



STATE OF NORTH CAROLINA

North Carolina A & T State University

Request for Quote #: 59-6657

Full Motion VR Simulator

Date Issued: September 29,2023

Quote Due Date: October 18,2023

At 2:00 pm ET

Direct all inquiries concerning this RFQ to:

Jean Griffin Warren

Procurement Specialist

Email: jgriffinwarren@ncat.edu

Phone: 336-285-2983



STATE OF NORTH CAROLINA

Request for Quote

59-6657

For internal State agency processing, including tabulation of Quotes, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your Quote.
Failure to do so shall be sufficient cause to reject your Quote.**

Vendor Name

Vendor eVP #

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

*[If only accepting Quotes Electronically:]
Electronic responses ONLY will be accepted for this solicitation.*

STATE OF NORTH CAROLINA
North Carolina A&T State University

Refer <u>ALL</u> Inquiries regarding this RFQ to: Jean Griffin-Warren jgriffinwarren@ncat.edu	Request for Quote # 59-6657
	Quotes will be opened: October 9,2023
Using Agency:	Commodity No. and Description: Full Racing Simulator
Requisition No.: 170961863	

EXECUTION

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

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

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

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

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

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

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

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

Quote Number: **59-6657**

Vendor: _____

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

Failure to execute/sign quote prior to submittal may render quote invalid and it MAY BE REJECTED. Late quotes cannot be accepted.

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

VALIDITY PERIOD

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

QUOTE ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____

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

1.0	PURPOSE AND BACKGROUND.....	6
1.1	CONTRACT TERM	6
2.0	GENERAL INFORMATION	6
2.1	REQUEST FOR QUOTE DOCUMENT.....	6
2.2	NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS.....	6
2.3	RFQ SCHEDULE	7
2.4	SITE VISIT or PRE-BID CONFERENCE.....	7
2.5	QUESTIONS ABOUT QUOTE	7
2.6	QUOTE SUBMITTAL	8
2.7	QUOTE CONTENTS	9
3.0	METHOD OF AWARD AND EVALUATION PROCESS.....	10
3.1	METHOD OF AWARD.....	10
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	10
3.3	EVALUATION PROCESS.....	11
3.4	PERFORMANCE OUTSIDE THE UNITED STATES.....	11
3.5	INTERPRETATION OF TERMS AND PHRASES.....	12
4.0	REQUIREMENTS	12
4.1	PRICING	12
4.3	PRODUCT IDENTIFICATION	12
4.4	TRANSPORTATION AND IDENTIFICATION.....	12
4.5	DELIVERY [AND INSTALLATION (IF APPLICABLE)].....	12
4.6	AUTHORIZED RESELLER.....	13
4.7	WARRANTY.....	13
4.8	MAINTENANCE OPTION	14
4.9	[SAMPLES] [DEMONSTRATION] [DESCRIPTIVE LITERATURE]	14
4.10	HUB PARTICIPATION	15
4.11	REFERENCES	15
4.12	VENDOR'S REPRESENTATIONS.....	15
4.13	FINANCIAL STABILITY	15
4.14	AGENCY INSURANCE REQUIREMENTS MODIFICATION	15
4.17	LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS.....	16
5.0	PRODUCT SPECIFICATIONS	Error! Bookmark not defined.
5.1	SPECIFICATIONS	16
5.2	CERTIFICATION AND SAFETY LABELS	18
5.4	DEVIATIONS.....	18
6.0	CONTRACT ADMINISTRATION.....	18

6.1	PROJECT MANAGER AND CUSTOMER SERVICE	19
6.5	ACCEPTANCE OF WORK	19
6.6	INVOICES	20
6.7	DISPUTE RESOLUTION	20
6.8	PRODUCT RECALL	20
6.9	PRICE ADJUSTMENTS	20
6.10	CONTRACT CHANGES	21
7.0	ATTACHMENTS.....	22
	ATTACHMENT A: PRICING	22
	ATTACHMENT B: INSTRUCTIONS TO VENDORS	23
	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS.....	23
	ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION	23
	ATTACHMENT E: CUSTOMER REFERENCE FORM	23
	ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR.....	23
	ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION.....	23
	ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING	23
	ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY.....	24
	LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS	24

PURPOSE AND BACKGROUND: The College of Engineering (COE) is looking to have an VR Racing Simulator. Seat with body pressure feedback system: System must include a seat with a force feedback system that not only has adjustable features (such as seat height, backrest angle, and armrests), but also employs methods for simulating the active forces that occur in 3D environments. The seat should simulate multiple degrees of freedom (DOF) that can respond to all up/down, side-to-side, and forward/backward G-forces that occur in a simulation

The University's current student enrollment is 13,530 and the workforce is approximately 2380 employees. As one of North Carolina's three engineering universities, the university offers Ph.D. programs in engineering. Basic and applied research is conducted by faculty in university centers for excellence, in inter- institutional relationships, and through significant involvement with several public and private agencies. The university also conducts major research through engineering transportation and its extension programs in agriculture. For more details about our history, visit A&T History (ncat.edu)

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

1.1 CONTRACT TERM

Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

1.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

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

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

2.2 NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS

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

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

Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's quote. This applies to any language appearing in or attached to the document as part of the Vendor's

quote that purports to vary any terms and conditions or Vendors' instructions herein or to render the quote non-binding or subject to further negotiation. Vendor's quote shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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

2.3 RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	State	September 29,2023
Hold Pre-Bid Conference/Site Visit	State	October 5,2023
Submit Written Questions	Vendor	October 10,2023
Provide Responses to Questions	State	October 12,2023
Submit Quotes	Vendor	October 18,2023
Contract Award	State	October 18,2023
Contract Effective Date	State	October 18,2023

2.4 SITE VISIT or PRE-BID CONFERENCE

Mandatory -Site Visit

Date: 10/05/2023
Time: 2:00 pm Eastern Time
Location: 1601 East Market Street
Dowdy Building Conference Room 210
Greensboro, NC 27411
Contact #: 336-334-7555

RSVP- By October 4,2023 to jgriffinwarren@ncat.edu

Parking is available in the Obermeyer Deck for \$1 per hour

QUESTIONS ABOUT QUOTE

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best quote possible. To accommodate the Quote Questions process, Vendors shall submit

any such questions by the “Submit Written Questions” date and time provided in the RFQ SCHEDULE Section above.

Written questions shall be e-mailed to jgriffinwarren@ncat.edu by the date and time specified above. Vendors will enter “RFQ # 59-6657 Questions” as the subject for the email. Question submittals will include a reference to the applicable RFQ section and be submitted in a format shown below:

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

No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an addendum to this RFQ.

2.5 QUOTE SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its quote has been received as described in this RFQ by the specified time and date of opening. The date and time of receipt will be marked on each quote when received. Any quote or portion thereof received after the quote submission deadline will be rejected.

BID SUBMITTAL – NO PAPER SUBMISSIONS

Instructions: Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.8 Bid Contents for details on required content of submitted bids.

Electronic address for delivery of Bid Proposal
https://ncat.bonfirehub.com/portal/?tab=openOpportunities

Bonfire Support Team can also be contracted by calling 1-800-354-8010 Ext. 2. Support by phone and email is provided Monday - Friday from 8 AM – 8 PM EST.

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed bid submitted in the Bonfire Portal by the specified time and date of opening. This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

Vendors shall deliver one (1) electronic copy of its bid to the electronic address identified in the table in this Section.

Attempts to submit a Bid via hand delivery or postal mail in response to this IFB will NOT be accepted.

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

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.6 QUOTE CONTENTS

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

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

- a) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the RFQ in its entirety, including all links, and all Addenda released in conjunction with the RFQ; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Quote Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFQ.
- d) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- e) Vendor Response *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions,

communications or transmittals of information authorized or initiated by the issuing agency for this RFQ or inquiries directed to the purchaser named in this RFQ regarding requirements of the RFQ (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 QUOTE EVALUATION PROCESS

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

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

Vendors are cautioned that this is a request for quote, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

Quote price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s response.

4.2 PRODUCT IDENTIFICATION

BRAND SPECIFIC

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

4.4 TRANSPORTATION AND IDENTIFICATION

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

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

4.5 DELIVERY AND INSTALLATION

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

NC A&T State University

Edmundson Effort

1601 E. Market Street

Martin Building Room 313

Greensboro NC 27411

Vendor shall complete delivery within *14 days* consecutive calendar days after receipt of purchase order.

4.6 AUTHORIZED RESELLER

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

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

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

4.7 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the quote response.

Vendor warrants that all equipment furnished under this RFQ will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

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

Quote Number: 59-6657

Vendor: _____

Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

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

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

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.8 MAINTENANCE OPTION

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer's published specifications and those of this RFQ. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred. Except as specifically provided for elsewhere herein, coverage shall be at least for 8:00 am ET to 5:00 pm ET, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year. The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING of this RFQ, if applicable.

4.9 DEMONSTRATION

DEMONSTRATION

The State reserves the right to require a demonstration of the exact model of equipment offered in order to assess suitability of the offered equipment for the intended use. Such demonstration shall be performed at Procurement Agency's facility or virtually by Vendor or his authorized representative before award of the contract, upon request by and without charge to the State. Failure of Vendor or his authorized representative to perform a satisfactory demonstration (if requested) in accordance with these requirements shall be a sufficient basis for rejection of the quote. The results of such demonstration will be

DESCRIPTIVE LITERATURE/CERTIFICATION

Each quote shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the quote.

4.10 HUB PARTICIPATION

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

4.11 REFERENCES

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

4.12 VENDOR'S REPRESENTATIONS

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

4.13 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.14 AGENCY INSURANCE REQUIREMENTS MODIFICATION

[Important: The insurance requirements set forth in the North Carolina General Terms and Conditions, *Insurance* paragraph, are minimal requirements. Risk assessment should be conducted based on the non-

exclusive factors listed below AND DOCUMENTED IN THE OFFICIAL AGENCY FILE using the P&C provided form. Increased insurance requirements should be set forth below. Add any specialized insurance coverage the Agency desires that are specifically relevant to the Goods or Services procured. (e.g., cyber insurance, Errors and Omissions, etc.)]

1. *Potential for damage to State property or property of a third party,*
2. *Potential for bodily injury to State employees or third parties,*
3. *Whether Vendor will transport State property, clients, or employees,*
4. *Use of a vehicle to accomplish the work or to travel to or from State locations,*
5. *Anticipated physical contacts of the Vendor with the State,*
6. *Anticipated number and activity of Vendor personnel within the State, and*
7. *Any other unique considerations that could result in harm, bodily injury, or property damage.*

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

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

4.15 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

5.0 Scope of Work

SPECIFICATIONS : Computer Science Simulator Specifications

1. Seat with body pressure feedback system: System must include a seat with a force feedback system that not only has adjustable features (such as seat height, backrest angle, and armrests), but also employs methods for simulating the active forces that occur in 3D environments. The seat should simulate multiple degrees of freedom (DOF) that can respond to all up/down, side-to-side, and

forward/backward G-forces that occur in a simulation. A complimentary optional feature would be a seatbelt tension system that could work in conjunction with the motion of the seat.

2. External Upgradable PC: Due to the evolving nature of the technology that the Computer Science department uses, the simulator should use an external PC to run the software and control the simulation system. This gives maximum flexibility to upgrade the PC component and not the entire simulation system when new hardware upgrades are available. Simulators that use internal PC or proprietary systems would leave the department dependent on the vendor to upgrade versus giving the department the flexibility to provide it's own computing solution as the system ages. This is critical as computing technology rapidly changes and being tied to a proprietary or internal system is not ideal and could potentially be costly years later.

3. Software Compatibility: The simulator should include support for a variety of 3rd party software simulators (i.e. Microsoft Flight Simulator) but also include access to management software for fine tuning the specifications of the hardware for the simulator and also just as important, the software development kit (SDK or software driver package), that would allow Computer Science students and faculty to develop their own software programs that can interface with the simulators hardware system. Windows 10 and Windows 11 Operating Systems should also be supported to comply with the University's IT policy mandates.

4. Frame and Construction: The simulator frame should be sturdy and well-built to withstand the forces exerted during motion. It should also provide stability and support for the racing seat and associated components. The simulator should have a significant amount of aluminum/steel/metal parts as a part of the framework. Plastic based systems are usually designed for lower tier, in home, personal use and would not be appropriate for the university lab environment.

5. Steering Wheel and Pedals: The simulator should include a high-quality force-feedback steering wheel with realistic feedback and precise control. Features such as adjustable rotation angle, programmable buttons, and paddle shifters. User adjustable wheels and pedals should also be a feature.

6. Visual Display System: The simulator must include a minimum of three (3) large displays (50" or bigger) for accurate visual immersion in 3D environments. The displays do not have to be a particular brand, the size and the ability to adjust the displays is what is critical. As an option, a Virtual Reality headset would a welcomed addition but would not be required for this setup.

7. Audio System: The system must include at least a 5.1 Dolby Digital capable surround sound to accurately reproduce environmental effects to simulate full immersion. The environments that will be created and tested will require this level of audio detail to match with the visual environment.

8. Accessories: Optional but preferable accessories examples include a gear shifter, handbrake, dashboard display, and seatbelt harness.

9. Space and Setup: It is preferable that the full simulator and accessories should not exceed 150" in length and 80" in width, although accommodations could be made.

10. Budget: Full-motion racing seat simulators can range in price significantly. There are simulators designed for entertainment venue purposes that cost upwards of \$120,000 and there are personal use simulators for immersive at home gaming that retail for under \$5,000. These are not use-cases that line

up with what the Computer Science department needs in order to further research and curriculum instruction into virtual reality and simulation.

VENDOR'S RESPONSE

<i>Item #</i>	<i>Specifications</i>	Product/Service Offered Meets Specification
		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> YES <input type="checkbox"/> NO

5.2 CERTIFICATION AND SAFETY LABELS

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

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities). Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 ACCEPTANCE OF WORK

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

Acceptance of work products shall be based on the following criteria

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet

any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.7 DISPUTE RESOLUTION

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

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

6.8 PRODUCT RECALL

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

6.9.1 PRICE ADJUSTMENTS

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

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State

is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

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

6.10 CONTRACT CHANGES

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

The remainder of this page is intentionally left blank

7.0 ATTACHMENTS

****IMPORTANT NOTICE****
RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFQ, which can be found in the table below:

Price Sheet

	Full Motion Racing Simulator	Cost Per	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

--	--	--	--

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

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

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

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

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

ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

Complete, sign, and return the ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY associated with this RFQ is a separate document that can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/COVID_Policy_Acknowledgement - Fillable.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/COVID_Policy_Acknowledgement_-_Fillable.pdf)

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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