

STATE OF NORTH CAROLINA

Wake Technical Community College

Request for Proposal #: 130-WTCC779016975-LG

Immersive Law Enforcement Training Simulator

Date of Issue: AUGUST 14, 2023

Proposal Opening Date: AUGUST 29, 2023

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Lori Glaum

Procurement Specialist II

Email: lrglaum@waketech.edu

Phone: 919-866-5953

STATE OF NORTH CAROLINA Wake Tech Community College	REQUEST FOR PROPOSAL NO. 130-WTCC779016975-LG	
	Offers will be publicly opened: August 29, 2023 at 2:00 PM (Eastern Time)	
	Issue Date: August 14, 2023	
<i>Refer ALL inquiries regarding this RFP to:</i> Lori Glaum lrglaum@waketech.edu 919-866-5953	Commodity Number: 462010	
	Description: Public safety training equipment	
	Purchasing Agency: Wake Tech Community College	
	Requisition No.: TBD	

OFFER

The Purchasing Agency solicits offers for Services and/or goods described in this solicitation. All offers and responses received shall be treated as Offers to contract as defined in 9 NCAC 06A.0102(12).

EXECUTION

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein.

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

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

Offer valid for ninety (90) days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER

If any or all parts of this offer are accepted, an authorized representative of Purchasing Wake Technical Community College shall affix its signature hereto and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's Offer. A copy of this acceptance will be forwarded to the awarded Vendor(s).

<p><u>FOR PURCHASING AGENCY USE ONLY</u></p> <p>Offer accepted and contract awarded this date _____ as indicated on attached certification, by _____.</p> <p>(Authorized representative of Purchasing Wake Technical Community College).</p>

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1.0 ANTICIPATED PROCUREMENT SCHEDULE

The Agency Procurement Agent will make every effort to adhere to the following schedule:

Action	Responsibility	Date
RFP Issued	WTCC	8/14/2023
Written Questions Deadline	Potential Vendors	8/17/2023 at 2:00 pm (EST)
Agency's Response to Written Questions/ RFP Addendum Issued	WTCC	8/22/2023
Offer Opening Deadline	Vendor(s)	8/29/2023 at 2:00 p.m. (EST)
Anticipated Contract Award	WTCC	9/1/2023

2.0 PURPOSE OF RFP

2.1 INTRODUCTION

The purpose of this RFP is to solicit offers for a state-of-the-art immersive law enforcement training simulator that utilizes the latest multi-screen technology and allows customizable, open-ended outcomes, as well as editable or curated scenarios developed either in tandem with the vendor or customizable with little specialized knowledge.

2.2 CONTRACT TERM

The Contract is for a one-time purchase of an immersive training system, including delivery, installation, and training shall be a completion and acceptance Contract. The Contract for system service support and maintenance shall have an initial term of three (3) years, beginning on the date the system delivery and installation is accepted.

A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The Support and Maintenance Contract's term shall be Three (3) year(s), and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier.

2.2.1 EFFECTIVE DATE

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.

2.3 CONTRACT TYPE

Definite Quantity Contract-This request is for a close-ended contract between the awarded vendor and WTCC to furnish a pre-determined quantity of a good or service during a specified period of time.

The State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.1 GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1.1 REQUIREMENTS

Means, as used herein, a function, feature, or performance that the system must provide.

3.1.2 SPECIFICATIONS

Means, as used herein, a specification that documents the function and performance of a system or system component.

The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only processes, configurations, materials and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods or other Deliverables. Alternate or substitute Services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

3.1.3 SITE AND SYSTEM PREPARATION

Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed or implemented shall operate properly and efficiently within the site and system environment. Any alterations or modification in site preparation, which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.

The immersive training simulator will be in the WTCC Public Safety Simulation Complex, which is under construction at 1400 Upward Drive, Wendell, NC. The system will have a dedicated room within the building. The room will be 30' x 44'. refer to plan image (Exhibit C). The overhead clear height in the room will be 10'-8" to the ceiling.

3.1.4 EQUIVALENT ITEMS

Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard for determining substantial conformity during evaluation, unless otherwise specifically stated as a brand specific requirement (no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent offers must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison.

3.1.5 ENTERPRISE LICENSING

RESERVED

3.2 SECURITY SPECIFICATIONS

3.2.1 SOLUTIONS HOSTED ON STATE INFRASTRUCTURE

RESERVED

3.2.2 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE

The Immersive Law Enforcement Training Simulator will be required to receive and securely manage data that is classified as State's standards and minimum requirements on IT related purchases. This information is supplied to the State as required and not part of the RFP submission. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.

To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all Vendor-provided, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

(a) Upon request, Vendors shall provide a completed Vendor Readiness Assessment Report Non-State Hosted Solutions ("VRAR"). This report is located at the following website: <https://it.nc.gov/documents/vendor-readiness-assessment-report>

(b) Upon request, Vendors shall provide a current independent 3rd party assessment report in accordance with the following subparagraphs (i)-(iii) prior to contract award. However, Vendors are encouraged to provide a current independent 3rd party assessment report in accordance with subparagraphs (i)-(iii) at the time of offer submission.

(i) Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, ISO 27001, or HITRUST are the preferred assessment reports for any Vendor solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted).

(ii) A Vendor that cannot provide a preferred independent 3rd party assessment report as described above may submit an alternative assessment, such as a SOC 2 Type 1 assessment report. The Vendor shall provide an explanation for submitting the alternative assessment report. If awarded this contract, a Vendor who submits an alternative assessment report shall submit one of the preferred assessment reports no later than 365 days of the Effective Date of the contract. Timely submission of this preferred assessment report shall be a material requirement of the contract.

(iii) An IaaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS permitted by the terms of a written agreement between the two vendors and the scope of the IaaS certification or assessment report clearly includes the SaaS solution.

(c) Additional Security Documentation. Prior to contract award, the State may in its discretion require the Vendor to provide additional security documentation, including but not limited to vulnerability assessment reports and penetration test reports. The awarded Vendor shall provide such additional security documentation upon request by the State during the term of the contract.

3.3 ENTERPRISE SPECIFICATIONS

3.3.1 ENTERPRISE STRATEGIES, SERVICES, AND STANDARDS

Agencies and vendors should refer to the Vendor Resources Page for information on North Carolina Information Technology enterprise services, security policies and practices, architectural requirements, and enterprise contracts. The Vendor Resources Page can be found at the following link: <https://it.nc.gov/vendor-engagement-resources>. This site provides vendors with statewide information and links referenced throughout the RFP document. Agencies may request additional information.

3.3.2 ARCHITECTURE DIAGRAMS DEFINED

The State utilizes architectural diagrams to better understand the design and technologies of a proposed solution. These diagrams can be found at the following link: <https://it.nc.gov/architectural-artifacts>.

There may be additional architectural diagrams requested of the vendor after contract award. This will be communicated to the vendor by the agency as needed during the project.

3.3.3 VIRTUALIZATION

WTCC desires the flexibility to host Vendor's proposed solution in a virtualized environment, should it determine in the future that virtualized hosting for such solution would be more economical or efficient.

The College currently utilizes server virtualization technologies including VMware. The Vendor should state whether its solution operates in a virtualized environment. Vendor also should identify and describe all differences, restrictions or limitations of its proposed solution with respect to operation, licensing, support, certification, warranties, and any other details that may impact its proposed solution when hosted in a virtualized environment.

3.3.4 IDENTITY AND ACCESS MANAGEMENT (IAM)

The proposed solution must externalize identity and access management. The protocols describing the State's Identity and Access Management can be found at the following link:

<https://it.nc.gov/services/vendor-engagement-resources#identity-access-management>

Describe how your solution supports the above protocols as well as making them available for application integration/consumption (if applicable).

3.4 BUSINESS AND TECHNICAL REQUIREMENTS

The Immersive Law Enforcement Training Simulator vendor shall provide a complete, fully installed, system having attributes listed in this RFP. The simulator solution must comply with Wake Tech AV Standards and Guidelines (Exhibit A) and Electronic Security System Design Guidelines (Exhibit B). The simulator installation shall be a complete turnkey solution and no network equipment, displays, or AV equipment will need to be provided by Wake Tech. Providers shall respond to each line item in the matrix. Not addressing each line item with a comment, acknowledgement of compliance or non-compliance may render the Proposer as non-responsive.

3.5 BUSINESS AND TECHNICAL SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

A. GENERAL REQUIREMENTS

1. The system shall create a completely immersive simulated environment which is realistic to environments, incidents and encounters common to the law enforcement profession.
2. Complete products and services covered under this RFP shall include but not be limited to all hardware, software, audio, video, screens, devices, capture/recording, cabling, backbone technology, and other components for a fully functioning system, as well as warranty, setup and installation on the Wake Tech Community College campus, and on-site training for faculty and staff.
3. System must be delivered and fully installed by November 6, 2023
4. The system must fit into the provided room, measuring 30' x 44', with 10'-0" ceiling height. Refer to floor plan (Exhibit 3).

5. The system should fit the WTCC Security Design Standards (Exhibit 2) and WTCC ITS AV Design Standards (Exhibit 3). Any deviations must be approved by the College.

B. MINIMUM SYSTEM REQUIREMENTS

1. The College would prefer a web-based (SaaS) system.
2. Up to 5 (five) individuals should be able to be in the simulation at a time.
3. The system shall provide interactive scenarios used to train and evaluate lethal force, non-lethal force, and verbal de-escalation skills.
4. Shall provide instructor control options that allow for simulation variations based on participant performance and decision making.
5. System shall allow instructor to manipulate scenarios during training.
6. Shall be customizable to accommodate new less lethal law enforcement tools as such tools become available to the Owner.
7. System shall include high-definition digital video and computer graphics capabilities to create fully interactive training videos and/or graphics-based training environments.
8. Weapons. System shall include the use of at least the following weapons:
 - a) Glock 17 (quantity 2)
 - b) Sig 226 (quantity 2)
 - c) Sig 320 (quantity 2)
 - d) AR-15 (quantity 2)
 - e) Taser (quantity 2)
 - f) OC Spray (quantity 2)
 - g) Mossberg M500 shotgun (quantity 1)
 - h) Remington 870 shotgun (quantity 1)
9. Weapons shall include fire laser capabilities, allowing instructors to easily see point of aim.
10. All weapons shall have the ability for the instructor to electronically control the round count and/or induce malfunctions.
11. System shall allow others to view training as it occurs.
12. System shall record training sessions, to allow trainees to watch the training session after completed. Playback shall provide options for camera view, trainee view (for goggle interface), and split screen camera + trainee view.
13. System shall allow for simulated low-light and/or infra-red flashlight training. Must be able to operate under any light situation.
14. System shall provide hit detection technology.
15. Training Scenarios
 - a) System shall include:
 - (quantity 90 minimum) 3-Screen Multi-Branching Scenarios.
 - (quantity 800) Single Screen Multi-Branching Interactive Law Enforcement Scenarios
 - (quantity 40) skill builder exercises
 - Full marksmanship and course of fire .
 - b) Vendor's proposal shall include either:
 - Unlimited customizable scenario creation as a service, or
 - The means to create unlimited customizable scenarios.
 - c) At minimum, scenarios shall include:
 - De-escalation.
 - Active shooter.
 - Emotionally disturbed person(s).
 - High risk entry.
 - Skills drills.
 - Implicit bias training scenarios.

- d) Editing Software Program: Software (preferably based on MS Windows) that can be used to create lessons, tests and presentations for classrooms, auditoriums, and training rooms or for one-on-one instruction.
 - Provide the ability for the instructor to manipulate scenarios based on actions of the trainee(s).
 - Provide the ability for the owner to remove or modify graphic and auditory material deemed unacceptable, within each scenario.
 - e) Provide capability of evaluating five participants during each scenario.
 - f) Access to Software Updates and Digital Scenario Library: Software updates and new HD scenarios should be available – approximately fifteen scenarios created at a minimum each quarter (single and multi-screen).
16. System shall have unlimited trainer certifications at no additional cost to the College.

C. MINIMUM HARDWARE REQUIREMENTS

1. Visual interface: Vendor shall provide visual interface in one of two formats:
 - a) Screens provide a minimum of three (3) screens/180-degree field of view to a maximum of five (5) screens/ 300-degree field of view, or one 180-degree borderless screen (approximately 30'L x 6' 5"H). Screens shall fit within the existing room, to maximize space for trainees and range of movement for scenarios. Image quality shall be high definition.
2. Mounting systems and/or ceiling mounts.
3. High-definition short-throw projectors, 4K or greater for screen-based interface. College prefers Epson L530U Laser Projector or equivalent.
4. Three 5-device Laser Weapon & Flashlight Detection Modules.
5. All Power and Video Cables.
6. Multi-Directional Sound System, with minimally 5.1 surround sound native to all training scenarios. Sound effects shall be assignable to any single speaker or from a combination of speakers.

D. WARRANTY, SUPPORT, TRAINING

1. Warranty: Shall include a full coverage of parts and services for a minimum of one year, with an option to extend the warranty for at least one (1) year at the sole discretion of the College. Warranty shall commence on the date the owner has accepted the system as fully operational. Warranty shall include a temporary replacement system if off-site repair is necessary.
2. Support: The vendor shall provide lifetime support for all hardware and software products included under the proposed RFP, at no additional cost. The vendor support staff shall respond within forty-eight (48) hours to all support calls placed during normal business hours (Monday – Friday, 7am-7pm EST). Support calls placed after normal business hours shall be responded to within forty-eight (48) hours on the first regular business day following notification.
3. Updates: Provide future hardware and software upgrades as they become available.
4. Upon completion of installation, provide on-site training to college staff for all aspects of the system. Schedule training at the convenience of the college staff. Provide digital training manual, containing minimally the course objectives, training content, and summary. Training shall be recorded and provided to the owner for their use in future training.
5. Vendor shall provide product literature, operation manuals, technical specifications, and serial numbers for all included devices and components.
6. Vendor shall provide software and equipment upgrades / functional fixes as required to ensure reliable operations at no extra cost to Wake Technical Community College. Supporting documentation reflecting modifications shall be supplied, when necessary, at no additional cost.

7. The vendor shall perform any requested re-calibrations of the system at no additional cost to Wake Technical Community College. The vendor must respond to requests for recalibration within forty-eight (48) hours.

E: TASKS/DELIVERABLES

1. Delivery and installation including evaluating power and data provided within the room and coordinating connection of system to provided power as required for the operation of the system. System must be delivered and fully installed by November 6, 2023.
2. Train College Staff on use of the system. Comprehensive instructor (software and hardware) training which includes simulator operations, maintenance and troubleshooting for at least 5 Wake Technical Community College Staff. Initial training shall be conducted on-site at the Wake Tech Public Safety Simulation Complex located at 1400 Upward Drive, Wendell, NC within seven business days from the delivery and set up of the system.
3. Ongoing support, based on the minimums set forth in this RFP or as described in the accepted proposal.

F: PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

G: TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

H: CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are 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 inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization acceptable to govern inspection where the item is to be located, 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.

I: OPTIONAL FEATURES

Proposals will be evaluated based on above criteria. Optional features may be proposed by the vendor as line items outside of the base bid for all items noted above. Optional features will be considered at the owner's discretion.

1. Additional warranty coverage beyond period noted above.
2. Remote access by vendor.
3. Ability to modify weather within training scenarios.
4. Ability to track weapon position.
5. Ability to monitor heart rate of trainees.
6. Ability to provide vibration/tactile sensory capability within scenarios.

7. Ability for non-participants other than the instructor to observe the simulation as it's going on. This may be on in a different room or space.

4.0 COST OF VENDOR'S OFFER

4.1 OFFER COSTS

The Vendor must list, itemize, and describe any applicable offer costs which may include required Hardware, Software, Setup, Interfaces, Testing, Training, Maintenance etc. services for WTCC.

Cost shall be firm for the contract period and inclusive of all requirements specified in this RFP.

4.2 PAYMENT SCHEDULE

The Vendor shall propose its itemized payment schedule based on the content of its offer. All payments must be based upon acceptance of one or more Deliverables.

5.0 EVALUATION

N.C.G.S §143B-1350(h): All offers are subject to evaluation of the most advantageous offer to WTCC. Evaluation shall include best value, as the term is defined in N.C.G.S. 143-135.9(a)(1), compliance with information technology project management policies, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation.

5.1 SOURCE SELECTION

A trade-off/ranking method of source selection will be utilized in this procurement to allow WTCC to award this RFP to the Vendor providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with or traded-off against other non-price factors.

- a) Evaluation Process Explanation. WTCC employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
- b) To be eligible for consideration, Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by WTCC. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to anyone (1) factor may be grounds for rejection regardless of overall score.
- c) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the College may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the offer.
- d) Vendors are advised that the State is not obligated to ask for, or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.

5.2 EVALUATION CRITERIA

Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with

the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.

<p>1. Technical Response/Substantial Conformity with the RFP requirements</p> <p>Vendor's response to Section 3.0 per RFP Requirements and Specifications.</p>	<p>40%</p>
<p>2. Experience</p> <p>Vendor's knowledge and experience with higher education institutions of similar size and scope and their markets. Include a list of similar services requested by Wake Technical Community College per Attachment H-References</p>	<p>35%</p>
<p>3. Pricing/Total Cost of Ownership</p> <p>Proposed cost per Pricing Attachment.</p>	<p>25%</p>

5.3 BEST AND FINAL OFFERS (BAFO)

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

5.4 POSSESSION AND REVIEW

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

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

6.0 VENDOR INFORMATION AND INSTRUCTIONS

6.1 GENERAL CONDITIONS OF OFFER

6.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person.

The Vendor will be responsible for investigating and recommending the most effective and efficient solution. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and

merits of their proposed solutions together with any accompanying Services, maintenance, warranties, value added Services or other criteria identified herein.

6.1.2 RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:

- a) waive any formality;
- b) amend the solicitation;
- c) cancel or terminate this RFP;
- d) reject any or all offers received in response to this RFP;
- e) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
- g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
- h) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.
- i) This information is supplied to the State, upon request. It is not required as part of the RFP submission.

6.1.3 SOLICITATION AMENDMENTS OR REVISIONS

Any and all amendments or revisions to this document shall be made by written addendum from the Agency Procurement Office. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

6.1.4 ORAL EXPLANATIONS

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the State's contact person may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.

6.1.5 E-PROCUREMENT

This is an E-Procurement solicitation. See Attachment B, paragraph #33 of the attached Software as a Service (SaaS) Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide E-Procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to E-Procurement.

- a) General information on the E-Procurement service can be found at <http://eprocurement.nc.gov/>
- b) Within two days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service at the following website: <http://eprocurement.nc.gov/Vendor.html>
- c) As of the RFP submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

6.1.6 ELECTRONIC VENDOR PORTAL (EVP)

The State has implemented the electronic Vendor Portal (eVP) that allow the public to retrieve award notices and information on the Internet at <https://evp.nc.gov>. Results may be found by searching by Solicitation Number or agency name. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

6.1.7 PROTEST PROCEDURES

Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in the purchasing agency's office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. **All protests are governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

6.2 GENERAL INSTRUCTIONS FOR VENDOR

6.2.1 SITE VISIT OR PRE-OFFER CONFERENCE RESERVED

6.2.2 QUESTIONS CONCERNING THE RFP

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

Written questions concerning this Solicitation will be received until **August 10, 2023 at 2:00pm Eastern Time.**

They must be submitted to the contact person listed on Page One of this Solicitation via lrqlaum@waketech.edu. Please enter "Questions Solicitation 130-WTCC779016975-LG" as the subject for the message. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

6.2.3 ADDENDUM TO RFP

If a pre-offer conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State shall become an Addendum to this RFP and provided via the State's Ariba Sourcing Tool. Vendors' questions posed orally at any pre-offer conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer. Oral answers are not binding on the State.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the State's Ariba Sourcing Tool for any and all Addenda that may be issued prior to the offer opening date.

6.2.4 COSTS RELATED TO OFFER SUBMISSION

Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.

All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and the Vendor resulting from this RFP process.

6.2.5 VENDOR ERRATA AND EXCEPTIONS

Any errata or exceptions to the State's requirements and specifications may be presented on a separate page labeled "Exceptions to Requirements and Specifications". Include references to the corresponding requirements and specifications of the Solicitation. Any deviations shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or non-equivalent goods or services may be rejected if not found substantially conforming; and if offered, must be supported by independent documentary verification that the offer substantially conforms to the specified goods or services specification.** If a vendor materially deviates from RFP requirements or specifications, its offer may be determined to be non-responsive by the State.

Offers conditioned upon acceptance of Vendor Errata or Exceptions may be determined to be non-responsive by the State.

6.2.6 ALTERNATE OFFERS

The Vendor may submit alternate offers for various levels of service(s) or products meeting specifications. Alternate offers must specifically identify the RFP specifications and advantage(s) addressed by the alternate offer. Any alternate offers must be clearly marked with the legend as shown herein. Each offer must be for a specific set of Services or products and offer at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be an offer with a different price and a separate RFP offer. Vendors may also provide multiple offers for software or systems coupled with support and maintenance options, provided, however, all offers must satisfy the specifications.

Alternate offers must be submitted in a separate document and clearly marked "Alternate Offer for 'name of Vendor'" and numbered sequentially with the first offer if separate offers are submitted.

6.2.7 MODIFICATIONS TO OFFER

An offer may not be unilaterally modified by the Vendor.

6.2.8 BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed specification is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

6.2.9 NON-RESPONSIVE OFFERS

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

- "This offer does not constitute a binding offer",
- "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- "The Vendor does not commit or bind itself to any terms and conditions by this submission",

- “This document and all associated documents are non-binding and shall be used for discussion purposes only”,
- “This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties”, or
- A statement of similar intent

6.2.10 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

Vendors do not have to be registered with the NC Secretary of State to submit an offer; however, in order to receive an award/contract with the State, they must be registered. Registration can be completed at the following website: https://www.sosnc.gov/Guides/launching_a_business

6.2.11 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available at the following website: <https://evp.nc.gov>.

This RFP is available electronically on the electronic Vendor Portal (eVP) at the following website: <https://evp.nc.gov>.

6.2.12 VENDOR POINTS OF CONTACT

CONTACTS AFTER CONTRACT AWARD:

Below are the Vendor Points of Contact to be used after award of the contract.

VENDOR CONTRACTUAL POINT OF CONTACT	VENDOR TECHNICAL POINT OF CONTACT
[NAME OF VENDOR] [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Contract Manager	[NAME OF VENDOR] [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Technical Lead

6.3 INSTRUCTIONS FOR OFFER SUBMISSION

6.3.1 GENERAL INSTRUCTIONS FOR OFFER

Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the offer and subsequent evaluation process:

- Organize the offer in the exact order in which the specifications are presented in the RFP. The Execution page of this RFP must be placed at the front of the Proposal. Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP specification and the specific page of the response in the Vendor's offer.
- Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
- Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.
- Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If relevant and material information is not provided, the offer may be rejected from consideration and evaluation.

- e) Furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this RFP, each Vendor must submit with its offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these instructions may be rejected.
- f) Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.
- g) **Only information that is received in response to this RFP will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.

6.3.2 OFFER ORGANIZATION

Within each section of its offer, Vendor should address the items in the order in which they appear in this RFP. Forms, or attachments or exhibits, if any provided in the RFP, must be completed and included in the appropriate section of the offer. All discussion of offered costs, rates, or expenses must be presented in Section 4.0. Cost of Vendor's Offer.

The offer should be organized and indexed in the following format and should contain, at a minimum, all listed items below.

- a) Signed Execution Page
- b) Table of Contents
- c) Description of Vendor Submitting Offer Form (Attachment D)
- d) Vendor Response to Specifications and Requirements
- e) Cost Form of Vendor's Offer (Attachment E)
- f) Signed Vendor Certification Form (Attachment F)
- g) Location of Workers Utilized by Vendor Form (Attachment G)
- h) References (Attachment H)
- i) Financial Statements (Attachment I)-*Reserved*
- j) Errata and Exceptions, if any
- k) Vendor's License and Maintenance Agreements
- l) Supporting material such as technical system documentation, training examples, etc.
- m) Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.
- n) All pages of this solicitation document (including Attachments A and B)

6.3.3 OFFER SUBMITTAL

Due Date: August 24, 2023
 Time: 2:00 PM Eastern Time

IMPORTANT NOTE: It is the Vendor's sole responsibility to upload their offer to the Ariba Sourcing Module by the specified time and date of opening. Vendor shall bear the risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet

issues, network issues, local power outages, or application issues. Vendor must include all the pages of this solicitation in their response.

Attempts to submit a proposal via facsimile (FAX) machine, telephone, email, email attachments, or in any hardcopy format in response to this Bid SHALL NOT be accepted and will automatically be deemed Non-Responsive.

- a) Submit **one (1) signed, original electronic offer** through the Ariba Sourcing Module.
- b) The Ariba Sourcing Module document number is: 130-WTCC779016975-LG
- c) All File names should start with the Vendor name first, in order to easily determine all the files to be included as part of the vendor's response. For example, files should be named as follows: Vendor Name-your file name.
- d) File contents **SHALL NOT** be password protected, the file formats must be in .PDF, .JPEG, .DOC or .XLS format, and shall be capable of being copied to other sources. Inability by the State to open the Vendor's files may result in the Vendor's offer(s) being rejected as Non-Responsive.
- e) If the vendor's proposal contains any confidential information (as defined in Attachment B, Section 2, Paragraph #17), then the vendor must provide one (1) signed, original electronic offer and one (1) redacted electronic copy.

For Vendor training on how to use the Ariba Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Ariba Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST

7.0 OTHER REQUIREMENTS AND SPECIAL TERMS

7.1 VENDOR UTILIZATION OF WORKERS OUTSIDE OF U.S.

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

Complete ATTACHMENT G - Location of Workers Utilized by Vendor and submit with your offer.

7.2 FINANCIAL STATEMENTS

The Vendor shall provide evidence of financial stability by returning with its offer 1) completed Financial Review Form (Attachment I), and 2) copies of Financial Statements as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.

- a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.
- b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.

- c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

7.3 FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY

RESERVED

7.4 VENDOR'S LICENSE OR SUPPORT AGREEMENTS

Vendor should present its license or support agreements for review and evaluation. Terms offered for licensing and support of Vendors' proprietary assets will be considered.

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

7.5 RESELLERS

If the Offer is made by a Reseller that purchased the offered items for resale or license to the Agency, or offered based upon an agreement between the Offeror and a third party, and that the proprietary and intellectual property rights associated with the items are owned by parties other than the Reseller ("Third Parties"). The Agency further acknowledges that except for the payment to the Reseller for the Third Party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. The Reseller shall provide the Agency with copies of all documentation and warranties for the Third Party items which are provided to the Reseller. The Reseller shall assign all applicable third party warranties for Deliverables to the Agency. The State reserves all rights to utilize existing agreements with such Third Parties or to negotiate agreements with such Third Parties as the State deems necessary or proper to achieve the intent of this RFP.

7.6 DISCLOSURE OF LITIGATION

RESERVED

7.7 CRIMINAL CONVICTION

RESERVED

7.8 SECURITY AND BACKGROUND CHECKS

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

All State and Vendor personnel that have access to data restricted by the State Security Manual and Policies must have a security background check performed. The Vendors are responsible for performing

all background checks of their workforce and subcontractors. The State reserves the right to check for non-compliance.

7.9 ASSURANCES

RESERVED

7.10 CONFIDENTIALITY OF OFFERS

All offers and any other RFP responses shall be made public as required by the NC Public Records Act and GS 143B-1350. Vendors may mark portions of offers as confidential or proprietary, after determining that such information is exempted from the NC Public Records Act, provided that such marking is clear and unambiguous and preferably at the top and bottom of each page containing confidential information. Standard restrictive legends appearing on every page of an offer are not sufficient and shall not be binding upon the State.

Certain State information is not public under the NC Public Records Act and other laws. Any such information which the State designates as confidential and makes available to the Vendor in order to respond to the RFP or carry out the Agreement, or which becomes available to the Vendor in carrying out the Agreement, shall be protected by the Vendor from unauthorized use and disclosure. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

7.11 PROJECT MANAGEMENT

All project management and coordination on behalf of the Agency shall be through a single point of contact designated as the Agency Project Manager. The Vendor shall designate a Vendor Project Manager who will provide a single point of contact for management and coordination of the Vendor's work. All work performed pursuant to the Agreement shall be coordinated between the Agency Project Manager and the Vendor Project Manager.

7.12 MEETINGS

Upon request, the Vendor shall meet with Agency personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement. Meetings will occur as problems arise and will be coordinated by Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations.

7.13 RECYCLING AND SOURCE REDUCTION

It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the NCDIT Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.

7.14 SPECIAL TERMS AND CONDITIONS

RESERVED

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT A: DEFINITIONS

- 1) **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
- 2) **Cybersecurity Incident (GS 143B-1320):** An occurrence that:
 - a. Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
 - b. Constitutes a violation or imminent threat of violation of law, security policies, privacy policies, security procedures, or acceptable use policies.
- 3) **Deliverables:** Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.
- 4) **Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
- 5) **NCDIT or DIT:** The NC Department of Information Technology.
- 6) **Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
- 7) **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
- 8) **Request for Proposal (RFP):** The RFP is a formal, written solicitation document typically used for seeking competition and obtaining offers for more complex services or a combination of goods and services. The RFP is used when the value is over \$10,000. This document contains specifications of the RFP, instructions to bidders and the standard IT Terms and Conditions for Goods and Related Services. User should add Supplemental Terms and Conditions for Software and Services, when applicable.
- 9) **Security Breach:** As defined in N.C.G.S. §75-61.
- 10) **Significant Security Incident (GS 143B-1320):** A cybersecurity incident that is likely to result in demonstrable harm to the State's security interests, economy, critical infrastructure, or to the public confidence, civil liberties, or public health and safety of the residents of North Carolina. A significant cybersecurity incident is determined by the following factors:
 - a. Incidents that meet thresholds identified by the Department jointly with the Department of Public Safety that involve information:
 - i. That is not releasable to the public and that is restricted or highly restricted according to Statewide Data Classification and Handling Policy; or
 - ii. That involves the exfiltration, modification, deletion, or unauthorized access, or lack of availability to information or systems within certain parameters to include (i) a specific threshold of number of records or users affected as defined in G.S. 75-65 or (ii) any additional data types with required security controls.
 - b. Incidents that involve information that is not recoverable or cannot be recovered within defined time lines required to meet operational commitments defined jointly by the State agency and the

Department or can be recovered only through additional measures and has a high or medium functional impact to the mission of an agency.

11) Vendor: Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.

ATTACHMENT B: SOFTWARE AS A SERVICE (SaaS) TERMS AND CONDITIONS

Department of Information Technology Terms and Conditions

1) DEFINITIONS:

- a) "Data" includes means information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the Services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- b) Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State as included in Paragraph 7) c) of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.
- c) "Services" shall mean the duties and tasks undertaken by the Vendor to fulfill the requirements and specifications of this solicitation, including, without limitation, providing web browser access by authorized users to certain Vendor online software applications identified herein, and to related services, such as Vendor hosted Computer storage, databases, Support, documentation, and other functionalities, all as a Software as a Service ("SaaS") solution.
- d) "State" shall mean the State of North Carolina, the Department of Information Technology as an agency, or the agency identified in this solicitation as the Purchasing Agency and Award Authority.
- e) "Support" includes provision of ongoing updates and maintenance for the Vendor online software applications, and as may be specified herein, consulting, training and other support Services as provided by the Vendor for SaaS tenants receiving similar SaaS Services.

2) ACCESS AND USE OF SAAS SERVICES:

- a) Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein and in accordance with any mutually agreed Acceptable Use Policy. The State is authorized to access State Data and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without the Vendor requiring a separate maintenance or support agreement. Subject to an agreed limitation on the number of users, the State may use the Services with any computer, computer system, server, or desktop workstation owned or utilized by the State or other authorized users. User access to the Services shall be routinely provided by the Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. The State shall notify the Vendor of any unauthorized use of any password or account, or any other known or suspected breach of security access. The State also agrees to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation to derive a source code equivalent to the Services or any portion thereof. Use of the Services to perform services for commercial third parties (so-called "service bureau" uses) is not permitted, but the State may utilize the Services to perform its governmental functions. If the Services fees are based upon the number of Users and/or hosted instances, the number of Users/hosted instances available may be adjusted at any time (subject to the restrictions on the maximum number of Users specified in the Furnish and Deliver Table herein above) by mutual agreement and State Procurement approval. All Services and information designated as "confidential" or "proprietary" shall be kept in confidence except as may be required by the North Carolina Public Records Act: N.C.G.S. § 132-1, *et. seq.*
- b) The State's access license for the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this license transfer, vest, or infer any title or other ownership right in any source code associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to

access and use the State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein.

- c) Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State's normal business hours (unless different hours are specified herein). Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor's SaaS tenants for similar Services. Vendor's right to a new use agreement for new version releases of the Services shall not be abridged by the foregoing. Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.
- d) Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated users or tenants of the Services, but minimally as provided for and specified herein. Unless otherwise agreed in writing, Support will also be provided for any other (e.g., third-party) software provided by the Vendor in connection with the Vendor's solution herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to certain State users for the fees or costs as set forth herein or in an SLA.
- e) Services provided pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.
- f) The Vendor may utilize partners and/or subcontractors to assist in the provision of the Services, so long as the State Data is not removed from the United States unless the terms of storage of the State Data are clearly disclosed, the security provisions referenced herein can still be complied with, and such removal is done with the prior express written permission of the State. The Vendor shall identify all of its strategic business partners related to Services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.
- g) Vendor warrants that all Services will be performed with professional care and skill, in a workmanlike manner and in accordance with the Services documentation and this Agreement.
- h) An SLA or other agreed writing shall contain provisions for scalability of Services and any variation in fees or costs as a result of any such scaling.
- i) Professional services provided by the Vendor at the request by the State in writing in addition to agreed Services shall be at the then-existing Vendor hourly rates when provided, unless otherwise agreed in writing by the parties.

3) WARRANTY OF NON-INFRINGEMENT; REMEDIES.

- a) Vendor warrants to the best of its knowledge that:
 - i) The Services do not infringe any intellectual property rights of any third party; and
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b) Should any Services supplied by Vendor become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the Services, or replace or modify the same to become noninfringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected Services, and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute Services. If, in the sole opinion of the State, the cessation of use by the State of any such Services due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services.

- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded Services, or from the continued use of the good(s) or Services after receiving notice they infringe on a trade secret of a third party.

4) ACCESS AVAILABILITY; REMEDIES:

- a) The Vendor warrants that the Services will be in good working order, and operating in conformance with Vendor's standard specifications and functions as well as any other specifications agreed to by the parties in writing, and shall remain accessible 24/7, with the exception of scheduled outages for maintenance and of other service level provisions agreed in writing, e.g., in an SLA. Vendor does not warrant that the operation of the Services will be completely uninterrupted or error free, or that the Services functions will meet all the State's requirements, unless developed as Customized Services.
- b) The State shall notify the Vendor if the Services are not in good working order or inaccessible during the term of the Agreement. Vendor shall, at its option, either repair, replace or reperform any Services reported or discovered as not being in good working order and accessible during the applicable contract term without cost to the State.

If the Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to receive automatic credits as indicated immediately below, or the State may use other contractual remedies such as recovery of damages, as set forth herein in writing, e.g., in Specifications, Special Terms or in an SLA, and as such other contractual damages are limited by N.C.G.S. §143B-1350(h1) and the Limitation of Liability paragraph below. If not otherwise provided, the automatic remedies for nonavailability of the Subscription Services during a month are:

1. A 10% service credit applied against future fees if Vendor does not reach 99.9% availability.
2. A 25% service credit applied against future fees if Vendor does not reach 99% availability.
3. A 50% service credit applied against future fees or eligibility for early termination of the Agreement if Vendor does not reach 95% availability.

If, however, Services meet the 99.9% service availability level for a month, but are not available for a consecutive 120 minutes during that month, the Vendor shall grant to the State a credit of a pro-rated one-day of the monthly subscription Services fee against future Services charges. Such credit(s) shall be applied to the bill immediately following the month in which Vendor failed to meet the performance requirements or other service levels, and the credit will continue to be deducted from the monthly invoice for each prior month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement. If Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may also terminate the contract for material breach in accordance with the Default provisions hereinbelow.

- c) Support Services. If Vendor fails to meet Support Service response times as set forth herein or in an SLA for a period of three consecutive months, a 10% service credit will be deducted from the invoice in the month immediately following the third month, and the 10% service credit will continue to be deducted from the monthly invoice for each month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement.

5) EXCLUSIONS:

- a) Except as stated above in Paragraphs 3 and 4, Vendor and its parent, subsidiaries and affiliates, subcontractors and suppliers make no warranties, express or implied, as to the Services.

- b) The warranties provided in Paragraphs 3 and 4 above do not cover repair for damages, malfunctions or service failures substantially caused by:
 - i) Actions of non-Vendor personnel;
 - ii) Failure to follow Vendor's written instructions relating to the Services provided to the State; or
 - iii) Force Majeure conditions set forth hereinbelow.
 - iv) The State's sole misuse of, or its own inability to use, the Services.

6) **PERFORMANCE REVIEW AND ACCOUNTABILITY.** N.C.G.S. § 143B-1340(f) and 09 NCAC 06B.1207 require provisions for performance review and accountability in State IT contracts. For this procurement, these shall include the holding a retainage of 10% of the contract value and withholding the final payment contingent on final acceptance by the State as provided in 09 NCAC 06B.1207(3) and (4), unless waived or otherwise agreed, in writing. The Services herein will be provided consistent with and under these Services performance review and accountability guarantees.

7) **LIMITATION OF LIABILITY: Limitation of Vendor's Contract Damages Liability:**

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

8) **Vendor's Liability for Injury to Persons or Damage to Property:**

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of this Agreement, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

9) **MODIFICATION OF SERVICES:** If Vendor modifies or replaces the Services provided to the State and other tenants, and if the State has paid all applicable Subscription Fees, the State shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then accessible version of the Services. Newer versions of the Services containing substantially increased functionality may be made available to the State for an additional subscription fee. In the event of either of such modifications, the then accessible version of the Services shall remain fully available to the State until the newer version is provided to the State and accepted. If a modification

materially affects the functionality of the Services as used by the State, the State, at its sole option, may defer such modification.

10) TRANSITION PERIOD:

- a) For ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Vendor shall assist the State, upon written request, in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in an SLA or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, Services access shall continue to be made available to the State without alteration.
- d) Vendor agrees to compensate the State for damages or losses the State incurs as a result of Vendor's failure to comply with this Transition Period section in accordance with the Limitation of Liability provisions above.
- e) Upon termination, and unless otherwise stated in an SLA, and after providing the State Data to the State as indicated above in this section with acknowledged receipt by the State in writing, the Vendor shall permanently destroy or render inaccessible any portion of the State Data in Vendor's and/or subcontractor's possession or control following the completion and expiration of all obligations in this section. Within thirty (30) days, Vendor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional Transition services as may be agreed upon in a supplemental agreement.

11) TRANSPORTATION: Transportation charges for any Deliverable sent to the State other than electronically or by download, shall be FOB Destination unless delivered by internet or file-transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.

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

13) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Agreements with the Vendor. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1207, or other provision of law.

14) AVAILABILITY OF FUNDS: Any and all payments by the State are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the State for the purposes set forth in this Agreement. If this Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the State's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved such continuation of the Agreement *is expressly contingent upon* the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Agreement. If funds to effect payment are not available, the

State will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to terminate any Services supplied to the State under this Agreement, and relieve the State of any further obligation thereof. The State shall remit payment for Services accepted on or prior to the date of the aforesaid notice in conformance with the payment terms.

15) PAYMENT TERMS:

- a) Payment may be made by the State in advance of or in anticipation of subscription Services to be actually performed under the Agreement or upon proper invoice for other Services rendered. Payment terms are Net 30 days after receipt of correct invoice. Initial payments are to be made after final acceptance of the Services. Payments are subject to any retainage requirements herein. The Purchasing State Agency is responsible for all payments under the Agreement. Subscription fees for term years after the initial year shall be as quoted under State options herein, but shall not increase more than 5% over the prior term, except as the parties may have agreed to an alternate formula to determine such increases in writing. No additional charges to the State will be permitted based upon, or arising from, the State's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et seq.* of the N.C. General Statutes and applicable Administrative Rules.
- b) Upon Vendor's written request of not less than 30 days and approval by the State, the State may:
 - i) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
 - ii) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however,
 - iii) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Agreement obligations.
- c) For any third party software licensed by Vendor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Vendor must be provided to the State before any related license fees or costs may be billed to the State.
- d) An undisputed invoice is an invoice for which the State and/or the Purchasing State Agency has not disputed in writing within thirty (30) days from the invoice date, unless the agency requests more time for review of the invoice. Upon Vendor's receipt of a disputed invoice notice, Vendor will work to correct the applicable invoice error, provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on the invoice or for any disputed items that are ultimately corrected. The Purchasing State Agency is not required to pay the Vendor for any Software or Services provided without a written purchase order from the appropriate Purchasing State Agency. In addition, all such Services provided must meet all terms, conditions, and specifications of this Agreement and purchase order and be accepted as satisfactory by the Purchasing State Agency before payment will be issued.
- e) The Purchasing State Agency shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as Vendor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Purchasing State Agency, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.

16) ACCEPTANCE CRITERIA:

- a) Initial acceptance testing is required for all Vendor supplied Services before going live, unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications and Vendor's technical representations. Acceptance of Services may be controlled by additional written terms as agreed by the parties.
- b) After initial acceptance of Services, the State shall have the obligation to notify Vendor, in writing and within ten (10) days following provision of any Deliverable described in the contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable is unacceptable. Acceptance by the State of any Vendor re-performance or correction shall not be unreasonably withheld, but may be

conditioned or delayed as required for confirmation by the State that the issue(s) in the notice have been successfully corrected.

17) **CONFIDENTIALITY:** The State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, *et seq.* 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 marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking 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 marked “confidential” meet the requirements of the Rules and Statutes set forth above. ***However, under no circumstances shall price information be designated as confidential.*** The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor’s confidential information. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked “confidential,” the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys’ fees awarded against the State in the action. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor’s confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

18) **SECURITY OF STATE DATA:**

- a) All materials, including software, Data, information and documentation provided by the State to the Vendor (State Data) during the performance or provision of Services hereunder are the property of the State of North Carolina and must be kept secure and returned to the State. The Vendor will protect State Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be provided to the State as part of the Services. The Vendor shall not access State User accounts, or State Data, except (i) during data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State’s written request. The Vendor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Agreement. No such information, Data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written agreement with the State. The Vendor will have written policies governing access to and duplication and dissemination of all such information, Data, instruments, studies, reports, records and other materials.
- b) The Vendor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.
- c) Protection of personal privacy and sensitive data. The Vendor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>) that is collected by the State and stored in any Vendor site or other Vendor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by Vendor or its agents or subcontractors in connection with the provision of the Services. The Vendor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within 24 hours of confirmation as required by N.C.G.S. § 143B-1379.
- d) The Vendor will provide and maintain secure backup of the State Data. The Vendor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate

administrative, physical, technical and procedural safeguards at all times during the term of this Agreement to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data and the Services. The Vendor will allow periodic back-up of State Data by the State to the State's infrastructure as the State requires or as may be provided by law.

- e) The Vendor shall certify to the State:
 - i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Agreement;
 - ii) That the system used to provide the Subscription Services under this Contract has and will maintain a valid 3rd party security certification not to exceed 1 year and is consistent with the data classification level and a security controls appropriate for low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4. The State reserves the right to independently evaluate, audit, and verify such requirements.
 - iii) That the Services will comply with the following:
 - (1) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual; to include encryption requirements as defined below:
 - (a) The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - (b) For engagements where the Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection;
 - (2) Privacy provisions of the Federal Privacy Act of 1974;
 - (3) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);
 - (4) The North Carolina Public Records Act, N.C.G.S. Chapter 132; and
 - (5) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA);
 - (6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
 - f) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60ff) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.
- g) Breach Notification. In the event Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall, at its own expense, (1)

immediately notify the State's Agreement Administrator of such Security Breach and perform a root cause analysis thereon, (2) investigate such Security Breach, (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.

- h) Notification Related Costs. Vendor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall immediately notify the State of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.
- i) Vendor shall allow the State reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Agreement and the State's Data, at no cost to the State.
- j) In the course of normal operations, it may become necessary for Vendor to copy or move Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.
- k) Remote access to Data from outside the continental United States, including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.
- l) In the event of temporary loss of access to Services, Vendor shall promptly restore continuity of Services, restore Data in accordance with this Agreement and as may be set forth in an SLA, restore accessibility of Data and the Services to meet the performance requirements stated herein or in an SLA. As a result, Service Level remedies will become available to the State as provided herein, in the SLA or other agreed and relevant documents. Failure to promptly remedy any such temporary loss of access may result in the State exercising its options for assessing damages under this Agreement.
- m) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, Vendor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform the State of:
 - (1) The scale and quantity of the State Data loss;
 - (2) What Vendor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and
 - (3) What corrective action Vendor has taken or will take to prevent future State Data and Services loss.
 - (4) If Vendor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Agreement.

- Vendor shall investigate of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the State, its agents and law enforcement.
- n) In the event of termination of this contract, cessation of business by the Vendor or other event preventing Vendor from continuing to provide the Services, Vendor shall not withhold the State Data or any other State confidential information or refuse for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Agreement. As a part of Vendor's obligation to provide the State Data pursuant to this Paragraph 18) n), Vendor will also provide the State any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data.
- o) **Secure Data Disposal.** When requested by the State, the Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.
- 19) ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C. General Statute 147-64.7, the State, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Agreement. Additional audit or reporting requirements may be required by any State, if in the State's opinion, such requirement is imposed by federal or state law or regulation. The Vendor shall allow the State to audit conformance including contract terms, system security and data centers as appropriate. The State may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least 30 days' advance written notice and shall not unreasonably interfere with the Service Provider's business.
- 20) ASSIGNMENT:** Vendor may not assign this Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days of any consolidation, acquisition, or merger. Any assignee shall affirm this Agreement attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.
- 21) NOTICES:** Any notices required under this Agreement should be delivered to the Agreement Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier, facsimile or by hand.
- 22) TITLES AND HEADINGS:** Titles and Headings in this Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
- 23) AMENDMENT:** This Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor.
- 24) TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

- 25) **GOVERNING LAWS, JURISDICTION, AND VENUE:** This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
- 26) **DEFAULT:** In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the material requirements and specifications herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- a) If Vendor fails to deliver or provide correct Services within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide Services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such Vendor failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure. Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.
- 27) **FORCE MAJEURE:** Except as provided for herein, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 28) **COMPLIANCE WITH LAWS:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and the provision of Services hereunder, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 29) **TERMINATION:** Any notice or termination made under this Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated. The parties may mutually terminate this Agreement by written agreement at any time.
- a) The State may terminate this Agreement, in whole or in part, pursuant to the Paragraph entitled "Default," above, or pursuant to Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following
- i) Termination for Cause: In the event any goods, Services, or service furnished by the Vendor during performance fails to conform to any material specification or requirement of the Agreement, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraph 7), entitled "Limitation of Liability."

The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

ii) Termination for Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Services performed in conformance with the Agreement. In the event the Agreement is terminated for the convenience of the State the State will pay for all Services and work performed or delivered in conformance with the Agreement up to the date of termination.

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

31) SEVERABILITY: In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

32) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT: The Parties agree that the State shall be entitled to any and all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

33) ELECTRONIC PROCUREMENT: (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract. The E-Procurement fee does not normally apply to services.

a) Reserved.

b) Reserved.

c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Agreement. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

ATTACHMENT C: AGENCY TERMS AND CONDITIONS

RESERVED

ATTACHMENT D: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name	
Offeror's address	
Offeror's telephone number	
Ownership	<input type="checkbox"/> Public <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary <input type="checkbox"/> Other (specify)
Date established	
If incorporated, State of incorporation.	
North Carolina Secretary of State Registration Number, if currently registered	
Number of full-time employees on January 1 st for the last three years or for the duration that the Vendor has been in business, whichever is less.	
Offeror's Contact for Clarification of offer: Contact's name Title Email address and Telephone Number	
Offeror's Contact for Negotiation of offer: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name Title Email address and Telephone Number	

HISTORICALLY UNDERUTILIZED BUSINESSES

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

Pursuant to N.C.G.S. §§ 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Contact the North Carolina Office of historically Underutilized Businesses at 919-807-2330 with questions concerning NC HUB certification. <http://ncadmin.nc.gov/businesses/hub>

Respond to the questions below.

1. Is Vendor a Historically Underutilized Business? Yes No
2. Is Vendor Certified with North Carolina as a Historically Underutilized Business? Yes No

If so, state HUB classification:

ATTACHMENT E: COST FORM

The vendor shall complete the Cost Table below to provide a Base Offer: Including all required Hardware, Software, Setup, Interfaces, Testing, Training, Maintenance etc. services for WTCC.

Cost shall be firm for the contract period and inclusive of all requirements specified in this RFP.

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
One-Time Purchase for Completed System					
1	1	each	Immersive Law enforcement Training Simulator including installation, training and delivery	\$ _____	\$ _____
Year one (1) Cost					
1	1	each	System Service Support and Maintenance	\$ _____	\$ _____
Year two (2) Cost					
2	1	each	System Service Support and Maintenance	\$ _____	\$ _____
Year two (3) Cost					
3	1	each	System Service Support and Maintenance	\$ _____	\$ _____

Total Three (3) Years (System Service Support and Maintenance) Cost \$ _____

INCLUDE ANY DISCOUNTS IN UNIT COST AND SALES TAX

*Please list and describe potential software upgrades that may become available, and the costs associated with those updates.

Hardware and Software Upgrade* _____
 Add an additional Sheet if necessary.

ATTACHMENT F: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).

The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor.

The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

2) CONFLICT OF INTEREST

Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

3) E-VERIFY

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Vendors claiming exceptions or exclusions under Chapter 64 must identify the legal basis for such claims and certify compliance with federal law regarding registration of aliens including 8 USC 1373 and 8 USC 1324a. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

As a condition of contract award, awarded Vendor shall have registered its business with the North Carolina Secretary of State and shall maintain such registration throughout the term of the Contract.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with N.C.G.S. §143B-1361(b), Vendor must identify how it intends to utilize resources or workers located outside the U.S., and the countries or cities where such are located. The State will evaluate additional risks, costs, and other factors associated with the Vendor's utilization of resources or workers prior to making an award for any such Vendor's offer. The Vendor shall provide the following:

a) The location of work to be performed by the Vendor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Vendor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.

b) Any Vendor or subcontractor providing support or maintenance Services for software, call or contact center Services shall disclose the location from which the call or contact center Services are being provided upon request.

Will Vendor perform any work outside of the United States?

YES NO

ATTACHMENT H: REFERENCES

REFERENCES:

The Vendor shall provide three (3) references of customers utilizing the proposed solution fully implemented in a setting similar to this solicitation's scope of work. References within like North Carolina communities / industries are encouraged.

The Vendor should have implemented the respective proposed service within the last three (3) years. Customer references whose business processes and data needs are similar to those performed by the Agency needing this solution in terms of functionality, complexity, and transaction volume are encouraged.

For each reference, the Vendor shall provide the following information:

- a. Customer name.
- b. Customer address.
- c. Current telephone number of a customer employee most familiar with the offered solution implementation.
- d. Customer email address
- e. Time period over which each offered solution implementation was completed.
- f. Brief summary of the offered solution implementation.
- g. List of offered solution products installed and operational.
- h. Number of vendor or technical staff supporting, maintaining and managing the offered solution
- i. Number of end users supported by the offered solution.
- j. Number of sites supported by the offered solution.

**ATTACHMENT I: FINANCIAL REVIEW FORM
RESERVED**



**WAKE TECHNICAL COMMUNITY COLLEGE
ELECTRONIC SECURITY SYSTEM
DESIGN GUIDELINE
Version 2023-14-03**

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1.0 PURPOSE

The purpose of this document is to establish design criteria as it relates to the installation of electronic access control, digital security camera video and emergency communication systems for the campuses of Wake Technical Community College (WTCC). These guidelines are intended as design criteria for new construction projects throughout the existing campuses and any new campuses of WTCC. The current campuses are as follows:

- Southern Wake Campus – 9101 Fayetteville Road – Raleigh NC
- Scott Northern Campus – 6600 Louisburg Road – Raleigh NC
- Perry Health Sciences Campus – 2901 Holston Lane – Raleigh NC
- RTP Campus – 10908 Chapel Hill Road, Morrisville NC
- Public Safety Education Campus - 321 Chapanoke Road, Raleigh NC
- Western Wake Campus – 3434 Kildaire Farm Road, Cary NC
- Beltline Education Center – 3200 Bush Street, Raleigh NC
- Eastern Wake 4.0 - 5329 Rolesville Road, Wendell NC

2.0 OVERVIEW

The electronic security systems throughout WTCC are managed and maintained by ITS Network Infrastructure and Operations and monitored by the WTCC Campus Police & Security. The primary function of these systems is to protect the campus student population, staff members and the school's assets. The WTCC Campus Police & Security monitors the video systems and the Emergency Communication devices (Code Blue Phones) from each of the campuses. In addition to monitoring the systems, the WTCC Campus Police & Security responds to "call for help" over the emergency communication devices and any observed negative behavior. The electronic equipment and installation of sed equipment shall be in full compliance of the ITS Network Infrastructure and Operations and Campus Police & Security.

3.0 ACCESS CONTROL – SECURITY MANAGEMENT SYSTEM

3.1 OVERVIEW

The Security Management System (SMS) is the central component for managing and bridging physical security and electronic security. The SMS includes Physical Access Control such as card readers, door position switches (DPS), alarm monitoring, communication and situation reporting. The system also provides the regulation of access into certain buildings and secure areas by way of identification credentials.

The Access Control Security Management System (SMS) that is currently in use by WTCC is the C-Cure 9000 manufactured by Software House Incorporated. The system currently has the capability of a total of **2500 card readers**. Prior to the addition of any card readers for any facility at any campus, the designer shall contact ITS Network Infrastructure and Operations Department and verify that there is room on the SMS server for additional card readers.

3.2 GENERAL

All main SMS field interface panels (FIPS) shall be located in the IDF/IT/Telecom rooms and each one shall be connected to the WTCC network. These FIPS shall include card reader panels and I/O modules as required. Network I&O shall be notified prior to connecting any FIP to the WTCC network. Network I&O will provide the IP configuration information to the Integration Company installing the system. All FIP's shall be sized based on

the number of card readers that will be connected to them and shall be powered via a separate power supply manufactured by Software House Inc. with a minimum of 4 hours of battery back-up.

WTCC utilizes a MIFARE smart card with magnetic stripe. All new card readers shall have the capability of reading the secure sector of the MIFARE card. The original standard card readers currently being used by WTCC are the Software House SWH 4000 and SWH 4100 series (these models became End Of Manufacture in November 2021). Tyco announced the replacements as the SWH-6X000 series readers. As of January 2023 our Security Consultant under contract suggested we make our approved replacements as the Schalgé MT11-485 and MT15-485 if EOL or shipping delays effect time lines on the SWH 6x000 series readers. The .pdf file where Tyco announced the End Of Manufacture date can be found under the same folder structure as this Security Standards Guide.

3.3 SMS - MINIMUM ELECTRONIC SECURITY STANDARDS

The following are the minimum electronic SMS standards:

- There shall be a minimum of one card reader at the main entry point to the building. In the event there are two entry points into a common lobby area then a second card reader shall be added. The card reader shall work in conjunction with the ADA operator if applicable. If Applicable, the card reader shall be in addition to the Handicap Button on the exterior. During normal school hours if the doors are scheduled to be unlocked, the handicap button on the exterior of the building shall activate the operator and allow the door to open. After hours or when the doors are locked via the Security System, the handicap button on the exterior of the building shall not open the door unless a valid card is read on the card reader. Once a valid card is read, the electronic lock shall release and the handicap button shall have the capability to activate the handicap operator. The interior handicap button shall be wired so that any time the door is locked or unlocked the door operator will have the capability to open the door.
- Based on the design of the building and the user groups that will occupy the building, additional card readers may be required at additional entry points into the building. This information should be gathered during the initial design of any new or renovated building.
- Card readers shall be placed within the building where a secured separation of space between departments is required.
- Each Telecom/IDF/MDF and if applicable UPS room shall have a card reader.
- All exterior doors that lead directly into the main area or hallway of a building shall be prepped with raceway for future card readers and/or door position switches for monitoring purposes.
- All non-entry exterior doors: stairwell, mechanical rooms, electrical rooms, etc. shall be prepped with raceway for door position switches.
- All roof doors/hatches shall be prepped with raceway for door position switches. These doors/hatches shall be provided with door position switches for monitoring at all times.
- Locking hardware for all interior card reader doors shall be 24 VDC electrified mortise style locks with integral request to exit (REX) switch. These locks shall be either fail secure (electrically released) or fail safe (loss of power unlocks door) depending on the application. Keying information shall be provided by WTCC.
- Locking hardware for exterior doors and any interior doors where code dictates that it shall be a panic device, shall be 24 VDC panic type hardware with integral request to exit (REX) switch. Preference is that all panic hardware is either a RIM style device or Mortise style device and not a device that utilizes surface or concealed vertical rods. All exterior card reader doors shall be fail-secure and any doors that will be secured in a stairwell application shall be fail-safe as approved by the Local AHJ. Keying information shall be provided by WTCC.
- Exterior doors that are not entry points into the building or accessed by a card reader, shall be locked at all times from the outside (free egress). Any doors that will need to be unlocked during normal business/school hours shall have electrified hardware connected to the SMS and placed on a time schedule so that in the event of a "Lockdown" emergency these doors will electrically lock. No exterior

doors shall have the capability of being “dogged” down (unlocked) manually. This will defeat the Lockdown mode.

- All efforts shall be made so that no magnetic locks or electric strikes are used as a locking mechanism device for any card reader doors.

4.0 VIDEO – DIGITAL VIDEO MANAGEMENT SYSTEM

4.1 OVERVIEW

The Digital Video Management System (DVMS) shall provide management, control, recording, monitoring and reviewing of recorded video of IP based closed circuit television cameras within the facility. The DVMS system includes IP fixed lens security cameras strategically placed to monitor and record activity within and around a facility.

The DVMS that is currently in use at WTCC is the Complete View VMS manufactured by Salient Systems. This system is **currently** comprised of management and recording servers which are located in each building.

For new construction, the design will pull all management and recording servers into the Campus data center/MDF.

5.0 GENERAL

As of September 6th, 2022, the design for the IP based Security Camera network has changed. All recording servers will be collapsing back into the Campus Data Center/ MDF and all IP Security Cameras will go directly into production switches within the IDF closets on that floor. The recording server, software and licenses will be provided by the Security Integration Company. All Servers must be licensed as Enterprise and RAID 5. All licenses for cameras must be provided. There must be a 3-year MSA on server and software. Installers must be certified on Salient Systems The recording server will be networked on the Security Camera VLAN/Subnet. All cameras shall be connected to POE+ network switches and all cabling shall be cat6 or better. Network Services shall be notified prior to connecting any server to the WTCC network. Network Services will provide the IP configuration information to the Integration Company installing the system.

The WTCC Police Department shall be included in the initial design and location of the cameras that will be located within and around the facility and parking areas. The cameras will consist of fixed single lens IP cameras with the appropriate lens to cover the intended area. There shall also be multi-lens 180 degree and 360 degree IP cameras placed in strategic locations in lieu of any PTZ type cameras. These multi-lens cameras shall have the capability of having different focal length lenses which are movable and adjustable within the housing. Dual lens cameras are acceptable to use viewing corridors or other similar applications. Fisheye lens 360 degree cameras are also acceptable to use in common places such as lobbies.

All new cameras shall be IP based megapixel type cameras and shall be compatible with the Salient Systems DVMS.

Supported cameras by Salient System can be found at this URL -

<https://support.salientsys.com/knowledgebase/supported-camera/>

6.0 VMS - MINIMUM IP VIDEO CAMERA STANDARDS

The following are the minimum requirements for the location of the IP based video cameras:

- Each DVMS recording server that shall be sized to provide 30 days of on-line video storage. For the basis of design all cameras shall be recorded at 10ips based on motion detection.
- (As of September 6th, 2022 network switches will no longer be part of the design for Security
- There shall be a camera viewing every main entry area into a building where a card reader is utilized to gain entry.
- In the event there are two entrances into a lobby area or if the lobby area is designed such that is a large area to cover with a single lens camera then a 180 or 360 degree camera should be used.
- Cameras shall be strategically placed within the building at lobbies, common gathering areas, reception desks, cash collection points, elevator lobbies, entrances/exits from library areas, classroom area corridors and entrance points to any secure area within the facility.
- Cameras shall also be located to view the exterior of each IDF/MDF/telco room entrance door.
- 180 and 360 degree cameras shall be placed on the exterior of the building at a height of approximately 15' to 20' above the ground to view the surrounding areas of the building. These areas would include the main entry areas, emergency exit discharge points, areas of mustering and gathering, surrounding parking areas, any exterior secure areas and any areas outside the building where they may be a potential threat or risk.
- Parking garages shall have cameras placed at the entry/exit points viewing the cars as they enter the facility and as they exit the facility. Cameras shall also be strategically placed to view the vehicles path of travel (180 and 360 degree cameras are good options), each of the Code Blue Emergency Phones and elevator lobby areas.

7.0 PARKING GARAGE ENTRANCES/EXITS –

7.1 OVERVIEW

The parking garages that are a part of any WTCC campus are controlled by vehicle barrier type gates. The purpose is to control who can enter and when, so that unauthorized vehicles will not be granted access into the area.

8.0 GENERAL

The control of these gates will be by the access control SMS and not by a gate manufacturer software. There shall be conduit infrastructure and a card reader at all gate entry lanes and there shall be conduit infrastructure in place for future card readers on the exit lanes. The infrastructure for these shall be installed to the nearest IT or electrical room. Pedestals for the entry card reader(s) and future exit card reader(s) shall be provided as part of the barrier gate package.

There shall be two or three loops provided for each gate lane. Upon entry to the gate there shall be a presence loop so that the only way the badge reader will work is if there is a vehicle present on that loop. The second loop shall be a safety loop and the third loop shall be a closing loop. Depending on the recommendation from the gate manufacturer the second loop can act as both a safety and closing loop which basically will not allow the gate to close until after the vehicle has cleared the loop.

Exiting through the gate shall be free and not require an access card.

There shall be a camera and IP communication device at each gate location as described above.

1.0 DOCUMENT REVISIONS

Change Description	Date	
<ul style="list-style-type: none"> • Revised the Video chapter: <ul style="list-style-type: none"> - Noted Integrator provision of Salient server, software, and licensing - Noted ITS provision of the Cisco switch and Integrator install 	08/12/2021	Toth
Removed Emergency telephone poles	06/16/2022	Lessar
Page 8 Bullet #2. Network switches no longer needed for Camera design	9/06/2022	Fred Zahn
Page 7 under General. Switch is going away, and servers are collapsing back to MDF	9/06/2022	Fred Zahn
Changed all Blue Light to Code Blue phones.	9/6/2022	Fred Zahn
Added URL link to supported cameras by Salient Systems. Page 8	9/6/2022	Fred Zahn
On page 7 added server and license requirements	9/6/2022	Fred Zahn
On page 4 changed the card reader model per Danny P. Added models as replacements if EOL or shipping delays affect project timelines.	2/21/2023	Fred Zahn



**AUDIO-VISUAL SYSTEMS
GENERAL STANDARDS & GUIDELINES**

**Prepared For
Wake Technical Community College**

**Prepared by Information Technology Services Audio-visual
Department**

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SECTION 1 - Version Revision History

Version	Change Description	Date	By
0	Initial Document	08/01/2019	ITS-AV
1	<ul style="list-style-type: none">Revised formatting updated technical specification	05/19/2020	ITS-AV
2	<ul style="list-style-type: none">Revised formatting update, HyFlex equipment list	02/25/2021	ITS-AV
3	<ul style="list-style-type: none">Updated Table of Contents to reflect the HyFlex list and to correct chapter numbering	08/05/2021	Toth
4	<ul style="list-style-type: none">Update to remove Crestron and adjust	02/21/2022	Unitis
5	<ul style="list-style-type: none">Update to lectern standards	03/22/2022	Unitis

SECTION 2 - INTRODUCTION

The purpose of this publication is to ensure that all audio-visual facilities are designed and constructed to the standard as set by WTCC ITS/AV (Information Technology Services/Audio-Visual). These guidelines shall be used as the standard to which the facilities shall be designed or updated over time. Where these standards cannot be met, consultation during the design stage, and prior to the commencement of any construction work, with WTCC Information Technology Services staff, must be undertaken.

This publication details the physical, programming and security requirements for the audio-visual equipment to be used in classrooms, meeting rooms, PC labs, lecture auditoriums, and any other spaces designated to receive A/V based technology. WTCC ITS/AV notionally endorses the INFOCOMM, Audio-Visual/Information Technology Infrastructure Guidelines for Higher Education as a companion document subject to the specifics of the WTCC ITS Audio-Visual Specifications.

SECTION 3 - DEFINITIONS

ITS – WTCC Information Technology Services, Audio-visual (AV) Engineer or authorized representative

ADA – Americans with Disabilities Act

AFF – Above Finished Floor

ANSI – American National Standards Institute

Audio-visual Integrator – Any person or company commissioned by WTCC to perform work on WTCC audio-visual systems other than WTCC ITS AV staff

Dante – Digital Audio Network Through Ethernet is a combination of software, hardware, and network protocols that deliver uncompressed, multi-channel, low-latency digital audio over a standard Ethernet network using Layer 3 IP packets

DSP – Digital Signal Processor

EDID – Extended Display Identification Data is a data structure provided by a digital display to describe its capabilities to a video source (e.g., graphics card or set-top box). It is what enables a modern personal computer to know what kinds of monitors are connected to it.

HD Base T – promoted and advanced by the HD Base T Alliance, is a consumer electronic (CE) and commercial connectivity standard for transmission of uncompressed high-definition video (HD), audio, power, home networking, Ethernet, USB, and some control signals, over a common category cable (Cat5e or above) using the same 8P8C modular connectors used by Ethernet.

HDCP – High-bandwidth Digital Content Protection is a form of digital copy protection developed by Intel Corporation to prevent copying of digital audio and video content as it travels across connections

HDMI – High-Definition Multimedia Interface is a proprietary audio/video interface for transmitting uncompressed video data and compressed or uncompressed digital audio data from an HDMI-compliant source device, such as a display controller, to a compatible computer monitor, video projector, digital television, or digital audio device

Info Comm (AVIXA) – Professional audio-visual and information technology trade association

IP Base T – Internet Protocol based connectivity like HD Base T but can connect devices over gigabit IP networks instead of dedicated connections.

NFPA – National Fire Protection Association (National Fire and Electrical Code)

POE – Power over Ethernet

RU – Rack unit equivalent to 1.75 inches of vertical space in an AV rack

SANS – Institute for information security training and information security standards

SDVOE – Software Defined Video Over Ethernet

TIA – Telecommunications Industry Association

SECTION 4 - COMPLIANCE AND REFERENCES

4.1 Industry standards, guidelines, and best practices (InfoComm):

- INFOCOMM, AV/IT Infrastructure Guidelines for Higher Education
- ANSI/INFOCOMM 1M-2009, Audio Coverage Uniformity in Enclosed Listening Areas
- ANSI/INFOCOMM 2M-2010, Standard Guide for Audiovisual Systems Design and Coordination Process (Project Management process)
- ANSI/INFOCOMM 3M-2011 Projected Image System Contrast Ratio
- ANSI/INFOCOMM 4: 2012 Audiovisual Systems Energy Management
- ANSI/INFOCOMM V202.01:2016, Display Image Size for 2D Content in Audiovisual Systems
- AV Design Reference Manual, from INFOCOMM International.
- Audiovisual System Design and Coordination Components, from INFOCOMM International.

4.2 Quality Management is guided by The Association for Quality in Audio-visual Technology (AQAV, and that association's standard):

- AV 9000:2012 Quality Management System Conduit, pathway, and dedicated equipment room considerations
- ANSI/TIA-569B Commercial Building Standard for Telecommunications Pathways and Spaces

4.3 Acoustical guidelines for classrooms, consult:

- ANSI/ASA S12.60; Acoustical Performance Criteria, Design Requirements, and Guidelines for Schools

4.4 Intelligibility of sound systems and public address systems:

- NFPA 72; National Fire Alarm and Signaling Code

4.5 Further Reference

- 2010 Standards for Accessible Design, Americans with Disabilities Act

- Davis and Davis, 1987 “Sound System Engineering”
- Giddings, 1990, “Audio Systems Design and Installation”

SECTION 5 - PHYSICAL REQUIREMENTS FOR AV SYSTEMS

5.1 Equipment Racks

Audio-visual equipment is typically mounted in standard 19-inch racks. Racks shall be provided with a minimum clearance to the front, rear and one side of 36 inches unless wall mounted. All equipment, where possible, shall have rack ears for mounting. If equipment is not suitable for rack mounting a minimum of a 1RU shelf from the manufacturer of the shelved equipment shall be provided to appropriately support each piece of equipment.

Rack design shall allow for only a maximum of 80% fill to accommodate future growth, as well as proper air flow and heat exhaustion. For example, if it is a 10U rack, only 8U may be used for design fill.

A suitable number of 120V AC rack mounted power conditioners with power overload switches shall be supplied as needed. Power conditioners shall have no more than 80% of load designed so that a 15A unit shall have a maximum 12A load and so on. Load calculations are to be included in all project designs along with BTU calculations for each rack assembly.

Racks installed in cabinetry shall have rear access in the form of a lockable door; the lock shall adhere to the AV standard core (100T). All cabinets shall be keyed alike with at least 2 keys for each rack installed shall be provided to WTCC ITS AV.

Where rear access cannot be provided, the cabinet must allow for a sliding rack to be easily mounted for servicing. There must be sufficient width and depth (clear of obstructions such as hinges) for the rack and loop of cables.

5.2 Lecterns

Lecterns typically shall be specified and/or provided by WTCC ITS AV, or other representative department of WTCC, under the direction and/or consultation of WTCC ITS AV.

Audio-visual equipment shall be mounted in suitable 19-inch-wide racks, within the lectern assembly and shall be decided during the design consultation process.

Any lectern design shall include a lockable, hinged, enclosed, rear cabinet section and an opened fronted cabinet section, with or without a door. Any lockable section shall be keyed alike and restrict unauthorized access. In lieu of rear cabinet access, a lockable, hinged, enclosed rack cabinet on casters is appropriate upon ITS AV's approval.

Suitable cable paths throughout a lectern shall be provided. Final lectern bench design shall be decided during the design consultation process. The audio-visual integrator shall supply three external audio-visual inputs installed in a covered pocket or cubby. Power and network outlets shall be supplied inside the lectern cabinet space and where possible, shall run out of a plenum wall or floor box. Wall outlets shall be positioned 18 inches AFF. A cable path shall have sufficient capacity to accommodate all signal cables and future expansion. All cables coming from the wall, when in a common path of travel shall be dressed inside of a floor covering/track-style system to alleviate tripping hazards. Any floor coverings should cover all AV related cabling from the wall to the lectern. All floor coverings shall terminate to either the left or right of the lectern. No terminations shall be made in the center of the lectern.

5.3 Ventilation

Regardless of location, there must be sufficient ventilation (air flow) to prevent unacceptable temperature rise.

Ventilation, air flow and equipment operating temperature shall require consideration when designing the physical layout of the active equipment in the AV rack to prevent unacceptable temperature rise.

Recommended ventilation is an air inlet grill in the front and rear doors and an outlet penetration in the cabinet top. Should an outlet penetration in the cabinet top not be possible, in consultation with WTCC ITS AV, a grill shall be mounted as high as possible on either side of the rack cabinet suitable with provision for an internal fan connected to a thermostat switch that shall not allow ambient temperature of the internal rack space to exceed 85 degrees Fahrenheit.

Mechanical devices, such as fans, located at a lectern or close to teaching positions, shall be quiet enough not to distract users of the space. Noise should be no louder than 30 dB at 1m from the AV Rack.

5.4 Room Layout

The lectern shall be positioned in a suitable location in consultation with WTCC ITS AV.

Any final lectern position shall allow a gap of 48 to 60 inches between the front wall and the lectern, in compliance with ADA regulations. The final lectern position will allow a minimum of 36 inches between the lectern and student desks to allow for ITS to access the AV equipment.

See Info Comm, AV/IT Infrastructure Guidelines for Higher Education for recommendations for sightlines, viewing angles, image heights and other critical room design considerations.

Alternative room layouts shall be considered where proper in consultation with WTCC ITS AV and decided during the design consultation process.

5.5 Projection Surfaces

Projection screens for single screen and dual screen projection installations will require ITS AV approved ambient light rejection material.

5.5.1 Single Screen Projection

Data projector images and/or screens shall be offset to the side furthest from the lectern and positioned either flush with ceiling or above the whiteboard assembly as close to the ceiling as possible. Drop down screen mounting brackets shall be installed at a minimum of 6 inches of the wall. Wall mounted screens shall include a backing board, spanning the entire length of the screen case. Final screen position shall be decided during the design consultation process. Any variation to this shall not be accepted without written permission by WTCC ITS AV prior to installation.

5.5.2 Dual Screen Projection

Dual-screen projection screens shall be mounted as close as practically possible to either side of the room center line and positioned either flush with ceiling or above the whiteboard assembly as close to the ceiling as possible. Dual-screen projection screen mounting brackets shall be installed at a minimum of 6 inches of the wall. Wall mounted screens shall include a backing board, spanning the entire length of the screen cases. Final screen positions shall be decided during the design consultation process. Any variation to this shall not be accepted without written permission by WTCC ITS AV prior to installation.

5.5.3 Projectable Dry Erase Wall Coverings (No formal screen)

Wall coverings that are specifically suitable for projection images and are additionally suitable for dry erase markers such as Matt Rite or Project Rite by Koro seal. Alternative products may be

considered but shall not be accepted unless written permission with relevant data sheet is supplied to the WTCC ITS AV before installation. The projection surface shall be unobstructed, i.e., no power or network outlets, light switches etc., in this area.

The final dimensions of any projection area shall be decided by WTCC ITS AV during the design consultation process.

5.5.4 Display Devices

All display devices must have a minimum native resolution of 1920x1080 and an aspect ratio of 16:9 with the only exception being for ultra-short throw projection, which may have a lower resolution of 1280x720. Any display slaved to an ultra-short throw must be of the same aspect ratio.

Display devices must be HDCP compliant.

5.5.5 Multimedia Projectors

Multimedia projectors are to be laser projectors and shall be as specified by WTCC ITS AV. The projector shall be installed at a distance from the screen so as the projected image shall completely fill the screen with the projector's zoom range at a center setting. WTCC ITS AV has a preferred range of models of projectors and any variation to this shall not be accepted unless written permission is supplied by WTCC ITS AV before installation.

5.5.6 Multimedia Projector Ceiling Mount

Multimedia projector ceiling mounts must be of a suitable, high quality, professional grade, universal product. Final choice of bracket shall be at the discretion of WTCC ITS AV. The provided mount shall have a white, or black powder coat finish, with a locking arm that secures the projector to the base plate. The projector mounts adjustable settings are to be firmly tightened.

Projector ceiling brackets shall be mounted as per the manufacturers' specifications and all state and local building code.

One projection dampening system shall be required for every five projectors installed.

5.5.7 Flat Panel Displays

All flat panel displays shall have RS-232 connection capability. Manufacturer's bi-directional control protocol shall be supplied with the specifications prior to installation. Any alternative and final panel selection shall be decided at the discretion of WTCC ITS AV.

5.5.8 Flat Panel Display Mounts

Flat panel floor, wall, or ceiling mounts shall be installed as per the manufacturers' specifications and shall be of a high-quality professional grade unless an alternative product is approved by WTCC ITS AV prior to installation. Wall mounted flat panel display mounts shall allow for the monitor to be serviced at the rear without removing the monitor from the wall. Flat panel display mounts shall be mounted as per the manufacturers' specifications and all state and local building code.

Backing for wall mount displays shall be minimum 3/4" CDX grade or better plywood in steel stud construction. Mounts shall be fastened with lag screws into wood studs or lag shield anchors into solid concrete.

Final product selection and mounting position shall be decided during the design consultation process and any variation to this shall not be accepted unless written permission is supplied to WTCC ITS AV before installation.

SECTION 6 - AV CONTROL AND SWITCHING

6.1 AV Control

WTCC ITS AV control equipment is based exclusively in Extron control systems unless otherwise specified by WTCC ITS AV. Should a design require a control product not able to be supplied by Extron, any variation shall not be accepted unless written permission with relevant data sheet is supplied to WTCC ITS AV before the design is approved and installation can be arranged.

6.2 AV Switching

WTCC utilizes Extron switching equipment for typical spaces. Any space designated to be converted from analogue to digital, or configured to output High-Definition, shall require the use of a HDCP compliant switcher. Minimum switcher capabilities shall include:

- HDCP compliance with full key management on all inputs and outputs.
- EDID management
- Scaling/frame rate conversion
- HDMI audio embedding and de-embedding
- 1920x1080@60Hz
- Color space management

Spaces requiring more switching capability that cannot be provided through a listed solution must be approved by WTCC ITS AV prior to installation.

6.3 Audio

Any audio system, program, playback, speech reinforcement, or a combination of both shall be individually specified per space in consultation with WTCC ITS AV during the design process.

Special attention should be given to any speech reinforcement system and shall be independently designed and configured for each individual space. Audio systems capable of program playback and speech reinforcement shall consist of suitable front of house low impedance speakers supplemented with 70v flush mounted ceiling speakers suitably positioned throughout the space, to ensure uniform audio at each seat. The final size and position of all speakers shall be decided in consultation with WTCC ITS AV during the design process.

Wall-mounted speaker brackets shall allow for speaker adjustment both horizontally and/or vertically and allow the speaker to be physically locked into position.

Ceiling speakers shall be securely mounted to ceilings. Added support shall be provided across ceiling T-bar rails, or other manufacturers supplied mounting bracket(s), as needed.

The number and style of microphones (hardwired or wireless), audio processing/mixers, including digital sound processors (DSP), and amplifiers shall be at the discretion of WTCC ITS AV.

All products shall be individually specified for each space in consultation with WTCC ITS AV during the design process. The audio system in each space shall need to be individually tuned to maximize audio output.

All unbalanced audio signal runs greater than 6 feet shall be converted to a balanced audio signal. Unbalanced line-level runs shall only be accepted in consultation with WTCC ITS AV. All microphone cable runs shall be fully balanced XLR without exception. Audio reinforcement amplifier needs shall be separated.

NOTE: Special consideration should be given to any venue which may include video conferencing

6.4 Source Equipment

All playback, Apple and PC based source equipment shall be individually specified for each space in consultation with WTCC ITS AV during the design process. Typically, these units are readily and easily assessable to all users and may require added mechanical or electronic security measures as considered suitable by WTCC ITS AV.

6.5 Video Conferencing

WTCC ITS AV has identified several key aspects required for the design of all video conferencing facilities within the college system. These design requirements are based on the technical aspects of the video conferencing system and the room environment.

A high-quality omnidirectional table microphone is the standard. In rooms where a table microphone is not suitable, ceiling microphones may be used; however, care must be taken to keep them physically separated from air conditioning outlets, lighting fixtures and existing cameras.

The lighting in all video conference spaces shall require special consideration and design to ensure a high-quality image from the camera. Every effort should be made to remove or restrict any light bleeding into the room from windows, glass doors/wall, etc. Blackout and/or perforated blinds are to be used but shall require consultation with WTCC ITS AV during the design process.

Additional consideration to ensure a positive video conference experience includes the type of video conferencing system, display size, camera position, furniture design, color selections, room size, signage (including WTCC branding), etc.

6.6 Web Based Collaboration Solution

WTCC has standardized Microsoft TEAMS as the web based/soft video conferencing solution. Dedicated hardware shall be required in teaching spaces or meeting rooms which offer web collaboration through Microsoft TEAMS, or other collaboration software to ensure a good user experience.

For small meeting rooms and teaching spaces which seat no more than 12 people a USB webcam and echo cancelling speakerphone is recommended.

For Medium to large meeting rooms and teaching spaces a dedicated DSP with AEC should be used along with high quality speakers and high-quality microphones. Speakers and microphones shall provide enough coverage so both parties can hear each other clearly with no echo. For video a high quality, high-definition camera shall be used so participants can be seen clearly at the far end.

Lighting and Shades

Lighting and shade control shall not integrate with the AV control system without a written submittal approved by Wake Tech ITS AV.

6.7 Lecture Capture

Lecture capture facilities are required in some of WTCC's teaching spaces. Additional video and audio inputs to lecture capture equipment shall be decided during the design consultation process.

6.8 External AV Input Plates

Suitable AV input plates shall be specified by WTCC ITS AV. The contractor may supply an alternative manufactured plate with prior approval from WTCC ITS AV.

6.9 Network and Security Infrastructure Requirements

Registration of devices shall be managed through WTCC ITS AV. All devices when deployed shall have the latest available firmware installed and documented along with serial numbers and MAC addresses of each installed device. Non-approved ITS data switches of any kind are not to be used in any project unless expressly pre-approved in writing by the I&O Team Manager or Director. The use of IP Base T, IP Video, DANTE, or other Network audio/video design protocols may be considered if the necessary infrastructure is in place and is pre-approved by WTCC I&O Team Manager or Director.

SECTION 7 - AUDIO-VISUAL SYSTEMS CABLING INSTALLATION SPECIFICATIONS

7.1 CABLING

All cabling shall be neat and secure (reference to AVIXA/INFOCOM). Where equipment is mounted on slides, sufficient cable length shall be supplied to enable the item to be withdrawn to the limit of the slides while still being fully operational and without stress on cables or connectors. Typically, cables terminating at the equipment racks or lecterns shall have 10ft whips provided.

Attention shall be given to plenum rated installation to make sure the proper cable type is used such as riser rated versus plenum rated. The contractor is responsible for verifying the installation requirements.

- Velcro shall be used to secure cabling at racks
- Any in-ceiling cabling shall be suspended above ceiling tiles on J-hooks or cable tray. Any other method used to secure cables requires approval by a member of WTCC ITS AV.
- At least one pull string must run from the AV rack to the ceiling space.
- All connections shall be of an industrial standard. Connectors terminated on site shall be of a high-quality and professional standard.

7.2 Cable Labeling

All cables must be labelled within 2 inches of the connector with a printed self-laminating label indicating origin and destination. The AV integrator is responsible for supplying and installing proper labels for cables in a rack.

For example, HDMI input A of a projector should be labeled 'Input A'. Output 3 of HDMI 2 should be labeled 'HDMI 2 Out 3 to PROJ Input A'.

Masking tape, insulation tape and handwritten with permanent pen must not be used for final labels and shall not be accepted.

On completion of the works, an accurate cable schedule must be provided to WTCC ITS AV department for archiving.

7.3 Audio-visual Cable Specifications

The following cables are considered acceptable for WTCC audio-visual installations for in-room use only. Substitutes or any non-specified cable types must be approved before installation by submitting data sheets to WTCC ITS AV.

Type	Description	Manufacturer
HDMI	HDMI1.4 rated	Extron, Liberty
HDMI Fiber Hybrid	HDMI1.4 rated	Liberty, FSR
Audio	Speaker cable 12-2 through 18-2	West Penn, Belden, Liberty
USB3.0 Hybrid	Thunderbolt	Corning
USB3.0 Hybrid	Active Extension	Digitalin
Data	CAT6STP, CAT6UTP, CAT5E UTP	Liberty, West Penn, Belden, CommScope
Audio	12-2 through 18-2 speaker cabling	West Penn, Belden, Liberty
Audio shielded	18/2 OAS through 22/2 OAS	West Penn, Belden, Liberty

Note: For all WTCC Network cabling standards, please refer to their design guidelines.

SECTION 8 - ADA COMPLIANCE AND INTEGRATION

8.1 Hearing Augmentation

The supply and installation of any hearing augmentation system into a teaching space shall comply strictly with the following:

- ADA Standards for Accessible Design
- RF receivers with a minimum of 95% coverage
- 1 RF receiver for every 50-person room up to 500 persons (room uses shall decide adequate number of devices needed for each building)
- Custom rack plates to allow for quick deployment in classrooms shall be implemented in classroom rack
- Test results for audit purposes that the installed system meets or exceeds the current standards

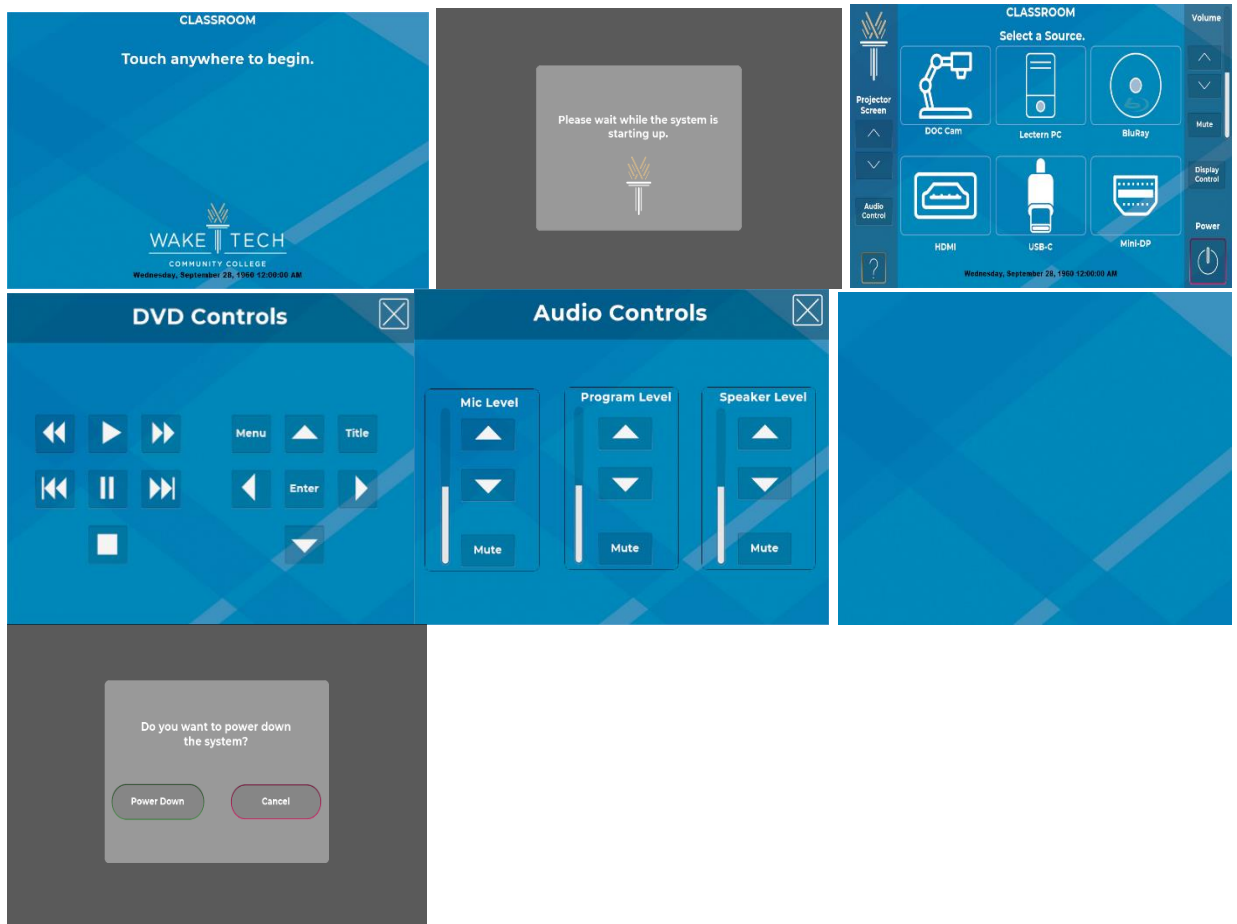
8.2 Mounting Heights for Visually interactive devices

Acceptable height of 54-inches is allowed if it is side approachable. Otherwise, the maximum height of 48- inches applies. A balance box is acceptable also (which shall allow user high adjustments). Care must be given to height, and protrusion, in a path of circulation.

SECTION 9 - SYSTEM PROGRAMMING

9.1 Manufacturer Specific

Extron or ITS AV approved manufacturer programming shall allow for easy and logical user system operation. The touch panel layout and graphics/fonts are to resemble the format displayed in the following example:



Please note that a warm-up and cool-down popup page must be displayed when a lamp-based projector is being turned on and off. This popup displays progress in terms of a second based countdown and progress bar graph. All system user interfaces must be approved by WTCC and adhere to WTCC supplied graphics.

All complete programs in un-compiled format, iPad modules and graphics files must be supplied to the college on a USB memory stick or agreed upon cloud storage at practical completion.

9.2 Extron Global Viewer Enterprise Pro

All Extron systems shall be capable of following minimum requirements:

- All Extron hardware devices
- Video input sources
- Displays
- All controlled
- Devices Asset Parameters
- Power State
- Display usage hours and/or projector lamp hours
- Input source usage hours
- Display source selection Control Methods
- Display on/off control

9.3 Extron Configured Devices

Extron configured devices shall have a copy of their configuration files saved as part of the project record and submitted to WTCC ITS AV as part of the commissioning process.

9.4 DSP

DSP configured devices shall have a copy of their configuration files saved as part of the project record and submitted to WTCC ITS AV as part of the commissioning process.

9.5 Hardware Administrative Rights

Hardware shall be programmed with WTCC ITS AV having full administrative rights over all system components.

9.6 General Guidelines

The audio-visual integrator shall install all equipment for the teaching space audio-visual system as outlined throughout this scope of work/specification and College supplied system block line diagram. All work shall be completed to a high standard with a fully functioning audio-visual system handed over at completion of the project:

- Following AV industry best practices, all mounting hardware shall be a minimum Grade 5 hardware. All load calculations shall use a minimum 5x safety factor so that each fastener can carry the load of the object by itself plus the redundant anchors. Utilize fasteners that are rated for overhead use where needed. Prior to installation, all anchors shall have their specifications sheets approved by the project structural engineer.
- UNL ITS AV shall supply all network connections in the form of a POE port.
- Audio shall be free of any undesired noise. Exact speaker positions shall be based on a practical determination of best sound coverage from the front of house (key decision factors being careful consideration of room layout, sound obstructions, and dispersion properties of speakers).
- Video/Data projection shall be free of any hum bars, shimmer, flicker, ghosting, or any other undesired artifacts, up to the native input resolution of the projection device.
- Plates, controller, screen, duct or conduit, speaker brackets, projector bracket and wall equipment cabinet shall be installed square, flush and level. The mounting screws/washers/bolts used to fix a specific item shall be a minimum Grade 5 or better and be matching for that specific item type.
- Audio-visual integrator provided ceiling cutouts for a projector ceiling mount pole shall be neatly cutout with a diameter no greater than 0.25inch of that of the pole itself.
- Equipment racks - refer 5.1.
- In consultation with UNL ITS AV, supply adequate power to the projector, lectern, and projection screen. A typical ceiling mounted double GPO shall be installed at the projector with a double GPO provided to the cabled end of the projection screen (ideally within ceiling cavity where possible) and two double GPOs to the lectern. All circuits shall be linked to a common earth. All electrical works shall be provided by a licensed electrician and completed to NFPA 72 and any other relevant US Standards. Final number of power outlets to be decided during the design consultation process.

SECTION 10 – COMMISSIONING

The audio-visual integrator must supply the college with a commissioning schedule/program before commencement of the project. The commissioning schedule must be approved by the college before the contractor fully commissions the system/systems. All necessary equipment used by the audio-visual integrator to test and commission the system must be outlined in its provided commissioning schedule/program. For example, it would be expected that video signals would be tested/commissioned using a color bar graph generator as minimum for that signal type.

10.1 Inspection and Testing

The college may throughout an installation inspect and undertake QA assessment of the works performed. Any inspection shall be arranged prior and in consultation with the audio-visual integrator and shall not interfere with works being carried out on site.

Following practical completion of the works the audio-visual integrator shall perform a full system test of all supplied equipment, operating functions, and connectivity in the presence of WTCC ITS AV as part of system handover. This shall be aided by WTCC ITS AV by supplying a detailed checklist to follow. Part of this testing and commissioning phase, WTCC ITS AV shall also conduct a detailed test of the system that shall be documented into a defect, issues and improvements check list to be followed up within 5 days of handover to the integrator.

10.2 Operator Training

The audio-visual integrator shall conduct or supply a structured training session for all WTCC end users and WTCC ITS AV on system operation. This training session shall take place at the final handover stage of the project. The number of hours involved shall vary depending on the project and shall be agreed to prior to the commencement of any installation.

10.3 Project Documentation

All applicable project documentation shall be provided by the audio-visual integrator at handover. The project documentation shall contain:

Section 1: A complete easy reference list of service contact details for each supplied equipment component in the system. This list shall also include service contact details for the audio-visual integrator (standard working hours and out of hours service contacts).

Section 2: All equipment manuals, software and warranty details supplied from the Manufacturer.

Section 3: A copy of the 'As Built' system block line diagram. There shall be one soft copy and one hard copy (minimum size D hard copy).

Section 4: A complete unprotected and un-compiled copy of the Extron program shall be supplied on a USB memory stick Panel'.

Section 5: A complete list of supplied equipment with reference to what room each item is located. The list shall include item make, model, description, serial number, MAC address and IP address.

10.4 Warranty, Service Support

All equipment supplied under the audio-visual contract must be guaranteed free of defects in hardware and software arising from faults in materials or poor workmanship/programming for at least 12 months from the date of practical completion of the works covered in the contract or agreement.

This warranty must cover a guaranteed faulty equipment service call out response time of 24 hours (within the working week). All reasonable efforts must be made by the audio-visual integrator to have faulty equipment repaired and returned to WTCC within 5 working days. As part of a faulty component service call

out, the audio-visual integrator is required to temporarily install a WTCC supplied replacement to any faulty component, ensuring teaching space audio-visual system down time is kept to an absolute minimum.

The audio-visual integrator shall be responsible for all deinstallation, RMA requirements, labor cost, transportation of equipment cost to and from WTCC Campus, shipping, receiving, and reinstallation of equipment during the 12-month warranty period.

SECTION 11 - HARDWARE LIST PER PROJECT TYPE

11.1 Typical Classroom

Item	Qty	Manufacturer	Part #	Description
Controller	1	Extron	60-1562-02	TLP Pro 725T- 7" Tabletop TouchLink Pro Touch panel
Lectern Cable Cubby	1	Extron	60-1399-02	Cable Access Enclosure for AV Connectivity and AC Power
Video	1	Extron	IN1808 DTP 60-1615-01	Input 1 Display – Display Port – PC Input 2 HDMI – Doc Cam or Blu-Ray (if needed) Input 3 HDMI – Laptop (Cubby) Input 4 HDMI – HDMI (Cubby) Input 5 HDMI – Mini DP (Cubby) Input 6 HDMI – USC-C (Cubby)
Lectern	1	Custom Millwork or Spectrum Ind.	Custom Built Millwork OR Spectrum Freedom XRS Elite OR Spectrum Honors	Custom Millwork - 19 standard rack units, 38 rack units with optional rear rack rail, side locking door and Flip-Up Shelf Spectrum Freedom XRS Elite – Rack cabinet, keyboard tray, medium overbridge insert panel to be installed on one side of lectern on same side as the rack cabinet, flip up shelves on both sides, 1 or 2 thru desk monitor arms depending on room type Spectrum Honors – flip up shelf on both sides, monitor arm thru desk fixed, rack cube, power module, overbridge panel
Power Conditioner	1	Tripp Lite	ISOBAR12Ultra	12 outlets – 10 rear and 2 front
Processor	1	Extron	IPCP Pro 250	Ethernet-enabled control processors
Amp	1	Extron	XPA-2001	Mono 70/100 V Amplifier - 200 Watts
Speakers	4-8	Extron	SF-26CT	Sound Field XD 6.5" Two-Way Ceiling Speaker with 8" Composite Back Can and 70/100 V Transformer
Projector	1	Epson	L530U	Laser Projector
Document Camera	1	Epson	DC-21	
Screen	1	DA-Lite	Model C with CSR 16:9 96X54	Contour/Cosmopolitan

Network Switch	1	Cisco	3560 CX POE+	1-2 Student 3-6 AV 7. Student 8. Phone/FS 9-12 AV 13. Config Port 14. Feed
Misc. Cables	1			Cables for the cubby HDMI, Mini Display, Cat 6, USB-C
Projector Mount	1	Premier	PBC-UMS	Universal projector mount with integrated coupler
*Voice lift (for large classrooms only)	1	Extron	42-266-03	For use in larger classrooms requiring voice lift. Classrooms will be chosen by ITS AV Team.
Projector Screen	1 or 2	Da-Lite		Ambient Light Rejection Screen

11.1.A Hy Flex Classroom (additional to typical classroom requirements)

Item	Qty	Manufacturer	Part Number	Description
Video	1	Huddle Cam HD	SimplTrack2	Auto PTZ tracking HD camera
Hardware	1	Huddle Cam HD	HCM-2-XX	Camera Wall mount
Audio	1	Biamp	DeVito DCM-1 White	Beam tracking pendant microphone, white
Audio	1	Biamp	DeVito SCR-20C White	Conferencing hub and microphone; includes DeVito SCR-20 hub and one DCM-1 pendant microphone, white (quantity 1-5)
Hardware	1	Aver	PTCVBU110	video interface converter - HDMI / USB
Hardware	1	Tripp Lite	37332199713	USB 3.0 SuperSpeed Active Extension Repeater Cable (USB-A M/F), 20 m (65 feet)
Video	1			50' network cable (Huddle Camera) to network switch
Video	1			3' HDMI Cable Switcher Output to Aver video converter
Audio	1			RCA Cable Line Out from DeVito to Switcher
Hardware	1	Extron	42-298-01	The UCS 900 Series are Fiber Optic SuperSpeed USB- Extenders that extend USB data signals from peripheral devices to a host computer over fiber optic cable.

11.2 Conference Rooms

Manufacturer	Part Number	Description	Quantity
Larger Size Room Standards			

Dell	C861QT	86" Model	1
Liberty	E-UCM-HDM-10F	10' USBC-HDMI	1
Kramer	C-MHM/MHM-10	HDMI cable	1
Kramer	C-MHM/MHM-6	6' HDMI	2
Liberty	E-MDPM-HDM-10	10' MDP-HDMI	1
	Misc.	Parts, Floor cover	1
Extron	60-1588-52	RX for Table TX	1
Shure	MXA910W-60CM+P300	Ceiling array mic and Mic mixer	1
Extron	70-212-01	MBU123	2
Logitech	960-001105	BRIO ULTRA HD PRO WEBCAM	1
Extron	60-1626-52	4 Input HDMI Switcher with DTP out	1
Extron	60-1588-52	DTP2 Receiver/Switcher	1
Extron	60-1737-14	Sound Bar	1
Extron	70-1046-02,60-1697-01,70-090-11	Cable Cubby 700 with power mod	1
Dell		Micro PC determined by ITS I&O or P&I	1
Dell		Wireless Keyboard and mouse	1
West Penn	254246F	Cat 6 Shielded	300
Balance Box	Dynamo™ 650	Height adjustable mount up to 362 lbs. for 86" & 75"	1
Balance Box	481A19	Adapter plate	1
Balance Box	Misc.	Parts	1
Medium Size Room Standards			
Dell	C7520QT	75" Model	1
Logitech	960-001101	Logitech Meetup	1
Extron	60-1626-52	4 Input HDMI Switcher with DTP out	1
Extron	60-1588-52	DTP2 Receiver/Switcher	1
Extron	60-1737-14	Sound Bar	1
Extron	70-1046-02,60-1697-01,70-090-11	Cable Cubby 700 with power mod	1

Dell		Micro PC determined by ITS I&O or P&I	1
Dell		Wireless Keyboard and mouse	1
West Penn	254246F	Cat 6 Shielded	300
Balance Box	Dynamo™ 650	Height adjustable mount up to 362 lbs for 86" & 75"	1
Balance Box	481A19	Adapter plate	1
Balance Box	Misc.	Parts	1
Small Size Room Standards			
Dell	C5518QT	55" Model	1
Logitech	960-001101	Logitech Meetup	1
Extron	60-1626-52	4 Input HDMI Switcher with DTP out	1
Extron	60-1588-52	DTP2 Receiver/Switcher	1
Extron	60-1737-14	Sound Bar	1
Extron	70-1046-02,60-1697-01,70-090-11	Cable Cubby 700 with power mod	1
Dell		Micro PC determined by ITS I&O or P&I	1
Dell		Wireless Keyboard and mouse	1
West Penn	254246F	Cat 6 Shielded	300
Balance Box	Dynamo™ 400H		1
Balance Box	481A19	Adapter plate	1
Balance Box	Misc.	Parts	1
*****Electrical Outlets, Network Cabling, plus Wall Reinforcement are outside A/V vendor scope. *****			

- Wake Tech shall supply a PC for installation.
- Define functionality and programming (ITS AV testing and input during installation/ setup/functionality is as needed)
- WTCC receives all programming details/code

EXHIBIT 3: DESIGN LAYOUT

