



STATE OF NORTH CAROLINA

Edgecombe Community College

Request for Quote #: 95-ECC12122024

Keihin Auditorium LED Lighting Upgrade

Date Issued: 12/12/2024

Quote Due Date: 01/30/2025

At 02:00 PM EST

Direct all inquiries concerning this RFQ to:

Raymond A. Pachnar

Purchasing Agent

Email: pachnarr@edgecombe.edu

Phone: 252-618-6512



STATE OF NORTH CAROLINA

Request for Quote

95-ECC12122024

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>

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Division of Edgecombe Community College

Refer <u>ALL</u> Inquiries regarding this RFQ to: Raymond A. Pachnar 2009 West Wilson St. Tarboro NC 27886 pachnarr@edgecombe.edu	Request for Quote # 95-ECC12122024
	Quotes will be opened: 01/30/2025 – 02:00 PM EST Edgecombe Community College Fleming Building, Keihin Auditorium 2009 West Wilson St Tarboro NC 27886
Using Agency: Edgecombe Community College	Commodity No. and Description: 391124 - Stage and studio lighting dimming and control devices

EXECUTION

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

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

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

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

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

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

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

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

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

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

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

Quote Number: 95-ECC12122024

Vendor: _____

VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:
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Quote Number: 95-ECC12122024

Vendor: _____

VALIDITY PERIOD

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

QUOTE ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____
(Authorized Representative of Edgecombe Community College)

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1.0 PURPOSE AND BACKGROUND

The objective of this project is to modernize and consolidate the existing lighting controls in the Keihin Auditorium located on the Edgecombe Community College Tarboro Campus and upgrade all current fixtures to LED for enhanced longevity and functionality. The desired outcome includes "one button" control styles and remote-control integration with devices such as an iPad.

The intent of this solicitation is to award an agency specific contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of 6 months, beginning on the date of final Contract execution.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

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

2.3 NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS

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

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

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

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

2.4 RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	State	12/12/2024
Hold Pre-Bid Conference/Site Visit	State	01/09/2025 – 02:00 PM EST
Submit Written Questions	Vendor	01/15/2025 – 12:00 PM EST

Quote Number: 95-ECC12122024

Vendor: _____

Provide Responses to Questions	State	01/20/2025 – 02:00 PM EST
Submit Quotes	Vendor	01/30/2025 – 02:00 PM EST
Contract Award	State	TBD
Contract Effective Date	State	TBD

2.5 SITE VISIT or PRE-BID CONFERENCE

Mandatory Site Visit:

Date: 01/09/2025
Time: 02:00 PM Eastern Time
Location: Edgecombe Community College
Fleming Building, Keihin Auditorium
2009 West Wilson St
Tarboro NC 27886
Contact #: 252-618-6512

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

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

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

2.6 QUESTIONS ABOUT QUOTE

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

Written questions shall be e-mailed to pachnarr@edgecombe.edu by the date and time specified above. Vendors will enter “RFQ # 95-ECC12122024: 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.

2.7 QUOTE SUBMITTAL

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

Quote Number: 95-ECC12122024

Vendor: _____

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.

Instructions: Quotes, 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.

Mailing address for delivery of quote via US Postal Service, UPS, FedEx, Etc.
QUOTE NUMBER: 95-ECC12122024 Raymond A. Pachnar Edgecombe Community College 2009 West Wilson St. Tarboro NC 27886

CAUTION: For quotes submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State’s Mail Service Center. Vendors are cautioned that quotes sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the quote deadline. All Vendors are urged to take the possibility of delay into account when submitting quotes by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a quote via facsimile (FAX) machine, telephone or email in response to this RFQ shall NOT be accepted.**

Vendors shall deliver one **(1) signed, original executed** response and **(1) copy of the signed original executed quote** to the address identified in the table in this Section. Address package and insert quote number as shown in the table above.

Quote number shall be marked on the outside of the sealed envelope with the Vendor’s name and due date of quote.

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

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

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed quote physically in this Office by the specified time and date of opening, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each quote when received, and any quote received after the submission deadline will not be accepted or evaluated. Quotes, 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 as described herein.

2.8 QUOTE CONTENTS

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

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

- a) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the RFQ in its entirety, including all links, and all Addenda released in conjunction with the RFQ; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Quote Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFQ.
- d) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- e) Vendor Response *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- l) Completed and signed version of ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY, if applicable
- m) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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 include the total price for each numerical line item, and a grand total for all line items. 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):

Edgecombe Community College

2009 West Wilson St.

Tarboro NC 27886

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

4.6 AUTHORIZED RESELLER

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

Vendor is the: Manufacturer Dealer Reseller Distributor
Authorized: Yes No Attached Manufacturer’s Authority: Yes No

4.7 WARRANTY

Vendor warrants that all equipment furnished under this RFQ will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of 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. 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): _____

4.10 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 *may* contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained *may* be considered in the evaluation of the quote.

4.12 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

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

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

1. Installing Modern Controls
 - Upgrade existing control systems to modern, user-friendly interfaces.
 - Ensure the new controls allow for intuitive "one button" operations.
2. Replacing House Light Dimmers with Relays
 - Remove existing house light dimmers and install relay systems for improved reliability and efficiency.
3. Replacing Existing Incandescent Houselights with DMX Controlled LED Lights
 - Upgrade all incandescent houselights to LED fixtures that are controllable via DMX protocols.
 - Ensure compatibility with existing infrastructure and new control systems.

4. Integrating Houselights with Architectural Lighting Controls
 - Integrate the new DMX controlled LED houselights with the existing architectural lighting control systems.
 - Ensure smooth and unified operation of both systems.
5. Replacing Incandescent Theatrical Fixtures with LED Fixtures
 - Upgrade all theatrical lighting fixtures from incandescent to LED, ensuring increased energy efficiency and reduced maintenance.
6. System Programming
 - Program the entire lighting system to ensure cohesive operation between new and existing components.
 - Develop custom control interfaces as needed for simplified user operation.
7. Training
 - Provide comprehensive training for relevant personnel on the use and maintenance of the new lighting system.
 - Include both initial training sessions and detailed training documentation.

Architectural Lighting Controls Upgrade – ATTACHMENT A LINE ITEM #1

ETC Unison Upgrade

- Remove existing ER cabinet
- Install new ERn cabinet
 - Surface mounted enclosure with a hinged, lockable full-height door
 - Control enclosure sized for one control processor and accessory power supply
 - Integral electrostatic air filter

Paradigm Processor Installation

- Remove aging Unison processor
- Install new Paradigm processor
 - Designed for use in DRd or ERn enclosures
 - LinkConnect protocol to provide topology free system for connecting control stations
 - NetConnect protocol to connect to touchscreens and other devices
 - Programmed from ETC LightDesigner
 - 1024 channels of control per processor
 - Max 128 control stations per control processor
 - Supports sACN network lighting control protocol
 - Real-Time clock for astronomical events
 - Two physical DMX ports, both configurable as an input or output
 - RS-232 Input and Output
 - Local user interface to control functionality of control channels, zones, fixtures, groups, presets, macros, walls and sequences
 - Web user interface

Control Stations Upgrade

- Remove Unison button and fader stations, install new Paradigm button and fader stations. Stations to be connected to control processor with LinkConnect protocol.
 - 4x 5-Button Stations
 - 1x 1-Button Station, Labeled “Lockout”
 - 1x 7-Button / 8-Slider Station

Plates and Wiring Installation

- Remove DMX/RFU/ETC Link plates and wire
- Install DMX-In/NET/NET plates and wire
 - Three-gang wall plate with 5-pin DMX input and two Ethercon network connections

Portable Touchscreen

- Provide portable ETC Paradigm Touchscreen
 - Natively connects to ETC Paradigm control system
 - Provide a graphical user interface with passcodes for various levels of user control
 - Screen to be 7" diagonally with a minimum resolution of 800x400 pixels and a 24-bit color depth
 - Touchscreen to be housed in a cast aluminum portable housing with integrated protective cover that doubles as a stand
 - Touchscreen to have integrated cable with Ethercon connector to connect to system
 - Touchscreen to be powered via Power over Ethernet 802.3af standard

Network and DMX Gateways Installation

- Network switch and UPS are already present on stage right. The AV rack is located on stage left. Further discussion is desired to determine whether a new switch is needed in the AV rack or if cable runs can be made to the existing switch.
- Install 2x 4-Port Response DMX Gateways in av rack on stage left
 - 4x DMX output ports on RJ45 connectors for DMX distribution
 - Each output port to be individually assignable to convert desired sACN universe to DMX
 - Built for ETC Net3 integration
 - Supports industry standard sACN, DMX, and RDM protocols
 - Screen to provide status and user configuration
 - Powered from PoE 802.3af or external DC power supply
 - Configured using ETC Concert software
 - Rack mountable
- Install DMX Out Ports
 - Upstage Left
 - Downstage Left
 - Upstage Right
 - Downstage Right
 - Overstage 1
 - Overstage 2
 - FOH 1
 - FOH 2

Din-Mount Gateway and Opto-Splitter

- Install 2-port Response Din-Mount DMX gateway with Din-Mount Response 8-Port opto-splitter in catwalk for houselights
 - ETC Response DIN-Mount DMX gateway
 - 2x DMX output ports on RJ45 connectors for DMX distribution
 - Each output port to be individually assignable to convert desired sACN universe to DMX
 - Built for ETC Net3 integration
 - Supports industry standard sACN, DMX, and RDM protocols

- Screen to provide status and user configuration
- Powered from PoE 802.3af or external DC power supply
- Configured using ETC Concert software
- DIN rail mountable
- ETC Response Din-Mount 8-Port Opto-Splitter
 - One DMX input port on terminal block
 - One DMX through port on terminal block
 - Eight DMX out port on terminal block
 - Supports DMX and RDM protocols
 - Power and DMX presence indicators
 - Powered from external DC power supply
 - DIN rail mountable

System Programming and Training - ATTACHMENT A LINE ITEM #2

- Program ETC Paradigm
- Train client on architectural lighting controls system

Theatrical Dimming Controls Upgrade – ATTACHMENT A LINE ITEM #3

ETC Sensor 48 Dimmer Rack Controls Upgrade

- Remove ETC Sensor Classic CEM
- Install new Sensor3 controls
 - Manages priority-based Ethernet, DMX, and Preset control for ultra-smooth 16-bit dimming, fast activation of relays, and instant-on support for emergency-lighting systems
 - Front user interface to monitor system status and configuration of dimming system
 - Net3 Uplink to connect the dimming system to the lighting network
 - Backup looks in the event of data loss
 - System and rack feedback to supported live control desks
 - Control from network or two DMX ports
- Run network to ETC Network

House Lighting Power Controls Upgrade – ATTACHMENT A LINE ITEM #4

Mains Fed ETC Echo Relay Panel Installation

- Remove aging Lehigh dimmers controlling houselights
- Install Mains Fed ETC Echo Relay Panel with 24x 120v 20A relays, 100A 3-Pole Mains Breaker, and 0-10v control card option
 - Supports 24 relays or dimmers
 - Optional 0-10v dimming card
 - 14" width
 - DMX and Ethernet sACN control of preset and sequence playback
 - Local user interface to configure panel, program and load presets, and individual channel control
 - UL924 listed emergency control bypass with load shedding
- Pull DMX from ETC Paradigm to ERP
- Pull network from ETC Simple Network Box
- Remove and blank Lehigh controls stations

Integrate sconces into architectural lighting control system

- Install Unison Foundry Relay Controller relays to control wall sconces
 - DMX controlled 20A relays to switch lighting loads on and off
 - Relay controller mounts to an electrical junction box
 - One 20A 120 – 277 circuit input with dual zone relay output
- Pull DMX from ETC Paradigm

Houselight Pendants Installation

- Remove existing houselights
- Install new LED pendants
 - Fixture to have 140W power consumption
 - 3500K color temperature with a CRI of 85
 - 120-277v power input
 - 0.1% dimming with DMX control with RJ45 connectors
 - Lensing to be selected for best distribution of light based on photometrics report
 - Adjustable cable support up to 10' drop
 - Black housing
- Install DMX to all fixtures
- Integrate control to ETC Paradigm

Theatrical Lighting Control Console – ATTACHMENT A LINE ITEM #5**ETC Element 2 Console**

- Provide and patch ETC Element 2 6k
 - Microprocessor based system specifically designed to provide complete control of stage, studio, and entertainment lighting systems
 - 6144 control outputs
 - Outputs distributed over Ethernet network using Net3/ACN network protocol, Art-Net network protocol, and/or 4x physical DMX outputs.
 - System shall provide full bi-directional RDM communication with compatible devices
 - Supports two external DisplayPort monitors with optional touch screen control
 - 40x 45mm standard faders
 - Dedicated fader paging knob with backlit selection labels
 - Main playback with two 45mm standard faders
 - Dedicated high-resolution intensity level wheel
 - Eos keypad
- Provide and install two 24" touchscreen monitors
- Provide and install UPS battery backup
- Train client on lighting console

Theatrical Lighting Upgrade – ATTACHMENT A LINE ITEM #6**Retrofit Existing Fixtures**

- Retrofit (15) existing Source 4 fixtures to LED using ETC Source 4WRD Color II retrofit kits w/ Edison connectors
 - Transforms existing Source Four incandescent profile fixture into an RGBA color mixing LED fixture
 - Uses less energy than incandescent lamps
 - Nondestructive upgrade takes less than five minutes

- Requires switched power and DMX control
- Prewired power cable with NEMA 5-15p connector

Install New Fixtures

Front of House (FOH)

- Remove (16) PAR 64 fixtures at FOH
- Install (16) ColorSource PAR w/ medium round diffuser at FOH
 - Color-mixing high-intensity LED luminaire
 - DMX control of intensity and color
 - RGB-L color system
 - Homogenized optics
 - Simple User interface with seven-segment display
 - powerCON in and thru
 - DMX on 5-pin XLR
 - LED droop compensation
 - Optically calibrated
 - Aluminum housing
- Install (2) High End Systems Lonestar Fixtures at FOH
 - 15400 lumen output
 - Bright white LED engine
 - 290W Ultra-Bright engine
 - High quality 13-lens optic system
 - 3.8° - 55° zoom
 - CMY color mixing system
 - Electronic linear CCT mixing control
 - Ten position plus open color wheel
 - Full-curtain framing system for total control of beam shaping
 - 15-blade iris
 - Two diffusion, light and medium, system
 - Nine position plus open rotating gobo wheel
 - Dual prisms for compound beam and projection effects
 - Linearly insertable rotating animation wheel

Dance Boom Fixtures

- Remove (14) incandescent fixtures on dance booms
- Install (14) ColorSource PAR w/ medium round diffuser on dance booms
 - Color-mixing high-intensity LED luminaire
 - DMX control of intensity and color
 - RGB-L color system
 - Homogenized optics
 - Simple User interface with seven-segment display
 - powerCON in and thru
 - DMX on 5-pin XLR
 - LED droop compensation
 - Optically calibrated
 - Aluminum housing

Over Stage Fixtures

- Remove incandescent fixtures over stage
- Install (14) ColorSource PAR w/ medium round diffuser over stage
 - Color-mixing high-intensity LED luminaire
 - DMX control of intensity and color
 - RGB-L color system
 - Homogenized optics
 - Simple User interface with seven-segment display
 - powerCON in and thru
 - DMX on 5-pin XLR
 - LED droop compensation
 - Optically calibrated
 - Aluminum housing

Cabling and Power

- Provide and install power and data cable for theatrical fixtures
- Provide and install relay modules in Sensor power controls rack. Quantity to provide adequate relayed power for LED fixtures

Special Considerations & Additional Information

Lighting Controls

- It is desired that the lighting system has the ability to be controlled by a wireless device, e.g., an iPad, from the stage or auditorium floor.
- Consideration and effort should be made to ensure that lighting systems can be integrated with existing or future touchscreen controls such as Crestron, QSYS, Extron, etc...
- If it is determined that utilizing the existing network switch located backstage is preferable to installing a new one in the rack, and networking cable runs between the rack and the existing network switch are necessary, the awarded vendor will be asked to provide a quote for this work outside the scope of the current contract.

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

Item #	Specifications
1	<p><i>Paradigm processor:</i></p> <ul style="list-style-type: none"> • <i>Designed for use in DRd or ERn enclosures</i> • <i>LinkConnect protocol to provide topology free system for connecting control stations</i> • <i>NetConnect protocol to connect to touchscreens and other devices</i> • <i>Programmed from ETC LightDesigner</i> • <i>1024 channels of control per processor</i> • <i>Max 128 control stations per control processor</i> • <i>Supports sACN network lighting control protocol</i> • <i>Real-Time clock for astronomical events</i> • <i>Two physical DMX ports, both configurable as an input or output</i> • <i>RS-232 Input and Output</i> • <i>Local user interface to control functionality of control channels, zones, fixtures, groups,</i>

	<p><i>presets, macros, walls and sequences</i></p> <ul style="list-style-type: none"> • <i>Web user interface</i>
2	<p>Paradigm button and fader stations:</p> <ul style="list-style-type: none"> • <i>4x 5-Button Stations</i> • <i>1x 1-Button Station, Labeled "Lockout"</i> • <i>1x 7-Button / 8-Slider Station</i>
3	<p>Portable ETC Paradigm Touchscreen:</p> <ul style="list-style-type: none"> • <i>Natively connects to ETC Paradigm control system</i> • <i>Provide a graphical user interface with passcodes for various levels of user control</i> • <i>Screen to be 7" diagonally with a minimum resolution of 800x400 pixels and a 24-bit color depth</i> • <i>Touchscreen to be house in a cast aluminum portable housing with integrated protective cover that doubles as a stand.</i> • <i>Touchscreen to have integrated cable with Ethercon connector to connect to system</i> • <i>Touchscreen to be powered via Power over Ethernet 802.3af standard</i>
4	<p>ETC Response Din-Mount 8-Port Opto-Splitter:</p> <ul style="list-style-type: none"> • <i>One DMX input port on terminal block</i> • <i>One DMX through port on terminal block</i> • <i>Eight DMX out port on terminal block</i> • <i>Supports DMX and RDM protocols</i> • <i>Power and DMX presence indicators</i> • <i>Powered from external DC powersupply</i> • <i>DIN rail mountable</i>
5	<p>ETC Paradigm programming</p>
6	<p>Sensor3 controls:</p> <ul style="list-style-type: none"> • <i>Manages priority-based Ethernet, DMX, and Preset control for ultra-smooth 16-bit dimming, fast activation of relays, and instant-on support for emergency-lighting systems</i> • <i>Front user interface to monitor system status and configuration of dimming system</i> • <i>Net3 Uplink to connect the dimming system to the lighting network</i> • <i>Backup looks in the event of data loss</i> • <i>System and rack feedback to supported live control desks</i> • <i>Control from network or two DMX ports</i>
7	<p>Mains Feed ETC Echo Relay Panel:</p> <ul style="list-style-type: none"> • <i>24x 120v 20A relays, 100A 3-Pole Mains Breaker, and 0-10v control card option</i> • <i>Supports 24 relays or dimmers</i> • <i>Optional 0-10v dimming card</i> • <i>14" width</i> • <i>DMX and Ethernet sACN control of preset and sequence playback</i> • <i>Local user interface to configure panel, program and load presets, and indivial channel control</i>

	<ul style="list-style-type: none"> • UL924 listed emergency control bypass with load shedding
8	<p>Unison Foundry Relay Controller:</p> <ul style="list-style-type: none"> • DMX controlled 20A relays to switch lighting loads on and off • Relay controller mounts to an electrical junction box • One 20A 120 – 277 circuit input with dual zone relay output
9	<p>ETC Element 2 6k Console:</p> <ul style="list-style-type: none"> • Microprocessor based system specifically designed to provide complete control of stage, studio, and entertainment lighting systems • 6144 control outputs • Outputs distributed over Ethernet network using Net3/ACN network protocol, Art-Net network protocol, and/or 4x physical DMX outputs. • System shall provide full bi-directional RDM communication with compatible devices • Supports two external DisplayPort monitors with optional touch screen control • 40x 45mm standard faders • Dedicated fader paging knob with backlit selection labels • Main playback with two 45mm standard faders • Dedicated high-resolution intensity level wheel • Eos keypad
10	<p>ETC Source 4WRD Color II retrofit kits w/Edison connectors:</p> <ul style="list-style-type: none"> • Transforms existing Source Four incandescent profile fixture into an RGBA color mixing LED fixture • Uses less energy than incandescent lamps • Nondestructive upgrade takes less than five minutes • Requires switched power and DMX control • Prewired power cable with NEMA 5-15p connector
11	<p>ColorSource PAR w/ medium round diffuser:</p> <ul style="list-style-type: none"> • Color-mixing high-intensity LED luminaire • DMX control of intensity and color • RGB-L color system • Homogenized optics • Simple User interface with seven-segment display • powerCON in and thru • DMX on 5-pin XLR • LED droop compensation • Optically calibrated • Aluminum housing
12	<p>High End Systems Lonestar Fixtures:</p> <ul style="list-style-type: none"> • 15400 lumen output • Bright white LED engine • 290W Ultra-Bright engine • High quality 13-lens optic system

	<ul style="list-style-type: none"> • 3.8° - 55° zoom • CMY color mixing system • Electronic linear CCT mixing control • Ten position plus open color wheel • Full-curtain framing system for total control of beam shaping • 15-blade iris • Two diffusion, light and medium, system • Nine position plus open rotating gobo wheel • Dual prisms for compound beam and projection effects • Linearly insertable rotating animation wheel
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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:	Raymond A. Pachnar
Office Phone #:	252-618-6512
Mobile Phone #:	N/A

Email:	pachnarr@edgecombe.edu
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6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.4 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 CONTRACT CHANGES

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

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

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

ATTACHMENT A: PRICING

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

#1) Architectural Lighting Controls Upgrade:	<i>Total:</i>
#2) System Programming and Training:	<i>Total:</i>
#3) Theatrical Dimming Controls Upgrade:	<i>Total:</i>
#4) House Lighting Power Controls Upgrade:	<i>Total:</i>
#5) Theatrical Lighting Control Console Upgrade:	<i>Total:</i>
#6) Theatrical Lighting Upgrade:	<i>Total:</i>
#7) Labor, Installation, Equipment Rental, Logistics:	<i>Total:</i>
GRAND TOTAL:	

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

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

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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

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

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 *****