that are due each month for inspections. Those inspections must be completed within the assigned month. To complete an inspection, the technician requires an electronic tablet, laptop, or mobile device to access the inspection template. Compliant inspections must address:

- a. Verify manufacturing and servicing dates to determine if maintenance is due.
- b. Replace any unit due for maintenance with an in-date unit of equal size and type.
- c. Remove and replace the annual and monthly inspection tags with tags approved by NC OSFM.
- d. Inspect hoses and nozzles to ensure they are free of debris or blockage.
- e. Route all units requiring service to the designated staging area for Vendor retrieval.

NCSU Building Routes 1 through 29

Route	Building #	Building Name	Address	City	State	Zip Code	Building Code
001	730	Research Building I	1001 Capability Dr.	Raleigh	NC	27606	RB1
001	731	Research Building II	1009 Capability Dr.	Raleigh	NC	27606	RE2
001	733	Research Building III	1005 Capability Dr.	Raleigh	NC	27606	RE3
001	734	Research Building IV	909 Capability Dr.	Raleigh	NC	27606	RE4
002	782B	Koch Hall (Prev - Engineering Building II (EB2))	890 Oval Dr.	Raleigh	NC	27606	EB2
002	782C	Engineering Building III (EB3)	1840 Entrepreneur Dr.	Raleigh	NC	27606	EB3
003	123	Administrative Services Annex	2731 Sullivan Dr.	Raleigh	NC	27607	ASX
003	122	Administrative Services I	2721 Sullivan Dr.	Raleigh	NC	27607	AS1
003	121	Administrative Services II	2711 Sullivan Dr.	Raleigh	NC	27607	AS2
003	215	Administrative Services III	2601 Wolf Village Way	Raleigh	NC	27607	AS3
003	210	Env Health and Safety Center	2620 Wolf Village Way	Raleigh	NC	27607	EHS
003	238	Public Safety Center	2610 Wolf Village Way	Raleigh	NC	27607	PSC
003	223	West Chiller Plant	2761 Wolf Village Way	Raleigh	NC	27607	WCP
004	762A	BTEC - Golden LEAF Biomanufacturing Training and Education Center	850 Oval Dr.	Raleigh	NC	27606	BTC
004	705A	Centennial Campus Central Utility Plant (CCUP)	830 Main Campus Dr.	Raleigh	NC	27606	CTP
004	710	Partners Building II	840 Main Campus Dr.	Raleigh	NC	27606	PT2
004	713	Partners Building III	851 Main Campus Dr.	Raleigh	NC	27606	PT3
004	460	Plant Pathology Equipment Shed	550 Horticulture Rd.	Raleigh	NC	27606	PPE
004	763	Plant Sciences Building	840 Oval Dr.	Raleigh	NC	27606	PSB
004	712	Toxicology Building	850 Main Campus Dr.	Raleigh	NC	27606	TOX
005	720C	Constructed Facilities Lab	2414 Campus Shore Dr.	Raleigh	NC	27606	ERC
005	720A	Monteith Engineering Research Center (MRC)	2410 Campus Shore Dr.	Raleigh	NC	27606	MRC
005	720B	Parking Deck-Monteith Eng.Res.Ctr.	2410 Campus Shore Dr.	Raleigh	NC	27606	ERB
005	720D	Structures Storage Bldg	2410 Campus Shore Dr.	Raleigh	NC	27606	ESB
005	700	Textiles Complex	1020 Main Campus Dr.	Raleigh	NC	27606	TEX
005	720E	Waste Treatment Bldg at MRC	2410 Campus Shore Dr.	Raleigh	NC	27606	WTB
006	347	Aluminum Storage Bldg - CVM	1280 Horse Lane	Raleigh	NC	27607	ASB
006	345	Animal Husbandry Shed - CVM	4528 Terry Curtin Dr.	Raleigh	NC	27607	AHB
006	345A	Canine Facility I - CVM	1260 Horse Lane	Raleigh	NC	27607	VTL
006	345B	Canine Facility II - CVM	1250 Horse Lane	Raleigh	NC	27607	VTM
006	340	Canine Facility III - CVM	1221 Horse Lane	Raleigh	NC	27607	VTW
006	341A	CVM Holding Facility 341A	1261 Horse Ln.	Raleigh	NC	27607	HFA
006	332	CVM Research Support Facility	4831 Terry Curtin Dr.	Raleigh	NC	27607	HWF
006	324	CVM Research Support Storage	1131 Ruminant Lane	Raleigh	NC	27607	CCL
006	325	CVM Translational Research Facility	4710 Terry Curtin Dr.	Raleigh	NC	27607	TRF
006	319	Dairy Facility - CVM	4701 Terry Curtin Dr.	Raleigh	NC	27607	DFC
006	304	East Barn - CVM	4705 Terry Curtin Dr.	Raleigh	NC	27607	VTD
006	322	Farrowing House - CVM	1130 Poultry House Lane	Raleigh	NC	27607	VTs

006	344	Fish House - CVM	1240 Horse Lane	Raleigh	NC	27607	FH1
006	320	Gestation Breeding House - CVM	1131 Ruminant Lane	Raleigh	NC	27607	VTT
006	306	Grounds Shop - CVM	1121 Ruminant Lane	Raleigh	NC	27607	GSV
006	315	Milking Parlor - CVM	4715 Terry Curtin Dr.	Raleigh	NC	27607	VTO
006	346	Oyster Res Fac - CVM	1270 Horse Lane	Raleigh	NC	27607	VTY
006	342	Pig House - CVM	1220 Horse Lane	Raleigh	NC	27607	PHV
006	343	Poultry House - CVM	1230 Horse Lane	Raleigh	NC	27607	VT1
006	324A	Storage Shed - CVM	4840 Terry Curtin Dr.	Raleigh	NC	27607	SSV
006	341	Swine Housing - CVM	1241 Horse Lane	Raleigh	NC	27607	VTN
006	321	TAU Finishing House - CVM	1140 Poultry House Lane	Raleigh	NC	27607	FIN
006	305	Teaching Animal Unit - CVM	4700 Terry Curtin Dr.	Raleigh	NC	27607	VTE
006	307	Vet School Unit 1 (Finger Barn 1) - CVM	4800 Terry Curtin Dr.	Raleigh	NC	27607	VTG
006	308	Vet School Unit 2 (Finger Barn 2) - CVM	4810 Terry Curtin Dr.	Raleigh	NC	27607	VTH
006	309	Vet School Unit 3 (Finger Barn 3) - CVM	4820 Terry Curtin Dr.	Raleigh	NC	27607	VTI
006	310	Vet School Unit 4 (Finger Barn 4) - CVM	4830 Terry Curtin Dr.	Raleigh	NC	27607	VTJ
006	311	Vet School Unit 5 (Finger Barn 5) - CVM	4840 Terry Curtin Dr.	Raleigh	NC	27607	VTK
006	323	Wash Building - CVM	1120 Poultry House Lane	Raleigh	NC	27607	CHE
006	303	West Barn - CVM	4725 Terry Curtin Dr.	Raleigh	NC	27607	VTC
007	787B	Carol Johnson Poole Clubhouse	1509 Main Campus Dr.	Raleigh	NC	27606	GC2
007	755D	Cherry Building	715 Barbour Dr.	Raleigh	NC	27603	CHB
007	786A	Dorothy and Roy Park Alumni Ctr	2450 Alumni Dr.	Raleigh	NC	27606	ALC
007	792B	Friday Institute	1890 Main Campus Dr.	Raleigh	NC	27606	FIW
007	787C	Maintenance Facility - Lonnie Poole Golf Course	1525 Main Campus Dr.	Raleigh	NC	27606	GC3
007	755A	Spring Hill House	705 Barbour Dr.	Raleigh	NC	27603	SHH
007	755B	Spring Hill Storage	705 Barbour Dr.	Raleigh	NC	27603	HHS
008	782A	Engineering Building I (EB1)	911 Partners Way	Raleigh	NC	27606	EB1
008	782E	Fitts-Woolard Hall	915 Partners Way	Raleigh	NC	27606	FWH
008	774A	Oval West Parking Deck	914 Partners Way	Raleigh	NC	27606	PC1
009	783A	James B Hunt Jr Centennial Campus Library	1070 Partners Way	Raleigh	NC	27606	JHL
009	775	Partners Building I	1017 Main Campus Dr.	Raleigh	NC	27606	PT1
009	781A	Poulton Innovation Center	1021 Main Campus Dr.	Raleigh	NC	27606	PIC
010	047	D.H. Hill Jr. Library (East Wing)	2 Broughton Dr.	Raleigh	NC	27607	DHL
010	047A	D.H. Hill Jr. Library (Erdahl-Cloyd West Wing)	2 Broughton Dr.	Raleigh	NC	27607	EC
010	047B	D.H. Hill Jr. Library (North Bookstacks)	2 Broughton Dr.	Raleigh	NC	27607	DLH
010	047C	D.H. Hill Jr. Library (South Bookstacks)	2 Broughton Dr.	Raleigh	NC	27607	DHN
011	300A	CVM Research Building	1051 William Moore Dr.	Raleigh	NC	27607	CRA
011	338A	Equine Isolation Stalls - CVM	4835 Terry Curtin Dr.	Raleigh	NC	27607	EIS
011	300E	Parking Deck - CBC Centennial Biomedical Campus - CVM	1061 William Moore Dr.	Raleigh	NC	27607	PCB
011	302	Power Plant - CVM	4881 Terry Curtin Dr.	Raleigh	NC	27607	VTB
011	300C	Terry Companion Vet Med Center - CVM (Terry Center)	1052 William Moore Dr.	Raleigh	NC	27607	TAC

012	140A	3115 Western Boulevard (Former Army Reserve Center)	3115 Western Blvd.	Raleigh	NC	27606	ARC
012	272	Avent Ferry Technology Center	2114 Avent Ferry Rd.	Raleigh	NC	27606	AFH
012	132	Joyner Visitor Center	1210 Varsity Dr.	Raleigh	NC	27606	JVC
012	129A	McKimmon Addition	1101 Gorman St.	Raleigh	NC	27606	MKA
012	129	McKimmon Center	1101 Gorman St.	Raleigh	NC	27606	MCK
012	240	MEAS Field Lab	1321 Varsity Dr.	Raleigh	NC	27606	MEA
012	242	Solar House	1201 Gorman St.	Raleigh	NC	27606	SOH
012	242A	Solar House Storage	1201 Gorman St.	Raleigh	NC	27606	SR1
012	250A	Varsity Research Building	1575 Varsity Dr.	Raleigh	NC	27606	VRB
012	131	Western Blvd. Business Service	1220 Varsity Dr.	Raleigh	NC	27606	WBS
013	063	Campus Health Center	2815 Cates Ave.	Raleigh	NC	27607	CHC
013	101	Carmichael Gymnasium	2611 Cates Ave.	Raleigh	NC	27607	CG
013	086	Cates Avenue Steam Plant	2811 Cates Ave.	Raleigh	NC	27607	CAP
013	077	Holmes Hall	2751 Cates Ave.	Raleigh	NC	27607	HH
013	081	Witherspoon Student Center	2810 Cates Ave.	Raleigh	NC	27607	WSC
014	106	Clark Hall	221 Jensen Dr.	Raleigh	NC	27607	CH
014	099	Coliseum Parking Deck	201 Jeter Dr.	Raleigh	NC	27607	PD
014	115F	Dail Softball Stadium Batting Cage	2505 Cates Ave.	Raleigh	NC	27607	DSS
014	115C	Dail Softball Stadium Pressbox and Seating	2505 Cates Ave.	Raleigh	NC	27607	WSP
014	115D	Dail Softball Stadium Toilet-Concessions-Elect-Mech Building	2505 Cates Ave.	Raleigh	NC	27607	WSF
014	105	Frank Thompson Hall	2241 Dunn Ave., 210 Jensen Dr.	Raleigh	NC	27607	TPS
014	115H	Press Box - Dail Soccer Field at Derr Track	2505 Cates Ave.	Raleigh	NC	27607	PDS
014	104	Price Music Center	2620 Cates Ave.	Raleigh	NC	27607	PMC
014	115G	Restrooms - Dail Soccer Field at Derr Track	2505 Cates Ave.	Raleigh	NC	27607	RDS
014	115E	Storage Shelter - Dail Facility	2505 Cates Ave.	Raleigh	NC	27607	WSB
014	102	Talley Student Union	2610 Cates Ave.	Raleigh	NC	27607	TSU
014	115J	Team Building - Dail Soccer Field at Derr Track	2505 Cates Ave.	Raleigh	NC	27607	TDS
015	449B	4101 Beryl Road	4101 Beryl Rd.	Raleigh	NC	27606	BH2
015	446C	Arboretum - HFL Support Bldg	558 Horticulture Rd.	Raleigh	NC	27606	AHS
015	446B	Bobby G. Wilder Visitor Center	4421 Beryl Rd.	Raleigh	NC	27606	AZH
015	446D	JC Raulston Arboretum Lath House (Shade Structure)	4415 Beryl Rd.	Raleigh	NC	27606	LH1
015	446	Ruby McSwain Education Center	4415 Beryl Rd.	Raleigh	NC	27606	RME
016	158H	Dail Outdoor Tennis Stadium	1084 Varsity Dr.	Raleigh	NC	27607	DTS
016	158E	Doak Field - Concessions/Mens Room	1081 Varsity Dr.	Raleigh	NC	27607	TMC
016	158F	Doak Field - Concessions/Womens Room	1081 Varsity Dr.	Raleigh	NC	27607	TWC
016	158B	Doak Field - Field House and Seats	1081 Varsity Dr.	Raleigh	NC	27607	FHD
016	158C	Doak Field - Indoor Batting Cage	1081 Varsity Dr.	Raleigh	NC	27607	IBC
016	158D	Doak Field - Press Box	1081 Varsity Dr.	Raleigh	NC	27607	PBD
016	158G	Doak Field - Ticket Booth	1081 Varsity Dr.	Raleigh	NC	27607	TBD
016	126	Fleet Services Facility	621 Motor Pool St.	Raleigh	NC	27607	FSF

016	082	Fountain Dining Hall	2520 Sullivan Dr.	Raleigh	NC	27607	DIN
016	158A	J.W. Isenhour Tennis Center	1080 Varsity Dr.	Raleigh	NC	27607	JWT
016	124C	Landscape Equipment	610 Motor Pool St.	Raleigh	NC	27607	LES
016	124E	Landscape Storage	610 Motor Pool St.	Raleigh	NC	27607	LAS
016	124K	Storage Building at Sullivan Drive	610 Motor Pool St.	Raleigh	NC	27607	LSS
016	126D	Sullivan Shops Building I	625 Motor Pool St.	Raleigh	NC	27607	SS1
016	126E	Sullivan Shops Building II	629 Motor Pool St.	Raleigh	NC	27607	SS2
016	124A	Sullivan Shops Building III	620 Motor Pool St.	Raleigh	NC	27607	SS3
016	124B	Sullivan Shops Building III Recycling	630 Motor Pool St.	Raleigh	NC	27607	SSR
017	169A	Applied Energy Research Lab I	570 Horticulture Rd.	Raleigh	NC	27606	AE1
017	163K	Attendant Station at Bulk Debris Site - Leonard Building	563 Horticulture Rd.	Raleigh	NC	27606	BD2
017	164A	Dearstyne Avian Health Center	3221 Ligon St.	Raleigh	NC	27606	DEA
017	164C	Dearstyne Entomology Bldg	3230 Ligon St.	Raleigh	NC	27606	DEC
017	164B	Dearstyne Isolation Units	3221 Ligon St.	Raleigh	NC	27607	DEB
017	163F	MAE Lab (at West Research Annex)	3217 Ligon St.	Raleigh	NC	27607	MAE
017	161	Materials Support Warehouse	3240 Ligon St.	Raleigh	NC	27606	MSW
017	163G	Natural Resource Storage Building	571 Horticulture Rd.	Raleigh	NC	27606	SRB
017	163	Pfiesteria Research Lab	3235 Ligon St.	Raleigh	NC	27606	SAR
017	169E	Research Annex Metal Bldg.	574 Horticulture Rd.	Raleigh	NC	27606	RAM
017	165A	Research Annex West A	3210 Ligon St.	Raleigh	NC	27606	RA
017	165B	Research Annex West B	3220 Ligon St.	Raleigh	NC	27606	RAW
018	317A	CBC Facilities Service Center	3916 Westchase Blvd.	Raleigh	NC	27607	FSC
018	317B	CBC Grounds Vehicle Storage	3916 Westchase Blvd.	Raleigh	NC	27607	GVS
018	134	CVM Annex	1400 Blue Ridge Rd.	Raleigh	NC	27607	CVA
018	301	CVM Main Building	1060 William Moore Dr.	Raleigh	NC	27607	VET
019	135B	Carter Finley Stadium - Gates	4600 Trinity Rd.	Raleigh	NC	27607	PB
019	135	Carter-Finley Stadium - North End Zone	4600 Trinity Rd.	Raleigh	NC	27607	CF1
019	135J	Close-King Indoor Practice Facility	4550 Trinity Rd.	Raleigh	NC	27607	IPF
019	135G	Football Practice Facility	4156 Westchase Blvd.	Raleigh	NC	27607	FPF
019	130J	Short Game Practice Facility	4210 Hillsborough St.	Raleigh	NC	27607	SGP
019	135C	TowneBank Center	4680 Trinity Rd.	Raleigh	NC	27607	CF2
019	135F	Wendell H. Murphy Football Center	4600 Trinity Rd.	Raleigh	NC	27607	WMF
020	085N	Bragaw Switching Station North Switchgear	2905 Thurman Dr.	Raleigh	NC	27607	BSN
020	085S	Bragaw Switching Station South Switchgear	2905 Thurman Dr.	Raleigh	NC	27607	BSS
020	103	Case Academic Center	240 Jeter Dr.	Raleigh	NC	27607	CAC
020	090	Harris Hall	2831 Thurman Dr.	Raleigh	NC	27607	HRH
020	090A	Pullen Hall	201 Dan Allen Dr.	Raleigh	NC	27607	PUL
020	100	Reynolds Coliseum	2411 Dunn Ave.	Raleigh	NC	27607	COL
020	111	Weisiger-Brown Athletic Facility	2500 Warren Carroll Dr.	Raleigh	NC	27607	WB
020	083	West Dunn Building	2901 Thurman Dr.	Raleigh	NC	27607	WDB

021	128	Butler Communications Bldg.	3210 Faucette Dr.	Raleigh	NC	27607	BUT
021	117	D. S. Weaver Labs	3110 Faucette Dr.	Raleigh	NC	27607	DSW
021	118	Grinnells Lab	3200 Faucette Dr.	Raleigh	NC	27607	GRL
021	114	Hodges Wood Products	411 Dan Allen Dr.	Raleigh	NC	27607	HWP
021	114C	Hodges Wood Products Storage East	411 Dan Allen Dr.	Raleigh	NC	27607	HWE
021	114B	Hodges Wood Products Storage North	411 Dan Allen Dr.	Raleigh	NC	27607	HWN
021	065	Main Distribution Frame	401 Dan Allen Dr.	Raleigh	NC	27607	MDF
021	120	Schaub Food Science Building	400 Dan Allen Dr.	Raleigh	NC	27607	SFS
021	117A	Weaver Administration Bldg	3100 Faucette Dr.	Raleigh	NC	27607	WAB
021	117C	Weaver Lab Gasification Research Shelter	3112 Faucette Dr.	Raleigh	NC	27607	WLC
021	117B	Weaver Labs Garage	3112 Faucette Dr.	Raleigh	NC	27607	WLB
021	216A	West Parking Deck	1125 Varsity Dr.	Raleigh	NC	27607	PW1
022	113	Biltmore Hall (Robertson Wing)	2820 Faucette Dr.	Raleigh	NC	27607	BI
022	058	Jordan Hall	2800 Faucette Dr.	Raleigh	NC	27607	JOR
022	058A	Jordan Hall Addition	2720 Faucette Dr.	Raleigh	NC	27607	JHA
022	113B	Pulp & Paper Labs	431 Dan Allen Dr.	Raleigh	NC	27607	PPL
023	171	Headhouse Unit 1 at Method	830 Method Rd.	Raleigh	NC	27606	GH1
023	172	Headhouse Unit 2 at Method	840 Method Rd.	Raleigh	NC	27606	GH2
023	173	Headhouse Unit 3 at Method	3131 Ligon St.	Raleigh	NC	27606	GH3
023	174	Headhouse Unit 4 at Method	3141 Ligon St.	Raleigh	NC	27606	GH4
023	168	USDA Facility	3127 Ligon Street	Raleigh	NC	27606	168
023	166	Weed Control Lab	3121 Ligon St.	Raleigh	NC	27606	WCL
023	166B	Weed Control Lab "B"	3121 Ligon St.	Raleigh	NC	27606	WCB
023	166C	Weed Control Lab "C"	3121 Ligon St.	Raleigh	NC	27606	WCC
023	166D	Weed Control Lab "D"	3121 Ligon St.	Raleigh	NC	27606	WCD
023	167	Weed Control Lab Storage	3111 Ligon St.	Raleigh	NC	27606	WCA
024	072	Biological Resources Facility	2761 Pillsbury Cir.	Raleigh	NC	27607	BRC
024	067A	Bostian Hall	2721 Pillsbury Cir.	Raleigh	NC	27607	BOS
024	075	David Clark Labs	100 Eugene Brooks Ave.	Raleigh	NC	27607	DCL
024	076	Fox Science Teaching Laboratory	2791 Pillsbury Circle	Raleigh	NC	27607	FOX
024	067	Gardner Hall	100 Derieux Pl.	Raleigh	NC	27607	GA
024	069	Kilgore Hall	2721 Founders Dr.	Raleigh	NC	27607	KI
024	078	Nelson Hall	2801 Founders Dr.	Raleigh	NC	27607	N
024	070	Phytotron	2731 Pillsbury Cir.	Raleigh	NC	27607	PHY
024	068	Scott Hall	2711 Founders Dr.	Raleigh	NC	27607	SC
025	055	Cox Hall	2700 Katharine Stinson Dr.	Raleigh	NC	27607	COX
025	054	Dabney Hall	2620 Yarbrough Dr.	Raleigh	NC	27607	DAB
025	067B	Thomas Hall	112 Derieux Pl.	Raleigh	NC	27607	THM
025	062	Williams Hall	101 Derieux Pl.	Raleigh	NC	27607	WMS
026	051	Broughton Hall	2601 Katharine Stinson Dr.	Raleigh	NC	27607	BR

026	053	Bureau of Mines	2500 Yarbrough Dr.	Raleigh	NC	27607	BM
026	042	Burlington Laboratory	2500 Katharine Stinson Dr	Raleigh	NC	27607	BU
026	030	Language and Computer Labs	2341 Katharine Stinson Dr	Raleigh	NC	27607	LAU
026	040	Mann Hall	2501 Katharine Stinson Dr	Raleigh	NC	27607	MN
026	050	Polk Hall	120 Broughton Dr.	Raleigh	NC	27607	PK
026	039	Riddick Hall	2401 Katharine Stinson Dr	Raleigh	NC	27607	RD
027	038	111 Lampe Drive	111 Lampe Dr.	Raleigh	NC	27607	LMP
027	036	1911 Bldg	10 Current Dr.	Raleigh	NC	27607	NIN
027	034	Page Hall	21 Current Dr.	Raleigh	NC	27607	PA
027	033	Park Shops	101 Current Dr.	Raleigh	NC	27607	PS
027	046	Patterson Hall	2501 Founders Dr.	Raleigh	NC	27607	PT
027	045	Ricks Hall	1 Lampe Dr.	Raleigh	NC	27607	RI
027	045A	Ricks Hall Addition	2401 Founders Dr.	Raleigh	NC	27607	RHA
027	032A	SAS Hall	2311 Katharine Stinson Dr	Raleigh	NC	27607	SAS
027	043	Withers Hall	101 Lampe Dr.	Raleigh	NC	27607	WI
028	011	Brooks Hall	50 Pullen Rd.	Raleigh	NC	27607	BS
028	003	Holladay Hall	20 Watauga Club Dr.	Raleigh	NC	27607	HOL
028	017	Information Center	2220 Katharine Stinson Dr	Raleigh	NC	27607	IC
028	011A	Kamphoefner Hall	2221 Katharine Stinson Dr	Raleigh	NC	27607	KAM
028	018	Leazar Hall	2230 Katharine Stinson Dr	Raleigh	NC	27607	LEZ
028	008	Peele Hall	10 Watauga Club Dr.	Raleigh	NC	27607	PH
028	024	Poe Hall	2310 Katharine Stinson Dr	Raleigh	NC	27607	POE
028	004	Winslow Hall	40 Pullen Rd.	Raleigh	NC	27607	WSL
028	029	Yarbrough Central Utility Plant (YCUP)	2411 Yarbrough Dr.	Raleigh	NC	27607	YDS
028	029C	Yarbrough Switchgear	2411 Yarbrough Dr.	Raleigh	NC	27607	YSG
029	049A	2806 Hillsborough St - Bldg A	2806 Hillsborough St.	Raleigh	NC	27607	HL1
029	049B	2806 Hillsborough St - Bldg B	2806 Hillsborough St.	Raleigh	NC	27607	HL2
029	138	3709 Hillsborough Street	3709 Hillsborough St.	Raleigh	NC	27607	HBS
029	025	Caldwell Hall	2221 Hillsborough St.	Raleigh	NC	27607	CAL
029	001	Gregg Museum of Art & Design	1903 Hillsborough St.	Raleigh	NC	27607	GRM
029	048	Hillsborough Building	2620 Hillsborough St.	Raleigh	NC	27607	HLB
029	006	Primrose Hall	2 Watauga Club Dr.	Raleigh	NC	27607	PRI
029	022	Tompkins Hall	2211 Hillsborough St.	Raleigh	NC	27607	T
029	080	Turner House	110 Brooks Ave.	Raleigh	NC	27607	TH
029	023	Winston Hall	2301 Hillsborough St.	Raleigh	NC	27607	WN

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/253251>

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://help.eunasolutions.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.

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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. **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.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina State University General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** The 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 a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** The 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.

14. TAXES:

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provide by Chapter 32 of the Internal Revenue Code.
- **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made 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.
16. **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.
17. **CONFIDENTIAL INFORMATION:** Contractors 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.

Contractors 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.

18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. 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.
19. **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. Offerors 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.
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

22. **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.

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.

NORTH CAROLINA STATE UNIVERSITY
GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)

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. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **BACKGROUND CHECKS:** The Supplier shall, at no additional cost to the University, secure appropriate background checks for all employees to be assigned to any resulting contract. These background checks shall include criminal conviction and sex offender checks at a minimum. These background checks shall be maintained by the supplier and are subject to audit by appropriate University or state officials at any time during and for five (5) years after the contract end date. NC State may withhold consent for any of Supplier's employees to be placed on a University assignment at its sole discretion. The Supplier shall immediately (same day as notification) remove any employee from NC State property that the University deems unfit for any reason.
6. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
7. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Contractor, the University may procure the 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 offeror 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 University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

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 any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

8. **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.

9. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.
10. **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.
11. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement.
12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
13. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
14. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of Contractor's provision of Services shall vest in NC State. Works of authorship and contributions to works of authorship created by Contractor in connection with its provision of Services are hereby agreed to be "works made for hire" within the meaning of 17 U.S.C. 201. However, if NC State is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then Contractor hereby assigns to NC State all right, title, and interest in such works and contributions.

Contractor agrees to provide NC State with any and all reasonable assistance which NC State may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by NC State.

Contractor warrants that its Services do not infringe the copyright of others and agrees to release, discharge and hold harmless NC State, its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of the Services or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.

No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

15. **ACCESS TO PERSONS AND RECORDS:** The State or NC State 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.
16. **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, the University may: a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

17. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
18. **AFFIRMATIVE ACTION:** The Contractor shall 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.
19. **INSURANCE:** 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 subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its 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/underinsured motorist; and \$1,000.00 medical payment.
- 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.
20. **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.
21. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Quote, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
22. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the University and the Contractor.
23. **TAXES:** 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.
24. **GENERAL INDEMNITY:** The contractor shall hold and save the University, 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 University's agents who are involved in the delivery or processing of contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

25. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the University or State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the University agent responsible for the contract.

Vendor must give notice to the University of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

26. **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.

27. **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.

28. **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.

YOUR COMPANY NAME _____

RFQ #: 63-DMP1193929 _____

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.

EXECUTION OF QUOTATION DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- N/A That, if required, the potential Contractor has attended the preproposal conference and is aware of the prevailing conditions associated with performing these services.
- ___ That the potential Contractor agrees to the conditions as set forth in this **Request for Quote** with no exceptions, and that the proposing vendor has made no changes to the original requirements or terms of the RFQ.
- ___ That the potential Contractor can obtain a performance bond, if required herein, and insurance as specified.
- ___ That the proposal is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. §143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I Felony.

Therefore, in compliance with the foregoing **Request for Quotation**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within thirty (30) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

CONTRACTOR _____ ADDRESS _____

PHONE: _____

CITY AND STATE _____ ZIP CODE _____ FAX: _____

TITLE: _____ EMAIL: _____

(SIGNATURE)

Type or Printed Name

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