



**University of North Carolina at Chapel Hill
Procurement Services**
 CB#1100, 104 Airport Drive Suite 2700
 Chapel Hill, NC 27599-1100
Telephone 919-962-2251 FAX 919-962-0636

**BID NUMBER MUST APPEAR ON ALL
QUOTATIONS
AND RELATED CORRESPONDENCE**

INVITATION FOR BIDS

Refer ALL Inquiries To	Mark Sillman	Issue Date:	05/11/26	BID NUMBER
Phone Number	919/962-9463	Requisition:	1001141831	3000012776
				OPENING DATE
				05/22/26

NOTICE TO BIDDERS

Bids must be sealed. Bids are subject to the conditions made a part hereof and will be received at this office until 1:00 PM on the opening date shown above and will then be opened.

Bids will include the supplies, materials, and/or services as described below, delivered "FOB destination Chapel Hill, NC" with all transportation charges prepaid and included in the bid price, Requested delivery date : 05/06/2026

Bids and/or addenda submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

Offer shall be valid for 60 days from date of bid opening unless otherwise stated here ----- days
Prompt Payment Discount ----- % ----- days

DELIVERY: Early delivery is requested and bidder is urged to state earliest guaranteed delivery. Delivery will be made from -----(city and state) within -----days after receipt of order
LIST: Name, address and telephone number from which service and parts are available. _____ _____ _____

[] YES [XXX] NO **Mandatory Site Visit/Pre-bid Conference**

Date:
Time:

Instructions: It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit on _____. Attendees must meet promptly at _____ Eastern Time at _____. All attendees must sign in upon arrival, and on-time attendance will be strictly enforced. Bids received from prospective Vendors that were not present for the entire site visit/pre-bid conference may be disqualified from award consideration. The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this IFB. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this bid. Vendors are cautioned that any information relayed to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered to be a part of this bid.



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EXECUTION

Certification: By executing this bid, the undersigned Vendor certifies that: (i) this bid is submitted competitively and without collusion (G.S. 143-54), (ii) none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), (iii) it is not an ineligible vendor as set forth in G.S. 143-59.1, (iv) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans, specifications or estimates for this IFB, or in awarding or administering the contract to result from this IFB, or in inspecting or supervising the services to be rendered (G.S. 133-32), (v) if any of the services to be performed under this IFB will be performed outside the United States by the Vendor or Vendor's subcontractors, Vendor has disclosed such information in writing to the University (G.S. 147-33.97); (vi) it acknowledges that the University's internal auditor and State of North Carolina auditors have the right under North Carolina law to access upon request the Vendor's records and representatives to audit fees and performance associated with procurement contracts (G.S. 147-64.7), (vii) it and each of its subcontractors for any contract resulting from this IFB complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system (G.S. §143-48.5). False certification may constitute a Class I felony under North Carolina law.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

BIDDER	FEDERAL TAX ID NUMBER
STREET ADDRESS	PO BOX NUMBER
CITY & STATE ZIP	TELEPHONE NUMBER
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING	TOLL FREE TELEPHONE NUMBER
AUTHORIZED SIGNATURE DATE	FAX NUMBER

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the University.



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UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

IFB # 3000012776

For internal processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.
 Failure to do so may subject your bid to rejection.**

Vendor Name

North Carolina State procurement vendor identification number for eVP

North Carolina Secretary of State vendor identification number

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://evp.nc.gov/SignIn>

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1.0 PURPOSE AND BACKGROUND

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the main body of this IFB document, plus the attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any contract award are incorporated herein by reference. All terms in this IFB shall be enforceable as contract terms. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.

2.2 IFB SCHEDULE

Event	Responsibility	Date and Time
Issue IFB	University	05-11-2026
Hold Pre-bid Meeting/Site Visit	University	N/A
Submit Written Questions	Vendors	05-13-2026 NLT 1:00 PM EST
Provide Response to Questions	University	ASAP
Submit Bids	Vendors	05-22-2026 NLT 1:00 PM EST
Contract Award	University	TBD <i>(date subject to change)</i>

2.3 BID QUESTIONS

Upon review of the IFB, Vendors may have questions regarding the IFB. Vendors shall submit any such questions by the above due date listed in the section titled "IFB Schedule" above.

Written questions shall be e-mailed to mark_sillman@unc.edu by the date and time specified above. No phone calls will be accepted. Vendors should enter "IFB #3000012776: Questions" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, the University's response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.4 BID SUBMITTAL

All bids are subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Mailing address for delivery of bid via US Postal Service	eVP
NOT AUTHORIZED	https://evp.nc.gov/ IFB NUMBER: 3000012776 University of North Carolina – CH Purchasing Services

IMPORTANT NOTE: All bids shall be delivered through the NC State eVP portal on or before the bid deadline in order to be considered timely. All risk of late arrival due to unanticipated delay is entirely on the Vendor. All Vendors are urged to take the possibility of delay into account when submitting a bid. **Attempts to submit a bid through the mail, hand delivery, via facsimile (FAX) machine, telephone or electronic means (other than eVP), including but not limited to e-mail, in response to this IFB shall NOT be accepted.**

The electronic copy of your bid must be provided as a single read-only package. The electronic files must NOT be password protected and must be capable of being copied to readable media such as Microsoft Word or Microsoft Excel.

2.5 BID CONTENTS

Vendors shall complete all of the applicable portions of this IFB that require the Vendor to provide information and include an authorized signature where indicated.

- a) Completed and signed version of EXECUTION PAGE, and signed receipt pages of any addenda released in conjunction with this IFB
- b) Completed version of ATTACHMENT A: LOCATION OF WORKERS UTILIZED BY VENDOR
- c) ATTACHMENT B: INSTRUCTIONS TO BIDDERS
- d) ATTACHMENT C: PRICING FORM
- e) ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **CONTRACT LEAD:** Representative of the University who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the University and who will administer the contract for the University.
- b) **END USER DEPARTMENT:** The department or unit of the University that receives the products procured from the Vendor.
- c) **FOB-DESTINATION:** Title transfers from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their bid, but no amount or charge not included as part of the total bid price will be paid.
- d) **IFB:** Invitation for Bids.
- e) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- f) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- g) **UNIVERSITY:** The University of North Carolina at Chapel Hill.
- h) **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to this Invitation for Bids.

2.7 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the University's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those must be submitted as questions in accordance with Section 2.4 BID QUESTIONS. If the University determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The University may also elect to leave open the possibility for later negotiation of specific components of the contract that have been addressed during the question and answer period. Other than through this process, the University will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Bidder submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. By execution and delivery of a bid in response to this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Bidders, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.4 BID QUESTIONS, about whether a specific, proposed modification is acceptable to or will be considered by the University. Identification of objections or exceptions to the University's terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the University may exercise its discretion not to consider any and all proposed modifications a Vendor may request.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

The University may obtain bids from one or more potential vendors. All bids will be evaluated and award will be based *on lowest responsive bid meeting specifications*

While the intent of this IFB is to award a contract to single vendor for all line items, the University reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the University to do so.

3.2 BID EVALUATION PROCESS

1. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The University reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
2. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
3. The University shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The University reserves the right to waive any minor informality or technicality in bids received.
4. For all responses that pass the initial review process, the University will review and assess the Vendors' pricing. The University may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the University is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.
5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, the University will make award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the University. Vendors are cautioned that this is an invitation for bids, not a request or an offer to contract, and the University reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the University.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the University to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 PRICING

Bid price shall constitute the total cost to End User Department for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT C: PRICING FORM and include with Bid.

Please refer to Attachment C for delivery details.

4.2 PRODUCT IDENTIFICATION

[XXX] MAKE AND MODEL

Manufacturer's name and model/catalog numbers shall be provided for the sole purpose of identification and to establish general quality level of the fire extinguishers being provided.

4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any location requested by the University with all transportation costs included in the total bid price.

The purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.



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4.4 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

111 Airport Dr
General Storeroom-125
CHAPEL HILL, NC 27599
USA

Successful Vendor must complete delivery within 15 consecutive calendar days after receipt of a request to purchase new fire extinguishers.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

4.5 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

Vendor warrants that all equipment furnished under this IFB will be new, of good material and workmanship. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the University.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the University to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? YES NO

Will the Vendor provide warranty service? YES NO, an authorized third party will perform warranty service

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.6 [XXX] REFERENCES

Vendors shall provide at least three (3) references for which your company has provided goods and services of substantially the same features and quantity to those solicited herein.

4.7 INVOICES

Invoices must include detailed line item information to allow End User Department to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices:

Vendor's Billing Address, Vendor's Federal ID Number, Order Date, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

- a) Invoices must be submitted to the End User Department at the following address:
University of North Carolina at Chapel Hill
104 Airport Dr
Campus box 1220
Chapel Hill, NC 27599-1220
- b) Invoices shall bear the purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number shall cause delay in payment.

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ATTACHMENT A: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute §143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this contract. The University will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

- a) **Will any work under this Contract be performed outside the United States?** YES NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this contract will be performed by the Vendor, any sub-contractors, employees, or other persons performing work under the contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-contractors that will perform work outside the U.S.:

- b) **The Vendor agrees to provide notice, in writing to the University, of the relocation of the Vendor, employees of the Vendor, sub-contractors of the Vendor, or other persons performing services under the contract outside of the United States** YES NO

NOTE: All Vendor or sub-contractor personnel providing call or contact center services to the State of North Carolina under the contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

- c) **Identify all U.S. locations at which performance will occur:**



ATTACHMENT B: 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 any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Bidders or elsewhere in this IFB document.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the General Terms and Conditions for Commodities and Services/Procurements of Information Technology Goods, and the specifications. The University objects to and will not evaluate or consider any additional terms and conditions submitted with a Bidder's 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. **EXECUTION:** Failure to sign the EXECUTION or Signature section will render bid invalid and it shall be rejected.
4. **TABULATIONS:** Written or verbal tabulations of the bids and award information may be obtained by contacting the purchaser named on the cover page. It shall be within the discretion of the named purchaser to format and present the tabulation and award information.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, Bidder's offer shall be valid for 60 days from the date of bid opening. Preference may be given to the bids allowing not less than 60 days for consideration and acceptance.
6. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. The University's standard payment terms are net, 30 days. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
7. **MAILING INSTRUCTIONS:** eVP. **It is the responsibility of the Bidder to have the bid in this office by the specified time and date of opening.**
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 the Bidder will be held responsible. 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. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications, and (3) the University of North Carolina at Chapel Hill Terms and Conditions noted on the IFB.
10. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder shall 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.
11. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this University 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. The University encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Bidder remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Bidders are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
12. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the bid are printed double sided.



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- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all quotes and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
13. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the University's Procurement Services. The Bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
14. **REFERENCES:** The University reserves the right to require a list of users of the exact item offered. The University may contact these users concerning these items. Such information may be considered in the evaluation of the bid.
15. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order 150 (1999), the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled.
16. **AWARD OF CONTRACT:** Qualified bids will be evaluated and acceptance 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. 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. 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. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
17. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the University will maintain confidential trade secrets that the Bidder does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Bidder, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Bidder may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Bidder that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Bidders are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. The obligations of non-disclosure shall not apply to the following:
- Information which, at the time of disclosure is in the public knowledge;
 - Information which, after disclosure becomes part of the public knowledge by publication or otherwise, except by breach of this agreement;
 - Information which was in possession of the University at the time of disclosure and which was not acquired, directly or indirectly by the recipient from the disclosing party, and which prior possession can be proven by documentary evidence;
 - Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis;
 - Information which is independently developed by the University's personnel not privy to the information.
18. **TAXES:** Except for construction bids, taxes shall not be included in bid prices. Prices offered shall not include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue. The University of North Carolina at Chapel Hill, being an agency of the State of North Carolina, is exempt from the Federal Excise Tax.
19. **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 University 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 purchase order is completed, and then returned, if requested, as specified above.

20. **MANUFACTURER'S NAMES:** Except for requirements identified as "brand specific" any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose(s) of description and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered.
21. **OWNERSHIP:** For printing services, all copy, art, negatives, photos, etc., that are required for this job remain or become the property of the University and shall be returned to the University upon request in excellent reusable condition. Any charge for this shall be included in all prices quoted herein. Printer shall be held liable for any/all damages to materials.
22. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Associate Vice Chancellor for Finance at the address given in the instruction above entitled "Mailing Instructions." This request must be received in the University Procurement Services within thirty (30) consecutive calendar days from the date of 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 the solicitation. Offerors may call the purchaser listed on the first page of this document to obtain verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

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

23. **CONFIDENTIALITY OF BIDS:** In submitting its bid, the Bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All Bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the University's purchaser contacts the Bidder(s) for purposes of seeking clarification. A Bidder shall not: transmit to the issuing and/or using agency 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 bid 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 IFB. Bidders not in compliance with this provision may be disqualified, at the option of the University, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
24. **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.
25. **INFORMAL COMMENTS:** The University shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the University during the competitive process or after award. The University is bound only by information provided in this IFB and in formal Addenda issued.
26. **COST FOR QUOTE PREPARATION:** Any costs incurred by Bidder in preparing or submitting quotes are the Bidder's sole responsibility; the University will not reimburse any Bidder for any costs incurred prior to award.
27. **BIDDER'S REPRESENTATIVE:** Each Bidder shall submit with its quote the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's quote.
28. **INSPECTION AT BIDDER'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Bidder prior to Contract award, and during the Contract term as necessary for the University 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.

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ATTACHMENT C: PRICING FORM

FURNISH AND DELIVER THE FOLLOWING

Item	Quantity	Unit	Description	Unit Price	Total Price	Vendors Response (for University use only)	Products/ Services offered meets specifications (for University use only)
1	1.00	LOT	Request price and availability for the following line items IAW the SOW attached.. 2.5lb. ABC Refill/Hydro			[Y] [N]	[Y] [N]
2	1.00	LOT	5lb. ABC Refill/Hydro Extinguisher			[Y] [N]	[Y] [N]
3	1.00	LOT	10lb. ABC DC Refill/Hydro Extinguisher			[Y] [N]	[Y] [N]
4	1.00	LOT	5lb. CO2 Refill Hydro Extinguisher			[Y] [N]	[Y] [N]
5	1.00	LOT	10lb. CO2 Refill Hydro Extinguisher			[Y] [N]	[Y] [N]
6	1.00	LOT	5lb. Cost of New ABC Extinguisher			[Y] [N]	[Y] [N]
7	1.00	LOT	10lb. Cost of New ABC Extinguisher			[Y] [N]	[Y] [N]
8	1.00	LOT	5lb. Cost of New CO2 Extinguisher			[Y] [N]	[Y] [N]
9	1.00	LOT	10lb. Cost of New CO2 New Extinguisher			[Y] [N]	[Y] [N]
10	1.00	LOT	Miscellaneous			[Y] [N]	[Y] [N]

UNIVERSITY'S GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES GOVERN THIS PROCUREMENT.

Terms may be found at <https://finance.unc.edu/departments/purchasing/terms-services/>



Bid Number: 3000012776

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor:

The undersigned hereby certifies that: [check all applicable]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the forgoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

[This certification must be signed by an individual authorized to sign/execute for the Vendor.]

1	Clean extinguisher to remove dirt, grease, or foreign material. Check to make sure that the instruction nameplate is securely attached and legible. Inspect the cylinders for corrosion, abrasion, dents, or weld damage. If any damage is found, hydrostatically test in accordance with instructions in CGA C-1 and C-6 and NFPA 10.
2	Inspect the extinguisher for damaged, missing or substitute parts. Only factory replacement parts are approved for use on University fire extinguishers.
3	Weigh the extinguisher and compare with weight printed in the "Maintenance" section on the nameplate (label). Recharge extinguisher if weight is not within indicated allowable tolerances.
4	Check the date of manufacture printed on the extinguisher label (nameplate) or on the agent cylinder dome. The agent cylinder must be hydrostatically tested every 12 years to the test pressure indicated on the nameplate.
5	<p>Visually inspect the pressure gauge:</p> <ol style="list-style-type: none"> 1. If bent, damaged or improper gauge, depressurize and replace 2. If pressure is low, check for leaks 3. If over pressurized (overcharged), depressurize the extinguisher and follow recharge instructions.
6	Check ring pin for freedom of movement. Replace if bent or if removal appears difficult.
7	Inspect discharge lever for any dirt or corrosion which might impair freedom of movement. Inspect carrying handle for proper installation. If lever, handle, or rivets are damaged replace with proper manufactures part(s).
8	Install new tamper seal if broken and record service data on the extinguisher inspection tag.
9	Remove nozzle or hose and horn assembly and visually inspect inside valve body. (Chemical in the valve body may indicate that the extinguisher has been partially discharged and should therefore be recharged). Inspect nozzle or the hose & horn assembly for damage - replace, as necessary. Blow air through nozzle or hose and horn to ensure the passage is clear of any foreign material.
10	Inspect the valve assembly for corrosion or damage to hose thread connection. Replace valve assembly or component parts as necessary following the proper depressurization and recharge procedures. If valve removal is necessary, complete all steps in the Recharge Procedure.
11	Install nozzle or hose and horn assembly.