



STATE OF NORTH CAROLINA

North Carolina A&T State University

Request for Quote #: 59-Q6785

Paul Robeson Audio, Lighting and Video Furnish and Installation Project

Date Issued: 8/15/2024

Quote Due Date: 9/4/2024

At 3:00 p.m. ET

Direct all inquiries concerning this RFQ to:

Martinique "Nikki" Williams

Director of Procurement Services

Email: mcwilli2@ncat.edu



STATE OF NORTH CAROLINA

Request for Quote

59-Q6785

For internal State agency processing, including tabulation of Quotes, 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 Quote.
Failure to do so shall be sufficient cause to reject your Quote.**

Vendor Name

Vendor eVP #

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
North Carolina A&T State University

Refer <u>ALL</u> Inquiries regarding this RFQ to: Martinique “Nikki” Williams mcwilli2@ncat.edu	Request for Quote # 59-Q6785
	Quotes will be opened: Wednesday, September 4, 2024 at 3:00 p.m. Commodity No. and Description: Audio, Lighting and Video Equipment and Installation

EXECUTION

In compliance with this Request for Quote (RFQ), 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 Quote, at the prices set opposite each item within the time specified herein.

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

- this Quote is submitted competitively and without collusion (G.S. 143-54),
- that 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 Quote, 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 RFQ, 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 Contract; 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 Quote response to the RFQ, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor’s organization.

By executing this Quote, 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 quote prior to submittal may render quote invalid and it MAY BE REJECTED. Late quotes cannot 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:	E-MAIL:

Quote Number: **59-Q6785**

Vendor: _____

VALIDITY PERIOD

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

QUOTE ACCEPTANCE

If your quote is accepted, all provisions of this RFQ, 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 _____, as indicated

on the attached certification, by _____

(Authorized Representative of North Carolina A&T State University)

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1.0 PURPOSE AND BACKGROUND

In the heart of the North Carolina A&T State University ("University") campus lies the historic Paul Robeson Theatre. It is named for the famed African American actor, singer, athlete, political activist and giant in the Harlem Renaissance, the facility is home to the nationally award-winning Richard B. Harrison Players of North Carolina A&T.

For generations, University students and faculty have staged critically acclaimed theatrical works in the Robeson Theatre. It has also served as the launching pad for many theater majors to go on to careers on Broadway and in touring productions of acclaimed stage plays across America and around the world. It is a major reason that N.C. A&T State University Theatre Arts Program has been ranked by Black Broadway as one of the top five programs nationally for African American students.

North Carolina A&T State University seeks bids for the complete upgrade of audio, lighting, and video systems in the following areas Theatre, Acting Studio and Lobby of Paul Robeson Theatre. This project is to modernize the theatre's technological capabilities, enhancing performance quality and operational efficiency. This bid request specifies that no equipment substitutions be made and that all systems must be complete and operational after installation.

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

Our objectives:

- Upgrade the theatre's audio system to a digital set-up with stage inputs and a production team communication system.
- Implement a video system capable of streaming and recording performances.
- Modernize the lighting system with energy-efficient LED fixtures, increasing the number and flexibility of lighting fixtures.
- Update the lobby display system for 24/7 operation, capable of remote content update from the existing network from designated users.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFQ 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 RFQ and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If Vendors have questions or issues, or exceptions regarding any component within this RFQ, those must be submitted as questions in accordance with the instructions in the QUOTE 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 RFQ 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 this process or 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 quote. This applies to any language appearing in or attached to the document as part of the Vendor's quote that purports to vary any terms and conditions or

Vendors' instructions herein or to render the quote non-binding or subject to further negotiation. Vendor's quote 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 RFQ 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 through 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 quote as nonresponsive.

2.4 RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	University	Wednesday, August 14, 2024
Hold Pre-Bid Conference/Site Visit	University	Monday, August 26, 2024 at 10:00 a.m. ET
Submit Written Questions	Vendor	Wednesday, August 28, 2024 by 12:00 p.m. ET
Provide Responses to Questions	University	Friday, August 30, 2024 by 5:00 p.m. ET
Submit Quotes	Vendor	Wednesday, September 4, 2024 by 3:00 p.m. ET
Contract Award*	State	Friday, September 13, 2024 by 5:00 p.m. ET
Contract Effective Date*	State	Monday, September 23, 2024 at 8:00 a.m. ET

*University reserves the right to change event date as require.

2.5 SITE VISIT

Mandatory Site Visit

Date: Monday, August 26, 2024
 Time: 10:00 a.m. Eastern Time
 Location: Paul Robeson Theatre Lobby - On the Campus of North Carolina A&T State University
 1601 E Market Street
 Greensboro, NC 27411
 Contact #: 336-334-7555 – Procurement Services Office

Instructions: It shall be **MANDATORY** that each Vendor representative be present for the site visit. Attendees must meet promptly. All attendees **must** sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT NOR SHALL THEIR QUOTE BE CONSIDERED.** Once the sign-in process is complete, all other people wishing to attend may do so to the extent that space and circumstances allow.

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

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 RFQ, must be confirmed by written addendum before it can be considered to be a part of this RFQ and any resulting contract.

2.6 QUESTIONS ABOUT QUOTE

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best quote possible. To accommodate the Quote Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFQ SCHEDULE Section above.

Written questions shall be submitted through Bonfire by the date and time specified above. Question submittals will include a reference to the applicable RFQ section and be submitted in a format shown below:

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

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 RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an addendum to this RFQ.

2.7 QUOTE SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its quote has been received as described in this RFQ by the specified time and date of opening.

All proposal responses shall be submitted electronically at Bonfire using the link below. WE WILL NOT ACCEPT PAPER RESPONSES.

<https://ncat.bonfirehub.com/portal/?tab=openOpportunities>

- For Technical Information Contact: Bonfire Support by 1-800-354-8010 Ext. 2 Support by phone and email is available Monday – Friday from 8:00 AM – 8:00 PM ET.
- Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.
- Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State's IPS website for any Addenda that may be posted regarding this solicitation.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.8 QUOTE CONTENTS

Vendors shall populate all attachments of this RFQ 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 quote, in the State's sole discretion

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

- a) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the RFQ in its entirety, including all links, and all Addenda released in conjunction with the RFQ; (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 Quote Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFQ.
- d) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- e) Vendor 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
- k) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- l) Completed and signed version of ATTACHMENT I: PROJECT TIMELINE
- m) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

3.0 METHOD OF AWARD AND QUOTE 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 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 herein such as but not limited to past performance, references, and financial documents.

While the intent of this RFQ is to award a Contract(s) to a single Vendor for all line items, 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 RFQ in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFQ 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 quote to this RFQ, 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 quote 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 RFQ or inquiries directed to the purchaser named in this RFQ regarding requirements of the RFQ (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 QUOTE EVALUATION PROCESS

- a) Quotes are requested for the items as specified. The State reserves the right to reject any quote on the basis of fit, form and/or function, as well as cost.
- b) The State shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.
- c) For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
- d) Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for quote, not a request or an offer 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.

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 RFQ, 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 RFQ 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 quotes 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 RFQ. Except as specifically stated in the RFQ, 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 quote in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a quote, 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 RFQ. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better quote, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Quote Questions Section above.

- The vendor awarded this contract shall be responsible for furnishing and installing all audio, video, and lighting systems internally.
- The vendor must be able to provide a single point project manager for the project.
- Must be able to complete installation in 17 days starting on 12/13/2024 – 12/20/2024 and 1/2/2025 – 1/17/2025.
- Must provide hands-on training during one theatre production that includes on technical for sound, one technician for video and one technician for lighting. Each area can be done over multiple events.
- Must provide and additional eight hours of training in each area (audio, video, lighting) for university staff and students. Request to allow the theatre to use this training at its discretion within one calendar year from the date of equipment installation. Training shall consist of a minimum of one hour per session per area.
- The vendor must clean areas of all debris, boxes and material and remove from the university daily. The vendor cannot use the University trash receptacles for debris or trash.
- Provide 48-hour service call response time the first year.

4.1 PRICING

Quote price shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Complete **ATTACHMENT A: PRICING FORM** and include in Vendor’s response, and complete the Price Sheet in Bon Fire.

4.2 PRODUCT IDENTIFICATION

BRAND SPECIFIC

Manufacturer(s) name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a quote from further consideration.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total quote price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 DELIVERY AND INSTALLATION

The Vendor shall deliver Free-On-Board (FOB) Destination.

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

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

4.6 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this RFQ. **The Vendor shall provide a signed statement from the manufacturer confirming authorization with its quote response. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.**

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No Attached Manufacturer's Authority: ☐ Yes ☐ No

4.7 WARRANTY

Vendor warrants that all equipment furnished under this RFQ will be newly manufactured, of good material and workmanship. **The warranty will apply from date equipment is put into operation for a minimum period of twenty-four (24) months or the length of the manufacturer's warranty, whichever is longer.** Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

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

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

Will the Vendor provide warranty service? ☐ YES ☐ NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.8 SERVICE CALLS

The vendor, or its third-party service provider, shall respond to a service call within forty-eight (48) hours of the University's initial call. Except as specifically provided for elsewhere herein, coverage shall be at least for 8:00 am ET to 5:00 pm ET, Monday through Friday, except State recognized holidays.

4.9 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 RFQ 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.

4.10 REFERENCES

Vendors shall provide at least three (3) references, using **ATTACHMENT E: CUSTOMER REFERENCE FORM**, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained *may* be considered in the evaluation of the quote.

4.11 VENDOR'S REPRESENTATIONS

If the quote 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.

4.12 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 the **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and 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.

4.13 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☐ Contract value in excess of \$1,000,000.00

4.14 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS** and the **OMB STANDARD FORM LLL** when responding to this solicitation.

5.0 PRODUCT SPECIFICATIONS

5.1 EQUIPMENT SPECIFICATIONS and SCOPE OF WORK

The specific items and any specifications that the University is seeking are listed below. In addition, the scope of work expected is included below.

5.1.1 - EQUIPMENT

VENDOR'S RESPONSE

Item #	Specifications – Theatre Equipment	Product/Service Offered Is as Required	Leadtime Meets Installation Requirement
1	Electro-Voice, #EVA-2082S/1220-BLK, Speaker, Left/Right	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Electro-Voice, #EVA-EG2-BLK, Extended Grid	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Electro-Voice, #EVA-2151D-BLK, Dual 15" Woofer	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Electro-Voice, #EVC-1082-00-Front Fills (front of the stage), 8" speaker 100x100	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Dynacord, #3C3600FDI-US DSP, Power Amplifier	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Electro-Voice, #EVC-1082-96B-Side Fills, 8" speaker 90x60	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Electro-Voice, #EVC-UB1-BLK, U-bracket 8"	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Electro-Voice, #TX1122FM, 12" passive floor monitor	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Allen & Heath, #SQ-7 48-channel Digital Mixer	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

10	Allen & Heath, #AH-DT 168-stage box	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Allen & Heath, #AH-M-SQ-SDANTE64,	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	Allen & Heath, #DT-164-W, Stage Box	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	Sennheiser, #EW-DX-MKE, 2 Set Dual Lavalier Microphone System	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	Sennheiser, #EW-EX-835-S, Set Dual Handheld Microphone System	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Point Source Audio, #CO-3-AT-BE, Microphone	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	RF Venue, #DISTRO9 HDR and Diversity Fin Antenna Bundle, Wireless	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	RF Venue, #DISTRO9, HDR Antenna Distribution System Tascam CD-CD-200BT	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	Sennheiser, #MKE 600, Audience Microphone	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	AKG, #PCC170 Boundary Microphone	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
20	Middle Atlantic, #PDS-620R Rackmount Power	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
21	Middle-Atlantic, S-DEC, with plate	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
22	Middle-Atlantic, PD-815R-PL, Rackmount Power	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
23	Clear-Com, #FSII-BP19-X4-O2-US, FreeSpeak II Digital Wireless Belt Pack	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
24	Clear-Com, #CLCM-RS-703, Encore 2-Channel Analog Intercom System TW Beltpack	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
25	Clear-Com, #MS-702, Two-Channel Main Station	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
26	Clear-Com, #FSII-SPL, FreeSpeak II Antenna Splitter	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
27	Clear-Com, #CC-300-X4,	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
28	Clear-Com, #FL-7,	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
29	Clear-Com, #KB-701	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
30	Apple, Ipad Pro, 11-inch iPad Pro WiFi 512GB with Standard glass - Silver	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Item #	Specifications – Video Equipment	Product/Service Offered Is as Required	Leadtime Meets Installation Requirement Completion Date
1	Datavideo, #PTC-150TL-11, HD/SD PTZ Video Camera	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Datavideo, #NVS-35, H.264 Dual Streaming Encoder	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Datavideo, #WM-1, Video Camera Wall Mount	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Datavideo, RMC-180 MARK II, Camera Control Unit	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Roland Professional AV, #V-160HD, Streaming Video Switcher	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Dell, OptiPlex All-in-One Plus 7420, 65W CPU, Touch, 5MP IR cam, GFX option, 240W Platinum, Intel® Core™ i7 14700 vPro® (33 MB cache, 20 cores, 28 threads, up to 5.3 GHz Turbo), 16 GB: 1 x 16 GB, DDR5, 512 GB SSD, Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card, Dell Pro Wireless Keyboard and Mouse - KM5221W Black - US English	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	22" Video Display (All racks, hardware, wiring, and rigging needed to complete the system.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Item #	Specifications – Lighting Equipment	Product/Service Offered Is as Required	Leadtime Meets Installation Requirement Completion Date
1	ETC, #Ion XE 20-2K Lighting Control Console with 2048 Outputs and 20 Faders	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	ETC, NOMAD Base key Education Package	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	ETC, Source Four LED Series 2 Lustr x 7 color plus lime LED Ellipsoidal with Shutter	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	ETC, ColorSource #CSCYC, LED,	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	ETC, #CSPARDB, ColorSource Deep Blue Par, Black	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	ETC, #BDS, Studio Source Four Fresnel Barn Door	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	ETC, #SELRM – 7.5 D40 Medium Round Diffuser in Frame Black	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	ETC, Cast Iron C-Clamp	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	ETC, #ERP48-FT482P, Unison Echo Relay Panel 48 Double Pole Feedthrough Panel with 48 Relay	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

10	Chauvet Intimidator Spot #375ZX 200W LED, Moving Head Spot	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Global Truss Pro Clamp, 2-inch Pro Aluminum Clamp	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	Including all racks, safety cables, hardware, wiring, and rigging needed to complete the system	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Item #	Specifications – Acting Studio Equipment	Product/Service Offered Is as Required	Leadtime Meets Installation Requirement Completion Date
1	Electro-Voice, EVC-1152-95B, Mains	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Dynacord, #C3600FDI-US DSP, Power amplifier	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Electro-Voice, #EVC-UB1-BLK, U-bracket 8"	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Allen & Heath, #AH-SQ-5, Digital Console	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Sennheiser, 3EW-D ME2/835 Set	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Sennheiser, #EW-DX 835-S, Wireless Microphone	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Point Source Audio, #C0-3-AT-BE, Microphone	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	RF Venue DISTRO9 HDR and Diversity Fin Antenna Bundle	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Sennheiser, #MZQ 600 Microphone	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	Dell, OptiPlex All-in-One Plus 7420, 65W CPU, Touch, 5MP IR cam, GFX option, 240W Platinum, Intel® Core™ i7 14700 vPro® (33 MB cache, 20 cores, 28 threads, up to 5.3 GHz Turbo), 16 GB: 1 x 16 GB, DDR5, 512 GB SSD, Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card, Dell Pro Wireless Keyboard and Mouse - KM5221W Black - US English	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	All racks, hardware, wiring, and rigging needed to complete the system.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	ETC, NORMAD Puck (Base Unit), Lighting Kit with 1,024 Outputs and RVI	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	ETC, Source Four LED Series 2 Lustr x 7 color plus lime LED Ellipsoidal with Shutter Barrel	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	ETC, #CSPARDB – ColorSource Deep Blue PAR, Black	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	ETC, BDS Studio Source Four Fresnel Barn Door	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	ETC, SELRM – 7.5 D40 Wide Round Diffuser in Frame Black	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	ETC SLERM – 7.5 D40 Wide Oval Diffuser in Frame Clack	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<i>All racks, safety cables, hardware, wiring, and rigging needed to complete the system.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
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Item #	Specifications – Lobby Equipment	Product/Service Offered Is as Required	Leadtime Meets Installation Requirement Completion Date
1	<i>AVPro Edge, #AC-MXNET-CBOX-TAA, Control Box for MXNET System with Intelligent AV Processing, 8 Poe ports and 2 SFP Ports</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	<i>AVPro Edge, AC-MXNET-1G-EWP, MXNET 1G</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	<i>AVPro Edge, #AC-MXNET-1G-DV2, MXNET 1G Evolution II Decoder</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	<i>Panasonic, #TH-75CQE1W, 75" 4K UHD 400cd/m2 LED LCD Display</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	<i>Peerless-AV ST660P, SmartMount® Universal Tilt Mount for 39" to 0" TVs</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	<i>All hardware, wiring, and rigging needed to complete the system.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

5.1.2 SCOPE OF WORK:**a) Audio System Upgrade Installation:**

- Install specified speakers, subwoofers, and amplifiers.
- Integrate digital audio mixing consoles and I/O boxes.
- Set-up wireless microphone systems and antenna systems.
- Implement communication systems for the production teams.
- Complete custom wiring, rigging and all necessary accessories as listed.
- Label and verify all new and existing wiring.
- Set-up iPad Audio Control.
- All equipment networked for desktop computers for control, configuration, and operation

b) Video System Installation

- Install video PTZ cameras and HDBaseT receiver boxes.
- Set-up video switcher and streaming encoder.
- Custom wiring and rigging hardware for video systems

c) Lighting System Enhancement Installation

- Replace existing lighting with LED fixtures.
- Install and program lighting console and related accessories.
- Install hardware and safety cables for all fixtures.
- Custom wiring and necessary rigging hardware for the lighting system.
- Use existing lighting batterns where possible.
- University will provide electrical services.

d) Lobby Display System

- Install control module and network switch.
- Install encoders and decoders for display content management.
- Install 75" 4K UHD displays with articulating mounts.
- Custom wiring and programming for continuous display operation.

5.1.3 PROJECT PLAN

Vendor must submit a timeline outlining how the project will be complete in the timeframe required.

5.2 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

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 PROJECT MANAGER and SERVICE MANAGER

The Vendor shall be required to designate and make available to the State a project manager. The project manager shall be the University's point of contact for project related issues and issues concerning performance, progress review, scheduling, and service.

Project Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the University for service/maintenance. The point of contact shall be the University's point of contact for issues related to service and maintenance of the equipment.

Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The University shall assign a person that will serve as the Project Manager. This person shall be the point of contact for the vendor for related issues and issues concerning performance, progress review, scheduling, and service of the installation.

6.4 WEEKLY STATUS REPORTS

The Vendor shall be required to provide written weekly status report on each area to the University Project Manager. This report shall include, at a minimum, information **concerning the work accomplished during the week, any problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules.** These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically.

6.5 ACCEPTANCE OF WORK

Performance of the work and 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.

- Acceptance of work products shall be based on the following criteria:
- Submission of weekly reports providing accurate progress of the project.
- Completion of installation and initial testing.
- Final testing, commissioning, providing operation instructions, and written off of the project to the University.

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.

6.6 PURCHASE ORDER and INVOICES

The University shall issue a purchase order for the vendor to furnish equipment, materials, supplies, installation, and training for the project. The vendor shall ensure that the assigned purchase order is referenced on any invoice related to this project.

Vendor shall invoice the University. The Vendor shall provide the University with an invoice(s) that includes detailed line item information to allow University to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

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

Vendor shall submit the invoice(s) using one of the methods below. Failure to submit invoices as requested may result in late payment

Email: NCAT.Invoices@trustflowds.com

Or

North Carolina A&T State University

PO Box 3986

Scranton, PA 18505

FINAL INVOICE MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS and SERVICES ACCEPTED.

6.7 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.

6.8 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this RFQ of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

6.9.1 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for **120 days** from the effective date of the Contract.

Price increase requests shall be submitted in writing to the University Project Manager, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the University and Vendor in advance of any price increase going into effect. The University is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.10 CONTRACT CHANGES

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

7.0 ATTACHMENTS

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS THE ATTACHMENTS

The rest of the page is intentionally blank

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFQ, in the table below and in the Bonfire Portal

Item #	Product Description	Qty	UOM	Vendor Part #	Unit Price	Extended Price
1	Electro-Voice, #EVA-2082S/1220-BLK, Speaker, Left/Right	4				
2	Electro-Voice, #EVA-EG2-BLK, Extended Grid	2				
3	Electro-Voice, #EVA-2151D-BLK, Dual 15" Woofer	2				
4	Electro-Voice, #EVC-1082-00-Front Fills (front of the stage), 8" speaker 100x100	2				
5	Dynacord, #3C3600FDI-US DSP, Power Amplifier	3				
6	Electro-Voice, #EVC-1082-96B-Side Fills, 8" speaker 90x60	2				
7	Electro-Voice, #EVC-UB1-BLK, U-bracket 8"	4				
8	Electro-Voice, #TX1122FM, 12" passive floor monitor	4				
9	Allen & Heath, #SQ-7 48-channel Digital Mixer	1				
10	Allen & Heath, #AH-DT 168-stage box	1				
11	Allen & Heath, #AH-M-SQ-SDANTE64,	1				
12	Allen & Heath, #DT-164-W, Stage Box	1				
13	Sennheiser, #EW-DX-MKE, 2 Set Dual Lavalier Microphone System	6				
14	Sennheiser, #EW-EX-835-S, Set Dual Handheld Microphone System	2				
15	Point Source Audio, #CO-3-AT-BE, Microphone	12				
16	RF Venue, #DISTRO9 HDR and Diversity Fin Antenna Bundle, Wireless	1				
17	RF Venue, #DISTRO9, HDR Antenna Distribution System Tascam CD-CD-200BT	1				
18	Sennheiser, #MKE 600, Audience Microphone	2				

19	AKG, #PCC170 Boundary Microphone	4				
20	Middle Atlantic, #PDS-620R Rackmount Power	1				
21	Middle-Atlantic, S-DEC, with plate	1				
22	Middle-Atlantic, PD-815R-PL, Rackmount Power	1				
23	Clear-Com, #FSII-BP19-X4-O2-US, FreeSpeak II Digital Wireless Belt Pack	1				
24	Clear-Com, #CLCM-RS-703, Encore 2-Channel Analog Intercom System TW Beltpack	6				
25	Clear-Com, #MS-702, Two-Channel Main Station	2				
26	Clear-Com, #FSII-SPL, FreeSpeak II Antenna Splitter	1				
27	Clear-Com, #CC-300-X4,	8				
28	Clear-Com, #FL-7,	2				
29	Clear-Com, #KB-701	2				
30	Apple, Ipad Pro 11-inch iPad Pro WiFi 512GB with Standard glass - Silver	1				
31	Datavideo, #PTC-150TL-11, HD/SD PTZ Video Camera	3				
32	Datavideo, #NVS-35, H.264 Dual Streaming Encoder	1				
33	Datavideo, #WM-1, Video Camera Wall Mount	3				
34	Datavideo, RMC-180 MARK II, Camera Control Unit	1				
35	Roland Professional AV, #V-160HD, Streaming Video Switcher	1				
36	Dell, OptiPlex All-in-One Plus 7420, 65W CPU, Touch, 5MP IR cam, GFX option, 240W Platinum, Intel® Core™ i7 14700 vPro® (33 MB cache, 20 cores, 28 threads, up to 5.3 GHz Turbo), 16 GB: 1 x 16 GB, DDR5, 512 GB SSD, Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card, Dell Pro Wireless Keyboard and Mouse - KM5221W Black - US English	1				
37	22" Video Display (All racks, hardware, wiring, and rigging needed to complete the system.	2				

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38	ETC, #Ion XE 20-2K Lighting Control Console with 2048 Outputs and 20 Faders	1				
39	ETC, NOMAD Base key Education Package	1				
40	ETC, Source Four LED Series 2 Lustr x 7 color plus lime LED Ellipsoidal with Shutter	30				
41	ETC, ColorSource #CSCYC, LED,	4				
42	ETC, #CSPARDB, ColorSource Deep Blue Par, Black	20				
43	ETC, #BDS, Studio Source Four Fresnel Barn Door	20				
44	ETC, #SELRM – 7.5 D40 Medium Round Diffuser in Frame Black	20				
45	ETC, Cast Iron C-Clamp	50				
46	ETC, #ERP48-FT482P, Unison Echo Relay Panel 48 Double Pole Feedthrough Panel with 48 Relay	1				
47	Chauvet Intimidator Spot #375ZX 200W LED, Moving Head Spot	6				
48	Global Truss Pro Clamp, 2-inch Pro Aluminum Clamp	6				
49	Including all racks, safety cables, hardware, wiring, and rigging needed to complete the system	1				
50	Electro-Voice, EVC-1152-95B, Mains	2				
51	Dynacord, #C3600FDI-US DSP, Power amplifier	1				
52	Electro-Voice, #EVC-UB1-BLK, U-bracket 8"	2				
53	Allen & Heath, #AH-SQ-5, Digital Console	1				
54	Sennheiser, 3EW-D ME2/835 Set	6				
55	Sennheiser, #EW-DX 835-S, Wireless Microphone	2				
56	Point Source Audio, #C0-3-AT-BE, Microphone	6				
57	RF Venue DISTRO9 HDR and Diversity Fin Antenna Bundle	1				
58	Sennheiser, #MZQ 600 Microphone	2				

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59	<i>Dell, OptiPlex All-in-One Plus 7420, 65W CPU, Touch, 5MP IR cam, GFX option, 240W Platinum, Intel® Core™ i7 14700 vPro® (33 MB cache, 20 cores, 28 threads, up to 5.3 GHz Turbo), 16 GB: 1 x 16 GB, DDR5, 512 GB SSD, Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card, Dell Pro Wireless Keyboard and Mouse - KM5221W Black - US English</i>	1				
60	<i>All racks, hardware, wiring, and rigging needed to complete the system.</i>	1				
61	<i>ETC, NORMAD Puck (Base Unit), Lighting Kit with 1,024 Outputs and RVI</i>	1				
62	<i>ETC, Source Four LED Series 2 Lustr x 7 color plus lime LED Ellipsoidal with Shutter Barrel</i>	6				
63	<i>ETC, #CSPARDB – ColorSource Deep Blue PAR, Black</i>	10				
64	<i>ETC, BDS Studio Source Four Fresnel Barn Door</i>	12				
65	<i>ETC, SELRM – 7.5 D40 Wide Round Diffuser in Frame Black</i>	6				
66	<i>ETC SLERM – 7.5 D40 Wide Oval Diffuser in Frame Clack</i>	4				
67	<i>All racks, safety cables, hardware, wiring, and rigging needed to complete the system.</i>	1				
68	<i>AVPro Edge, #AC-MXNET-CBOX-TAA, Control Box for MXNET System with Intelligent AV Processing, 8 Poe ports and 2 SFP Ports</i>	1				
69	<i>AVPro Edge, AC-MXNET-1G-EWP, MXNET 1G</i>	1				
70	<i>AVPro Edge, #AC-MXNET-1G-DV2, MXNET 1G Evolution II Decoder</i>	1				
71	<i>Panasonic, #TH-75CQE1W, 75" 4K UHD 400cd/m2 LED LCD Display</i>	2				
72	<i>Peerless-AV ST660P, SmartMount® Universal Tilt Mount for 39" to 0" TVs</i>	2				
73	<i>All hardware, wiring, and rigging needed to complete the system.</i>	1				

Installation (Labor) - \$ _____

Training (per request) - \$ _____

Maintenance -

Year 1 - _____

Year 2 - _____

Quote Number: **59-Q6785**

Vendor: _____

Total Contract: _____

Optional

Year 3- _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_09.2021.pdf

ATTACHMENT I: PROJECT PLAN - TIMELINE

Submit a

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

<https://ncadmin.nc.gov/documents/vendor-forms>

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