

# Raleigh, North Carolina Invitation for Bids (IFB)

#### #63-DMP1070510 - AV Multimedia Bid

For internal administrative processing, including tabulation of bids for posting to Bonfire and the State of North Carolina Electronic Vendor Portal (eVP), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). We HIGHLY recommend you register in order to see bid tabulations and award results. 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 available for public inspection.

THIS PAGE IS TO BE COMPLETED AND INCLUDED WITH YOUR BID. FAILURE TO DO SO MAY SUBJECT YOUR BID TO REJECTION.

Federal ID Number or Social Security Number:	
SUPPLIER NAME:	
DATE:	

# **NC STATE UNIVERSITY**

PROCUREMENT & BUSINESS SERVICES
Mailing Address (USPS only): Campus Box 7212 Raleigh,
NC 27695-7212

Shipping Address: Admin. I, 2721 Sullivan Drive, Suite 1100,

Raleigh, NC 27607 Phone (919) 515-2171 INVITATION FOR BIDS (This is not an order)

Mai	rch	5	2025	
wia	1011	J,	2020	

REQUIRED SUPPLIER INFORMATION:			
Supplier Name & Address:	Authorized Rep's Name:		rized Rep's Name:
	Title:		
IFB # DMP1070510	Email:		
Questions Due Date & Time:	Phone #:		
3/12/2025, 12:00 PM	Αι	thorized R	Representative Signature:
Due Date & Time:			
3/27/2025, <del>2:00 PM</del> 5:00 PM			
Buyer Contact Information:			
Dianne Coxson			
dmpantel@ncsu.edu, (919) 513-4335	Type of Org	ganization:	1
Requisition #: 0001070510	☐ Individ	ual	Partnership
Using Department:	Corpor	ation	Other:
DELTA	Indicate if o	ther than La	arge Business:
FOB: DESTINATION - FREIGHT PREPAID	Disable	ed	☐ Minority
(unless otherwise indicated on IFB)	☐ Small		■ Women-Owned

# ATTACHMENTS AND COMMENTS:

By responding to this IFB, supplier acknowledges acceptance of specified Terms and Conditions, which are also located:

https://procurement.ofa.ncsu.edu/supplier-center/doing-business-with-nc-state/

<b>Y</b>	General Terms & Conditions	Rental Ierms & Conditions
	General Terms & Conditions w/ Software	Lease/Purchase Terms & Conditions
	General Terms & Conditions with EO50	☐ Charter Bus Terms & Conditions

Software Terms & Conditions Service Terms & Conditions

Software as a Service Terms & Conditions Other:

You MUST register and upload this quote as a PDF to the Bonfire Public Portal here:

https://ncsu.bonfirehub.com/opportunities/176339

#### QUOTES NOT SUBMITTED ON THIS FORM ARE SUBJECT TO REJECTION.

NC State University Invitation for Bids and their awards are not subject to the North Carolina E-procurement process.

**DEBARMENT CERTIFICATION:** By signing the execution page, bidder certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declined ineligible or voluntary excluded from covered transactions by any Federal or State agency.

Invitation for Bid #: 63-DMP1070510

#### **Section 1: BACKGROUND**

NC State University (hereafter referred to as "University") seeks proposals from qualified vendors to establish a Convenience Contract to purchase multimedia, video conferencing equipment, Audio Visual (AV) systems products, A/V racks, cables, document cameras, broadcast systems, lighting, etc.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto

The IFB is comprised of the base IFB document, any attachments, and any addenda released before the Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

#### **Section 2: IFB SCHEDULE**

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

Event	Responsibility	Date and Time
Issue IFB	UNIVERSITY	3/5/2025 5:00 PM EST
Submit Written Questions	VENDOR	3/12/2025 12:00 PM EST
Provide Responses to Questions	UNIVERSITY	3/19/2025 5:00 PM EST
Submit Bids	VENDOR	3/27/2025 <del>2:00 PM EST</del> 5:00 PM EST
Contract Award	UNIVERSITY	4/8/2025 2:00 PM EST

# **Section 3: BID QUESTIONS**

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to Dianne Coxson at <a href="maileo-decoration-decorate-d

Reference	Vendor Question	
IFB Section, Page Number	Vendor question?	

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

#### Section 4: BID EVALUATION PROCESS

University shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

- 1. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. University reserves the right to reject any bid based on fit, form and function as well as cost. All information furnished in this bid may be used as a factor in determining the award of this contract.
- 2. University will conduct an evaluation of Bids, as follows:
- 3. Bids will be received from each responsive Vendor through Bonfire.
- 4. All bids shall be received by University not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.
- 5. At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened and the name of the Vendor and the bid's total cost will be posted to eVP.
- 6. At its option, University may request clarifications, oral presentations or discussion with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the University is not required to request presentations or other clarification—and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.
- 7. Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services.
- 8. Upon completion of the evaluation process, the University will make Award(s) based on the evaluation and post the award(s) to eVP under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the University.
- 9. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the University reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the University.

# **Section 5: VENDOR REQUIREMENTS**

- 1. The awarded vendor(s) must be an authorized dealer/reseller and service provider of the equipment quoted. It is the dealer's responsibility to submit the quotation for the manufacturer's equipment they are authorized to sell and service. The only exception will be if the manufacturer only sells directly and does not have dealers/resellers for their product lines.
- 2. If a manufacturer is bidding directly for their dealers, they must provide an authorized dealer/reseller information. Their letter must state the manufacturer's contact information and each authorized dealer's name, contact person, phone # (toll-free if available), fax # and email address.
- 3. Vendors must provide a current letter from each of the manufacturers they are quoting, which states they are authorized to sell and service their equipment. These letters must be received on the manufacturer's original letterhead (not the dealer's). Letters must be submitted in alphabetical order to the bid package.
- 4. Manufacturer's letters must show the current date, the IFB#, the authorized dealer's name(s), the dealer's address, phone # (toll-free if available), fax #, and the dealer's contact person's name and email address.
- 5. Letters must state if the dealer is also a service provider.
- 6. Video conferencing dealers/resellers must be Gold, Silver, or Platinum Partners for their Manufacturer brands. Their certification must be stated in their letter or a separate letter provided.
- 7. Faxed or scanned letters will NOT be accepted. Only Bids Submitted via the Bonfire website will be Accepted
- 8. Dealers/manufacturers must demonstrate a minimum of three (3) years' experience providing the products quoted. The references provided must demonstrate the required 3 years experience. It is the proposing vendor's responsibility to provide valid and current reference information, and the University reserves the right to use references in its evaluation of responses.
- 9. Multiple awards may be made if more than one manufacturer's equipment is quoted and is determined to be in the best interest of the University to select multiple vendors.

#### **Section 6: MINIMUM ORDERS**

There will be no minimum orders for any resulting contract. Additional discounts from current pricing levels may be negotiated with current vendors or approved authorized dealers for large-quantity orders.

#### **Section 7: CONTRACT TERM**

- 1. One year Contract will begin approximately April 1, 2025, and run until March 31, 2026.
- 2. At the end of the Contract's initial term, University shall have the option, in its sole discretion, to renew the Contract under the same terms and conditions for 4 additional one-year periods, not to exceed five total contract years.

#### **Section 8: INVOICES**

- 1. The vendor shall invoice University individually for each order placed by the University. Invoices shall include detailed line item information to allow Buyer to verify pricing at the point of receipt. At a minimum, the following fields shall be included on all invoices:
- 2. Vendor's Billing Address, Customer Account Number, Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

#### **Section 9: E-PROCUREMENT ORDERING PREFERRED**

Vendors are encouraged to be enabled electronically on NC State University Marketplace. The MarketPlace is a self-service, e-procurement B2B tool that automates the full procurement to payment process. The NC State MarketPlace is an Oracle-based (Peoplesoft) punchout system and is the preferred method of ordering for campus users.

#### **BASIC E-PROCUREMENT PUNCHOUT CATALOG SYSTEM INFORMATION:**

The vendor must have a shopping cart-enabled website with catalog pricing specific to NC State University.

The vendor must be able to accept automated messaging for delivery of Purchase Order documents via cXML.

Order process is a 1-way process, orders will be sent to the supplier via cXML. Returns will be processed outside MarketPlace, but credits will need to be processed back to the card used for payment.

Vendor must process credit card payments for all MarketPlace orders and should be able to pass enhanced Level III data back to NC State University, we will accept Level II data, however, a file with all the Level III data information must be provided by email for auditing purposes.

Though payment is processed with a credit card there is no invoice component to MarketPlace, but there is a Purchase Order number that must be consumed and included in all card payments.

Level I	Level II	Level III
Basic Data Fields, Limited Purchase Data	Basic Data Fields, Some Purchase Data (like tax)	Transactional Line Item Detail
Merchant DBA Name     Billing Zip Code     Transaction Amount	<ul> <li>Supplier Name</li> <li>Transaction Amount</li> <li>Tax</li> <li>Transaction Data</li> <li>PO#</li> </ul>	Zip to and from     Invoice #     Order Number     PO number     Product #     Description     Quantity     Unit of Measure     Extended Amount     Freight

# **E-PROCUREMENT CONSULTATION COMPANIES:**

List of contacts to find out more about eProcurement and to discuss with companies that provide eProcurement punchout development assistance.

Greenwing Technology	Punchout2Go	Supplier Solutions
(www.greenwingtechnolog	Customer Service	Nikolas Brisbin
y.com) Jeremy Friedman	888-623-2374	Supplier Solutions
Dan Geiger	info@punchout2go.co	703-791-7720
Greenwing Technology,	m	connect@suppliersolutions.com
Inc.		
Phone: 610-828-5221		

CoreXpand	Degnanco Web Services
Chris Shults	Degnan, Co.
cshults@corexpand.com	103 W 7th St.
678-853-2499	Wilmington, DE 19801
	484-732-7041
	https://www.degnanco.com/

# **Section 10: TRANSPORTATION AND DELIVERY CHARGES**

- 1. FOB Destination: Freight, handling, and distribution charges must be included in the total prices quoted herein for all items listed. NC State University does not pay fuel surcharges. Any additional charges included on the invoice will not be honored for payment unless authorized by a Purchase Order change.
- 2. The delivery time for each manufacturer's products is shown in calendar days, either directly from the manufacturer or through the designated dealer. Delivery time must be

filled out on the pricing pages and is a factor in the award of the contract. Vendors must comply with their delivery dates or they will be subject to removal from the contract for non-compliance.

# **Section 11: WARRANTY**

The vendor warrants that all equipment furnished under this contract shall be new and guaranteed against defects in materials, workmanship, and performance in accordance with the manufacturer's standard warranty, except that in no event shall such coverage be for less than a minimum period of twelve (12) months from date of acceptance. The vendor agrees to promptly replace any part or parts that fail, under normal use, due to defective material, workmanship, or performance during the warranty period and such replacement shall include all parts, labor, and transportation free of any charges to the University. The warranty period must be filled out on the pricing pages.

#### **Section 12: TAXES**

NC State is tax-exempt. Tax-exempt #400021.

#### **Section 13: MAINTENANCE AND SERVICE**

Vendors should utilize their best efforts to resolve service problems in a timely manner through the use of acceptable service methods, including but not limited to: verbal problem analysis and remote diagnostics. This service/warranty requirement does not impose any additional duty on the University to make other than normal and good faith problem resolution efforts or expenditure of time. In the event that a product needs to be shipped out for repair or replacement during the warranty period, the vendor will provide a shipping container, shipping account number, and instructions to do so.

If the equipment is removed from the campus site for repair, the	vendor must provide an
equivalent loaner unit within 24 hours. Vendor agrees: Yes	No

## **Section 14: OPERATOR AND SERVICE MANUALS**

Operator manuals must be provided with the equipment purchased. Delivery will not be considered complete until one copy of the manuals is received by the end user. Service manuals must be provided upon request, at no charge (one manual per end-user). Additional copies will be provided at the end user's expense and billed at the dealer's cost.

#### **Section 15: INSTALLATION DOCUMENTATION**

Within fourteen (14) days after installation completion, the Contractor shall provide equipment inventory (in MS Excel format) as well as all system manuals and all system diagrams, Drawings of Record in Visio or AutoCAD files, editable versions of all configuration files for any digital

signal processing as well as the associated software required for editing those files, editable and uncompiled versions of all master source code for the control system with final contract documents attached.

#### **Section 16: INSTRUCTION/TRAINING**

If requested by the end user, the vendor must provide on-site training within fifteen (15) calendar days after such request is made. Vendors shall be responsible for providing such training only once for each end user per product/model type purchased.

#### **Section 17: REPAIR PARTS AND SUPPLIES**

Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are necessary. The University reserves the right to satisfy itself by inquiry or otherwise as to the bidder's capabilities in this regard. Repair must remain available for products resulting from this bid, for a period not less than five (5) years from the date of acceptance.

#### **Section 18: RETURN OF MERCHANDISE**

The vendor agrees to allow the customer thirty (30) days from the date of delivery to return equipment that has not been altered, without penalty. The return of equipment that has been opened or used (use not to exceed 10 hours) will be handled on a case-by-case basis. A restocking fee, not to exceed 10% (if applicable), may be charged by the vendor. Instructions/return goods authorization for returning merchandise must be provided to the end user within 7 days of request of return.

#### **Section 19: OUOTATION FOR END USERS ON CAMPUS**

When end users from campus request a quotation, the vendor must provide a written quotation to the end user via email, within 5 calendar days. The University convenience quotation IFB # 63-DMP1070510 must be referenced on all quotes and show shipping as FOBD.

#### Section 20: PRICING AND PRODUCT INFORMATION

- 1. Pricing to remain firm for one year until approximately March 31, 2026. Dealers/manufacturers do not have to send the current price books or price lists for the items quoted, with the quote response. The vendor must provide these to University, if requested, at any time during the contract period.
- 2. The Procurement Department may audit pricing at any time during the contract period.
- 3. If price changes occur after the initial 12-month period, the vendor must send the updated price lists to the Procurement Department, referencing the convenience contract number on all correspondence. Lists must show the dates of the pricing period. Emailed lists will be acceptable for new prices. Please reference IFB # 63-DMP1070510.
- 4. Bid price shall constitute the total cost to the University for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative, and other similar fees. The vendor shall not invoice for any amounts not specifically allowed for in this IFB.
- 5. Complete ATTACHMENT: PRICING LIST and include in Bid.

#### **Section 21: REMOVAL OF DEALERS**

Manufacturers must keep their authorized dealer list current. If, at any time during the contract period a dealer is no longer authorized to sell to University, the manufacturer must send us written notification of this change. The dealer will be removed from the approved list. University cannot add dealers to the contract during the contract period. Only vendors who participate in the bid process are considered.

#### **Section 22: REFERENCES**

Vendors shall provide at least three (3) references for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. References must demonstrate at least 3 years of experience and satisfactory performance in sales and service of multimedia equipment.

University may contact one or more, or all of these users to determine the goods provided are substantially similar to those bid herein and Vendor's performance has been satisfactory. Information obtained will be considered in the evaluation of the bids.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

## **Section 23: FINANCIAL STABILITY**

Each Vendor shall certify it is financially stable by completing the ATTACHMENT: CERTIFICATION OF FINANCIAL CONDITION. University 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 University within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification

#### Section 24: DEMONSTRATIONS

University reserves the right to request a demonstration of the exact model of equipment offered in order to assess the suitability of the offered equipment for the intended use. Such demonstration shall be performed at the user's facility by the Vendor or his authorized representative before the award of the contract, upon request and without charge to the University. 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 bid. The results of such demonstration will be considered in the evaluation and award of a contract.

#### **Section 25: COOPERATIVE AGREEMENT**

This contract will be available for cooperative purchasing by other public agencies, Universities, and Community Colleges, depending on their spending delegation and local rules and policies.

# Section 26: PRODUCT CERTIFICATION AND LABELLING

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.

#### **Section 27: VENDOR REPRESENTATION**

- 1. Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. The vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of University under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the University. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder.
- 2. If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor's proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, 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, computers and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.
- 3. Vendor warrants 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 any actual or potential legal proceedings being brought against Vendor that could

materially adversely affect the performance of The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

#### Section 28: PROJECT MANAGEMENT AND CUSTOMER SERVICES

The Vendor shall designate and make available to the University a single point of contact for contract-related issues and issues concerning performance, progress review, scheduling, and any service required.

#### **Section 29: DISPUTE RESOLUTIONS**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the University's Contract Lead for resolution. A claim by University shall be submitted in writing to the Vendor's Project Manager for resolution. 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 The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of the notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

#### **Section 30: CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by University and Vendor.

#### Section 31: PRODUCT RECALL

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

#### **Section 32: CRITERIA EVALUATION AND AWARD**

Evaluation criteria for the selection of a contractor will include:

- 1. All letters from manufacturers to verify that the vendor is an authorized reseller and that all required information is provided.
- 2. References demonstrate at least 3 years of experience and satisfactory performance in sales and service of multimedia equipment
- 3. Complete bid response: All required information completed and submitted on appropriate forms, signed, uploaded as directed as applicable.
  - a. Attachment: Pricing List, the spreadsheet is completed and uploaded.
  - b. Attachment: Instructions to Bidders
  - c. Attachment: North Carolina General Terms & Conditions

d. Attachment: Certification of Financial Conditione. Attachment: Supplemental Vendor Information

# ATTACHMENT: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor:	
The undersigned hereby certifies that: [check all applicable box	xes]
☐ The Vendor is in sound financial condition and, if applicable, he audit opinion for the latest audit of its financial statements.	as received an unqualified
Date of latest audit: (If no audit with explain reason below)	ithin the past 18 months,
☐ The Vendor has no outstanding liabilities, including tax and judg Revenue Service or any other government entity.	ment liens, to the Internal
☐ The Vendor is current on all amounts due for payment of federal a employment-related contributions and withholdings.	and state taxes and required
☐ The Vendor is not the subject of any current litigation or finding federal or state law.	s of noncompliance under
☐ The Vendor has not been the subject of any past or current litigation, or findings of noncompliance under federal or state way its ability to fulfill the requirements of The Contract.	
$\square$ He or she is authorized to make the foregoing statements on behalf	of the Vendor.
<b>Note:</b> This shall constitute a continuing certification and Vend Lead within 15 days of any material change to any of the representation.	2
If any one or more of the foregoing boxes is NOT checked, reason(s) in the space below:	Vendor shall explain the
Signature	Date
Printed Name	Title

[This Certification must be signed by an individual authorized to bind the Vendor]

#### ATTACHMENT: SUPPLEMENTAL VENDOR INFORMATION

#### HISTORICALLY UNDERUTILIZED BUSINESSES

What is the total recycled content? %

Other sustainable properties:

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 in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, University 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 IFB. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330. The Vendor shall respond to question #1 and #2 below. a) Is Vendor a Historically Underutilized Business? 

Yes 

No b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  $\square$  Yes  $\square$  No If so, state HUB classification: **SUSTAINABILITY** According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective. Do the items offered have any recycled content?  $\square$  Yes  $\square$  No If yes, what is the post-consumer recycled content? %

Preferred and Required Products Put Company Name Here				
Name of Equipment	MFG Name	Discount off List Price	Warranty	Delivery ARO # of Days
Example: Keyboard	Yamaha	35%	2 Year	14
				_
Acoustical Panels, etc.				
Acoustical Fallels, etc.				
Astion Commune O Association				
Action Cameras & Accessories				
All-In-One Meeting Solutions				
Amplifiers and sound processing equipment				
Assistive Listening devices				
Automation & Asset Management				
Automation & Asset Management				
AV Accessories				
AV Connectivity				
AV Processing				
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AV Racks & Credenzas				
AV Storage Solutions				
AV Switching				
Broadcast Converters				
Broadcast Systems and Support				
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Doors & Work Otations	<del>                                     </del>			
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Digital Cameras and Accessories				
Digital Signage				
Direct View Dienlave	-			
Direct View Displays				
Direct View LED Displays				
Display Mounts				
Diopiay Mounts	-			
	-			
Displays and May 9 11 1 2 2				
Displays and Monitors including small, portable field monitors				
portable field monitors				
Drones & Aerial Imaging				
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Duplication Diels Describers and Character				
Duplication, Disk Recorders and Storage				
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GoPro				
Hybrid Meeting Solutions				
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Integrated Playout Systems			
Intercom Systems			
Interconnects, Interfaces & Infrastructure			
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Lighting and Environment Systems			
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Lighting Systems and Support, including studio lighting packages, video conferencing Lights, portable field kits, Dimmers, Grids,			
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Lights, portable field kits, Dimmers, Grids,			
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Tables			
Technical Furniture			
Television Studio & EFP Cameras			
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Test & Measurement			
Tracking Cameras			
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#### INSTRUCTIONS TO BIDDERS

- 1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- 2. NOTICE TO BIDDERS: All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Request for Quotation, the specifications, and the North Carolina State University General Contract Terms and Conditions. The University objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.
  By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
- 3. <u>BID SUBMITTAL</u>: NC State University uses a third-party eProcurement strategic sourcing provider, Bonfire, for accepting and evaluating bids digitally. All bids must be received by the issuing agency not later than the date and time listed on the cover sheet of this bid. Bids shall be uploaded to:

# https://ncsu.bonfirehub.com/opportunities/176339

Solicitation documents are advertised on the State of North Carolina Electronic Vendor Portal System (eVP) and Bonfire. An addendum to this RFQ may be issued. If required, any subsequent addenda must be signed and submitted with the bid upload. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.

For support or technical questions related to your submission, please contact Bonfire at <a href="mailto:support.bonfire@eunasolutions.com">support.bonfire@eunasolutions.com</a> or visit their help forum at <a href="https://vendorsupport.gobonfire.com/hc/en-us">https://vendorsupport.gobonfire.com/hc/en-us</a>

4. **BONFIRE REQUESTED DOCUMENTATION & INFORMATION:** In an effort to support the sustainability efforts of the State of North Carolina we are receiving proposals via electronic submission. Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated. Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Name	File Type	# of Files	Requirement
Completed NC State University Solicitation Document	PDF	1	Required
Certificate of Insurance	PDF	1	Required

All documents required to complete your submission must be downloaded from the supporting documentation and/or requested information sections of Bonfire. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Each item of Requested Information will only be visible to NC State University after the Closing Time.

#### 5. **DEFINITIONS**:

- **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids. **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
- STATEWIDE TERM CONTRACT: A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
- AGENCY SPECIFIC TERM CONTRACT: A Term Contract for a specific agency.
- OPEN MARKET CONTRACT: A contract for the purchase of a commodity not covered by a term contract.

- 6.. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
- 7. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina State University General Contract Terms and Conditions, and (4) Instructions to Bidders.
- 8. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
- 9. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- 10. <u>SPECIFICATIONS:</u> Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
- 11. <u>INFORMATION AND DESCRIPTIVE LITERATURE:</u> Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
- 12. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
- 13. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 12. <u>ACCEPTANCE AND REJECTION:</u> The University reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 15. **REFERENCES:** The University reserves the right to require a list of users of the exact item offered. The quote evaluators may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

#### 16. **TAXES:**

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.
- OTHER: Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
- 17. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to the University as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the University to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the University or the bidder, the University reserves the right to accept any item or group of items on a multi-item bid.

  The University reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the University to be pertinent or peculiar to the purchase in question.
- 18. <u>HISTORICALLY UNDERUTILIZED BUSINESSES:</u> Pursuant to General Statute 143-48 and Executive Order #150, the University 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.

19. **CONFIDENTIAL INFORMATION:** Contractors should give specific attention to the identification of those portions of their proposals that they deem to be trade secrets and provide any justification why such materials, upon request, should not be disclosed. However, if the information you deem confidential is NOT a trade secret then the information will be released. The University may only keep information confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3.

Contractors shall clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks **all** pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

CONFIDENTIALITY OF BIDS: In submitting its quote, the Bidder agrees not to discuss or otherwise reveal the contents of the quotes to any source outside of the University, until after the award of the contract. All Bidders are advised that they are not to have any communications with the using department during the evaluation of the bids (i.e., after the opening of the bids and before the award of the contract), unless the University's purchaser contacts the Bidder(s) for purposes of seeking clarification. A Bidder shall not: transmit to the using department any information commenting on the ability or qualifications of any other Bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other Bidder's quote and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFQ. Bidders not in compliance with this provision may be disqualified, at the option of the University, from the contract award. Only those communications authorized by this RFQ are permitted.

- 20. <u>SAMPLES:</u> Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Requests for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the University's property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
- 21. PROTEST PROCEDURES: A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
- 22. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
- 23. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
- 24. <u>ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:</u> The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Vendors must:
  - a. Assure all features, components and subsystems of the software or IT System contained on this RFQ fully comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), (http://www.section508.gov);

OR

Detail why any feature, component or sub-system contained in this RFQ does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;

- b. If the <u>Voluntary Product Accessibility Templates</u> (VPAT) (http://www.access-star.org/ITI-VPAT v1.2.html) are used, they must include compliance checklists for:
  - 1. Technical Standards,
  - 2. Function and Performance Criteria

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c. The product offered in response to this RFQ is subject to an accessibility evaluation by the University.