

<p align="center">NORTH CAROLINA STATE UNIVERSITY</p> <p>Procurement Services Department Mailing Address (US Postal only): Campus Box 7212, Raleigh, NC 27695-7212 Physical Address: Admin. I, 2721 Sullivan Drive, Suite 1100, Raleigh, NC 27607 Phone (919) 515-2171 FAX (919) 515-3511</p>	<p>REQUEST FOR QUOTATION (This is not an order)</p>
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Date: 1/14/2020

VENDOR NAME & ADDRESS: (Please fill in)

Required Vendor Information:

	Name of Company
	Authorized Signature/Date
	Above Signature Printed/Typed
Quote Number: 63- DMP688243	Title
Quote Due Date: 1/27/2020, 5:00 pm	
Agent: Dianne Pantelides (919) 513-4335	Telephone Number/Toll Free Number
E-Mail: dmpantel@ncsu.edu	
Requisition Number(s): 688243	Facsimile Number
Department: Grounds Management	E-Mail Address:
Commodity Number: 750	Employer Federal ID/Social Security Number
Delivery Required By: See below	
	Indicate if other than Large Business
FOB: DESTINATION – FREIGHT PREPAID	<input type="checkbox"/> Small <input type="checkbox"/> Women-Owned
(Unless otherwise indicated on quote)	<input type="checkbox"/> Minority <input type="checkbox"/> Disabled

NOTE: THIS QUOTE IS SUBJECT TO REJECTION IF ALL FIELDS ARE NOT COMPLETED!

TYPE OF ORGANIZATION: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other (define) _____

ATTACHMENTS AND COMMENTS:

By responding to this quote, vendor acknowledges acceptance of specified Terms and Conditions, which are also located on the NC State University Procurement Services website at:
<https://procurement.ofa.ncsu.edu/supplier-center/#terms>

- | | |
|--|--|
| <input type="checkbox"/> General Terms & Conditions | <input type="checkbox"/> Rental Terms & Conditions |
| <input type="checkbox"/> General Terms & Conditions w/Software | <input type="checkbox"/> Lease/Purchase Terms & Conditions |
| <input type="checkbox"/> Software Terms & Conditions | <input type="checkbox"/> Charter Bus Terms & Conditions |
| <input type="checkbox"/> Specifications/Drawings | <input checked="" type="checkbox"/> Service Terms & Conditions |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Third Party Financing |

This quote must be uploaded as a PDF to the Bonfire Portal here:

<https://ncsu.bonfirehub.com/opportunities/22789>

QUOTES NOT SUBMITTED ON THIS FORM ARE SUBJECT TO REJECTION.

Deadline for Questions is 12 noon 1/20/2020.
All Questions must be submitted in writing, by
 Email – dmpantel@ncsu.edu
NO PHONE CALLS ACCEPTED.

The purpose of this bid is to procure pricing for **aggregate and double-washed sand** and to create a blanket purchase order, or orders, for purchasing them as needed during the contract period. Blanket order(s) awards will cover 1-year time period with the option to renew for four additional 1-year periods. **Firm pricing is to be quoted for the first 1 year. Freight and any other miscellaneous charges must be included in item prices.** QUANTITIES TO BE ORDERED ARE UNKNOWN. NO QUANTITIES OR DOLLAR AMOUNTS ARE GUARANTEED.

This contract will be for a minimum order of 1 quad load for any single order. NCSU is authorized to purchase from best available sources on orders less than this minimum order amount. Transportation charges must be FOB Destination. **Vendor agrees: Yes No**

Price increase requests must be submitted in writing to NCSU Purchasing at least thirty (30) days prior to the requested effective date. Requests will be reviewed, and if approved, new pricing will be included as part of the contract renewal. If not approved, the contract will not be renewed. If no valid requests for price increases are received, contract may be renewed at initial prices. **Vendor agrees: Yes No**

NCSU will place order(s) as needed by fax or phone for delivery within 1-2 business days. Sand samples may be required before delivery and NCSU reserves the right to cancel an order or refuse a delivery of product that does not meet the specifications. Delivery will be to various designated job sites at NC State University, Raleigh, NC **between the hours of 6:00 am and 1:30 pm, Monday - Friday. No Saturday deliveries.**

Vendor agrees: Yes No

State preferred method of order placement (phone or fax) and contact number:

_____ / _____

Bidders must have commercial insurance in an amount equal to or exceeding University requirements (see General Contract Terms and Conditions contained herein) and **must provide a current insurance certificate with this quotation. Certificate is included Yes No**

Vendors should quote what they have available. It is not mandatory to quote all items.

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	Ton	#57 Wash Stone, per attached specifications.		
2	1	Ton	ABC/Crusher Run, per attached specifications.		
3	1	Ton	Riprap, Class A, per attached specifications.		
4	1	Ton	Riprap, Class B, per attached specifications.		
5	1	Ton	Riprap, Class 1, per attached specifications.		
6	1	Ton	Riprap, Class 2, per attached specifications.		
7	1	Ton	Double washed sand, per attached specifications.		
8	1	Ton	Triple washed sand, per attached specifications		
9	1	Ton	78M Washed Stone		

Prices must include shipping and any other miscellaneous charges. No additional charges will be acknowledged or paid.

NCSU reserves the right to award to multiple vendors.

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 www.ips.state.nc.us.

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

Item(s) offered in response to the Request for Quote contain recycled content Yes No

Note: If applicable, please indicate recycle content of each item _____.

NOTE: NC State University is exempt from sales and/or use taxes on qualifying purchases. Tax exempt # 400021.

Length and type of warranty: _____

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.

SPECIFICATIONS:

Responses of "Yes" or "No" must be given. If "No," an explanation must be given. Failure to respond will be cause for rejection of your quotation.

#57 Wash Stone

1. Washed stone 3/4inch to up to 1-1/2inch size. Yes No
2. Minimal to no finings present and minimal stone over 1-1/2inch size. Yes No
3. Freight must be included in unit price. Yes No

ABC/Crusher Run

1. Crushed granite or run, mixed with 3/4inch average size crushed stone gravel. Yes No
2. Freight must be included in unit price. Yes No

Riprap, Class A

1. Riprap shall consist of field stone or rough unhewn quarry stone. Minimum size 2inch and maximum of 6 inch. Majority in midrange size 4 inch. Yes No
2. No more than 5.0% of the material furnished can be less than the 2 inch nor no more than 10.0% of the material can exceed 6 inch. Yes No
3. Freight must be included in unit price. Yes No

Riprap, Class B

1. Riprap shall consist of field stone or rough unhewn quarry stone. Minimum size 5 inch and maximum of 12 inch. Majority in midrange size 8 inch. Yes No
2. No more than 5.0% of the material furnished can be less than the 5 inch nor no more than 10.0% of the material can exceed 12 inch. Yes No
3. Freight must be included in unit price. Yes No

Riprap, Class 1

1. Riprap shall consist of field stone or rough unhewn quarry stone. Minimum size 5 inch and maximum of 17 inch. Majority in midrange size 12 inch. **Yes** **No**
2. No more than 5.0% of the material furnished can be less than the 5 inch nor no more than 10.0% of the material can exceed 17 inch. **Yes** **No**
3. Freight must be included in unit price. **Yes** **No**

Riprap, Class 2

1. Riprap shall consist of field stone or rough unhewn quarry stone. Minimum size 9 inch and maximum of 23 inch. Majority in midrange size 14 inch. **Yes** **No**
2. No more than 5.0% of the material furnished can be less than the 9 inch nor no more than 10.0% of the material can exceed 23 inch. **Yes** **No**
3. Freight must be included in unit price. **Yes** **No**

78M Washed Stone

1. Size of stone must be between 3/8" and 1/2" in. **Yes** **No**
2. Must be free of all trash particulates and debris. **Yes** **No**
3. Freight must be included in unit price. **Yes** **No**

Double washed sand

1. Must be organic particulate free. **Yes** **No**
 2. Must be free of all trash particulates and debris. **Yes** **No**
 3. Size of sand particulates must be between 0.15mm and 0.25mm. **Yes** **No**
- Sample must be submitted** with quotation. Must be representative of future deliveries. **Yes** **No**

Triple washed sand

1. Must be organic particulate free. **Yes** **No**
 2. Must be free of all trash particulates and debris. **Yes** **No**
 3. Size of sand particulates must be between 0.4mm and 0.8mm. **Yes** **No**
- Sample must be submitted** with quotation. Must be representative of future deliveries. **Yes** **No**

SAMPLES REQUIRED:

NC State University must receive a sample of each type of sand quoted on or before the quote due date of 1/27/2020 at 5:00 pm. Sample must be representative of future deliveries. Samples should be in an approximately quart-sized sealed container, labeled with vendor's name and quote #63-DMP688243.

Vendor has submitted samples: **Yes** **No**

Samples can be mailed, shipped or hand delivered to:

NC STATE UNIVERSITY - Procurement Services Department
Mailing Address (US Postal only): Campus Box 7212, Raleigh, NC 27695-7212
Physical Address: Admin. I, 2721 Sullivan Drive, Suite 1100, Raleigh, NC 27607

Failure to provide all samples as required will be cause for rejection of your quotation.

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. **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 either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

13. **REFERENCES:** The 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.
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
(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 Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract. Further, the University Internal Auditor shall have the same access to persons and records.
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/under insured 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. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
25. **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.
26. **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.

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 _____

REFERENCES

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

(1) FIRM'S NAME _____

BUSINESS ADDRESS _____

MAILING ADDRESS _____

CONTACT PERSON _____

TELEPHONE # _____

(2) FIRM'S NAME _____

BUSINESS ADDRESS _____

MAILING ADDRESS _____

CONTACT PERSON _____

TELEPHONE # _____

(3) FIRM'S NAME _____

BUSINESS ADDRESS _____

MAILING ADDRESS _____

CONTACT PERSON _____

TELEPHONE # _____

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.
- ___ 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 _____

CITY AND STATE _____ ZIP CODE _____ PHONE: _____
FAX: _____

BY _____ TITLE: _____
E-MAIL: _____

(Signature)

Type or Printed Name Federal Identification Number

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