



# **STATE OF NORTH CAROLINA**

## **EAST CAROLINA UNIVERSITY**

**Invitation for Bid #: 56-2509BWIFB**

**AV/Smart Classroom Technology Contract**

**Date of Issue: November 1<sup>st</sup>, 2024**

**Bid Opening Date: December 18<sup>th</sup>, 2024**

**At 3:00 PM ET**

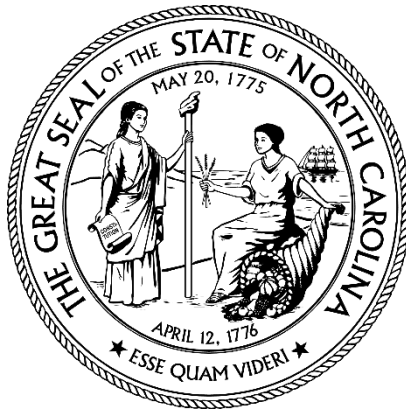
**Direct all inquiries concerning this IFB to:**

**Brooks White**

**Purchasing Specialist**

**Email: whitewa18@ecu.edu**

**Phone: 252-328-1007**



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**56-2509BWIFB**

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. 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 made available for public inspection.

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

**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://vendor.ncgov.com/vendor/login>

***Electronic responses ONLY will be accepted for this solicitation.***

<p align="center"><b>STATE OF NORTH CAROLINA</b></p> <p align="center"><b>EAST CAROLINA UNIVERSITY</b></p> <p>Refer <u>ALL</u> inquiries regarding this IFB/RFQ to:</p> <p><b>Brooks White</b>  <b>Purchasing Specialist</b>  <a href="mailto:Whitewa18@ecu.edu">Whitewa18@ecu.edu</a>  (O) 252-328-1007</p>	<b>INVITATION FOR BIDS OR REQUEST FOR QUOTE NO. 56-2509BWIFB</b>
	<b>Offers will be publicly opened: Wednesday December 18<sup>th</sup>, 2024 @ 3pm</b>
	<b>Issue Date: Friday November 1<sup>st</sup>, 2024</b>
	<b>Commodity Number: 88011</b>
	<b>Description: AV/Smart Classroom Technology</b>
	<b>Using Agency: East Carolina University</b>
<b>See page 2 for mailing instructions.</b>	<b>Requisition No.: N/A</b>

**OFFER AND ACCEPTANCE**

The State seeks offers for the goods, software, and/or services described in this solicitation. The State's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this IFB, (3) specifications, (4) Department of Information Technology Terms and Conditions of this IFB, and (5) the agreed portions of the awarded Vendor's offer. **No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.**

**EXECUTION**

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

**Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.**

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for sixty (60), days from date of offer opening unless otherwise stated here: \_\_\_\_ days

**ACCEPTANCE OF OFFER**

If any or all parts of this IFB/RFQ are accepted, an authorized representative of **East Carolina University** shall affix their signature hereto. A copy of this acceptance will be forwarded to the successful vendor(s).

<p><b><u>FOR STATE USE ONLY</u></b></p> <p>Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification,</p> <p>by _____ (Authorized representative of <b>East Carolina University</b>).</p>
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## 1.0 **INTENT, USE, DURATION, BACKGROUND AND SCOPE**

East Carolina University and its Information Technology & Computing Services (ITCS) Department is seeking bids from qualified vendors to accommodate the upgrade, refreshing and support of the University's Audio Visual and Classroom Technology equipment, interconnects and related installation services on a consistent basis.

The purpose of this IFB is to supply East Carolina University with both system equipment pricing as well as labor rates for the purpose of purchasing turnkey Audio-Visual System and Classroom Technology Installations. These AV Systems and Classroom Technology upgrades occur year-round and in several different building located on both Main Campus, Athletics Campus, West/Medical Campus, as well as Coastal Studies Campus and may vary. Once this IFB is awarded, an ECU AV Design & Engineering (ECU AVDE) Technology Point of Contact will coordinate with the awarded vendor(s) to define the building(s) and room(s) to be quoted referencing this bid for pricing and labor for the equipment and services needed at that time of the corresponding installation.

It is the intent of East Carolina University and the ITCS Department to award this IFB to multiple vendors in order to obtain a competitive pricing matrix, support the need required, scheduling flexibility, and the installations/projects at that time.

It is highly recommended that each bidder read and understand the requirements of this bid solicitation and provide all required information. Incomplete bid responses will be considered nonresponsive and therefore will not be considered. The intent of this solicitation is to award to multiple vendor(s) and a multi-year Agency Contract.

**Note: The use of ECU Official Logos are not permitted without the prior written consent and approval of East Carolina University.**

**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://vendor.ncgov.com/vendor/login>  
***Electronic responses ONLY will be accepted for this solicitation.***

**This award of contract shall have an initial term of one (1) year(s), beginning on the date of contract award (the "Effective Date"). East Carolina University shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of four (4) additional one (1) year terms – years two (2) through five (5). East Carolina University will give the Vendor(s) written notice of its intent whether to exercise each option no later than 60 days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.**

**Bids shall be submitted in accordance with the requirements, terms and conditions of this IFB and any addenda(s) issued hereto.**

**2.0 GENERAL INFORMATION**

**2.1. MANDATORY PRE-BID CONFERENCE**

**Due Date:** Wednesday November 13<sup>th</sup>, 2024  
**Time:** 10am to 12pm Eastern Time  
**Location:** East Carolina University  
 Materials Management  
 Building 141 – Main Conference Room  
 200 East 1<sup>st</sup> Street  
 Greenville, NC 27858

**\*\*\*\*RSVP PRIOR BY 5pm Eastern Time MONDAY NOVEMBER 11<sup>TH</sup>, 2024. \*\*\*\***

**\*\*\*\*SEND RSVP TO [whitewa18@ecu.edu](mailto:whitewa18@ecu.edu) \*\*\*\***

**\*\*\*\*NO MORE THAN TWO (2) REPRESENTATIVES PER COMPANY. \*\*\***

**Instructions:** It shall be MANDATORY that each Vendor representative be present for a pre-bid conference on Wednesday November 13<sup>th</sup>, 2024. It is the recommendation that all Attendees arrive prior to 10am at East Carolina University Material Management Building 141, Main Conference Room, 200 East 1<sup>st</sup> Street, Greenville, NC 27858 – as this meeting will start promptly at 10am. All attendees must sign in upon arrival. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow. On-time attendance will be strictly enforced. FAILURE TO ATTEND THE MANDATORY PRE-BID CONFERENCE SHALL RESULT IN THE VENDOR’S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD. NO MORE THAN TWO (2) REPRESENTATIVES PER COMPANY. The purpose of this MANDATORY PRE-BID CONFERENCE 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. Vendors must stay for the duration of the MANDATORY PRE-BID CONFERENCE. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this IFB. Vendors are cautioned that any information released to attendees during the MANDATORY PRE-BID CONFERENCE, 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 contract.

**2.2. VENDOR QUESTIONS**

All inquiries regarding the solicitation specifications or requirements are to be addressed to the contact person listed on Page One of this solicitation. Vendor contact regarding this Solicitation with anyone other than the contact person listed on Page One of this Solicitation may be grounds for rejection of said Vendor’s offer.

Written questions concerning this Solicitation will be received until **Friday, November 22<sup>nd</sup>, 2024, at 5 pm Eastern Time**. They must be submitted to the contact person listed on Page One of this Solicitation via [whitewa18@ecu.edu](mailto:whitewa18@ecu.edu). Please enter “Questions Solicitation 56-2509BWIFB” as the subject for the message. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

**2.3. ADDENDA**

The State may issue addenda if Vendor questions are permitted as described above, or if additional terms, specifications, or other changes are necessary for this procurement. It is important that all Vendors bidding on this IFB periodically check the NC eVP for any and all Addenda that may be issued prior to the offer opening date. All addenda shall become an Addendum to this IFB.

## 2.4. OFFER SUBMITTAL

**Due Date:** Wednesday December 18<sup>th</sup>, 2024  
**Time:** 3pm Eastern Time  
**Location:** East Carolina University  
Materials Management  
Building 141 – Main Conference Room  
200 East 1<sup>st</sup> Street  
Greenville, NC 27858

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the risk for late submission due to unintended or unanticipated delay. **Vendor must include all the pages of this solicitation in their response. It is the Vendor's sole responsibility to ensure its bid has been received/delivered as described in this IFB by the specified time and date of opening.** The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

**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://vendor.ncgov.com/vendor/login>

### Offer Submission Details:

**Electronic Submittals ONLY will be accepted for this solicitation.**

**eVP (Electronic Vendor Portal)**

**If applicable to this IFB and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.**

**Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bids(s). Vendors are strongly encouraged to allow sufficient time and file size to upload associated documents and bids.**

**Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding to this IFB periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.**

**Attempts to submit a proposal via facsimile (FAX) machine, mail, telephone or email in response to this IFB shall NOT be accepted.**

a) All File names should start with the vendor's name first, in order to easily determine all the files to be included as part of the vendor's response. For example, files should be named as follows: Vendor Name-your file name.

b) File contents **SHALL NOT** be password protected, the file formats must be in .PDF, .jpeg, or png format, and shall be capable of being copied to other sources.

c) If the vendor's proposal contains any confidential information (as defined in Attachment B, Paragraph #18), then the vendor must provide one (1) signed, original electronic offer and one (1) redacted electronic copy.

**2.5. IFB SCHEDULE**

The table below shows the intended schedule for this IFB. The State will make every effort to adhere to this schedule.

EVENT	RESPONSIBILITY	DATE & TIME
Issue IFB	State	Friday November 1 <sup>st</sup> , 2024
Mandatory Pre-Bid Conference	State	Wednesday November 13 <sup>th</sup> , 2024 – 10am – 12pm
Submit Written Questions	Vendor	Friday November 22 <sup>nd</sup> , 2024 – 5pm Eastern Time
Provide Responses to Questions	State	Wednesday December 4 <sup>th</sup> , 2024
Submittal of Bids	Vendor	Wednesday December 18 <sup>th</sup> , 2024 – 3pm Eastern Time
Contract Award	State	TBD

**2.6. BID CONTENTS**

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s bid, in the State’s sole discretion.

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must include all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Completed version of Section 2.13 CONTRACT POINTS OF CONTACT
- f) Completed version of Section 3.2 VENDOR UTILIZATION OF WORKER’S OUTSIDE U.S.
- g) Completed version of Section 3.6 WARRANTY AND CERTIFICATIONS
- h) Completed version of Section 3.14 BACKGROUND CHECKS
- i) Section 4.0 SCOPE OF WORK
- j) Completed version of Section 5.1 RECYCLED CONTENT
- k) Completed version of Section 5.2 ENERGY STAR PRODUCTS
- l) Completed version of ATTACHMENT A: TABLE A – EQUIPMENT LIST & TABLE B – LABOR RATE PRICING
- m) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- n) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- o) Completed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- p) Completed and signed version of ATTACHMENT J: EAST CAROLINA UNIVERSITY QUESTIONNAIRE
- q) Completed and signed version of ATTACHMENT K: EAST CAROLINA UNIVERSITY VENDOR CONDUCT on CAMPUS



## **2.7. BASIS FOR REJECTION**

Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State. Vendor contact regarding this IFB with anyone other than **Brooks White – East Carolina University Purchasing Specialist** may be grounds for rejection of said Vendor's offer.

## **2.8. LATE OFFERS**

Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

## **2.9. NON-RESPONSIVE OFFERS**

Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- "This offer does not constitute a binding offer",
- "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- "Vendor does not commit or bind itself to any terms and conditions by this submission",
- "This document and all associated documents are non-binding and shall be used for discussion purposes only",
- "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
- A statement of similar intent.

## **2.10. NOTICE TO VENDORS**

**The State objects to and will not be required to evaluate or consider any additional terms and conditions not previously agreed to by the State and submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this Invitation for Bids (IFB) and response(s), the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.**

## **2.11. E-PROCUREMENT SOLICITATION**

**ATTENTION: This is NOT an E-Procurement solicitation. Paragraphs #47 a) and #47 b) of the attached Department of Information Technology Terms and Conditions, do not apply to this solicitation.**

## **2.12. POSSESSION AND REVIEW**

During the evaluation period and prior to award, possession of the bids and accompanying information is limited to personnel of the issuing agency, and to the committee responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

After award of contract the complete bid file will be available to any interested persons with the exception of trade secrets, test information or similar proprietary information as provided by statute and rule. Any proprietary or confidential information, which conforms to exclusions from public records as provided by N.C.G.S. §132-1.2 **must be clearly marked as such in the offer when submitted.**

**2.13. BEST AND FINAL OFFERS (BAFO)**

The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendor(s) within this range; e.g. “Finalist Vendor(s)”. If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State will evaluate BAFO(s), oral presentations, and product demonstrations as part of the Vendors’ respective offers to determine the final rankings.

**2.14. AWARD**

It is the general intent to award this contract to multiple Vendors. As provided by statute, award will be based on Best Value Analysis, Lowest Price Technically Acceptable Source Selection Method in accordance with N.C.G.S. §143B-1350(h), which provides that the offer must be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302.

A link to the NC Electronic Vendor Portal (eVP) allows the public to retrieve contract award information electronically from the web site: <https://evp.nc.gov/> Results may be found by searching by IFB number or agency name. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

**2.15. CONTRACT POINTS OF CONTACT**

Contact by the Offeror with the persons shown below for contractual and technical matters related to this IFB is only permitted if expressly agreed to by the purchasing lead named on page 5, or upon award of contract:

Vendor Contract Manager Point of Contact	Vendor Technical/Customer Service Point of Contact
<p>[NAME OF VENDOR]</p> <p>Street: [STREET ADDRESS]</p> <p>[CITY, STATE, ZIP]</p> <p>Attn: Assigned Contract Manager</p> <p>Title:</p> <p>Email:</p> <p>Phone:</p>	<p>[NAME OF VENDOR]</p> <p>Street: [STREET ADDRESS]</p> <p>[CITY, STATE, ZIP]</p> <p>Attn: Assigned Technical Lead</p> <p>Title:</p> <p>Email:</p> <p>Phone:</p>

### **3.0 SPECIFICATIONS & REQUIREMENTS**

#### **3.1. VENDOR STANDARD AGREEMENT(S)**

The terms and conditions of Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Goods, Software and other Products acquired under this Agreement may apply to the extent such terms and conditions do not materially change the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Vendor's standard agreement(s), the terms and conditions of this Agreement relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns; nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

#### **3.2. VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.**

In accordance with N.C.G.S. §143B-1361(b), Vendor must detail in the IFB/RFQ response, the manner in which it intends to utilize resources or workers located outside the U.S. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer. The Vendor shall provide the following for any offer or actual utilization or contract performance:

- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States.
- b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors.
- c) Notice of the 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.
- d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided.

Will any work under this contract be performed outside the United States?  YES  NO

If Vendor answered "YES" above, list the location(s) outside the United States where work under this contract will be performed by Vendor, any sub-contractors, employees, or other persons performing work under the contract.

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#### **3.3. E-VERIFY**

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

**3.4. EQUIPMENT/PRODUCTS/MANUFACTURES**

The list provided herein this IFB of Equipment/Products/Manufactures is not intended to be comprehensive of all Equipment/Products/Manufactures that may be provided by Vendor(s), but this list of Equipment/Products/Manufactures used in this IFB are those that are established across the University and provide a quality level desired. Other Equipment/Products/Manufactures may be provided by Vendor(s) as long as they are presented and accepted and comparable and meeting the need. However, Vendors are cautioned that any deviation from specifications must be pointed out in its offer. Used, refurbished, or previously sold, opened, or owned equipment or supplied shall not be accepted.

**3.5. PRODUCT RECALL**

Vendor assumes full responsibility for prompt notification of both the contract administrator and purchaser of any product recall in accordance with the applicable state and federal regulations.

**3.6. WARRANTY AND CERTIFICATIONS**

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 State.

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 State 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.

Is Vendor authorized by manufacturer to repair equipment offered during the warranty period?

YES  NO

Will 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: \_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_

Contact Person Email: \_\_\_\_\_

**For completion by Vendor:** Vendor's maximum response time to this location after receipt of service call: \_\_\_\_\_ hours

### **AV & CLASSROOM TECHNOLOGY CERTIFICATIONS & QUALIFICATIONS (CRESTRON & Audiovisual & Integrated Experience Association (AVIXA))**

It is the vendors responsibility to provide any and all certification(s) and qualification(s) that they – the vendor have earned, as well as those associated with or related to these listed products and services being requested herein this IFB. Vendor(s) must be a firm with at least five (5) year of experience providing these types of professional and AV services. Vendor(s) shall have as full-time employees at least two (2) worker whose primary duties are equipment installation. These shall be included with each vendor bid responses or the bid response will be incomplete and will be considered nonresponsive and therefore will not be considered.

- AVIXA 10:2013 (AV Systems Performance Verification)
- AVIXA F501.01:2015 (Cable Labeling for AV Systems)
- AVIXA F502.01:2018 (Rack Building for Audiovisual Systems)
- Certified Technology Specialist Installer (CTS-I)
- Certified Technology Specialist Designer (CTS-D)
- Advanced Audio Tuning (e.g., SynAudCon, Biamp Tesira Server)
- Dante Level 1 through Level 3
- Audio Visual over Internet Protocol (AVoIP) (e.g., Extron NAV, Crestron NVX)
- Any other relevant certifications that demonstrate the expertise of your team

### **3.7. CONTRACT TERM**

**This award of contract shall have an initial term of one (1) year(s), beginning on the date of contract award (the “Effective Date”). East Carolina University shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of four (4) additional one (1) year terms – years two (2) through five (5). East Carolina University will give the Vendor(s) written notice of its intent whether to exercise each option no later than 60 days before the end of the Contract’s then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.**

### **3.8. DELIVERY AND INSTALLATION**

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. Vendor shall be responsible for leaving the installation area clean and ready to use.

If circumstances beyond the control of the contractor result in a late delivery and/or installation, it is the responsibility and obligation of the contractor to notify the Purchasing Agent listed on the purchase order, in writing, immediately upon determining delay of shipment. The written notification should indicate the anticipated delivery dated.

Upon the University’s reasonable request, Vendor shall store the equipment off-site until installation begins.

Vendor shall provide its employees with all necessary gear for the safe, accurate and expedient execution of any installation within and under this contract. This includes, but is not limited to, ladders, crimps, fish-tapes, cable spool stands, label printers, soldering tools, diagnostic equipment, drop cords, personal safety/protective equipment, hand and power tools. If the vendor may need specialized equipment associated with a specific job and seeks to rent such equipment – then this must be presented to the **ECU AV DESIGN & ENGINEERING (ECU AVDE)** Team prior to rental and must include pricing for evaluation.

### **3.9. PRICING**

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete **ATTACHMENT A: TABLE A – EQUIPMENT LIST TABLE & TABLE B – LABOR RATE TABLE** and include in Vendor’s response.

### 3.10. **INVOICES**

**Vendor will submit the Invoice(s) to the ECU Accounts Payables Department as well as the ECU AVDE Team and the respective ECU Department for all goods and services associated within the BID and that associated PO. Invoices shall include detailed line-item information to allow Buyer to verify pricing at point of receipt matches that correct and current 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, NC Vendor ID Number, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacture Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.**

### 3.11. **FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION**. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

### 3.12. **HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**.

### 3.13. **REFERENCES**

Vendor shall provide at least three (3) references, using the **ATTACHMENT E: CUSTOMER REFERENCE FORM**, for which it has provided Services of similar size and scope to those proposed herein. The State *shall* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *shall* be considered in the evaluation of the Bid.

### 3.14. **BACKGROUND CHECKS**

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

### **3.14.1 GENERAL INFORMATION**

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use [The North Carolina Department of Public Safety Offender Public Information](#) or similar Services to conduct additional background checks on the Vendor's proposed employees.

### **3.14.2 BACKGROUND CHECK REQUIREMENTS**

As part of Vendor's criminal background checks, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
  - c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license

or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein, or provide a statement that there are none.

### **3.14.3 BACKGROUND CHECK LIMITATIONS**

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

### **3.14.4 DOCUMENT REQUIREMENTS**

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  - 1. Original unaltered criminal background check from the organization providing the background check.
  - 2. The background check provider's company name, company mailing address, and contact phone numbers.
  - 3. The full name of the individual, which matches the government issued photo ID.
  - 4. The current address of individual being checked.
  - 5. The date the criminal background check search was conducted.



**3.14.5 VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES    NO

**3.15. PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

**3.16. VENDOR’S REPRESENTATIONS**

If Vendor’s bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**3.17. PIGGYBACKING COOPERATIVE PURCHASING**

The vendor(s) agree(s) to allow this contract to be used for the purposes on piggybacking purchasing. Under piggybacking purchasing, the University and the vendor(s) agree(s) to open the contract for the use to the other 16 University of North Carolina System’s campuses – which also includes the NC School of Science and Mathematics; with the stipulation that they to will be offered the same pricing, terms and conditions as set forth herein.

#### **4.0. SCOPE OF WORK**

##### **SCOPE OF WORK**

The following scope of work and corresponding activities will enable the updating of the AV and Classroom Technology in several room(s) and building(s) located either on Main Campus, Athletic Campus, West Campus, as well as the Coastal Studies Campus. The identification of these room(s) and building(s) will be determined at the time of that project and need. Once this IFB is awarded, an ECU AV Design & Engineering (ECU AVDE) Point of Contact will coordinate with the awarded vendor(s) and define the room(s) and building(s) to be quoted referencing this IFB for pricing and labor rates for the equipment and install needed.

##### **PROJECT MANAGEMENT**

The vendor(s) will provide professional project management as a key service to help ensure the success of the project. The following listed below will need to be provided to ECU:

- a. Detailed project checklist including design assist/review, pre-project approved drawings, documentation, finalized scope of work, procurement schedules, billing format and schedules.
- b. Weekly status reports to provide project updates, action items, procurement status, risk and milestones and needs from other trades.
- c. Customer project kick-off meetings.
- d. Documentation of project flow, timelines and milestones.
- e. Proactive schedule management and resource mapping in Microsoft Project.
- f. Verified functionality of equipment, training, final sign-off plan, checklists and status reports.

##### **PROJECT SCHEDULE**

The vendor(s) will have to make every reasonable effort through the coordination and communication to ensure that the timetable(s) are met on these projects/installations. The vendor(s) Project Manager will work the ECU AVDE Point of Contact and/or the ECU Project Coordinator to establish and set realistic timelines for delivery, installation and completion of the project. The Project Manager for the vendor(s) will work with the ECU AVDE Point of Contact and/or the ECU Project Coordinator to establish timeframes for other deliverables including training and documentation – if applicable. It is preferred that these Project Schedules be delivered in Gantt Chart form.

**The following will be designated as milestones as part of the project schedule:**

- **Customer Review of the Design and Proposal**
- **Baseline Project Schedule**
- **Vendor(s) Receive(s) Official East Carolina University Purchase Order**
- **Project Kick-Off Meeting**
- **Project Implementation of System Building**
- **System Programming (If Applicable)**
- **Deliver Documentation**
- **Project Review with Customer and Closeout**

**The vendor(s) Project Manager will be responsible for facilitating the project proposal, sequencing, and estimating the duration and resources with the ECU AVDE Point of Contact and/or the ECU Project Coordinator. The Project Manager will also create the Project Schedule and validate the schedule with those involved (ECU AVDE Point of Contact, ECU Project Coordinator, Project Team, and Stakeholders).**

##### **PROJECT DOCUMENTATION**

The vendor(s) will provide complete and detailed documentation on the installed systems – including:

- **Excel Spreadsheets for applicable equipment**
  - **Serial Number, Make, Model, MAC id, & IP Address**
- **PDF – CAD (As build system – Audio/Video/Control)**
- **PDF – CAD (As build rack elevation)**

##### **STANDARD WORKMANSHIP WARRANTY**

The vendor(s) must warrant installation services will be free of defects in workmanship for a period of 12 months from the date of sign-off on the PO. Any equipment or software is subject solely to limited warranties offered by the manufacture of such equipment or software if applicable.

## SERVICE HOURS

The University's service hours are Monday through Friday 8:00AM – 5:00PM. Every opportunity to perform upgrades in classrooms will be taken advantage of during these times – however; please keep in mind that classes aren't able to relocate so some work may be performed after 5:00PM and before 8:00AM with prior approval. The Vendor(s) shall ensure that its employees will arrive on campus on time to begin work as promptly and efficient as possible following the abovementioned service hours. Vendor shall not charge the University for time taken for lunch, breaks, and non-University related errands. After-hours, weekend and Holiday work may be needed from time to time but based upon the work and projects scheduled and timelines. All after-hours, weekend and Holiday work will be discussed and approved prior to scheduling.

## PROJECT DEPENDENCIES, REQUIREMENTS & RESPONSIBILITIES

These are items that the vendor(s) will complete and/or follow in fulfilling the Project Scope of Work for ECU.

1. All wiring must meet the North Carolina State Building codes. All wire types must adhere to its specific classification (audio cable for audio, video cable for video, control cable for control, ethernet cable for ethernet, etc....) meeting or exceeding manufactures specifications for its purpose.
2. Unless specified and agreed to – all installations will be considered turnkey. In some cases ECU will provide control system codes for the vendor to install. ECU will provide this code before the installation is complete so the vendor can test to ensure it works properly with the install.
3. Installation includes all labor and miscellaneous materials needed for a best practice install, transportation, assembly, setup and testing of systems, wiring, cabling and control connections necessary for a complete functional AV and Classroom Technology System.
4. All equipment racks must include rear rack rails with lacing bars. All wiring, within the racks must be properly labeled and identified as well as secured using Velcro straps on the equipment racks.
5. All wiring outside of the equipment racks/lecterns must be inside tech flex wrap. The tech flex wrap must not have any visible braid showing on the ends. The preferred way is to tuck in the tech flex and then secure the ends with matching nylon zip ties and be properly labeled and identified.
6. All installations must include the following closeout documentation:  
(The format will be provided and given to the vendor for submittal by ECU. CADs will be provided in a digital PDF format.)
  - a. Excel Spreadsheet for applicable equipment
    - i. Serial Number, Make, Model, MAC id, & IP Address
  - b. PDF – CAD (As build System – Audio/Video/Control)
  - c. PDF – CAD (As build rack elevation)
7. The vendor(s) will not install any conduit, In certain cases, the vendor may provide and install surface-mounted wall raceway/boxes with prior approval from ECU. The only acceptable raceway is metal, attached properly and professionally, and the finish/color is approved by ECU.
8. All cables, regardless of length, must be properly labeled and identified on each end. There shall be no unmarked/unidentified cables anywhere in a system. The description must include its purpose, the connection source, and destination that it leads to. All cables will be black unless otherwise noted or agreed to and has ECU approval in advance.
9. A Workmanship Warranty will be provided for the AV System Installation for one year from the date of sign off on the PO.
10. The ECU AVDE Team will provide a connection/config standard to be followed for standard rooms.
11. The vendor(s) will provide a dedicated Project Manager, Site Manager, and Engineer for each PO. The Project Manager will be the Main Point of Contact for the overall Project and will work closely with the appointed ECU AVDE Point of Contact and/or ECU Project Coordinator.

The Project Manager will be responsible for providing project updates, progress of project, any and all scheduling(s) and communication(s). The Site Manager will be the primary Point of Contact during the Installation regarding the field conditions and onsite progress. Outside of this team, there should only be contact with the Sales Representative that is assigned to ECU and the Lead Engineer/System Designer assigned to ECU. The Project Manager will provide weekly status updates – via email – outlining the status of the installation and this email will be sent to the designated ECU AVDE Point of Contact and/or ECU Project Coordinator.

12. If ECU does not provide the source code for a project and we (ECU) pay for it then the vendor must provide the source code for the DSP or any programmed device/control system to the ECU AVDE Point of Contact and/or ECU Project Coordinator upon the completion of the project. This code will be un-compiled as well as un-compiled touch panel code.

13. Any trash that is accumulated during the install will be removed by the vendor and disposed of in containers on ECU Campus. This may require several trips during an install to ensure that there is a clean and safe working environment. Cardboard must be cleaned out, crushed and be placed next to the trash containers. Other recyclables such as paper, Number 1 and Number 2 plastics, glass, and metal cans can all be recycled in containers provided in each building on campus.

14. All orphaned cable(s) must be removed before the job is completed and signed off on. All bulk cable that is removed must be recycled or disposed of by the vendor(s).

15. If a space is being upgraded that already has AV Equipment, it may be specified that the equipment be removed from the AV system. If this is the case then the equipment is to be removed, relocated within the room out of the way, and the Site Manager will contact the ECU AVDE Point of Contact and/or the ECU Project Coordinator that the equipment is out of the AV System and ready to be picked up. This must happen the same day and before 3PM every day that this takes place.

16. Any damage to ECU property must be reported to the designated ECU AVDE Point of Contact and/or ECU Project Coordinator immediately. Any damage caused by the vendor(s) will be corrected at no charge to ECU. The vendor(s) will be responsible for all damage repairs, at no cost to the University and those repairs must meet ECU Specifications.

17. All AV and Classroom Technology Installations and/or Service(s) repairs must be coordinated prior to the work being performed. Showing up without prior knowledge and approval will not be allowed. Both parties (vendor and ECU) will discuss times that the space(s)/room(s) are available and ready for the installation and service (Working Hours).

18. It will be the responsibility of ECU to schedule downtime in these space(s)/room(s) with the University R25 System in order to maintain room availability through the course of the installation.

19. Any additional charges and/or fees must be mutually agreed upon via written Change Order(s) that are approved and signed by both parties (vendor and ECU).

20. All equipment warranties and service contracts will be registered with the manufacture by the vendor(s) with ECU as the owner/operator. Additionally, any specific warranty and service information will be supplied to ECU.

21. All non-specified equipment/hardware/cables/bulk cable must be brand name, non-remanufactured and brand new. Bulk cable that is run in walls/ceilings/crawl spaces will be plenum rated even if it will be installed within conduit. All cable in the ceiling(s) – not in conduit, will be securely fastened minimally every 5 feet off the ceiling/tile grid. All specified equipment and non-specified equipment must be Underwriters Laboratory (UL) Rated. All bulk cable must be NEC Rated. If an item does not have a UL Symbol or supporting documentation, then the vendor must notify ECU of this immediately and work with ECU on a product substitution that has passed UL test. All mounting hardware must be rated to support at least 5 times the load of equipment being mounted.

22. The vendor(s) will be responsible to obtain Parking Permits before working on campus. Parking on campus is by permit only. Please contact the Department of Parking and Transportation for policies, rules and permit pricing information. The ECU Department of

Parking and Transportation is located at 305 E. Tenth Street, Greenville NC and the phone number is 252-328-6294 – their hours of operation are 7:30AM to 4:30PM, Monday through Friday. [www.ecu.edu/csadmin/parkingandtransportation](http://www.ecu.edu/csadmin/parkingandtransportation)

23. All equipment regardless of brand/model/purpose that is installed into a system will need to have its firmware/systems software updated to the latest stable version prior to testing unless there is a known issue with the latest version of firmware.

24. All equipment manuals, remotes, power supplies, and other related equipment and accessories shall be turned over to the designated ECU AVDE Point of Contact and/or ECU Project Coordinator at the end and completion of the project.

a. User Manuals and other related Training Manuals/Documents shall be provided in MS Word or Adobe PDF (delivered electronically) to facilitate user training.

b. Upon completion ECU AVDE may reasonably request that the Vendor train the University's users and other support personnel in the proper operation and support of the new equipment/systems.

#### **NOTIFICATION of COMPLETION & ACCEPTANCE**

The vendor(s) will provide written notification upon completion of the Purchase Order to ECU via an acceptance document. At that time, the vendor will work with the customer to resolve any and all outstanding issues, deliverables and punch list items related to this Purchase Order. ECU shall provide a written acknowledgement of the vendor(s) completion of the Purchase Order by having an authorized representative sign and return the acceptance document. After the acceptance document has been returned – the vendor(s) may then issue an invoice to ECU for payment.

#### **WORK NOT INCLUDED IN VENDOR(S) SCOPE OF WORK**

The system described in this scope of work is a complete, working system with the exceptions as noted below. These items are required for successful completion of the project but are not provide by the vendor(s).

The electrical power system necessary to power the listed equipment (including but not limited to conduits, raceways, pull boxes, junction boxes, outlet boxes, wiring, conductors, breaker panels, transformers, etc..) will be provided and installed by others.

The empty conduit system also known as "containment", and cable raceways (including conduits, junction boxes, outlet boxes, cable ladders, etc..) into which the cabling for the audio, video, data and control systems will be provided and installed by ECU Facilities.

Any required floor cores for access between floors of the building vertically will be provided by ECU Facilities.

Any modification to the structural, mechanical, electrical and plumbing systems or movement of these systems and any obstructions in the walls, floors and/or ceilings is to be provided by ECU Facilities.

The transmission lines and network interfaces required by videoconferencing units will be furnished and installed by ECU Networking.

The network connections and cabling systems required by the remote-control systems will be furnished and installed by ECU Networking.

The network connections and cabling systems required by the computers will be furnished and installed by ECU Networking.

The building structure to which the devices will be mounted will be furnished and installed by ECU Facilities.

Any operators' consoles, cabinetry, credenzas, lecterns and/or any other furniture into which devices will be mounted will be furnished and installed by others unless specifically listed herein.

### **OWNER FURNISHED EQUIPMENT & SOFTWARE**

The vendor(s) may have to make every reasonable effort to utilize existing Owner Furnished Equipment (OFE) for use in the project. In the event that the OFE is determined to be unusable for this purpose, the vendor(s) must notify the customer immediately.

The vendor(s) may have to make every reasonable effort to utilize and modify Owner Furnished Software (OFS), existing software, or “code” as provided by the owner for use in this project. In the event that this software or code is determined to be unusable for this purpose, the vendor(s) will notify the customer as soon as it is identified that the software or code will not fulfill the needs of an operating system.

### **ROOM DESCRIPTION**

The typical classroom spaces accommodate classes for instruction and video conferencing. Normally there will be one projector to display content from all room sources. The projector will be mounted in the ceiling (unless other options are discussed and agreed upon prior to project). There will be an audio system to playback audio for presentation and for rooms large enough there will be speech reinforcement via ceiling speakers (unless other options are discussed and agreed upon prior to project). All of the equipment used for presenting will be housed in the lectern.

There will also be a control processor/switcher in the lectern/teaching station to control all AV/Classroom Technology systems in the room. There will be a touch panel on the lectern as well as an Xpanel to control the room.

**The remainder of this page is intentionally left blank**

## 5.0 **ADDITIONAL INFORMATION**

### 5.1. **RECYCLED CONTENT**

In an effort to support the sustainability efforts of the State of [North Carolina Executive Order Number 156](#), we solicit your cooperation.

Does the packaging of the items offered in response to this IFB/RFQ contain recycled content?

YES  NO

If Vendor answered "YES" above, indicate the following:

Percentage of recycled content: \_\_\_\_\_ Can the packaging be recycled?  YES  NO

Do items offered in response to this solicitation contain recycled content?  YES  NO

If Vendor answered "YES" above, indicate the material and content percentage of applicable items.

Material: \_\_\_\_\_ Percentage of recycled content: \_\_\_\_\_

State how items may be disposed of or recycled at the end of use?

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### 5.2. **ENERGY STAR PRODUCTS**

"ENERGY STAR® is a government-backed program helping businesses and individuals protect the environment through superior energy efficiency." <http://www.energystar.gov/>

Do products offered meet Energy Star specifications of energy efficiency?  YES  NO

### 5.3. **CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

### 5.4. **DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### 5.5. **CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

## 6.0 ATTACHMENTS

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**\*\*IMPORTANT NOTICE\*\***

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***



IFB BID Number: 56-2509BWIFB.

**ATTACHMENT A: TABLE A: - EQUIPMENT LIST & TABLE B: - LABOR RATE PRICING**

<u>MANUFACTURE</u>	<u>EQUIPMENT</u>	<u>% DISCOUNT</u>	<u>WARRANTY (YEARS)</u>	<u>DELIVERY ARO (DAYS)</u>
<u>AJA</u>				
<u>ABSEN</u>				
<u>ACUITY BRANDS</u>				
<u>AKG</u>				
<u>ALLEN &amp; HEATH</u>				
<u>ALTINEX</u>				
<u>AMX</u>				
<u>ANCHOR</u>				
<u>ATLAS IED</u>				
<u>ARTHUR HOLM DISPLAY SOLUTIONS</u>				
<u>ATLONA</u>				
<u>AUDIO TECHNICA</u>				
<u>AUDIX</u>				
<u>AURORA MULTIMEDIA</u>				
<u>AVER</u>				
<u>AVinED</u>				
<u>AVIOM</u>				
<u>AVOCOR</u>				
<u>AV PRO EDGE</u>				
<u>AXIS COMMUNICATIONS</u>				
<u>BARCO</u>				
<u>BELDEN</u>				
<u>BELKIN</u>				
<u>BEN Q</u>				
<u>BiAmp</u>				
<u>BIRDDOG</u>				
<u>BLACKBOX</u>				
<u>BLACKMAGIC</u>				
<u>BOSE</u>				
<u>BRIGHT SIGN</u>				

<u>BROMPTON TECH</u>				
<u>CABLES TO GO (C2G)</u>				
<u>CANON</u>				
<u>CHIEF</u>				
<u>CHRISTIE</u>				
<u>CISCO</u>				
<u>CLEAR ONE</u>				
<u>CLEAR-COM</u>				
<u>COUNTRY MAN</u>				
<u>COMMSCOPE</u>				
<u>COMPREHENSIVE</u>				
<u>CONTEMPORY RESEARCH</u>				
<u>CRESTRON</u>				
<u>CROWN</u>				
<u>CYBERTOUCH</u>				
<u>DANTE</u>				
<u>DAKTRONICS</u>				
<u>DA-LIGHT</u>				
<u>DELL</u>				
<u>DENON</u>				
<u>DIGITAL PROJECTION</u>				
<u>DRAPER</u>				
<u>ELMO</u>				
<u>ELO TOUCH</u>				
<u>EPSON</u>				
<u>EPIPHAN</u>				
<u>ERGOTRON</u>				
<u>EV (ELECTROVOICE)</u>				
<u>EXTREME NETWORKS</u>				
<u>EXTRON</u>				
<u>FURMAN</u>				
<u>GEFEN</u>				

<u>GLOBAL CACHE</u>				
<u>GRASS VALLEY</u>				
<u>GYRATION</u>				
<u>HARMAN</u>				
<u>HITACHI</u>				
<u>HP (HEWLET PACKARD)</u>				
<u>HUBBELL PREMISE WIRING</u>				
<u>HUDDLY</u>				
<u>IAV FURNITURE</u>				
<u>IGLOO VISION</u>				
<u>IMAGINE</u>				
<u>INOGENI</u>				
<u>JBL</u>				
<u>JABRA</u>				
<u>JVC</u>				
<u>KLIPSCH</u>				
<u>KRAMER</u>				
<u>KSI</u>				
<u>L-ACOUSTICS</u>				
<u>LAB. GRUPPEN</u>				
<u>LaCie</u>				
<u>LEGRAND</u>				
<u>LEVITRON</u>				
<u>LEXICON</u>				
<u>LG</u>				
<u>LIBERTY AV</u>				
<u>LIGHTWARE</u>				
<u>LISTEN TECHNOLOGIES</u>				
<u>LOGITECH</u>				
<u>LOUROE ELECTRONICS</u>				
<u>LUMENS</u>				
<u>LUMANTEK</u>				

<u>LUTRON</u>				
<u>MACKIE</u>				
<u>MAGEWELL</u>				
<u>MARANTZ</u>				
<u>MARSHALL FURNITURE</u>				
<u>MERSIVE</u>				
<u>MEYER SOUND</u>				
<u>MIDDLE ATLANTIC</u>				
<u>MILLER MILLWORKS</u>				
<u>NANOLUMENS</u>				
<u>NEAT</u>				
<u>NEC</u>				
<u>NETGEAR</u>				
<u>NEUTRIK</u>				
<u>NEWLINE</u>				
<u>ONKYO</u>				
<u>OPPO</u>				
<u>OPTOMA</u>				
<u>PANASONIC</u>				
<u>PEERLESS</u>				
<u>PHILIPS</u>				
<u>PIONEER</u>				
<u>PLANAR</u>				
<u>POLK AUDIO</u>				
<u>POLY</u>				
<u>PROSONUS</u>				
<u>PTZOPTICS</u>				
<u>QSC</u>				
<u>Q-SYS</u>				
<u>QUANTUM</u>				
<u>RCI CUSTOM</u>				
<u>RADIO DESIGN LABS (RDL)</u>				

<u>RED DIGITAL CINEMA</u>				
<u>RENKUS-HEINZ</u>				
<u>REVLABS</u>				
<u>RF VENUE</u>				
<u>RGB SPECTRUM</u>				
<u>RIEDEL</u>				
<u>RODE</u>				
<u>ROE VISUAL</u>				
<u>ROSS VIDEO</u>				
<u>RTS</u>				
<u>SAMSON TECHNOLOGIES</u>				
<u>SAMSUNG</u>				
<u>SENNHEISER</u>				
<u>SHARP</u>				
<u>SHURE</u>				
<u>SMART TECHNOLOGIES</u>				
<u>SOUND CONTROL DEVICES</u>				
<u>SOUNDTUBE</u>				
<u>SONY</u>				
<u>SONY DISPLAYS</u>				
<u>SPECTRUM INDUSTRIES</u>				
<u>STARTECH</u>				
<u>STEWART FILMSCREEN</u>				
<u>SURGEX</u>				
<u>SWITCHCRAFT</u>				
<u>TANNOY</u>				
<u>TASCAM</u>				
<u>TC HELICON</u>				
<u>TELEX</u>				
<u>TELEVIC</u>				
<u>TOA</u>				

<u>TRIPP-LITE</u>				
<u>TvONE</u>				
<u>VADDIO</u>				
<u>V-BRICK</u>				
<u>VIEWSONIC</u>				
<u>VISIONARY SOLUTIONS</u>				
<u>VIZIO</u>				
<u>VIZRT</u>				
<u>VFI</u>				
<u>VuWALL</u>				
<u>WACOM</u>				
<u>WILLIAMS SOUND</u>				
<u>WOLFVISION</u>				
<u>YAMAHA</u>				
<u>DIGITAL PROJECTION</u>				
<u>MICROSOFT – HUBS</u>				
<u>ZEEVEE</u>				
<u>WESTPEEN WIRE</u>				
<u>WESCO</u>				
<u>WINDYCITY WIRE</u>				
<u>WIRLWIND</u>				

**TABLE B: EQUIPMENT INSTALLATION LABOR RATES**

<b><u>EQUIPMENT INSTALLATION LABOR RATES</u></b>	<b><u>REGULAR RATE</u></b>	<b><u>OVERTIME/WEEKEND/HOLIDAY RATE</u></b>
<b>PROJECT MANAGER/SUPERVISOR</b>	\$	\$
<b>GENERAL LABORER/INSTALLATION TECH</b>	\$	\$
<b>DESIGN/FIELD ENGINEER</b>	\$	\$
<b>CAD DESIGNER/OPERATOR</b>	\$	\$
<b>PROGRAMMER(S)</b>	\$	\$
<b>***ALL RATES ABOVE ARE PER HOUR/PER MAN***</b>		

## **ATTACHMENT B: DEPARTMENT OF INFORMATION TECHNOLOGY INSTRUCTIONS TO VENDORS**

- 1) **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- 2) **DEFINITIONS:**
  - **NCDIT:** The North Carolina Department of Information Technology, formerly Office of Information Technology Services
  - **NCDIT CONVENIENCE CONTRACT:** A contract that is used for the procurement of IT goods or Services. These contracts are in place for the convenience of the state and use of them is optional.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
  - **TERM CONTRACT:** A contract in which a source of supply is established for a specified period of time for specified Services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price
  - **THE STATE:** Is the state of North Carolina and its agencies.
  - **VENDOR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
- 3) **PROMPT PAYMENT DISCOUNTS:** Vendors 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.
- 4) **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this IFB/RFQ, each Vendor must submit with their offer sketches, descriptive literature and/or complete specifications covering the products offered. **Only information that is received in response to this RFQ will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not satisfy this provision. Offers, which do not comply with these requirements, will be subject to rejection.
- 5) **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 the relevant purchasers in the State those products or packaging they offer which have recycled content and that are recyclable.
- 6) **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 NCDIT. The Vendor is cautioned that the requirements of this IFB/RFQ can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 7) **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all offers, to waive any informality in offers and, unless otherwise specified by the Vendor, to accept any item in the offer. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.



- 8) **AWARD OF CONTRACT:** Responsive offers will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by N.C.G.S. §143-135.9, and in accordance with N.C.G.S. §143B-1350(h), which provides that the offer must be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item offer. In addition, on agency specific or term contracts, NCDIT 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 NCDIT to be pertinent or peculiar to the purchase in question.
- 9) **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 Vendor's expense. Written request for the return of samples must be made within 10 days following date of offer opening. Otherwise the samples will become the property of the State. Each individual sample must be labeled with the Vendor's name, offer 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.
- 10) **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.
- 11) **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation that is over \$25,000 they must submit a written request to the issuing agency at the address given in this document. This request must be received in this office within fifteen (15) 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. IFB/RFQ status and Award notices are posted on at <https://evp.nc.gov/>. **All protests will be governed by NCAC Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**
- 12) **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the NC Electronic Vendor Portal (eVP) at the following web site: <https://evp.nc.gov/>
- 13) **DIGITAL IMAGING:** The State will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

## **ATTACHMENT C: DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS**

- 1) **DEFINITIONS:** As used herein;
  - a) **Deliverable/Product Warranties** shall mean and include the warranties provided for products or deliverables licensed to the State in Paragraphs 7 and 8, and included in Paragraph 29 c) of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.
  - b) **Purchasing State Agency or Agency** shall mean the Agency purchasing the goods or Services.
  - c) **Services** shall mean the duties and obligations accepted by the Vendor to carry out the requirements, and meet the specifications, of this procurement.
  - d) **State** shall mean the State of North Carolina, the Department of Information Technology as an Agency or in its capacity as the Award Authority.
- 2) **STANDARDS:** Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required:
  - by State or federal Regulation,
  - by the Chief Information Officer's (CIO) policy or regulation, or
  - acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.
  - a) **Site Preparation:** Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.
  - b) **Goods Return:** Deliverables and any other goods or materials furnished by the Vendor to fulfill technical requirements shall be in good working order and be maintained in good working order by Vendor for the duration of the Contract; unless otherwise provided in a separate maintenance agreement or in the Solicitation Documents. Deliverables failing to meet the State's technical requirements shall be considered non-conforming goods and subject to return to the Vendor for replacement at the State's option, and at the Vendor's expense. The State is responsible for the return costs related to the termination of a Contract, including deinstallation, and freight to destinations within the Continental United States; except in the case of default by the Vendor or delivery of non-conforming goods by Vendor. Shipping or freight charges, if any, paid by the State for non-conforming goods will be reimbursed to the State.
  - c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.
- 3) **WARRANTIES:** Vendor shall assign all applicable third party warranties for Deliverables to the Purchasing State Agency.

- 4) **PERSONNEL**: Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency Contract Administrator. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract Services provided by such personnel.
- a) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
  - b) This Contract shall not prevent Vendor or any of its personnel supplied under this Contract from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
    - i) Such use does not conflict with the terms, specifications or any amendments to this Contract, or
    - ii) Such use does not conflict with any procurement law, regulation or policy, or
    - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
- 5) **SUBCONTRACTING**: The Vendor may subcontract the performance of required Services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
- 6) **VENDOR'S REPRESENTATION**: Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- a) **Intellectual Property**. Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
  - b) **Inherent Services**. If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and

telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.
- d) **Warranty as to Equipment; Hardware.** Vendor warrants that the equipment and hardware that it provides pursuant to this Contract shall be free from defects in materials, in good working order and be maintained in good working order.

- 7) **SOFTWARE LICENSE** (for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto): Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as floppy diskettes or CD-ROM, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.
- 8) **MAINTENANCE/SUPPORT SERVICES:** Unless otherwise mutually provided herein, for the first year after the expiration of any warranty coverage (and for all subsequent Contract years, for which Support is purchased), Vendor agrees to provide the following Support Services for the Hardware and any Software provided with the Deliverables for any years in which the applicable support fees are paid, which may be more particularly described, e.g., under part numbers, in the Furnish & Deliver Table, above:

**HARDWARE/EQUIPMENT:**

- a) **Basic Services.** The Vendor will provide at least normal and usual Hardware support and maintenance Services generally provided to customers in a similar program, position or setting consistent with and subject to the payment of the support and maintenance fees agreed upon in this Contract, all as indicated by part numbers in the Furnish and Deliver Table, above. The Vendor warrants to the State that all items furnished will be new (unless otherwise requested in this IFB/RFQ), of good material and workmanship, and agrees to repair or replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State's negligence or accident for one year from date of installation. Such repair or replacement shall include any transportation costs free of any charge to the State. This statement is not intended to limit any additional coverage, which may normally be associated with a product, such as any "hot switch" or similar replacement warranty program applicable as indicated by the Vendor's support description in the Furnish & Deliver Table, above. Any available

warranties applicable to replacement Hardware equipment or parts will be passed on to the using agency.

- b) **Telephone Assistance.** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Support problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Standard Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

**SOFTWARE:**

- a) **Error Correction.** Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Program. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance Services under this Paragraph.
- b) Vendor shall notify the State of any material errors or defects in the Deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
- c) **Updates.** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Changes shall become a part of the Software and Documentation and, as such, will be governed by the provisions of this Contract.
- d) **Telephone Assistance.** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Standard Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

- 9) **TRAVEL EXPENSES: All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed.** In the event that the Vendor may be eligible to be reimbursed for travel expenses arising under the performance of this Contract, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under this Contract.

- 10) **GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate this Contract and compensate Vendor for sums due under the Contract.

- 11) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party

contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 09 NCAC 06B.1206, or other provision of law.

- 12) AVAILABILITY OF FUNDS:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any Services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
- 13) PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than 30 days and approval by the State or Agency, the Agency may:
- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
  - b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
  - c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
- 14) ACCEPTANCE CRITERIA:** In the event acceptance of Deliverables is not described in additional Contract documents, the State shall have the obligation to notify Vendor, in writing ten calendar days following the supply of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria the State may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected

Deliverables from the premises of the State Agency within seven (7) calendar days of notification, unless otherwise agreed by the State Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.

- 15) **EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 16) **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.
- 17) **ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 18) **CONFIDENTIALITY:** In accordance with N.C.G.S. §§143B-1350(e), 143B-1375 and 09 NCAC 06B.0103 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 et seq. Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.
  - a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure.
  - b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 et seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication

1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.

**19) DELIVERABLES:** Deliverables, as used herein, shall comprise all Services, project materials, including goods, software licenses, data, and documentation created during the performance or provision of Services hereunder. Deliverables are the property of the State of North Carolina, except where licensed or leased to the State. Proprietary Vendor materials licensed to the State shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Embedded software or firmware shall not be a severable Deliverable. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed nonexclusively to the State, at no additional license fee, pursuant to the terms of the software license contained herein, and in the Supplemental Terms and Conditions for Software and Services or the License Agreement if incorporated in the Solicitation Documents.

**20) LATE DELIVERY, BACK ORDER:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute Deliverables or Services.

**21) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:**

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title, and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
  - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,



- ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any Services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

**22) ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation. The Joint Legislative Commission on Governmental Operations and the legislative employees whose primary responsibility is to provide professional or administrative services to the Commission may audit the records of the Vendor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with Chapter 120, Article 13.

**23) ASSIGNMENT:** Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

**24) INSURANCE COVERAGE:** During the term of the Contract, the Vendor 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 Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor 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 \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract; and

- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
- 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 shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
- d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor 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 Vendor 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 Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

**25) DISPUTE RESOLUTION:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**26) DEFAULT:** In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offers that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.

**27) WAIVER OF DEFAULT:** Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 40) herein below.

**28) TERMINATION:** Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate this Contract by written agreement at any time.
- b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 26), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
  - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 29) and 30) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
  - ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

**29) LIMITATION OF VENDOR'S LIABILITY:**

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranty compliance, or to claims for injury to persons or damage to tangible personal property caused by Vendor's gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 et seq., the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

**30) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, 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, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.

- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

**31) CHANGES:** This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or offer on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Deliverables or Services delivered without a purchase order from the Agency or State Award Authority.

**32) STOP WORK ORDER:** The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under this Contract for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.

- a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:
  - i) Cancel the Stop Work Order, or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of this Contract, and
  - ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.

**33) PRICE ADJUSTMENTS FOR TERM CONTRACTS: RESERVED**

**34) TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Contract.

**35) DATE AND TIME WARRANTY:** The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

**36) INDEPENDENT CONTRACTORS:** Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

- 37) TRANSPORTATION:** Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
- 38) NOTICES:** Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.
- 39) TITLES AND HEADINGS:** Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
- 40) AMENDMENT:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 31) herein.
- 41) TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.
- 42) GOVERNING LAWS, JURISDICTION, AND VENUE:**
- a) This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
  - b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.
- 43) 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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 44) COMPLIANCE WITH LAWS:** The Vendor 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.
- 45) SEVERABILITY:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- 46) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property

Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

**47) ELECTRONIC PROCUREMENT (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
- b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.
- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

**48) ELECTRONIC PROCUREMENT (Applies only to Statewide Term Contracts): RESERVED**

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

**PART I: HUB CERTIFICATION**

Is Vendor a NC-certified HUB entity?  Yes  No

If **yes**, provide Vendor #: \_\_\_\_\_

If **no**, does Vendor qualify for certification as HUB?  Yes  No

Vendors that check “yes” will be referred to the HUB Office for assistance in acquiring certification.

**PART II: PROCUREMENT OF GOODS - SUPPLIERS**

For Goods procurements, are you using Tier 2 suppliers?  Yes  No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB Certified	Percent of total bid price

**PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS**

For Services procurements, are you using Subcontractors to perform any of the services being procured under this solicitation?  Yes  No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB Certified?	Percent of total bid price

**Need more information?**

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov)



**ATTACHMENT E: CUSTOMER REFERENCE FORM**

Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

**Instructions:** Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

**ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION**

Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

- 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: \_\_\_\_\_ (If no audit within past 18 months, explain reason below.)
- 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 30 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**

## **ATTACHMENT G: EAST CAROLINA UNIVERSITY TERMS AND CONDITIONS**

1. **Licensing Practices:** Only CLC (Collegiate Licensing Company) licensed vendors may produce items featuring university trademarks. East Carolina University is required by law to control the use of its trademarks and control is maintained through allowing only officially licensed manufacturers to reproduce University trademarks. Any vendors wishing to be added to the list of approved vendors need to contact the Collegiate Licensing Company Inc. at [clc@clc.com](mailto:clc@clc.com). East Carolina University also requires any new licensees who are sourcing products in Bangladesh to participate in the Accord on Fire and Building Safety in Bangladesh (Accord) and/or the Alliance for Bangladesh Worker Safety Alliance (Alliance) before being approved as a licensee.

### **2. Parking:**

In the event of a mandatory pre-bid meeting/site visit, a parking permit may be acquired by contacting ECU Department of Parking and Transportation, located at 305 E. Tenth Street, Greenville, NC, at 252-328-6294 between the hours of 7:30AM to 4:30AM, Monday through Friday. Parking on campus is by permit only; however, an alternative option is meter parking for up to two hours at limited locations. Attendees who come by the Parking and Transportation Office and ask for a pre-bid permit will be sold a Departmental Guest Permit for \$1.00. Parking will be assigned in proximity to the pre-bid location.

### **Mandatory Pre-bid/Site Visits:**

Mandatory pre-bid meeting/site visits will begin promptly at the time stated on the bid document. If you are not present at the time the meeting begins, you will not be allowed to submit a bid. There will be no exceptions to this rule. Please allow adequate time for parking.

### **Parking on Campus:**

In the event you need to park on campus to fulfill your services to East Carolina University, please contact the Department of Parking and Transportation for policies, rules, and permit pricing information (<http://www.ecu.edu/cs-admin/parkingandtransportation/>).

### **Special Accommodations:**

Individuals with disabilities, who require accommodations under the American with Disabilities Act (ADA), should contact the Department of Disabilities Support Services at 252-737-1016 prior to the meeting date.

3. **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: Assure all features, components and sub-systems of the software of the IT System contained on this IFB fully comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d);

Or

Detail why any feature, component or sub-system contained in this IFB does not fully comply with Section 508, and the way in which the proposed product is out of compliance; the product offered in response to this IFB is subject to an accessibility evaluation by the University.

**This Space is Intentionally Left Blank**

## **ATTACHMENT H: EAST CAROLINA UNIVERSITY COMPLIANCE STANDARDS**

**Compliance/Change in Law.** By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules, and regulations, including but not limited to (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)); and (ii) the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. 1395nn) and related safe harbor regulations. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on sixty (60) days written notice to the other party.

**Debarment Certification.** By signing this Agreement, the Vendor hereby represents and warrants the following: (1) that the Vendor has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively, “Debarment” or “Debarred,” as applicable); and (2) that the Vendor agrees to immediately notify the Director of Compliance at Brody School of Medicine in the event that the Vendor (a) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement; or (b) becomes Debarred. Upon receipt of such notice from the Vendor, this Agreement shall automatically terminate without further action or notice.

**Deficit Reduction Act Compliance.** To the extent it is required by 42 U.S.C. 1396a(a)(68), as it relates to the provision of services under this Agreement, Vendor adopts and acknowledges having received written policies of East Carolina University regarding compliance with the federal False Claims Act, 31 U.S.C.3729-3733, administrative remedies for false claims and statements, 31 U.S.C. Chapter 38, state laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such federal and state false claims laws, as well as detailed information regarding East Carolina University’s policies and procedures for detecting and preventing fraud, waste, and abuse. <http://www.ecu.edu/cs-dhs/bsomcompliance/plan.cfm>

**Family Educational Rights and Privacy Act (FERPA) Compliance:** Vendor acknowledges that it is under the direct control of East Carolina University with respect to the use and maintenance of education records it may receive while performing under this Agreement. Vendor agrees to hold confidential (in accordance with state, federal laws and specifically as provided for under FERPA) all information (including any and all electronic files) it receives, and acknowledges that it is subject to and will comply with the re-disclosure requirements of 34 CFR 99.33(a) as it governs the use of education records provided by East Carolina University for performance of services under this Agreement. Vendor agrees it will redisclose personally identifiable information from an education record to another party only where necessary to perform services under this Agreement and only on the condition that the party to whom the information is redisclosed will not disclose the information to any other party without the prior written consent of the individual whose information is being disclosed. Vendor agrees that it will instruct those to whom personally identifiable information from an educational record is redisclosed that they may use the information only for the purpose the redisclosure was made. In addition, as it relates to the provision of services under this Agreement, Vendor acknowledges having received and adopts the written policies of East Carolina University regarding compliance with FERPA.

**AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** Vendor shall provide its digital technology products in a manner which is accessible and shall comply with rapidly changing accessibility guidelines. Vendor has implemented product guidelines across all of its digital platforms in accordance with the Web Content Accessibility Guidelines 2.1 (WCAG) Level AA and with guidelines under Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794d), and Offeror shall provide proof of its compliance as requested by the University. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless ECU from any claims arising out of its failure to comply with aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Contract.

**HIPAA:** If the University provides the Vendor with personal identifiers as listed in N.C.G.S. 132-1.10 and in N.C.G.S. 14-133.20(b) or any other legally confidential information, Vendor hereby certifies that collection of this information from the University is necessary for the performance of Vendor’s duties and responsibilities on behalf of the University under this Agreement. Vendor further certifies that it shall maintain the confidential and

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exempt status of any social security number information, as required by N.C.G.S. 132-1.10(c)(1), and comply with 42 USC 1320(d) the HIPAA, (Health Information Portability and Accountability Act). Vendor shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Vendor for a period of at least five (5) years from date of violation.

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## **ATTACHMENT I: EAST CAROLINA UNIVERSITY DATA SECURITY STANDARDS**

- a) Care of Information: Vendor agrees to adhere to security industry best practices to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from disclosure, loss, destruction or erasure. When confidential information is shipped, the delivery shall be verified. All confidential information shall be encrypted when stored on portable devices or transmitted across wireless or public networks, including transmissions such as file transfer protocol (FTP) and electronic mail. Encryption algorithms for the transmission of confidential data must meet industry security standards. Upon the written request of State or, in any event, upon termination of the business relationship between the parties, Recipient shall surrender to State, return to State or destroy all materials in the possession, or under the reasonable control, of Recipient that contain Confidential Information, including any reports, analyses, memoranda and other materials that were prepared by Recipient, or its advisors, and that include or were based on the Confidential Information. Upon the return or destruction of such materials, Recipient agrees to certify, in writing, that all of the foregoing materials have been surrendered to the other party or destroyed in accordance with this Agreement.
- b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Information Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon East Carolina University pursuant to future statutory or regulatory requirements.
- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors (collectively, "Representatives"), shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State. Vendor agrees to make no use of any Confidential Information except such use as is required in the evaluation of the potential and/or ongoing business transactions between the parties. Vendor limits access to any Confidential Information to those Representatives who (i) have a need-to-know such Confidential Information for the purpose of evaluating and conducting the business transaction (potential or otherwise) between the parties, (ii) have been advised of the confidential and proprietary nature of the Confidential Information and of the obligations set forth in this Agreement; and (iii) have agreed to be bound by the provisions hereof; and be responsible for any breach of this Agreement by its Representatives.
- d) Client Rights: Client shall have the right to review Vendor's audit reports and audit workpapers so that Client can formally ensure that controls are adequate. Client shall also have the right to review audit and consulting reports related to the appropriate and relevant controls. Client will use at least the same standard of care and security to maintain the confidentiality of the reports and workpapers that it uses to maintain the confidentiality of its own reports and workpapers. In no event may the standard of care and security be below that customary and reasonable under the circumstances. Client shall protect the confidentiality of audit reports and workpapers to the maximum extent permitted by the law. Client owns the rights to all data/records produced as part of this contract. All records created or produced in part or in whole are to be maintained for the duration of the contract, made available upon request, and removed upon written request and upon termination of the contract are to be turned over to the client. Client reserves the right to manage the data retention schedule of all data as part of this contract in accordance with the University's General Records Retention and Disposition Schedule

(<http://www.ecu.edu/cs-lib/archives/gs1intro.cfm>) and vendor agrees to abide by written requests to remove client's data within 30 days of such requests.

- e) Security and Background Checks: The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other requirements.

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**ATTACHMENT J: EAST CAROLINA UNIVERSITY QUESTIONNAIRE**

**Please read and complete the items listed below. This page is to be completed and returned with your bid. Failure to do so may subject your bid to rejection.**

**1. Historically Underutilized Businesses**

“Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.” <http://www.doa.state.nc.us/hub/default.aspx>

Are you a Historically Underutilized Business (i.e., minority, woman or disabled-owned business)?

Yes \_\_\_\_\_ No \_\_\_\_\_

If applicable, specify classification. \_\_\_\_\_

**2. HIPAA Compliance (Health Insurance Portability and Accountability Act)**

As part of your engagement, will you have access to any patient information for those patients of ECU Physicians or University Health Systems of Eastern Carolina? Yes \_\_\_\_\_ No \_\_\_\_\_

**3. FERPA Compliance (Family Educational Rights and Privacy Act)**

As part of your engagement, will you have access to any student education records or personal identifying information of students of East Carolina University? Yes \_\_\_\_\_ No \_\_\_\_\_

**4. Data Security**

As part of your engagement, will you have access to or be the recipient of any electronic data, documents, files, or other materials housed by East Carolina University? Yes \_\_\_\_\_ No \_\_\_\_\_

As part of your engagement, will you be hosting any electronic data, documents, files, or other materials for East Carolina University? Yes \_\_\_\_\_ No \_\_\_\_\_

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**ATTACHMENT K: EAST CAROLINA UNIVERSITY VENDOR CONDUCT ON CAMPUS**

Criminal Background: Contractor shall require all of its personnel servicing University’s properties under this IFB and subsequent contract to undergo a criminal background check for a period of no less than seven years prior to the date of hire. By assigning personnel to service University’s properties, Contractor warrants completion of a criminal background check for each employee assigned to service University properties that reflects no convictions of the following types of offenses: (1) larceny, petit theft, embezzlement, fraud, identity theft or other crimes of dishonesty, (2) any sex offenses and/or registration on a sex offender registry (of any state or the national sex offender registry), and/or (3) drug related offenses (possession, possession with the intent to sell or distribute). Contractor shall provide documentation on your letterhead that the background checks have been completed prior to starting the contract and during personnel changes. Contractor is required to keep the background checks on file through the duration of the contract. The University may, at any time during the contract, request copies of the background checks.

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**CONTRACT PROFESSIONAL CODE OF CONDUCT**

The Contractor agrees to be responsible for and provide general supervision of all their employees working under this contract. All personnel employed during the term of this agreement, either as direct employees of the Contractor or as sub-contract employees, shall conduct themselves in a professional manner at all times. Horseplay, foul language or behavior, which creates a nuisance for the University, is prohibited. Smoking or the use of tobacco is prohibited in University facilities. The possession of illegal drugs or substances including alcohol, or being under the influence of these substances shall be grounds for immediate removal from the property and contract cancellation. Weapons of any kind concealed or otherwise, are strictly prohibited.

The Contractor shall ascertain that all employees or subcontractors abide by the following rules:

1. All contractor employees shall schedule an appointment for **ANY** campus meetings or campus visits with the respective Department(s) and/or ECU ITCS staff or **ANY** unescorted visits to University facilities within a minimum of five business days.
2. All contractor employees shall check-in with the respective Department(s) and/or ECU ITCS prior to any unescorted campus meetings or visits. The reason for the visit and an itinerary shall be communicated to Dining Services staff.
3. All contractor employees shall wear “Visitor” identification badges when on campus.
4. All contractor employees shall identify themselves as a contractor and not as a representative of the University.
5. All contractor employees shall obey any restricted areas unless escorted by University staff.
6. All contractor employees shall use professional language when engaging with any University staff, faculty, or students. Harassing or obscene language will not be tolerated.
7. The University reserves the right to remove any Contractor employee who fails to abide by these or other reasonable rules established by the University in conjunction with this contract.

OFFEROR: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.**  
**Unsigned proposals will not be considered**

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***