



STATE OF NORTH CAROLINA

University of North Carolina Wilmington (UNCW)

Invitation for Bid #: 72-BRAB25008

AV integration services for King Hall renovation

Date of Issue: 8/16/24

Bid Opening Date: 09/16/24

At 2:00 PM EST

Direct all inquiries concerning this IFB to:

Robert Bisanar

Purchasing Specialist

(Preferred) Email: bisanarr@uncw.edu or purchasing@uncw.edu

Phone: 910-962-4069



STATE OF NORTH CAROLINA

Invitation for Bid

72-BRAB25008

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://eprocurement.nc.gov/new-electronic-vendor-portal-evp-live>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA

Division of University of North Carolina Wilmington (UNCW)

Refer <u>ALL</u> Inquiries regarding this IFB to: Contract Lead: Robert Bisanar Email (Preferred): bisanarr@uncw.edu Phone: (910) 962-4069	Invitation for Bid #: 72-BRAB25008
	Bids will be publicly opened: 2:00 PM, Monday, September 16, 2024
Using Agency: UNC Wilmington	Commodity No. and Description: 4511 – Video & Audio presentation equipment services
Requisition No.: 190263515	

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the ATTACHMENTS page within this document.

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____.
(Authorized Representative of University of North Carolina Wilmington)

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1.0 PURPOSE AND BACKGROUND

The University desires to procure integration services to install OFE (Owner Furnished Equipment) AV equipment in renovated King Hall on the campus of the University of North Carolina Wilmington. All equipment will be installed/integrated. (See separate room lists in 5.0 STATEMENT OF WORK, SPECIFICATIONS AND EXPECTATIONS, AND INSTALLATION.)

The intent of this solicitation is to award an Agency Contract.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

Not applicable to this procurement.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 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 and Time
Issue IFB	State	8/16/24
Voluntary Meeting/Site Visit	State	11:00 AM, Tuesday, September 3, 2024
Submit Written Questions (if any)	Vendor	by Wednesday, September 4, 2024
Provide Responses to Questions (if any)	State	by Friday, September 6, 2024
Submit Bids	Vendor	Before 2:00 PM EST, Monday, September 16, 2024
Anticipated Contract Award	State	By Friday, September 20, 2024

2.5 VOLUNTARY SITE VISIT

Date: Tuesday, September 3, 2024
Time: 11:00 AM Eastern Time
Location: 601 Hamilton Drive
Wilmington, NC 28403
Contact #: bisanarr@uncw.edu

Instructions: Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor representative represented on the sign in sheet.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this IFB.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered to be a part of this IFB and any resulting contract.

PLEASE READ CAREFULLY AND PASS ON TO THE(THOSE) EMPLOYEE(S) YOU PLAN TO SEND TO BE IN ATTENDANCE:

Still under Construction: At the time of this bid's posing, the project's is still under construction. It is not yet known whether hard hats and safety vests will be required at the time of the site visit. Therefore, participants should be prepared to bring their own hard hat, safety vest, and closed-toed shoes for each company's representative sent to attend which is required for admittance in the building at the time of the Site Visit. UNCW is NOT providing hard hats or safety vests for vendors.

Visitor Parking (<https://uncw.edu/seahawk-life/services/parking-transportation/parking/visitor-parking/>): Parking passes are NOT being provided. Parking Zones Map: <https://uncw.edu/seahawk-life/services/parking-transportation/parking/> Vendors should arrive early enough to assure there is available parking in the Visitor Lot, in lieu of paid parking elsewhere on campus.

Until full, free parking for visitors is available in the Visitor Lot (located just off Riegel Road, adjacent to Price Drive, at GPS address 4941 Riegel Road, Wilmington, NC). Additional mapping can be obtained from <https://uncw.edu/map/interactive/>.

General walking instructions, although different GPS systems may provide variances in suggested/recommended paths:

- Exit from the Visitors Lot and proceed to Price Dr.

- Continue on Price Dr. to Burney Center walkway, crossing Union Dr., then bearing right on the map (North) to and through Fisher Student Center parking lot walkway, continuing to walkways to King Hall. Meeting congregation will be on the WEST side entrance.

Vendors in attendance for the Site Visit will be responsible for their own GPS technology and directions towards arriving at the Site Visit by the start time. The State has provided the Site Visit location address, which vendors should allow themselves ample time to park and walk to and arrive at the Site by the start time.

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2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum. It is requested that Vendors submit preliminary questions no later than the day before the Site Visit, in order for the State to better plan to address them during the Site Visit, although questions may still be submitted after the Site Visit, up until the date of submitting questions.

Written questions shall be emailed to purchasing@uncw.edu by the date specified above. Vendors should enter “IFB # 72-BRAB25008: Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.7 BID SUBMITTAL

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 sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received 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.

[eVP]

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 to upload 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.

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2.8 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) Vendor's Response. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # ____ [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a. CONTRACT LEAD / PURCHASING SPECIALIST: Representative of UNCW identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State, and is the individual who will administer The Contract for the State.
- b. E-PROCUREMENT SERVICES: Not applicable to this IFB. The fee-based program, system, and associated Services through which the State conducts electronic procurement. UNC System schools do not use the State's E-Procurement system.
- c. FOB-DESTINATION: Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- d. IFB: Invitation for Bids.
- e. MUST: A term indicating a mandatory requirement.

- f. ON-TIME Delivery: The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- g. QUALIFIED BID: A responsive bid submitted by a responsible Vendor.
- h. SHALL: A term indicating a mandatory requirement or action.
- i. STATE: The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- j. STATE AGENCY: Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- k. UNIVERSITY: The University of North Carolina at Wilmington, UNCW, UNC-W, UNC-Wilmington, University of North Carolina Wilmington, University of North Carolina at Wilmington, etc.
- l. VENDOR: Contractor, integrator, etc.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

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

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the State's eVP website under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

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

4.1 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. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s response.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be a single invoice meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. The invoice shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order.

INVOICE(S) MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 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 G: 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.

4.4 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.

4.5 REFERENCES

Vendor should provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may 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 may be considered in the evaluation of the Bid.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.6.1 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.

4.6.2 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.

4.6.3 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.

4.6.4 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.

4.6.5 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

4.7 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.

4.8 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.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Default Insurance Coverage from the General Terms and Conditions is applicable to this solicitation.

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5.0 STATEMENT OF WORK, SPECIFICATIONS AND EXPECTATIONS, AND INSTALLATION

5.1 STATEMENT OF WORK

Contractor shall provide a complete, turnkey audiovisual systems performing all the services and functions as described herein, together with all other materials, labor, tools, transportation, and any other resources necessary to provide a fully functional system.

5.2 SPECIFICATIONS AND EXPECTATIONS

QUALITY ASSURANCE

- A. Unless otherwise authorized in writing from the Owner, all equipment for installation shall be new, less than one year from the date of manufacture, and without blemish or defect.
 - a. Any equipment not Owner Furnished must be purchased from a manufacturer-approved distributor or reseller. Purchase from a non-approved reseller is prohibited.
 - b. If a specified piece of equipment has been discontinued by the manufacturer, or is otherwise unavailable on the market, written notification shall be provided to the Owner along with any substitution requests. Substitutes must demonstrate that they will meet all requirements of the original product as specified in this document, and must be approved in writing by the Owner prior to installation.
 - c. Any equipment requiring firmware must have the latest version installed prior to testing and System Performance Verification.
- B. The contractor shall supply any incidental equipment, cables, connectors, etc. not listed herein that are necessary to result in a complete and operable system without claim for additional payment beyond the original bid.
- C. At least one member of the installation (on site) crew must hold a current CTS certification from AVIXA, with a preference for CTS-D or CTS-I holders.

SUBMISSION FOR PUBLICATION

- A. Prior written consent from UNCW is required before submitting any information about this project for publication or award. This shall include, but not be limited to, photographs, descriptions, drawings, renderings, equipment lists, or any other information regarding the project. If written consent is provided by the university, any submission for publication or award must properly credit UNCW as per OUR standards.

DESIGN AND PERFORMANCE REQUIREMENTS

A. PROJECT OVERVIEW

- a. The University of North Carolina Wilmington is currently undergoing a major renovation King Hall on campus, including replacing or upgrading all of the Audio/Visual systems. The new audiovisual system will include a Distance Education Control Room, two DE classrooms, and Active Learning space, an Engineering Lab, a conference room, lounge area, and various other minor systems such as digital signage.
- b. The Bid shall include itemized responses to each Add/Alternate. The Owner will use the alternates combined with the Base Bid to select the proposal that best meets the functional and budgetary requirements of the project. The Owner, at its sole discretion, may select any, all, or none of the proposed alternates and reserves the right to add any alternates to the scope of work within 90 days of contract execution, at the original bid price.
- c. The installation may take place beginning no earlier than September 25, 2024. It's preferred that installation be completed sooner than later, but substantial completion is to be completed by November 8, 2024. All work, punch lists, training, etc. shall be completed by no later than November 15th, 2024. The awarded integrator shall coordinate with the UNCW Project Manager, Nic Troutman, regarding access and operations on site.

B. SYSTEMS DESCRIPTIONS

a. BASE BID

- i. General Note: all control system programming shall be done utilizing Extron Scriptor. All DSP and audio settings should be configured to conform with standards located elsewhere in this document.
- ii. Refer to the OFE Equipment Schedule in this section 5.0 for the list of primary components for the systems to be integrated. Any part, cables, connectors, etc. not listed on the Equipment Schedule shall be provided by the integrator so that all systems are in complete working order.
- iii. All Extron Control system programming shall be in Scriptor.
- iv. Room 201 – Active Learning shall have a typical instructor's lectern and projector for display of instructional content. Additionally, this room shall have two active learning pods, with local displays and wireless BYOD connectivity for students. There shall also be a camera, ceiling microphone, confidence monitor, DSP, and AV bridge for synchronous streaming from the room.
 1. The lectern shall house the majority of the AV system equipment, unless otherwise noted. See equipment Schedule, SFD, and Rack Elevation for specifics. The Chief dual arm monitor mount will attach to the top of the lectern and hold one Wacom DTH-2452 and one Dell monitor. A laptop cable shall be coiled on top of the lectern for wired connectivity. Outgoing signal feeds from the lectern shall connect to the two pod displays, the projector, the confidence monitor, and two runs will connect to the DE Control Room 203. Incoming feeds shall come from the two active learning pods.
 2. Each of the two active learning pods shall have a 55" display mounted via the Chief MTM1U mount. A Mersive Solstice Pod, and Extron DTP Tx/Rx pair that connect to the lectern shall be mounted behind the display in an accessible location.
 3. The projector shall be mounted in the ceiling utilizing the Peerless 2' x 2' ceiling mount (to replace ceiling tile in the grid; no cover tile required) at the designated location. The mount shall include an Extron PMK shelf holding the DTP Rx unit. Projector screen shall be mounted level and on approximate center to the projector using L brackets (note: projector has lens shift capabilities, so approximate center is acceptable).
 4. Ceiling shall also contain 4 Extron Flat Field speakers distributed equally to cover the space, and also a Shure MXA920 microphone centered on the instructional area. Speakers shall connect to lectern using appropriate AWG wire. Mic shall connect via Dante.
 5. Two Vaddio cameras shall be mounted in the room, one on the back wall to cover the instructor, and one on the front wall to pick up the active learning pods. Cameras connect to the lectern via the Vaddio OneLINK System. Additionally, on the back wall a 65" confidence monitor shall be mounted at 78" AFF with an Extron DTP Rx unit mounted behind it.
 6. Programming of Control System: GUI shall follow the UNCW standard (UNCW shall provide to the integrator). Camera controls will be displayed when the PC is selected, and shall consist of no more than 4 presets only. The instructor shall be able to choose content to display on the main screen while local Mersives display simultaneously on each of the pods, or the instructor shall have the option to select any source (PC, laptop, Mersive 1, Mersive 2) and push it to all displays simultaneously. Independent mic volume control will be controllable via a sub page with overall program audio controlled by a slider on the main page. Individual buttons for muting or freezing all displays will also be available on the main page. UNCW shall provide examples of existing system code for similar locations to the programmer for reference.
- v. Room 201A - Lounge shall have two displays mounted at seated height with Mersive BYOD devices for connectivity.
 1. 55" displays to be mounted at designated locations at 48" AFF on center.
 2. Mersive Solstice Pod is to be mounted behind the display in an accessible location.
- vi. Rooms 202 – Honors DE and 212 Engineering DE shall have 3 Vaddio OneLink Cameras, 2 Projectors/Screens, 2 65" Displays, 2 Ceiling Mounted MXA Microphones, an Extron

Crosspoint 84 4K, and a Vaddio AV Bridge MatrixMix for video routing, and a Biamp Tesira Forte DSP for audio processing:

1. The Honors Lectern houses the Lectern Computer, Dual Lectern Monitors, Extron Crosspoint, Vaddio MatrixMix, BiAmp DSP, and Combo Lapel/Handheld Wireless Microphone system.
 2. Vaddio MatrixMix Video Inputs (3): 3 Vaddio OneLink Cameras
 3. Extron Crosspoint Video Inputs (4): Lectern PC x2, Laptop, MatrixMix
 4. Extron Crosspoint Video Outputs (4): 2 Projectors, 2 65" Displays
 5. BiAmp Tesira Audio Inputs (5), 2 MXA, 2 Wireless Mics, 1 Lectern PC
 6. BiAmp Tesira Audio Outputs (2), Lectern PC (via MatrixMix), Room Speakers (via Crosspoint).
 7. Camera Placement: 2 Student Cameras (both on Front Wall), 1 Instructor Camera (on Rear Wall).
 8. Projector Screen Placement: 2 on Front Wall
 9. Display Placement: One in center of rear wall, Second centered between 2 Projector Screens.
- vii. Room 203 – Control room shall have 2 Technician Stations comprised of the following equipment: 2 Technician PCs (4 total), 1 Audio Monitor (2 Total), 1 Extron Touch Panel (2 Total), 4 23" PC Monitors (8 Total), and 1 Vaddio PCC Premier for camera control (2 Total).
1. 2 Technician PC's Per Tech Station with 4 PC Monitors on a Tree.
 2. Each Technician PC will have two DP outputs landing on 2 of the PC Monitors.
 3. The Vaddio PCC Premier Precision Controller HDMI Video Output will land on the HDMI Input of Lower Left of the 4 PC Monitors.
- viii. Room 206 Conference Room shall have a large format display, with computer and Mersive being mounted behind the display. Additionally, a Logitech Rally system shall be mounted that patches into the computer.
1. 85" Display shall be mounted at the designated location, with the bottom of the display falling between 36" – 42".
 2. Micro Form Factor PC and Mersive Solstice Pod are to be mounted behind the display in an accessible location.
 3. Rally System is to be mounted at display location, with mic pod being ceiling mounted over center of conference table location.
- ix. Room 209D, E, and F - Hallways shall have digital signage and room occupancy signs.
1. 55" displays to be mounted at designated locations at 78" AFF. ONELAN Media Player is to be mounted behind the display in an accessible location.
 2. Extron TLS occupancy signs are to be mounted at designated locations at 48" AFF.
- x. Room 210 2+2 Lab shall have A Mersive Solstice Pod displaying on two 75" monitors mounted on either side of the room.
1. Mount two 75" displays at designated locations (one on either side of room). at 78" AFF.
 2. Behind designated display, mount Mersive unit, to connect to an HDMI splitter. One feed shall connect to the local display, the other to an HDMI CAT6 transmitter that feeds to a receiver mounted behind the other display.
 3. Volume should be set at identical levels on both displays such that the maximum output meets acceptable listening standards.

C. SUBMITTALS

a. General:

- i. The Owner shall review the Submittals and Shop Drawings listed below. Submittal and Shop Drawing approval shall be based on conformance to the Specification and adherence to the design intent of the Specification. The Contractor shall be responsible for providing any incidental equipment, Installation Materials and labor needed to result in complete and operable systems, even if such equipment, materials or labor are not listed in this Specification.
- ii. The Contractor shall maintain a Master Set of this entire Specification, including all drawings and addenda, at the site at all times during the installation. Any deviations from the Specification made during the installation shall be marked on this Master Set. The

Master Set along with all relevant support documentation shall be provided as part of the As Built submittal in the format outlined under Final Documentation.

b. Submittal Format:

- i. All documents, configuration files and drawings shall be submitted in the following format:
 1. Electronically in .pdf format. While transmitted files are preferred (via email, Drop Box, etc.), files may be submitted via flash drive.
 2. All .pdf files shall be submitted at the documents' native scale. For example, a .pdf created at 42"x30 " (full size) to ensure that there is no loss of resolution should the file be viewed or printed later by the Owner.
 3. Executable configuration file (where applicable).
 4. Other formats may be acceptable upon prior approval by the Owner.

c. Shop Drawings:

- i. The Shop Drawings shall indicate complete details of work to be performed.
- ii. The Contractor shall provide one electronic copy of the Shop Drawings to the Owner for review and approval.
 1. Drawings shall include a title block naming the Project, Owner, and Contractor, shall include a drawing title, drawing number, revision number if applicable, and date.
 2. The Owner and/or Owner's designated representative shall review all Shop Drawing submittals.
- iii. The Shop Drawings listed below are required of the Contractor. Submit all Shop Drawings complete as a single submission. Isolated items will not be accepted, except with prior approval.
 1. System Signal Flow - Complete functional system signal flow drawings of all systems described herein and meeting the functions indicated in the Specification. System Signal Flow drawings to illustrate and identify each major component indicating signal flow; signal type and equipment interconnectivity; all used and unused input/output connections for all devices; connector types; specific manufacturer and model number labels for each component; physical location callout indicating the components physical location (i.e. equipment rack #, lectern, wall mounted, etc.); 70 volt loudspeaker tap settings; amplifier/loudspeaker zone assignments; and other details as needed to accurately document the signal interconnectivity of the systems.
 2. Cabling Schedule - Document complete wire run information, including the cable type, cable marker identifier, and origination and destination location and connector types for each cable. Wire run information shall be conveyed:
 3. Loudspeaker Layouts - Scaled ceiling and/or floor plan drawings showing loudspeaker locations, including coverage patterns for ceiling-mounted loudspeakers. Loudspeaker zone groups shall be identified such that they are relatable to the System Signal Flow drawings.
 4. Loudspeaker Mounting Details - Scaled drawings of complete loudspeaker mounting details, hardware and support surfaces, including details on all load requirements, safety factors, safety cables and structural materials.
 5. Projector Mounting Details - Scaled drawings of complete projector mounting details, hardware and support surfaces, including details on all load requirements, safety factors, structural materials and any required safety cables.
 6. Optical Systems - The Contractor shall be responsible for field verification of the on-site conditions and submit scaled drawings to verify that the proposed projection devices, lenses and related optical systems will provide the desired image size without distortion or any other image aberrations.
 7. Panels - Scaled drawings of interconnect panels, control surfaces, and other custom interfaces.
 8. Peripheral Equipment - Scaled drawings of mounting arrangements of any peripheral equipment, which may be included in this Specification.
 9. Equipment Rack Layouts - Fully detailed rack drawings indicating equipment orientation within the equipment rack.
 10. Technical Furniture - Scaled drawings of all technical furniture indicating the furniture dimensions, materials, finishes, equipment locations and orientation within the furniture, cable management accommodations, and all other details necessary to

convey the physical and functional aspects of the furniture as it will be installed in each individual room space.

11. Others, as may be required by the Owner.
 - a. Inquire with the Owner whether submissions of finishes/materials which will be visible to the public are required and submit accordingly.
 - b. Typical sample items of interest include: receptacles and controls with associated trim plate and each type of loudspeaker baffle and/or grille.
- iv. Approval: The Contractor shall receive written response indicating approval to proceed, or changes required to the Shop Drawings submittal, within 10 business days of receipt of the submittal by the Owner.
- v. Modifications: The Contractor shall be responsible for updating the Shop Drawing package throughout the course of the project to document any Owner-requested changes, approved product changes, approved changes due to field conditions, or any other changes to the approved Shop Drawing package. Drawing modifications may be reviewed by the Owner, and the Contractor shall make current Shop Drawings available to the Owner within five business days of request.
- vi. Bill of Materials: The Contractor shall submit a Bill of Materials concurrent with the Shop Drawing submittal. The Bill of Materials shall be organized by room or system type and submitted electronically in Microsoft Excel .xlsx format, unless an alternate format is approved in writing by the Owner.
- vii. Wireless Frequency Table: The Contractor shall submit a table of wireless devices including wireless microphones and intercom transceivers. Each device shall be listed individually along with the manufacturer's recommended frequency setting per the location of the installation.
- viii. Network Coordination:
 1. The Contractor shall coordinate with the Owner and verify which system components, if any, shall be connected to the university's network.
 2. Owner shall furnish a range of IP addresses to be utilized on this network. Contractor shall assign and track all addresses assigned from this range.
 3. The Contractor shall work with the Owner to identify all PoE, VLAN, firewall and other networking requirements to provide a fully functioning AV system. The Contractor shall generate a schedule of all AV components that will be connected to the building LAN and submit it to the Owner for approval and implementation.
- ix. Software: The Contractor shall secure from the Owner or Owner's Representative, in writing, approval for all customized software applications prior to installation, including but not limited to:
 1. Audio Digital Signal Processing (DSP):
 - a. The Contractor's Audio DSP submittal shall communicate the internal signal flow, preliminary setup and the configuration of the Audio DSP processors that is required to meet the AV systems functional and performance requirements. Final level settings and internal preset configurations shall be the Contractor's responsibility during system setup and commissioning.
 - b. Format: The preferred Audio DSP Systems submittal is the manufacturer's DSP software configuration files. If requested, the submittal may be provided in the form of signal flow drawings.
 - c. Audio DSP Software Configuration File Submittal Format:
 - i. Provide the manufacturer's software configuration files, custom designed for each unique system type, compatible with Windows 10 or newer operating systems.
 - ii. DSP configuration files shall include custom labeling of all internal DSP device inputs and outputs provided with labeling capability. Labeling of the external hardware interface points shall match the externally connected devices as shown in the signal flow drawings.
 - iii. The Contractor shall provide one copy of the electronic files to the Owner for review.
 - iv. DSP signal flow submittals may be sized to match the AV signal flow drawings, in the form of .jpg image files (maximum 1920x1080 pixels) or .pdf files.

- d. The Contractor shall receive written response indicating approval to proceed, or changes required to the DSP submittal, within 10 business days of receipt of the submittal by the Owner.
- 2. Control System:
 - a. All control system design and programming will be done in-house by the Owner.
 - b. Contractor shall coordinate with owner for delivery, loading, and testing of code.
- d. Preliminary As-Built Drawing Submittal
 - i. Upon completion of the work, and prior to Final Testing and System Performance Verification, the Contractor shall condense the Master Set along with any Shop Drawings into a single "As Built" drawing set. Any markings or deviations, which cannot be made clear on drawings, shall be accompanied by attached documentation, photos, or written addenda.
- e. Final Documentation Submittals
 - i. Within 30 calendar days following Substantial Completion, the Contractor shall prepare and submit a Final Documentation set to the Owner. The Final Documentation Submittal shall include any and all adjustments or changes made throughout the process. All documentation shall list the Project Name, Owner, and Contractor. Any documentation appended and reissued during the Warranty period shall also include this information.
 - ii. Format: All documents and drawings shall be submitted in the following format:
 - 1. Electronically in .pdf format, submitted online or via flash drives.
 - 2. Other formats may be acceptable upon prior approval by the Owner.
 - 3. All .pdf files shall be submitted at the documents' native scale. For example, a .pdf created from a drawing whose native format was standard 'E' size (42"x30") shall be created at 42"x30" (full size) to ensure that there is no loss of resolution should the file be viewed or printed later by the Owner.
 - iii. Printed submittals
 - 1. If requested, provide (2) printed copies of all documents and drawings. The documentation shall be bound in three ring binders with covers and spines listing the Project Name, Owner, and Contractor.
 - iv. Documentation: The Final Documentation Submittal shall include:
 - 1. As-Built Drawings: The as-built drawings must reflect all changes to the system(s) made after the original bid documentation.
 - a. The size of the as-built drawings shall be identical to the original drawings provided to Contractor.
 - b. As-Built drawings shall conform to all of the requirements listed under "Submittals/Shop Drawings" listed above.
 - c. Any markings or deviations, which cannot be made clear on drawings, shall be accompanied by attached documentation, photos, or written addenda.
 - d. The Contractor shall include any additional drawings which are necessary to properly document the as-built systems, but not included in the bid documents, including:
 - i. Rack elevations
 - ii. Custom panel details
 - iii. Patch bay layouts
 - iv. Cable pull lists
 - 2. A schedule of IP and MAC Addresses for all Ethernet enabled AV devices, organized by room name and number.
 - 3. A listing of each supplied item with manufacturer, model number and serial number, organized by room name and number.
 - 4. Software:
 - a. Any software developed by the Contractor as part of this project, including the system source code, passwords, and any associated related files, and all relevant documentation and license used to compile, develop, and build, etc. the code must be provided to the Owner. The source code should be well documented in accordance with industry software engineering practices.

- b. All final code (uncompiled and compiled) shall be the sole and rightful property of the Owner upon completion of the project.
 - c. The Owner may supply the Contractor or allow the Contractor to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by the Owner. All such intellectual property shall remain the exclusive property of UNCW and shall not be used by the Contractor for any purposes other than those associated with delivery of the systems specified herein.
- 5. Warranty Statement:
 - a. A statement on the Contractor's letterhead listing the official start and end dates for the Contractor's warranty on all equipment, materials, and labor used in the project. The start date shall correspond with the established Substantial Completion date, and the end date shall be based on the timeframe of warranty coverage purchased by the Owner as part of the contract.
- 6. Delivery and Acceptance:
 - a. If the Final Documentation Submittal is determined by the Owner to not be complete and/or inaccurate, the Owner will return the package to the Contractor with a written listing of the required modifications. Upon completion of all the required modifications, the Contractor shall resubmit the Final Documentation to the Owner for approval. The Final Documentation Submittal, and therefore the project, shall not be considered complete until all required documentation modifications have been made and approved by the Owner.

D. Final Tests

- a. System Performance Verification
 - i. Contractor shall perform systems verification testing and certification for every room and/or system covered under this Scope of Work as per AVIXA Performance Verification standard 10:2013.
 - ii. All control system, DSP and device programming shall be completed and in working order prior to the System Performance Verification.
 - iii. A physical inventory shall be taken of all equipment on site and justified against the Contractor's Bill of Materials submittal and the original Bidding Equipment Lists.
 - iv. The Owner shall require tests completed by the Contractor which demonstrate the operation of all system components and to determine that the systems meet the criteria as outlined in 'Performance Standards'.
 - 1. Contractor shall have tools available on the day of the System Performance Verification for system inspection and adjustments.
 - 2. Contractor shall coordinate with Owner so that all spaces are unlocked and available for inspection.
 - 3. Preliminary As-Built documentation shall be available for reference and inspection.
 - v. Owner reserves the right to designate a representative who shall participate in the Verification process.
 - vi. Punch List Report and Correction
 - 1. Following the completion of the Systems Performance Verification, the Owner will issue a punch list report to the Contractor, identifying omissions, adjustments, and corrections to the work necessary to meet the requirements of the Specification.
 - 2. The Contractor shall correct all punch list items resulting in fully functional systems that meet all requirements of the Specification and can be utilized by the Owner as intended.

E. SUBSTANTIAL COMPLETION

- a. The project shall be deemed substantially complete by the Owner at the stage in the progress of the work where the systems are sufficiently complete in accordance with the Specification so that the Owner can utilize the systems for their intended use.

F. TRAINING

- a. The Contractor shall provide a total of no more than 3 hours of on-site training for the Owner's staff at a time that is mutually agreeable for the Owner and Contractor.
- b. Training shall encompass the general configuration of the systems, basic functionality, correct operating procedures, routine maintenance, and upkeep.
- c. The Owner shall be permitted to video record the Contractor-provided training sessions for the future use of training faculty and staff.

G. FINAL ACCEPTANCE

- a. Final Acceptance shall be granted by the Owner based on the successful completion of the following activities:
 - i. All items required to obtain Substantial Completion have been achieved.
 - ii. Any punch list corrections not required to obtain Substantial Completion have been completed by the Contractor and accepted by the Owner.
 - iii. The Contractor's Final Documentation Submittals have been reviewed by the Owner and deemed to be complete, and have been delivered to the Owner.
 - iv. The Contractor has provided all required training for the Owner as defined herein.
 - v. Any remaining items required by the Specification, but not listed above, have been completed by the Contractor.

5.3 INSTALLATION PRACTICES

A General

- a. All equipment shall be installed in accordance with this Specification, approved Shop Drawings, and manufacturer's recommendations.
- b. All equipment except for portable equipment shall be firmly fastened or attached in place. A safety factor of at least four shall be utilized for all brackets, fasteners and attachments.
- c. All equipment mounted overhead shall be secured and safetied as per manufacturer specifications, industry standards and best practices, and all relevant Code.
- d. In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall aesthetic factors.
- e. The Contractor shall ensure that all equipment is installed such that proper cooling and ventilation is provided.
- f. All equipment shall be installed in a manner which prevents hum, RF/EMI/EMF interference, and mechanical vibration based noises (e.g. fan mounts, etc.).
- g. Projectors, lenses, and mirrors shall be solidly mounted and braced so that there will be no observable movement in the image induced by motor vibration or other mechanical operations.
- h. All equipment that includes keyed locks shall be keyed alike, per equipment category. This includes, but is not limited to equipment racks, lecterns, other technical furniture, security mechanisms, etc. The Contractor shall coordinate with the Owner on keying preferences before ordering equipment.

B Equipment Racks and Equipment Rack Cable Management

- a. Racks shall be installed in such a way as to permit access to all equipment for service.
- b. All equipment in racks shall be fitted with vent panels and/or fans as required to provide ventilation and cooling according to equipment manufacturer's recommendations.
- c. Unused front facing rack spaces shall be fitted with blank rack panels.
- d. As a general practice, all power cables, control cables, and high-level cables shall be dressed to the left rear of an equipment rack. Audio and video cables shall be dressed to the right rear of the rack. Audio, video and control cables shall be bundled separately and spaced not less than three (3) inches apart.

- e. Internal equipment rack cabling shall be supported by lacing strips, support brackets, or other cable management systems as required to ensure that all cabling is supported in both the vertical and horizontal planes within the rack.
- f. All cable bundling and horizontal mounting shall utilize Velcro.
- g. Except for ganged equipment rack assemblies, cabling routed between equipment racks or pieces of equipment exterior to equipment racks, or extending to the greater facility cabling infrastructure, shall be completely protected, end-to-end, by a raceway, wire-way, or duct appropriately sized for the cable run.
- h. Cabling between rolling pieces of equipment not housed in rack cabinets or a rolling equipment rack and any device to which it is connected, shall be protected by a split-loom tubing wrap or other such flexible cable management system appropriately sized for the cable run.
- i. Any controls not to be adjusted by the user and accessible from the front of the equipment rack must have said controls locked out or covered with security panels.

C Video Displays

- a. All permanently mounted projectors shall be installed with the center line of the projector perpendicular to the projection screen as much as possible. All projected images shall be squarely converged to the projection screen, utilizing Lens Shift if necessary. Keystone or geometric correction shall not be employed without the written consent of the Owner.
- b. Configure all eco, green or energy saving modes on all flat panel and projector displays where displays are to be controlled by an external control system to Owner specifications prior to Substantial Completion.
- c. Video settings should be adjusted on all flat panel displays to optimize color and contrast. Settings should be identical between multiple displays within the same room, area, or room type. Any dynamic contrast modes within flat panel displays shall be disabled.

D Video Cameras

- a. Configure all video cameras with proper output resolution, network settings, physical positioning and white balancing. White balancing of cameras shall occur after the camera is installed, the room finishing is complete with the room lighting and shades properly set.
- b. Program presets for all PTZ cameras in accordance with UNCW standards.

E Cabling

- a. All cabling and termination shall be executed in adherence to standard industry practices. All category cable that is pulled must subscribe to UNCW standards as delineated in Networking and Telecommunications Standards documentation.
- b. Cable Installation
 - i. Non-contiguous cable support mechanisms such as hangers, rings, and hooks shall not be spaced farther than four (4) feet apart.
 - ii. Cable runs shall be supported with devices designed for this purpose and are to be installed independent of any other structural component.
 - iii. Cables routed vertically up walls, or between floors as vertical riser, shall be supported with clamps or other mechanisms. These supports shall occur at least three times per floor.
 - iv. The Contractor shall maintain, or where not already existing, provide through penetration fire stop systems to prevent the spread of fire through openings made in fire-rated walls or floors to accommodate penetrating items such as conduit, cables or other pathway. Fire stop shall restore floor and wall to the original fire rated integrity. The fire stop systems and products shall have been tested in accordance with the procedures of U.L. and material shall be U.L. classified as materials for use in through-penetration fire stops.
 - v. The fire stop system shall comply with the NEC and with NFPA 101-Life Safety Code (latest edition) and shall be made available for inspection by the local inspection authorities prior to cable system acceptance. The Contractor shall be responsible for verifying the fire rating of all walls and floors affected by his/her work.

- vi. Cable pulling tension may not exceed manufacturer recommendations. Where lubricant is used, it must be compatible (non-damaging) with the conduit and cable sleeve materials and must not harden over time to prevent future pulls.
- vii. Cable stapling of any recognized media type shall not be permitted.
- viii. Cables shall be dressed in conveniently sized bundles and either laced or banded. Lacing or banding shall not be so tight as to deform cable bundles.
- ix. Cabling installed with a bend radius less than that recommended by the cabling manufacturer is not acceptable.
- x. Cables and bundles terminating at equipment or connector panels shall be supported so as not to put strain on connections or connectors.
- xi. All cables shall be cut to the length dictated by the run. No splices shall be permitted in any pull boxes without prior approval of the Owner.
- xii. Cabling for equipment mounted in drawers or on slides shall be provided with a service loop of appropriate length so as to prevent the service loop travel from interfering with the operation of the drawer or slide or snagging on adjacent cabling.
- xiii. All cable bundling and horizontal mounting shall utilize Velcro. Cable/Zip Ties are only acceptable with written permission from the Owner ahead of installation.

F Termination

- a. All termination components must meet or exceed all specifications for given media type and application as described in this document and system drawings.
- b. All mechanical solder-on connectors shall be attached to cable ends using rosin core solder.
- c. Audio signal cable shields shall be protected with the appropriate gauge Teflon or heat-shrinkable tubing. The jacket end of each audio cable shall be fitted with the appropriate gauge heat shrinkable tubing to provide additional protection to the base of the shield or shield foil. This also applies to the inside of mechanical connectors and cables that terminate at partitioned barrier strips.

G Category Cabling and Connectors for AV Systems

- a. All category cabling installed by the Contractor to support AV Systems connectivity shall meet the equipment manufacturer's specifications for cable and connector types, installation methods and routing, separation distance from adjacent services, maximum number of disconnect points and maximum overall cable run lengths required to meet the systems design performance criteria.
- b. All category cable must subscribe to UNCW standards as delineated in Networking and Telecommunications Standards documentation.

H Labels / Wire Markers

- a. For cable labeling, coordinate with Owner for required label nomenclature.
- b. Except where otherwise indicated, all rack-mounted equipment, switches, controls, and interface panels shall be clearly labeled.
 - i. All cables shall be permanently identified at each end by machine printed cable markers.
 - 1. Every cable shall have a unique tag number identifier for each cable. The Contractor shall include this unique tag number on the As-Built signal flow documentation.
 - 2. Cable markers shall be placed two (2) inches from where the cable exits the strain relief of the connector, but never within a cable bundle.
 - 3. Each cable marker shall include, in addition to the unique tag number identifier, the name of the origination and destination equipment termination at each cable, including port number.

SYSTEM SETUP, TUNING AND TESTING

- A The Contractor shall install, configure, adjust, program, and calibrate all components to optimize the performance of all individual subsystems and the system as a whole.
- B The Contractor shall submit to the Owner the results of the System Performance Verification.
- C The Contractor and Owner shall coordinate a walk through for Final Acceptance, with both parties represented.

OFE EQUIPMENT SCHEDULE

Room 201 – Active Learning

1	Biamp	TesiraFORTE DAN CI	Tesira	DSP
1	Chief	K1D220BXRH	Low-Profile Dual Monitor Arms	Monitor Arms
2	Chief	MTM1U	Display Mount	For 55" Display
1	Chief	LTM1U	Chief Display Mounts	TV Mounts
1	Chief	RPMAUW	Projector Mounts	
1	Chief	CMS006W	6" Fixed Extension Pole	Projector Drop Pole
1	Da Lite	40932	White No. 6 Screen Mounting Brackets	Screen Mounting Brackets
1	Draper	206084	Luma 2 16:9 Manual Screens	Projector Screens
1	Extron	60-1382-93	DTP CrossPoint 86 4K IPCP Q MA 70	Matrix Switcher
1	Extron	60-1565-02	TLP Pro 1025T	Touch Panel
7	Extron	60-1271-12	DTP HDMI 4K 230 Tx	HDMI/CAT6 Tx
3	Extron	60-1271-13	DTP HDMI 4K 230 Rx	HDMI/CAT6 Rx
2	Extron	42-141-03	Flatfield Speakers	Speakers
1	Extron	70-739-13	PMK 155	Pole Mount Kit
1	Extron	60-1954-01	PS 125	Power Supply
2	Extron	60-190-10	RSU 126	Extron Rack Shelf
1	LG	LG 65UR340C9UD	LG 65" Displays	Displays
2	Mersive	EDU-2300-CORE	Solstice Pod	BYOD - Display
1	Middle Atlantic	RLNK-915R	Racklink 9-circuit Power Supply	Rack Power
1	Peerless	CMJ453	Ceiling plate	Ceiling plate
1	Sennheiser	SEEMXSW1DUHL	Sennheiser Dual Receiver/Mic combo	Mic Receiver/handheld/lav combo
1	Shure	MXA920W-S	MXA 920	Ceiling Mic
2	Sony	FW-55EZ20L	55" Display	Display
1	Sony	VPL-FHZ61	Projector	Projector
1	Spectrum	55418 CHCHBS1100000R3D00	Honors Lectern	Lectern, 12 RU
2	Vaddio	999-99600-100W	Roboshot 12E HDBT OneLink System	Camera
1	Vaddio	999-8250-000	AV Bridge 2x1	AV Bridge
1	Wacom	DTH-2452	Touch-enabled Monitor	Interactive Monitor

1	Dell	Precision 3460 SFF	Lectern PC	ADD DVD Drive
1	Dell	P2222H	23" Monitors	Monitors

Room 201A – Lounge

2	Chief	MTM1U	Display Mount	For 55" Display
2	Mersive	EDU-2300-CORE	Solstice Pod	BYOD - Display
2	Sony	FW-55EZ20L	55" Display	Display

Room 202 – Honors Distance Education

1	Biamp	TesiraFORTE DAN CI	Tesira	DSP
1	Chief	KXD220B	KX Low-Profile Dual Monitor Arms	Monitor Arms
2	Chief	LTM1U	Chief Display Mounts	TV Mounts
2	Chief	CMS440P2	Lay in Projector Tiles	
2	Chief	RPM AUW	Projector Mounts	
2	Chief	CMS006W	6" Fixed Extension Pole	Projector Drop Pole
2	Da Lite	40932	White No. 6 Screen Mounting Brackets	Screen Mounting Brackets
2	Draper	206084	Luma 2 16:9 Manual Screens	Projector Screens
1	Extron	60-1368-13	DTP CrossPoint 84 IPCP MA 70	Switcher/Scaler
1	Extron	60-1562-02	TLP Pro 725T	Touchpanel
6	Extron	60-1271-12	DTP 4K HDMI TX	
6	Extron	60-1271-13	DTP 4K HDMI RX	
2	Extron	42-141-03	Flatfield Speakers	Speakers
1	Extron	60-1954-01	PS 125	Power Supply
2	Extron	60-190-10	RSU 126	Extron Rack Shelf
2	LG	LG 65UR340C9UD	LG 65" Displays	Displays
1	Middle Atlantic	RLNK-915R	Racklink 9-circuit Power Supply	Rack Power
1	Peerless	CMJ453	Ceiling plate	Ceiling plate
1	Sennheiser	SEEMXSW1DUHL	Sennheiser Dual Receiver/Mic combo	Mic Receiver/handheld/lav combo
1	Shure	MXA920W-S	MXA 920	Ceiling Mic
2	Sony	VPL-FHZ61	Projector	Projector (2)
1	Spectrum	55178-CHCHBS1D401B0	Freedom XRS Elite	Lectern, 14 RU
3	Vaddio	999-99600-100W	Roboshot 12E HDBT	Camera
1	Vaddio	999-5660-500	AV Bridge MatrixMIX System	MatrixMix/Joystick
1	Wacom	DTH-2452	Touch-enabled Monitor	Interactive Monitor

1	Dell	Precision 3460 SFF	Lectern PC	ADD DVD Drive
1	Dell	P2222H	23" Monitors	Monitors

Room 203 – Control Room

2	Chief	KXC420B	KX Low-Profile Quad Monitor Arms	Quad Monitor Arms
1	Chief	KXC220B	KX Low-Profile Dual Monitor Arm	Dual Monitor Arm
1	Extron	60-1381-93	DTP CrossPoint 108 4K IPCP Q MA 70	Matrix Switcher
2	Extron	60-1790-02	TLP Pro 1525TG	Touch Panel
3	Extron	60-1271-13	DTP HDMI 4K 230 Rx	HDMI/CAT6 Rx
1	Extron	60-190-10	RSU 126	Extron Rack Shelf
4	Jabra	6599-839-409	Jabra Evolve Headset	Headset/Mic
1	Logitech	960-001105	Logitech Brio	Webcam

3	Logitech	920-009782	Logitech Wireless Keyboard/Mouse Combo	Keyboard/Mouse
3	Middle Atlantic	MDV-R12	12 RU Side Rack	PC and storage rack
3	Middle Atlantic	MDV -DSK	2 Rack Bay Straight Desk MDV Series	Desk
3	Middle Atlantic	CHAIR-TSK1-B	Basic Task Chair	Chairs
3	Middle Atlantic	TD3	3 RU Rackmount Drawer	Rack Drawer
5	Middle Atlantic	U2	2RU Utility Shelf	PC Rack Shelf
2	Vaddio	999-5750-000	PCC Premier	Camera Controller

5	Dell	Precision 3460 SFF	PC's	PC's
10	Dell	P2222H	22" Monitors	Monitors

Room 206 – Conference Room

1	Chief	XTM1U	Display Mount	For 85" Display
2	Logitech	952-000123	Mic Pod Pendant Mount	For Rally Plus Mics
1	Logitech	960-001398	Rally Plus with white Micpod	Mic/camera/speakers for Tier 3
1	Logitech	939-001644	Rally Mounting Kit	Mounting Kit for Rally Plus
1	Mersive	SP-8100-E3	Solstice Pod	BYOD - Display
1	Sony	FW-85EZ20L	Display	85" Display

1	Dell	TBD	Micro Form Factor PC	Ordered from Dell
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Room 209 D, E, F – Hallways

2	Chief	MTM1U	Display Mount	Digital Signage
5	Extron	60-1563-102	TLS 725M	Occupancy signs
2	ONELAN	UNCW OneLan NTB-4K-10-S/SUPP	Media Player	Digital Signage
2	Sony	FW-55EZ20L	55" Display	Digital Signage

Room 210 – 2 + 2 Lab

2	Chief	XTM1U	Display Mount	For 75" Display
1	Extron	60-1607-01	DA2 HD 4K PLUS	HDMI Splitter
1	Extron	60-1271-12	DTP HDMI 4K 230 Tx	HDMI/CAT6 Tx
1	Extron	60-1271-13	DTP HDMI 4K 230 Rx	HDMI/CAT6 Rx
1	Mersive	EDU-2300-CORE	Solstice Pod	BYOD - Display
2	Sony	FW-75EZ20L	Display	75" Display

Room 212 – 2 + 2 Distance Education

1	Biamp	TesiraFORTE DAN CI	Tesira	DSP
1	Chief	KXD220B	KX Low-Profile Dual Monitor Arms	Monitor Arms
2	Chief	RPMAUW	Projector Mounts	
2	Chief	CMS006W	6" Fixed Extension Pole	6" drop pole
2	Chief	LTM1U	Chief Display Mounts	TV Mounts
2	Chief	CMS440P2	Lay in Projector Tiles	
2	Da Lite	40932	White No. 6 Mounting Brackets	Screen Mounting Brackets
2	Draper	206084	Luma 2 16:9 Manual Screens	Projector Screens
1	Extron	60-1368-13	DTP CrossPoint 84 IPCP MA 70	Switcher/Scaler
1	Extron	60-1562-02	TLP Pro 725T	Touchpanel
6	Extron	60-1271-12	DTP 4K HDMI TX	
6	Extron	60-1271-13	DTP 4K HDMI RX	
2	Extron	42-141-03	Flatfield Speakers	Speakers
1	Extron	60-1954-01	PS 125	Power Supply
2	Extron	60-190-10	RSU 126	Extron Rack Shelf
2	LG	LG 65UR340C9UD	LG 65" Displays	Displays
1	Middle Atlantic	RLNK-915R	Racklink 9-circuit Power Supply	Rack Power
1	Peerless	CMJ453	Ceiling plate	Ceiling plate
1	Sennheiser	SEEMXSW1DUHL	Sennheiser Dual Receiver/Mic combo	Mic Receiver/handheld/lav combo
1	Shure	MXA920W-S	MXA 920	Ceiling Mic
2	Sony	VPL-FHZ61	Projector	Projector (2)
1	Spectrum	55178-CHCHBS1D401B0	Freedom XRS Elite	Lectern, 14 RU
3	Vaddio	999-99600-100W	Roboshot 12E HDBT OneLink HDMI System	Camera
1	Vaddio	999-5600-000	AV Bridge MatrixMIX	MatrixMix
1	Wacom	DTH-2452	Touch-enabled Monitor	Interactive Monitor

1	Dell	Precision 3460 SFF	Lectern PC	ADD DVD Drive
1	Dell	P2222H	22" Monitors	Monitors

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6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.2 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.

6.3 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.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH APPLICABLE ATTACHMENT

ATTACHMENT A: PRICING***

Complete and return the Pricing associated with this IFB, in this section here*:

\$ _____ NOT TO EXCEED Project cost

Date with which your firm can complete installation _____ (vendor to enter a date).

*Note that if the vendor would also like to include a separate cost attachment, to note that here in this section, although still providing a NOT TO EXCEED Project cost amount in this ATTACHMENT A.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION***

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

ATTACHMENT E: CUSTOMER REFERENCE FORM***

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR***

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION***

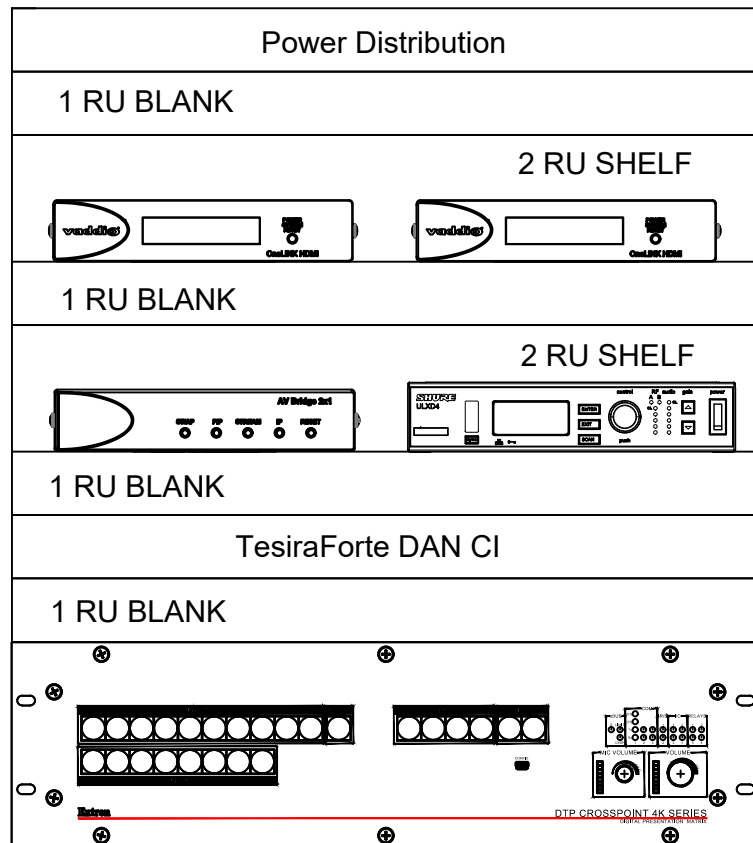
Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

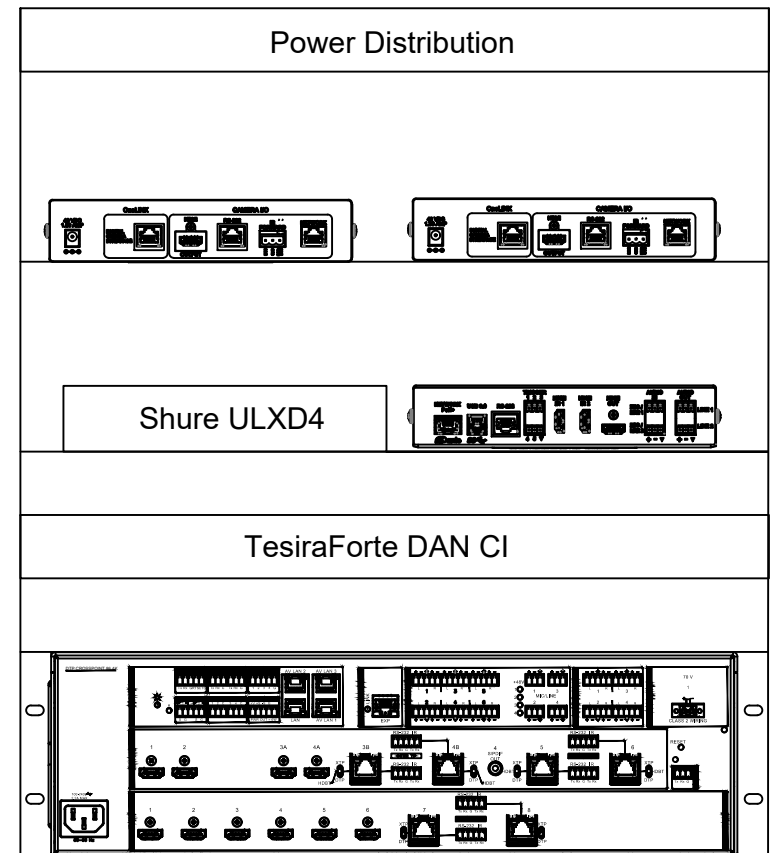
ATTACHMENTS H: DRAWINGS AND SCHEMATICS

Six (6) documents of drawings/schematics for reference: King 201 Rack Elevation, King 201 Signal Flow, King Conf Rooms Signal Flow, King Hall Control Room, King Hall 2+2 Tier 3 Distance Education classroom, and King Hall Honors Tier 4 Distance Education classroom

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

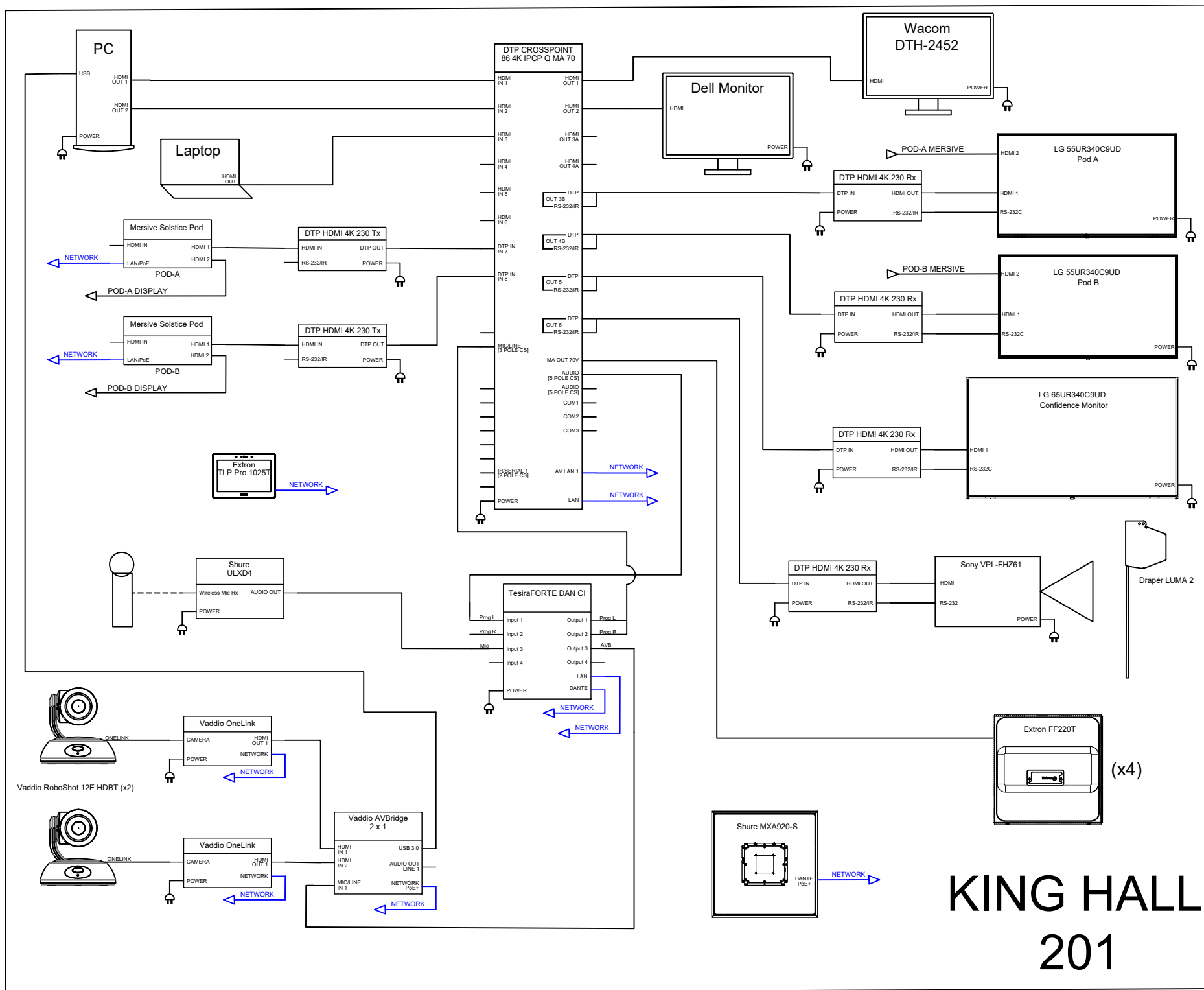


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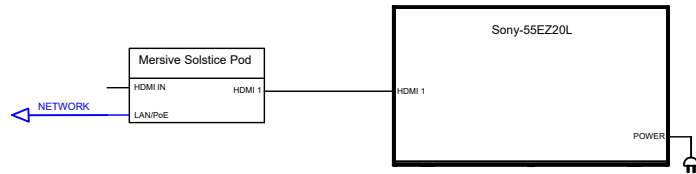
REAR

KING HALL
201

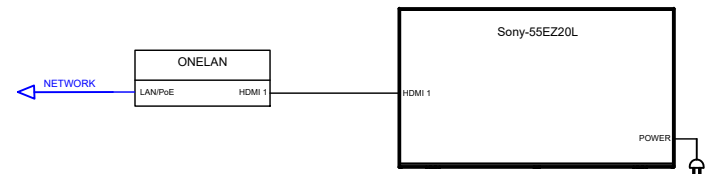


KING HALL

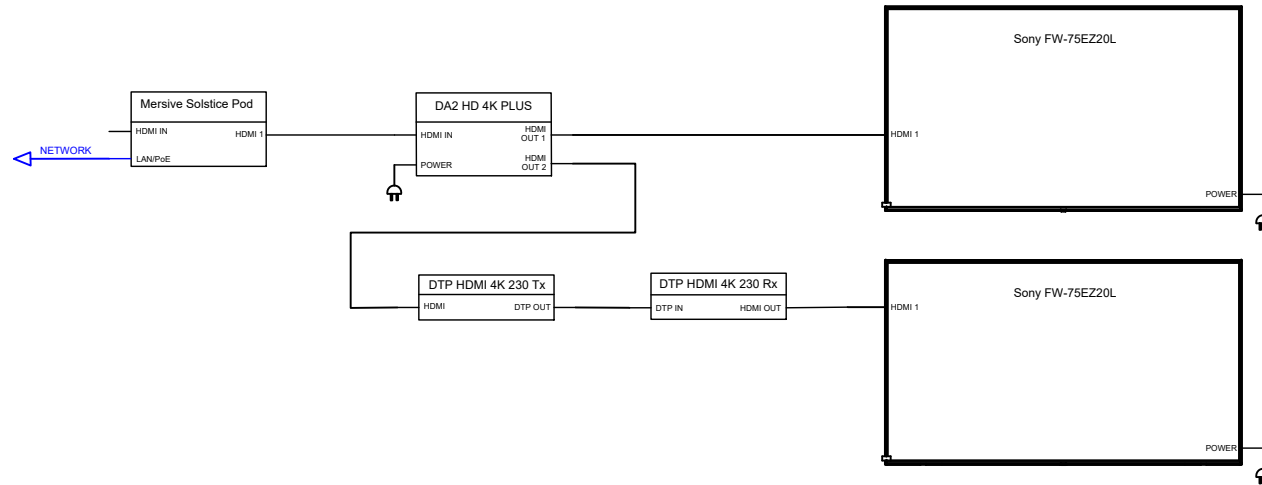
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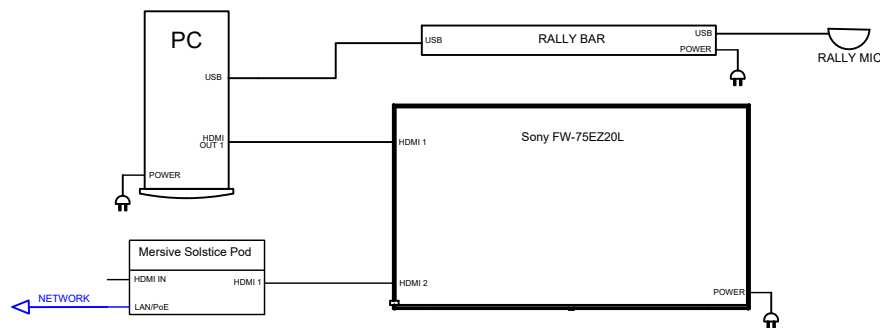
209D, E, F

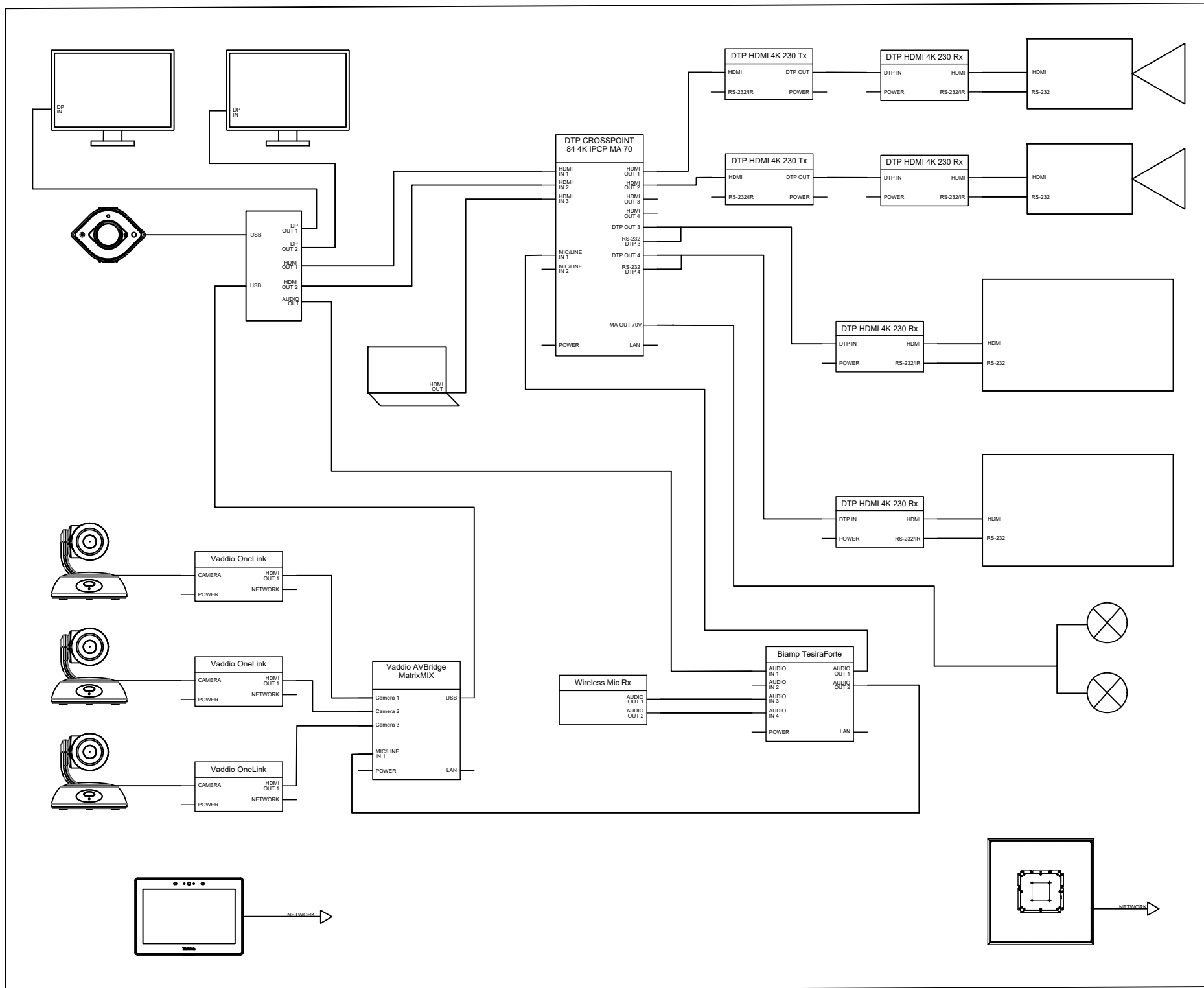


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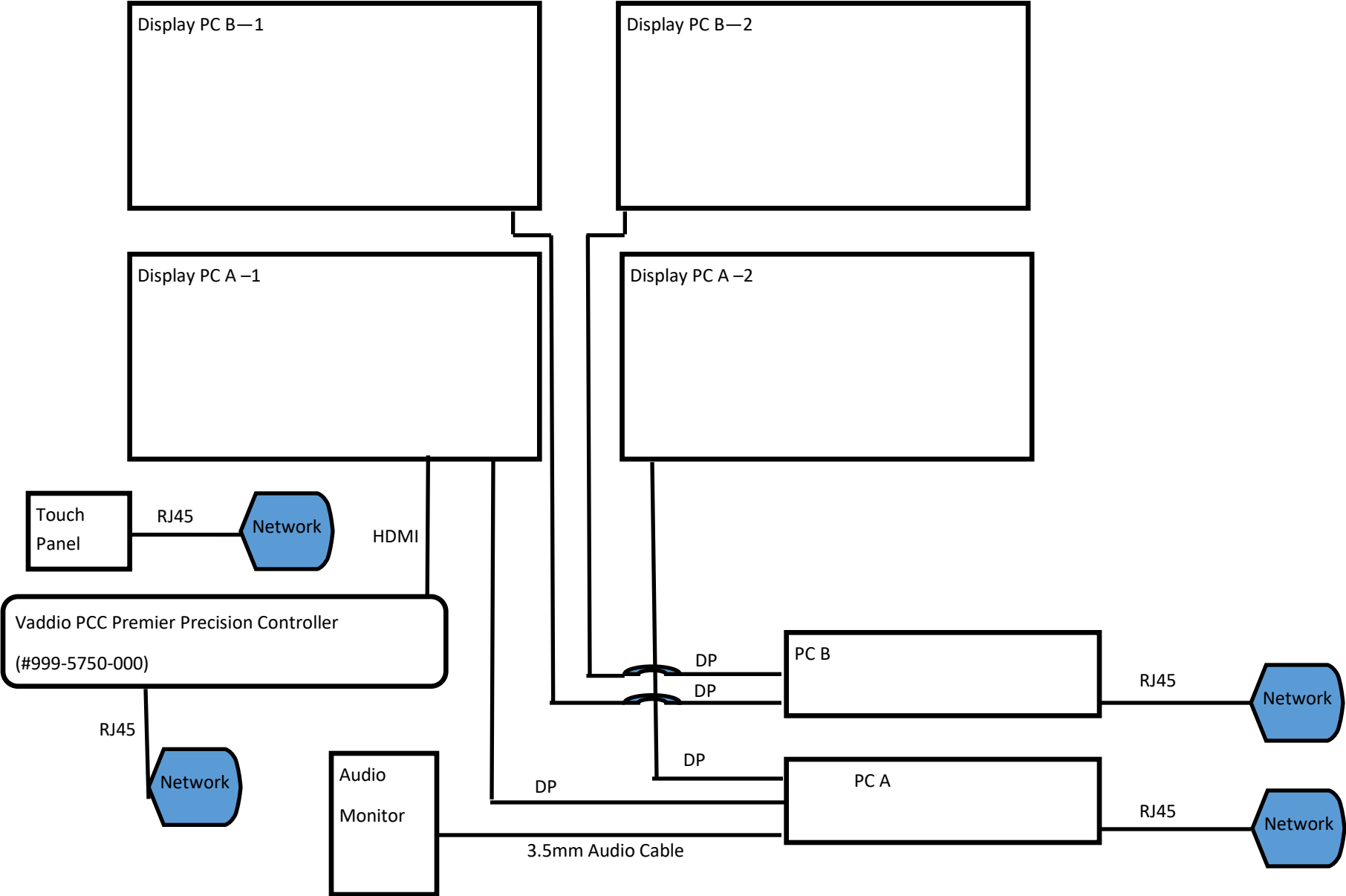


206





King Hall Control Room Tech Station #1



King Hall Control Room Tech Station #2

