

<p align="center"><b>STATE OF NORTH CAROLINA</b></p> <p align="center"><b>STATE BUREAU OF INVESTIGATION</b></p>	<p align="center"><b>INVITATION FOR BIDS OR REQUEST FOR QUOTE NO. IFB 49-194530-BH</b></p>	
	<p><b>Offers will be publicly opened:</b> October 10, 2025</p>	
	<p><b>Issue Date:</b> September 11, 2025</p>	
<p><i>Refer <u>ALL</u> inquiries regarding this IFB to:</i></p> <p><b>Boyce Haywood</b></p> <p><a href="mailto:bhaywood@ncsbi.gov">bhaywood@ncsbi.gov</a></p> <p>(919) 582-8554</p>	<p><b>Commodity Number:</b> 461716</p>	
	<p><b>Description:</b> Surveillance and Detection Equipment</p>	
	<p><b>Using Agency:</b> NC State Bureau of Investigation</p>	
<p><b>See page 2 for mailing instructions.</b></p>	<p><b>Requisition No.:</b> RQ194530</p>	

**OFFER AND ACCEPTANCE**

The State seeks offers for the goods, software, and/or services described in this solicitation. The State's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this IFB, (3) specifications, (4) Department of Information Technology Terms and Conditions of this IFB, and (5) the agreed portions of the awarded Vendor's offer. **No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.**

**EXECUTION**

In compliance with this Invitation for Bid / Request for Quote, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

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

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

Offer valid for one-hundred and twenty (120), days from date of offer opening unless otherwise stated here: \_\_\_\_ days

**ACCEPTANCE OF OFFER**

If any or all parts of this IFB are accepted, an authorized representative of North Carolina State Bureau of Investigation (SBI) shall affix their signature hereto. A copy of this acceptance will be forwarded to the successful vendor(s).

**FOR STATE USE ONLY**

*Offer accepted and contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2025,*

*by \_\_\_\_\_ (Authorized representative of North Carolina State Bureau of Investigation).*

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**1.0 INTENT, USE, DURATION AND SCOPE**

The NC State Bureau of Investigations (NCSBI) invites qualified vendors to submit bids for the provision of products and services related to the installation, configuration, and integration of Access Control Systems (ACS): video surveillance systems, and video intercom systems at multiple NCSBI facilities located at 3320 Garner Road and 1705 Tryon Road, Raleigh, NC. This Invitation for Bid (IFB) encompasses three distinct projects as outlined below.

The purpose of this IFB is to establish contracts with vendors capable of delivering high-quality security system installations, ensuring compatibility with existing S2 access control systems and video management systems (VMS), and providing reliable post-installation support. Vendors are encouraged to provide competitive pricing, detailed technical proposals, and estimated labor hours for the specified scopes of work. Successful bidders will also be pre-qualified for future security system projects with NCSBI, subject to the submission and approval of Statements of Work (SOWs) for each future engagement. This is an Agency Specific Term Contract.

**2.0 GENERAL INFORMATION**

**2.1. IFB SCHEDULE**

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

Event	Responsibility	Date and Time
Issue IFB	State	September 11, 2025
Mandatory Site Visit	Vendor	September 25, 2025
Submit Written Questions	Vendor	October 1, 2025, 2:00 PM ET
Submit Bid	Vendor	October 10, 2025, 2:00 PM ET
Contract Award	State	TBD

**2.2. MANDATORY SITE VISIT**

Date: September 10, 2025  
 Time: 1:00 PM Eastern Time  
 Location: 3320 Garner Road, Raleigh, NC 27610  
 Building #14, Logistics Warehouse

**Instructions:** It shall be MANDATORY that each Vendor representative be present for the Site Visit on September 25, 2025. Attendees must meet promptly at 1:00 PM Eastern Time at 3320 Garner Road, Raleigh, NC 27610, Building #14, Logistics Warehouse. The second part of the Site Visit will be at a nearby facility located at 1705 Tryon Park Drive, Raleigh, NC 27610, Capital Area Building. All attendees must sign-in upon arrival. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, NOR SHALL THEIR OFFER BE CONSIDERED. Late arrivals may be excluded from the meeting room until all on-time attendees have completed sign-in and the sign-in sheet secured. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow. On-time attendance will be strictly enforced.

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 IFB. Vendors must 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 offer.

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 IFB, must be confirmed by written addendum before it can be considered to be a part of this offer.

**2.2.1 Site Visit(s) for Future Projects:**

*Site Visit(s) will be Identified* at each location when a Scope of Work is issued to the awarded vendor. NCSBI will coordinate a date and time with the awarded vendors for future procurements.

**Instructions:** Awarded Vendor(s) and/or Vendor representatives are expected to attend a site visit of the project and apprise themselves of all conditions when issued a Scope of Work, which will affect the performance of the work required or reasonable implied by this IFB.

**2.3. VENDOR QUESTIONS**

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

Written questions concerning this Solicitation will be received until October 1, 2025 at 2:00 PM Eastern Time. They must be submitted to the contact person listed on Page One of this Solicitation via email to [bhaywood@ncsbi.gov](mailto:bhaywood@ncsbi.gov). Please enter “Questions Solicitation IFB 49-194530-BH - Physical Security Enhancements” as the subject for the message. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
IFB Section, Page Number	

**2.4. ADDENDA**

The State may issue addenda if Vendor questions are permitted as described above, or if additional terms, specifications, or other changes are necessary for this procurement. It is important that all Vendors bidding on this IFB periodically check the NC eVP for any and all Addenda that may be issued prior to the offer opening date. All addenda shall become an Addendum to this IFB.

**2.5. OFFER SUBMITTAL**

Due Date:       October 10, 2025  
 Time:            2:00 PM Eastern Time

**IMPORTANT NOTE:** Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. **Vendor must include all the pages of this solicitation in their response.** It is the Vendor’s sole responsibility to ensure its offer has been delivered to this Office by the specified time and date of opening. Any proposal-delivered after the proposal deadline will be rejected.

**Offer Submission Details:**

**By Mail or Delivery:**

<b>Mailing address for delivery of offer via US Postal Service</b>	<b>Office Address of delivery by any other method (special delivery, overnight, or any other carrier).</b>
<p><i>IFB NUMBER: 49-194530-BH</i></p> <p>NC State Bureau of Investigation                      3320 Garner Road                      Building No. 14                      Raleigh, NC 27610                      Attn: Boyce Haywood</p>	<p><i>IFB NUMBER: 49-194530-BH</i></p> <p>NC State Bureau of Investigation                      3320 Garner Road                      Building No. 14                      Raleigh, NC 27610                      Attn: Boyce Haywood</p>

**Sealed offers**, subject to the conditions made a part hereof, will be received at 3320 Garner Road, Building No. 14, Raleigh, NC 27610 until 2:00 pm Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted in a sealed package with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification.

All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.**

- a) Submit **one (1) signed, original executed** offer to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with Vendor name and the IFB number. Address the package(s) for delivery as shown in the table above. If Vendor submits more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

**2.6. BASIS FOR REJECTION**

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

**2.7. LATE OFFERS**

Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

**2.8. NON-RESPONSIVE OFFERS**

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

- “This offer does not constitute a binding offer”,
- “This offer will be valid only if this offer is selected as a finalist or in the competitive range”,
- “Vendor does not commit or bind itself to any terms and conditions by this submission”,
- “This document and all associated documents are non-binding and shall be used for discussion purposes only”,
- “This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties”, or
- A statement of similar intent.

## **2.9. NOTICE TO VENDORS**

**The State objects to and will not be required to evaluate or consider any additional terms and conditions not previously agreed to by the State and submitted with an Offeror’s response. This applies to any language appearing in or attached to the document as part of the Offeror’s response. By execution and delivery of this Invitation for Bids / Request for Quote and response(s), the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.**

## **2.10 E-PROCUREMENT SOLICITATION**

**This is NOT an E-Procurement solicitation.** See Paragraph #47 of the attached Department of Information Technology Terms and Conditions.

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

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

## **2.11. DISTRIBUTORS AND RESELLERS**

“Resellers” as used herein, refers to businesses that routinely sell or distribute Vendor’s Products, and may include “Distributors”, “Value Added Resellers” (VARs), “Original Equipment Manufacturers” (OEMs), Channel Partners, or such other designations. These businesses must be approved by the State prior to placement of any orders. Any contract established will be subject to this solicitation and any resulting Agreement(s), and to the terms and conditions of the State’s competitive bidding process.

The Agency acknowledges that the Reseller has merely purchased the Third-Party Items for resale or license to the Agency, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than the Reseller (“Third Parties”). The Agency further acknowledges that except for the payment to the Reseller for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. The Reseller shall provide the Agency with copies of all documentation and warranties for the Third-Party Items which are provided to the Reseller. The Reseller shall assign all applicable third-party warranties for Deliverables to the Agency.

## **2.12. POSSESSION AND REVIEW**

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

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

### **2.13. BEST AND FINAL OFFERS (BAFO)**

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

### **2.14. SOURCE SELECTION**

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

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

Vendors are advised that the State is not obligated to ask for or accept after the closing date for receipt of the offer, data that is essential for a complete and thorough evaluation of the offer.

### **2.15. EVALUATION CRITERIA**

Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.

- 1) Technical Compliance and Compatibility
  - a. Assessment of how well the proposed equipment, materials and services meet or exceed the technical specifications outlined in Section 4.2.

- b. Review of proposed equivalents or substitutes for specified products, ensuring they maintain performance standards.
- c. Completeness of descriptive literature, material lists, and cabling/installation plans.
- 2) How well the Vendor’s offer conforms with the solicitation (**Attachment A**).
- 3) How each Vendor’s offer compares with other Vendors’ offers. (Section 3.10 and Section 4.0)
  - a. Demonstration of proven expertise in physical security installations, including at least three similar projects.
- 4) Adherence to Section 3.6 Security Specifications.
- 5) Vendor Schedule / Timeline for completing work.
  - a. Proposed project management approach, including detailed timelines, milestones and risk mitigation for the three projects (from award to project completion).
- 6) Financial Stability. (Attachment F).
- 7) Total Cost of Ownership.

**2.16. AWARD**

It is the general intent to award this contract to one or more Vendors. As provided by statute, award will be based on Best Value Analysis, in accordance with N.C.G.S. §143B-1350(h), which provides that the offer must be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302.

A link to the NC Electronic Vendor Portal (eVP) allows the public to retrieve contract award information electronically from the web site: <https://evp.nc.gov/> Results may be found by searching by IFB number or agency name. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

**2.17. POINTS OF CONTACT**

Contact by the Offeror with the persons shown below for contractual and technical matters related to this IFB is only permitted if expressly agreed to by the purchasing lead named on page 5, or upon award of contract:

Vendor Contractual Point of Contact	Vendor Technical Point of Contact
<p>[NAME OF VENDOR]</p> <p>Street: [STREET ADDRESS]</p> <p>[CITY, STATE, ZIP]</p> <p>Attn: Assigned Contract Manager</p>	<p>[NAME OF VENDOR]</p> <p>Street: [STREET ADDRESS]</p> <p>[CITY, STATE, ZIP]</p> <p>Attn: Assigned Technical Lead</p>

**3.0 SPECIFICATIONS**

**3.1. VENDOR STANDARD AGREEMENT(S)**

The terms and conditions of Vendor’s standard services, license, maintenance or other agreement(s) applicable to Services, Goods, Software and other Products acquired under this Agreement may apply to the extent such terms and conditions do not materially change the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Vendor’s standard agreement(s), the terms and conditions of this Agreement relating to audit and records, jurisdiction, choice of law, the State’s electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the NC SBI Terms and Conditions herein shall apply in all cases and supersede any provisions contained in Vendor’s relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or

maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns; nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

**3.2. VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.**

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

- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States.
- b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors.
- c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States.
- d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided.

**Will any work under this contract be performed outside the United States?**  YES  NO

If Vendor answered "YES" above, list the location(s) outside the United States where work under this contract will be performed by Vendor, any sub-contractors, employees, or other persons performing work under the contract.

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**3.3. E-VERIFY**

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

**3.4. BRAND SPECIFIC PRODUCT**

Manufacturer(s) name and product descriptions used in this solicitation are product specific. Unless otherwise specified, vendors may propose equivalent products that meet or exceed the performance and compatibility requirements outlined in **Section 4.2 Technical Specifications**.

Failure to comply with this requirement will result in rejection of offer.

**3.5. DESCRIPTIVE LITERATURE**

All offers shall include specifications and technical literature sufficient to allow the State to determine that the equipment meets all requirements. This technical literature will be the primary source for bid evaluation. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Bid responses without sufficient technical documentation may be rejected.

**3.6 SECURITY SPECIFICATIONS**

Projects will handle data classified as Moderate per the North Carolina Statewide Data Classification and Handling Policy".

**3.7 SOLUTIONS HOSTED ON NC SBI INFRASTRUCTURE**

Vendors shall provide a completed Vendor Readiness Assessment Report State Hosted Solutions (“VRAR”) at offer submission. This report is located at the following website:

<https://it.nc.gov/documents/vendor-readiness-assessment-report>

**3.8. PRODUCT RECALL**

Vendor assumes full responsibility for prompt notification of both the contract administrator and purchaser of any product recall in accordance with the applicable state and federal regulations.

**3.9. WARRANTY**

Manufacturer’s standard warranty shall apply. Upon request by the State, Vendor shall provide a copy of the manufacturer’s standard warranty within two (2) business days.

Vendor warrants that all equipment furnished under this IFB will be new, of good material and workmanship. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the State.

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 through the use of 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 is responsible for compliance with warranty terms by any third-party service provider.

Is Vendor authorized by manufacturer to repair equipment offered during the warranty period?

YES  NO

Will Vendor provide warranty service?  YES  NO, an authorized third party will perform warranty service.

**Contact information** for warranty service provider:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_

Contact Person Email: \_\_\_\_\_

**3.10. MAINTENANCE**

**Vendor must offer at least one (1) additional year of annual maintenance for use after the initial one-year warranty period expires. The State may elect to receive approved provider’s then-current maintenance service upon payment of applicable annual maintenance fees, beginning at the end of the warranty period. Maintenance services may be renewed upon written notice by the State 60 days prior to the contract anniversary date. Escalation of annual maintenance fees shall not exceed 5% per year. Any maintenance agreements shall be subject to the terms of this contract. For this period support must be provided between 8:00 am to 5:00 pm Monday through Friday and shall include an 8x5xNext Business Day maximum response time.**

**3.10.1 Optional Maintenance and Support Programs**

Vendors must offer post-installation maintenance and support programs to ensure system reliability and longevity. The proposed plans must include detailed descriptions, response times, and estimated costs, submitted as part of the bid response.

**1. System Healthcare Monitoring Plan:**

- Real-time remote monitoring of system health, including controllers, cameras, and intercoms.
- Automated alerts and reports for potential issues (e.g., device offline, low battery).
- Response time: Within 4 hours for critical alerts during business hours (8:00 AM–5:00 PM, Monday–Friday).
- 

**2. Standard Maintenance Plan:**

- Service during business hours (8:00 AM–5:00 PM, Monday–Friday).
- Includes repair or replacement of defective parts, with all costs (parts, labor, freight) covered.
- Guaranteed response times: 8 hours for emergencies, 24 hours for non-emergencies.
- Annual system integrity inspection and preventive maintenance.
- Remote technical support and help desk access.
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**3. Premium Maintenance Plan:**

- 24/7/365 service availability.
- Includes repair or replacement of defective parts at any time, with all costs covered.
- Guaranteed response times: 4 hours for emergencies, 24 hours for non-emergencies.
- Annual system integrity inspection, preventive maintenance, and software/firmware updates.
- Replacement of consumables (e.g., batteries, bulbs) as needed.

**For completion by Vendor:** Vendor’s maximum response time to this location after receipt of service call: \_\_\_\_\_ hours

Describe in detail the items and services to be covered under the standard and optional/extended maintenance programs:

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**3.11. CONTRACT TERM**

A contract awarded pursuant to this IFB shall have an effective date as provided in the Notice of Award. The term shall be one (1) year and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend this contract for two (2) additional one (1) year periods at its sole discretion.

### 3.12. **DELIVERY**

The Vendor shall provide F.O.B. Destination to the locations specified in the Scope of Work (SOW).

Successful Vendor will be able to commence the SOW within thirty (30) consecutive calendar days after receipt of purchase order for the designated location(s) in the SOW.

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.

If circumstances beyond the control of the contractor result in a late delivery or installation, it is the responsibility and obligation of the contractor to notify the Contract Administrator listed on the purchase order, in writing, immediately upon determining delay of shipment. The written notification should indicate the anticipated delivery dated.

### 3.13 **SPECIFICATIONS**

**The IFB covers three separate projects, each with distinct requirements for access control, video surveillance, and intercom systems. Vendors must submit bids for all three projects, providing itemized costs for materials, labor, and miscellaneous expenses. Bidders are required to provide pricing for the labor hours needed to complete each project based on the provided scope and material lists.**

#### **Project 1: Building 14 Access Control System (ACS)**

- Location: 3320 Garner Road, Raleigh, NC 27626
- Description: Installation of access control systems for five doors (three exterior double doors and two interior single doors in the Receiving Storage area).
- Requirements:
  - Install one card reader, one or two door contacts, one request-to-exit motion sensor, and one electronic lock per door, compatible with existing lockset hardware.
  - Cable from each door to the ACS headend equipment room (cables supported, not in conduit).
  - Program doors into the existing S2 system using available licenses.
  - Test for proper operation and integration.
- Material List (Vendors must provide equivalent or compatible products):
  - 1 Intelligent Dual Reader Controller (12 or 24 VDC, 6 MB flash memory, 50,000 event memory, Ethernet, dual path capability)
  - 2 Mercury MR52 Reader Interface Modules (2 readers, 8 inputs, 6 outputs)
  - 1 150W 12&24V 8LCK 8AUX E4M ENC
  - 3 Von Duprin Quiet Electric Latch Retraction Modular Conversion Kits
  - 2 Mortise Door Strikes (1" deep, 5 face plates, 630/US32D finish, 12/24VDC)
  - 5 Request-to-Exit PIR (Gray)
  - 5 Light Grey Trim Plates for DS150&160
  - 5 Signo 40 Card Readers (Black/Silver, Pigtail)
  - 8 Surface Mount 1-Switch, 1-Close Loop
  - 3 Keedex K-DL38A 18" Armored Door Loops (3/8" Flexible Conduit, Aluminum)
  - Miscellaneous: Wiremold, fittings, consumables
  - 3 18(4)+22(2+4+6) 15 CMP OAJ 1M Y cables
  - 1 CAT 6+ UTP CMP 1000-Box Green
- Labor Estimate: Bidders must provide estimated hours for:
  - Physical Security Technician
  - Physical Security Network Engineer
  - Project Management
- Deliverables:
  - Fully operational ACS for five doors, integrated with existing S2 system.

- Documentation of installation, configuration, and testing.
- Training for NCSBI staff on system operation (if applicable).

**Project 2: CAB Director’s Door and File Room Door ACS**

- Location: 1705 Tryon Road, Raleigh, NC
- Description: Installation of access control systems for two interior doors (Director’s office and file room).
- Requirements:
  - Install one card reader, one door contact, one request-to-exit motion sensor, and one electronic lock per door.
  - Cable from each door to the ACS headend equipment room (cables supported, not in conduit).
  - Program doors into the existing S2 system using available licenses.
  - Test for proper operation and integration.
- Material List (Vendors must provide equivalent or compatible products):
  - 1 Mercury MR52 Reader Interface Module (2 readers, 8 inputs, 6 outputs)
  - 1 75W DV 12&24V 4 LCK 8 AUX E2M
  - 2 Signo 40 Card Readers (Black/Silver, Pigtail)
  - 2 Request-to-Exit PIR (Gray)
  - 2 Surface Mount 1-Switch, 1-Close Loop
  - 2 Mortise Locksets (12/24VDC)
  - Miscellaneous: Wiremold, fittings, consumables
  - 1 18(4)+22(2+4+6) 15 CMP OAJ 1M Y cable
  - 1 CAT 6+ UTP CMP 1000-Box Green
- Labor Estimate: Bidders must provide estimated hours for:
  - Physical Security Technician
  - Physical Security Network Engineer
  - Project Management
- Deliverables:
  - Fully operational ACS for two doors, integrated with existing S2 system.
  - Documentation of installation, configuration, and testing.
  - Training for NCSBI staff on system operation (if applicable).

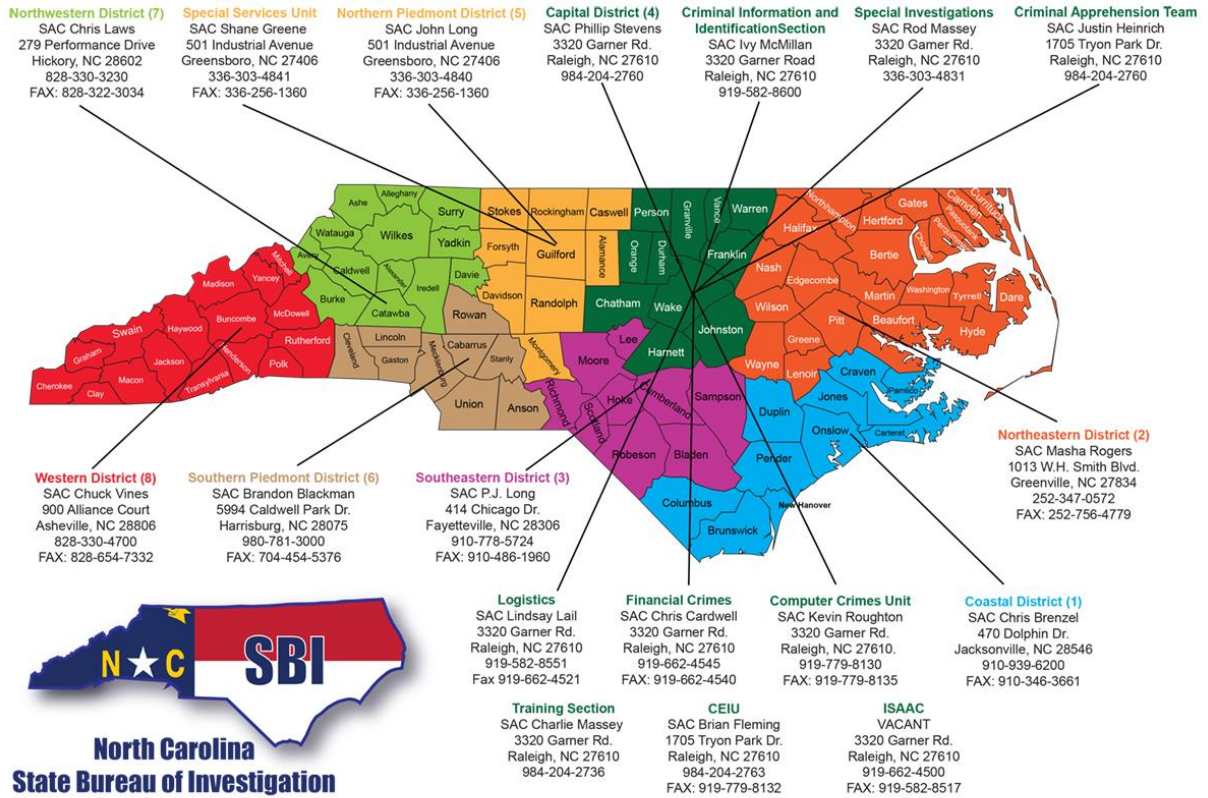
**Project 3: CAB Access Control, Video Surveillance, and Intercom System**

- Location: 1705 Tryon Road, Raleigh, NC
- Description: Installation of a two-door ACS for a pedestrian gate, eight cameras (seven exterior, one interior), and a video intercom system with one door station and two desk stations.
- Requirements:
  - Access Control:
    - Install a new S2 2-Door Access Control Controller and Life Safety Panel in the existing IDF.
    - For the pedestrian gate: Install one card reader, one request-to-exit button, one electrical GL1 gate lock, and one door contact.
    - Cable using composite AC cable to the IDF (cables supported, not in conduit).
    - Configure and test the gate ACS, integrating with the existing S2 system. (Note: NCSBI will assign badge access levels.)
  - Video Surveillance:
    - Install seven exterior cameras (six Axis P1467LE 5MP and one Axis P3735PLE 4x2MP, or comparable substitute) and one interior camera (Axis M4216LV 4MP, or comparable substitute) on the building perimeter and front lobby.
    - Connect cameras to the existing VMS recorder in Building 17.
    - Ensure all Cat 6 cables are green and connected to the customer-provided switch in the IT closet.
  - Intercom:
    - Install one IP video door station at the front entry (flush-mounted).

- Install two desk stations (one at the front reception desk, one at a TBD location).
  - Pull intercom wiring to the network switch in the IDF.
- Material List (Vendors must provide equivalent or compatible products):
  - Access Control:
    - 1 Intelligent Dual Reader Controller (12 or 24 VDC, 6 MB flash memory, 50,000 event memory, Ethernet, dual path capability)
    - 1 75W DV 12&24V 4 LCK 8 AUX E2M
    - 1 Signo 40 Card Reader (Black/Silver, Pigtail)
    - 1 Gatelock (Fail Locked, 12/24VDC)
    - 1 Flex Mount Kit for Swing Gate
    - 1 Surface Mount 1-Switch, 1-Close Loop
    - 1 Illuminated REX Push Button
    - 1 Single Gang Clear Cover
  - Intercom:
    - 1 IP Video Door Station (Flush)
    - 1 Surface Mount Box (IS/IX-DVF)
    - 2 IX Master Desk Stations (7" White)
  - Surveillance:
    - 6 Axis P1467LE 5MP Bullet Cameras (VF, AI, IP67)
    - 1 Axis P3735PLE 4x2MP IR AI+ IP67 Camera
    - 1 Axis T94N01D Pendant Kit
    - 1 Axis T91D61 Wall Mount
    - 1 Axis T91A64 Corner Bracket
    - 1 Axis M4216LV 4MP Vandal-Dome Camera
    - 8 Single IP Camera Licenses
  - Miscellaneous:
    - Miscellaneous: Wiremold, fittings, consumables
    - 1 18(4)+22(2+4+6) 15 CMP OAJ 1M Y cable
    - 4 CAT 6+ UTP CMP 1000-Box Green
    - Lift rental (as needed)
- Labor Estimate: Bidders must provide estimated hours for:
  - Physical Security Technician
  - Physical Security Network Engineer
  - Project Management
  - Design & Consultation Services
- Deliverables:
  - Fully operational ACS for the pedestrian gate, integrated with the existing S2 system.
  - Operational video surveillance system connected to Building 17's recorder.
  - Functional video intercom system with door and desk stations.
  - Documentation of installation, configuration, and testing.
  - Training for NCSBI staff on system operation (if applicable).

NCSBI intends to use this IFB to pre-qualify vendors for future security system projects. Vendors awarded contracts for the above projects will be eligible to receive Invitation for Bids (IFBs) or Statements of Work (SOWs) for subsequent NCSBI security system installations, upgrades, or maintenance. Future engagements will require the submission of a detailed SOW, which will outline the scope, materials, labor, and deliverables specific to each project. Pre-qualified vendors must maintain compliance with NCSBI's performance standards, including quality of work, adherence to timelines, and responsiveness to service requests.

The work will be in the SBI offices across the state:



UPDATED 2/25/2025

A URL to the district offices is located at:

<https://www.ncsbi.gov/Divisions/Field-Operations/District-Offices.aspx>

To qualify for future work, vendors must demonstrate:

- Technical expertise in access control systems, Axis surveillance cameras, and IP-based intercom systems.
- Ability to provide post-installation support, including optional maintenance plans (see Section 5).
- Competitive pricing and transparency in cost estimates.

## 4.0 REQUIREMENTS

This section outlines the mandatory technical, performance, and compliance requirements for vendors submitting bids in response to this Invitation for Bids (IFB). By submitting a bid, vendors agree to meet all stated requirements, as well as any additional specifications, terms, and conditions specified in this IFB. The requirements cover the supply, installation, configuration, integration, and optional maintenance of access control systems (ACS), video surveillance systems, video intercom systems, and related infrastructure at NCSBI facilities located in North Carolina.

### 4.1 General Requirements

YES  NO

#### 4.1.1 Vendor Capability:

- Vendors must demonstrate proven experience in designing, installing, and maintaining enterprise-grade physical security systems, including ACS, IP-based video surveillance, and video intercom systems.

- Vendors must provide at least three (3) references for projects of similar size and scope, as specified in **Section 4.4 References**, using **Attachment E: Customer Reference Form**.
- Vendors must be authorized resellers or distributors of all proposed equipment and software, with certification from manufacturers (e.g., S2, Axis, or equivalent) to install and service the systems.
- **Compliance with Standards:**
- All equipment, software, and services must comply with applicable federal, state, and industry standards, including but not limited to:
  - UL (Underwriters Laboratories) for safety and performance.
  - IP66/IP67 for weatherproofing of outdoor equipment.
  - TIA/EIA-568-B for cabling standards.
  - NIST 800-53 for cybersecurity controls.
  - W3C Web Accessibility Initiative (WCAG) 2.1 and Section 508 for accessibility
- Vendors must provide a completed **Vendor Readiness Assessment Report (VRAR)** for State Hosted Solutions, as specified in **Section 3.6 Security Specifications**, to demonstrate compliance with NCSBI's security standards.

**4.1.2 Integration with Existing Systems:**

- All proposed systems must seamlessly integrate with NCSBI's existing S2 Access Control System (ACS) and S2 NetVR Video Management System (VMS), unless otherwise specified in a Statement of Work (SOW).
- Vendors must ensure compatibility with existing licenses, network infrastructure, and IP address schemes provided by NCSBI.
- Vendors must provide detailed integration plans, including supported standards, APIs, adaptors, and platforms, when requested.

**4.1.3 Scalability and Future Compatibility:**

- Proposed solutions must be scalable to accommodate future expansions, such as additional doors, cameras, or intercom stations.
- Equipment and software must support firmware/software updates for a minimum of five (5) years from the date of installation to ensure long-term compatibility and cybersecurity.

**4.1.4 Documentation and Training:**

- Vendors must provide comprehensive documentation, including:
  - As-built drawings of installed systems.
  - Configuration settings for ACS, cameras, and intercoms.
  - User manuals and maintenance guides for all equipment.
  - Integration details with existing S2 systems.
- Vendors must offer training sessions for NCSBI staff on system operation, administration, and basic troubleshooting, with a minimum of one (1) session per project unless otherwise specified in the SOW.

**4.1.5 Project Management:**

- Vendors must assign a dedicated project manager for each SOW to coordinate installation, testing, and integration activities.
- Vendors must submit detailed project timelines, including milestones for equipment delivery, installation, configuration, testing, and final acceptance, within 10 business days of receiving an SOW.
- Vendors must attend site visits, as outlined in **Section 2.2 Site Visits**, to assess conditions and confirm requirements before submitting estimates.

**4.1.6 Delivery and Installation:**

- All equipment must be delivered F.O.B. Destination to the locations specified in the SOW, as per **Section 3.12 Delivery**.
- Vendors must complete installation within thirty (30) consecutive calendar days from receipt of the purchase order, unless otherwise specified in the SOW.

- Upon completion, vendors must remove all waste and debris, leaving the installation site clean and ready for use.
- Vendors must notify the NCSBI Contract Lead in writing immediately upon determining any potential delay, including the anticipated delivery date.

#### 4.1.7 Warranty and Maintenance:

- All equipment must carry a manufacturer's standard warranty of at least twelve (12) months from the date of installation, covering defective parts, labor, freight, and technician travel at no additional cost to NCSBI, as specified in **Section 3.9 Warranty**.
- Vendors must offer at least one (1) additional year of annual maintenance after the warranty period, with a maximum response time of 8 hours for emergency issues during business hours (8:00 AM–5:00 PM, Monday–Friday), as per **Section 3.10 Maintenance**.
- Vendors must provide contact information for the warranty service provider and confirm authorization to perform repairs.

#### 4.2 Technical Specifications

YES       NO

Vendors must provide equipment and services that meet or exceed the following technical specifications. Equivalent or superior products may be proposed, provided they are fully compatible with existing S2 systems and meet all performance requirements. Vendors must include specifications and technical literature with their bids, as required in **Section 3.5 Descriptive Literature**.

#### 4.2.1 Access Control Systems (ACS)

##### 1. Components:

- **Controllers:**
  - Intelligent dual-reader controllers supporting 12/24 VDC, with a minimum of 6 MB flash memory, 50,000 event memory, and on-board Ethernet with dual-path capability.
  - Must support a maximum of 32 devices and integrate with existing S2 ACS platforms.
- **Reader Interface Modules:**
  - Support for 2 readers, 8 inputs, and 6 outputs (e.g., Mercury MR52 or equivalent).
- **Card Readers:**
  - Proximity or smart card readers (e.g., Signo 40 or equivalent) with pigtail connections.
  - Must support black/silver finish for aesthetic consistency.
- **Electronic Locks:**
  - Fail-locked gate locks, mortise door strikes (1" deep, 630/US32D finish), or latch retraction kits (e.g., Von Duprin Quiet Electric Latch Retraction or equivalent).
  - Support for 12/24 VDC operation.
- **Request-to-Exit (REX) Devices:**
  - Passive infrared (PIR) motion sensors (gray finish) or illuminated push buttons with single gang clear covers.
- **Door Contacts:**
  - Surface-mount, single-switch, closed-loop contacts for secure door monitoring.
- **Power Supplies:**
  - Dual-voltage (12/24V) power supplies with a minimum capacity of 75W–150W, supporting 4–8 locks and auxiliary outputs.
  - Enclosures must include lockable metal cabinets (e.g., E2M or E4M).
- **Armored Door Loops:**
  - 18" flexible conduit (3/8" diameter, aluminum finish) for secure wiring transitions.

##### 2. Performance Requirements:

- ACS components must support real-time event logging and remote management via the S2 platform.
- Systems must maintain operational integrity in temperatures ranging from -10°C to 50°C and humidity up to 85% non-condensing.
- Card readers and locks must have a minimum mean time between failures (MTBF) of 100,000 cycles.

##### 3. Integration:

- New ACS components must integrate seamlessly with existing S2 controllers and licenses without requiring additional software or hardware upgrades.
- Vendors must program and test all doors/gates for proper operation, ensuring compatibility with NCSBI's badge access protocols.

**4. Cabling:**

- Use CAT 6+ UTP CMP (green) for network connections and composite AC cable for power and signal transmission.
- Cables must be supported (not in conduit) and adhere to TIA/EIA-568-B standards.
- Vendors must provide wiremold, fittings, and consumables as needed for professional installation.

**4.2.2 Video Surveillance Systems**

**1. Components:**

- **Exterior Cameras:**
  - Minimum 2MP–5MP resolution, with options for bullet (e.g., Axis P1467LE or equivalent) or multi-sensor panoramic cameras (e.g., Axis P3735PLE or equivalent).
  - Must be weatherproof (IP66/IP67), support infrared (IR) for low-light conditions, and include Wide Dynamic Range (WDR) for high-contrast environments.
  - Variable focal length (VF) lenses for adjustable field of view.
- **Interior Cameras:**
  - Minimum 4MP resolution, vandal-resistant dome cameras (e.g., Axis M4216LV or equivalent) with IR and 3–6mm lenses.
- **Mounting Hardware:**
  - Wall mounts, pendant kits, and corner brackets (e.g., Axis T91D61, T94N01D, T91A64, or equivalent) to ensure secure and flexible installation.
- **Licenses:**
  - Single IP camera licenses compatible with existing S2 NetVR or equivalent VMS.

**2. Performance Requirements:**

- Cameras must deliver a minimum frame rate of 30 fps at full resolution.
- Systems must support H.264/H.265 compression to optimize bandwidth and storage.
- Cameras must operate in temperatures from -40°C to 60°C and humidity up to 95% non-condensing.
- Must include analytics capabilities (e.g., motion detection, tamper alerts) compliant with NCSBI's security policies.

**3. Integration:**

- Cameras must connect to NCSBI's existing VMS recorder (e.g., located in Building 17 for the 1705 Tryon Road project) via customer-provided network switches.
- Vendors must configure cameras with NCSBI-provided IP addresses and ensure compatibility with existing S2 NetVR software.

**4. Cabling:**

- Use CAT 6+ UTP CMP (green) for all camera connections, adhering to TIA/EIA-568-B standards.
- Vendors must provide wiremold, fittings, and consumables for clean and secure cabling.

**4.2.3 Video Intercom Systems**

**1. Components:**

- **Door Stations:**
  - IP-based video door stations with flush or surface mounting options (e.g., compatible with IX-DVF or equivalent).
  - Must include high-resolution cameras (minimum 1MP), two-way audio, and tamper-resistant design.
- **Desk Stations:**
  - 7-inch display desk stations (white finish) for interior use (e.g., IX Master or equivalent).
  - Must support video, audio, and remote door release functionality.

**2. Performance Requirements:**

- Intercom systems must support Power over Ethernet (PoE) for simplified installation.
  - Must operate in temperatures from -10°C to 50°C and humidity up to 85% non-condensing.
  - Door stations must have an IP65 rating for outdoor durability.
3. **Integration:**
- Intercom systems must connect to NCSBI's existing network infrastructure via customer-provided switches.
  - Vendors must configure door and desk stations for seamless communication and integration with ACS (if applicable).
4. **Cabling:**
- Use CAT 6+ UTP CMP (green) for all intercom connections, adhering to TIA/EIA-568-B standards.
  - Vendors must provide wiremold, fittings, and consumables for professional installation.

**4.2.4 Miscellaneous Infrastructure**

1. **Cabling:**
- All cabling must be CAT 6+ UTP CMP (green) or composite AC cable, as specified in the SOW.
  - Vendors must provide wiremold, fittings, and consumables to ensure secure and aesthetically pleasing installations.
  - Cabling must be supported (not in conduit) unless otherwise specified.
2. **Lift Rentals:**
- Vendors must coordinate and provide lift rentals for installations at elevated locations (e.g., exterior cameras), including all associated costs in their bids.
3. **Power and Enclosures:**
- Vendors must provide lockable metal enclosures for power supplies and controllers to prevent unauthorized access.
  - Power supplies must support dual voltage (12/24V) and include battery backup for a minimum of 4 hours.

**4.3 Cybersecurity and Data Protection**

YES       NO

1. **Data Classification:**
- The proposed solutions will handle data classified as **High** per the North Carolina Statewide Data Classification and Handling Policy (available at: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>).
  - Vendors must implement controls to protect sensitive data, including access control events, video footage, and intercom communications.
2. **Security Controls:**
- Vendors must comply with NIST 800-53 security controls, as specified in **Section 3.6 Security Specifications**, including:
    - Access control (AC) to restrict system access to authorized users.
    - Audit and accountability (AU) for logging and monitoring system activities.
    - System and communications protection (SC) for encrypting data in transit and at rest.
  - All devices (e.g., cameras, controllers, intercoms) must support secure protocols (e.g., HTTPS, TLS 1.2 or higher) and firmware updates to address vulnerabilities.
3. **Vulnerability Management:**
- Vendors must provide a plan for identifying and mitigating vulnerabilities in proposed equipment and software, including regular firmware updates and patch management.
  - Vendors must notify NCSBI of any known security vulnerabilities within 24 hours of discovery, as per **Section 3.21 Maintenance/Support Services**.
4. **Non-Disclosure:**
- Vendors and their employees/subcontractors must sign a non-disclosure agreement (NDA) to protect confidential information, as specified in **Section 36 Care of Information** and **Section 37 Nondisclosure**.
  - Vendors must provide copies of NDAs upon request by NCSBI.

**4.4 Professional Services** YES NO**1. Installation and Configuration:**

- Vendors must provide certified physical security technicians to install, configure, and test all systems.
- Configuration must include initial programming of ACS, cameras, and intercoms, with settings documented and provided to NCSBI.
- Vendors must verify integration with existing S2 systems and test all functionality (e.g., card reader access, video recording, intercom communication).

**2. Labor Estimates:**

- Vendors must provide estimated hours for the following roles in response to each SOW:
  - **Physical Security Technician:** For installation, cabling, and testing.
  - **Physical Security Network Engineer:** For network integration and configuration.
  - **Project Management:** For coordination, scheduling, and reporting.
  - **Design & Consultation Services** (if applicable): For custom system design or site assessments.
- Estimates must be based on the scope and material requirements provided in the SOW, independent of any prior estimates.

**3. Testing and Acceptance:**

- Vendors must conduct functional tests to verify system performance, including:
  - ACS: Successful card reads, door/gate unlocking, and event logging.
  - Surveillance: Clear video feeds, motion detection, and VMS integration.
  - Intercom: Two-way audio/video communication and remote door release.
- NCSBI will inspect and accept deliverables within ten (10) calendar days, as per **Section 30 Acceptance Criteria**. Non-conforming deliverables must be corrected or replaced at the vendor's expense.

**4. Subcontracting:**

- Vendors may subcontract services only with prior written approval from NCSBI, as per **Section 14 Subcontracting**.
- Subcontractors must meet the same technical and performance standards as the primary vendor and comply with background check requirements (see **Section 4.5 Background Checks**).
- Annual system audit to recommend enhancements and ensure compliance with NCSBI policies.
- Remote technical support and help desk access.

**4.5 Background Checks** YES NO**1. General Requirements:**

- Vendors must conduct criminal background checks for all personnel (including subcontractors) assigned to NCSBI projects.
- Checks must be completed within ninety (90) days of the contract effective date and cover a minimum of seven (7) years, including:
  - Social security verification.
  - Felonies, misdemeanors, and traffic records for all states/countries of residence.
  - Fingerprint checks if required by NCSBI.
- Vendors must submit background check results to the NCSBI Contract Lead for review and approval before personnel can work on-site.

**2. Specific Requirements:**

- Vendors must provide:
  - Details of any felony convictions, crimes involving moral turpitude, or pending investigations for such crimes.
  - Regulatory sanctions or investigations within the past three (3) years.
  - Civil litigation or judgments within the past three (3) years.
- Personnel with the following are prohibited from working on NCSBI projects:

- Lifetime adjudication as a habitual felon (GS 14-7.1) or violent habitual felon (GS 14-7.7).
- Convictions within the last seven (7) years for felony, sexual offense, or violent crime.
- Outstanding warrants or charges for disqualifying offenses.
- Personnel must self-report any disqualifying arrests within twenty-four (24) hours, with vendors notifying NCSBI within twenty-four (24) hours of such reports.

3. **Compliance:**

- Vendors must re-screen personnel upon NCSBI’s request during the contract term.
- Failure to comply with background check requirements constitutes a material breach of contract, as per **Section 4.5.2 Background Check Limitations**.
- Vendors are responsible for all costs associated with background checks.

**4.6 Pricing and Invoicing**

YES       NO

1. **Pricing:**

- Vendor pricing must include all costs for equipment, materials, labor, transportation, handling, and administrative fees, as per **Section 4.1 Pricing**.
- Bids must provide itemized costs for each project component (e.g., ACS materials, surveillance materials, labor) and estimated labor hours for each role.
- Pricing must remain valid for one hundred and twenty (120) days from the bid opening date, as specified in **Section 2.5 Offer Submittal**.
- Vendor’s price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees.

2. **Invoicing:**

- Vendors must submit one monthly invoice via email to [sbiinvoices@ncsbi.gov](mailto:sbiinvoices@ncsbi.gov)
- Invoices must include:
  - Vendor’s official letterhead and a unique invoice number.
  - Correct contract and purchase order numbers.
  - Detailed description of work, invoice date, period covered, and amount due.
  - Original signature of the vendor’s project manager.
- Invoices must be submitted within ninety (90) days of service completion, or payment may be withheld.
- Payment is subject to NCSBI’s inspection and acceptance of deliverables.

**4.7 Vendor Responsibilities**

YES       NO

1. **Personnel:**

- Vendors must provide qualified personnel with skills consistent with industry standards, as per **Section 4.6 Personnel**.
- Vendors may not substitute key personnel without prior written approval from the NCSBI Contract Lead.
- Vendors are responsible for the performance and payment of all approved subcontractors.

2. **Representations:**

- Vendors must not enter agreements with third parties that abridge NCSBI’s rights under the contract.
- All services, deliverables, or tasks necessary for proper performance, even if not explicitly stated, are implied and included in the contract scope.

3. **E-Verify Compliance:**

- Vendors and their subcontractors must comply with E-Verify requirements under N.C.G.S. Chapter 64, Article 2.
- Vendors must submit a certification of compliance with E-Verify to NCSBI upon contract award and periodically as required.

4. **Product Recall:**

- Vendors must promptly notify NCSBI of any product recalls in accordance with state and federal regulations.
- Vendors are responsible for all costs associated with replacing or repairing recalled equipment.

**4.8 Submission of Statements of Work (SOWs)**

YES       NO

**1. Process:**

- NCSBI will issue SOWs to pre-qualified vendors detailing specific project requirements, including equipment types, quantities, installation scope, and timelines.
- Vendors must submit detailed estimates within ten (10) business days of receiving an SOW, unless otherwise specified, including:
  - Itemized costs for equipment, materials, and labor.
  - Proposed timeline with key milestones.
  - Assumptions or clarifications based on the SOW.
  - Reference to this IFB contract number.

**2. Estimate Format:**

- Estimates must be submitted as a formal quote on the vendor’s letterhead, clearly referencing IFB 49-194530BH.
- Labor estimates must include hours for Physical Security Technician, Physical Security Network Engineer, Project Management, and Design & Consultation Services (if applicable).

**3. Future Work:**

- Successful completion of projects under this IFB will pre-qualify vendors for future SOWs, subject to NCSBI’s approval of performance and compliance with contract terms.
- Vendors must maintain technical expertise and responsiveness to remain eligible for future work.

**4.9 REFERENCES**

The vendor shall provide at least three (3) references, using **ATTACHMENT E: CUSTOMER REFERENCE FORM**, for which it has provided Services of similar size and scope to those proposed herein.

The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

**4.10 BACKGROUND CHECKS**

**A. FACILITY ACCESS**

Upon arrival at the facility, vendors and their employees will be required to sign in and provide company identification badges. The identification badges must be displayed at all time while at a facility.

Any personnel or agent of Vendor performing services under any Contract arising from this IFB are required to undergo a background check at the expense of the Vendor.

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.

## GENERAL INFORMATION

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the NCSBI Contract Lead for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the NCSBI Contract Lead for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the NCSBI Contract Lead with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) **The State** may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) **Additionally, the State may use** The North Carolina Department of Adult Correction Offender Public Information **or similar Services to conduct additional background checks on the Vendor's proposed employees.**

### 4.10.1 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein, or provide a statement that there are none.

#### **4.10.2 BACKGROUND CHECK LIMITATIONS**

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the NCSBI Contract Lead within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the NCSBI Contract Lead, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

#### **4.10.3 VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES  NO

#### **4.11 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional and courteous manner. "Professional and Courteous manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. 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. The vendor will retain executive representation for functional and technical

expertise as needed in order to incorporate any work by third party subcontractor(s). Should the Vendor's quote result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the NSCBI Contract Lead. Vendor shall further agree that it will notify the NCSBI Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### **4.12 VENDOR'S REPRESENTATIONS**

If Vendor's 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.

**5.0 FURNISH AND DELIVER**

Complete and return the associated with this Invitation for Bid (IFB), which can be found at the table below for the three (3) projects described in Section 3.13 (Specifications).

The Vendor shall include pricing for all line items in the table below.

The Vendor will be required to provide sufficient labor hours, equipment and materials to complete all project requirements as listed in this Contract.

**Table 1: Access Control Systems and Services**

**Table 2: Project Specialized Labor Rates**

TABLE 1: ACCESS CONTROL SYSTEMS AND SERVICES (See Section 3.13)					
ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	1	EACH	<p><b>Project 1: Building 14 Access Control System (ACS):</b> 3320 Garner Road, Raleigh, NC 27626</p> <p>Installation of access control systems for five doors (three exterior double doors and two single interior doors in the Receiving Storage Area).</p> <p><u>Requirements:</u></p> <ul style="list-style-type: none"> <li>- Install one card reader, one or two door contacts, one request-to-exit motion sensor, and one electronic lock per door, compatible with existing lockset hardware.</li> <li>- Cable from each door to the ACS headend equipment room (cables supported, not in conduit).</li> <li>- Program doors into the existing S2 system using available licenses.</li> <li>- Test for proper operation and integration.</li> </ul> <p><u>Materials:</u></p> <ul style="list-style-type: none"> <li>- 1 Intelligent Dual Reader Controller (12 or 24 VDC, 6 MB flash memory, 50,000 event memory, Ethernet, dual path capability).</li> <li>- 2 Mercury MR52 Reader Interface Modules (2 Readers, 8 inputs and 6 outputs).</li> <li>- One (1) 150W 12 &amp; 24V 8LCK 8AUX E4M ENC</li> <li>- 3 Von Duprin Quiet Electric Latch Retraction Modular Conversion Kits</li> <li>- 2 Mortise Door Strikes (1" deep, 5 face plates, 630/US32D finish, 12/24VDC)</li> <li>- 5 Request-to-Exit PIR (Gray)</li> <li>- 5 Light Gray Trim Plates for DS150 &amp; 160</li> </ul>	\$ _____	\$ _____

			<ul style="list-style-type: none"> <li>- 5 Signo 40 Card Readers (Black/Silver, Pigtail)</li> <li>- 3 Keedex K-DL38A 18" Armored Door Loops (3/8" Flexible Conduit, Aluminum)</li> <li>- Miscellaneous: Wiremold, fittings, consumables</li> <li>- Three (3) 18(4) + 22(2+4+6) 15 CMP OAJ 1M Y Cables</li> <li>- 1 CAT 6+ UTP CMP 1000-Box Green</li> </ul>		
2.	1	EACH	<p><b>Project 2: CAB Director's Door and File Room Door ACS:</b> 1705 Tryon Road, Raleigh, NC 27626</p> <p>Installation of access control systems for two interior doors (Director's Office and File Room).</p> <p><u>Requirements:</u></p> <ul style="list-style-type: none"> <li>- Install one card reader, one door contact, one request-to-exit motion sensor, and one electronic lock per door.</li> <li>- Cable from each door to the ACS headend equipment room (cables supported, not in conduit).</li> <li>- Program doors into the existing S2 system using available licenses.</li> <li>- Test for proper operation and integration</li> </ul> <p><u>Materials:</u></p> <ul style="list-style-type: none"> <li>- 1 Mercury MR52 Reader Interface Module (2 readers, 8 inputs and 6 outputs).</li> <li>- One (1) 75W DV 12 &amp; 24V 4 LCK 8 AUX E2M</li> <li>- 2 Signo 40 Card Readers (Black/Silver, Pigtail)</li> <li>- Request-to-Exit PIR (Gray)</li> <li>- 2 Surface Mount 1-Switch, 1-Close Loop</li> <li>- 2 Mortise Locksets (12/24VDC)</li> <li>- Miscellaneous: Wiremold, fittings, consumables</li> <li>- One (1) 18(4) + 22(2+4+6) 15 CMP OAJ 1M Y Cable</li> <li>- 1 CAT 6+ UTP CMP 1000-Box Green</li> </ul>	\$ _____	\$ _____
3	1	EACH	<p><b>Project 3: CAB Access Control, Video Surveillance and Intercom System:</b> 1705 Tryon Road, Raleigh, NC 27626</p> <p>Installation of a two-door ACS for a pedestrian gate, eight cameras (seven exterior, one interior), and a video intercom system with one door station and two desk stations.</p> <p><u>Requirements:</u></p> <ul style="list-style-type: none"> <li>- <u>Access Control:</u> <ul style="list-style-type: none"> <li>-- Install a new S2 2-Door Access Control Controller and Life Safety Panel in the existing IDF.</li> <li>-- For the pedestrian gate: Install one card reader, one request-to-exit button, one electrical GL1 gate lock, and one door contact.</li> <li>-- Cable using composite AC cable to the IDF (cables supported, not in conduit).</li> <li>-- Configure and test the gate ACS, integrating with the existing S2 system. (Note: NCSBI will</li> </ul> </li> </ul>	\$ _____	\$ _____

			<p>assign badge access levels).</p> <ul style="list-style-type: none"> <li>- <u>Video Surveillance:</u> <ul style="list-style-type: none"> <li>-- Install seven exterior cameras (six Axis P1467LE 5MP and one Axis P3735PLE 4x2MP, or comparable substitute) on the building perimeter and front lobby.</li> <li>-- Connect cameras to the existing VMS recorder in Building 17.</li> <li>-- Ensure all Cat 6 cables are green and connected to the customer-provided switch in the IT closet.</li> </ul> </li> <li>- <u>Intercom:</u> <ul style="list-style-type: none"> <li>-- Install one IP video door station at the front entry (flush-mounted).</li> <li>-- Install two desk stations (one at the front reception desk, one at a TBD location).</li> <li>-- Pull intercom wiring to the network switch in the IDF.</li> </ul> </li> <li>- <u>Materials:</u> <ul style="list-style-type: none"> <li>-- Access Control:                             <ul style="list-style-type: none"> <li>--- 1 Intelligent Dual Reader Controller (12 or 24 VDC, 6 MB flash memory, 50,000 event memory, Ethernet, dual path capability).</li> <li>--- One (1) 75W DV 12 &amp; 24V 4 LCK 8 AUX E2M.</li> <li>--- 1 Signo 40 Card Reader (Black/Silver, Pigtail).</li> <li>--- 1 Gatelock (Fail Locked, 12/24VDC)</li> <li>--- 1 Flex Mount Kit for Swing Gate</li> <li>--- 1 Surface Mount 1-Switch, 1-Close Loop</li> <li>--- 1 Illuminated REX Push Button</li> <li>--- 1 Single Gang Clear Cover</li> </ul> </li> <li>-- Intercom:                             <ul style="list-style-type: none"> <li>--- 1 IP Video Door Station (Flush)</li> <li>--- 1 Surface Mount Box (IS/IX-DVF)</li> <li>--- 2 IX Master Desk Stations (7" White)</li> </ul> </li> <li>-- Surveillance:                             <ul style="list-style-type: none"> <li>--- 6 Axis P1467LE 5MP Bullet Cameras (VF, AI, IP67)</li> <li>--- 1 Axis P3735PLE 4x2MP IR AI+ IP67 Camera</li> <li>--- 1 Axis T94N01D Pendant Kit</li> <li>--- 1 Axis T91A64 Corner Bracket</li> <li>--- 1 Axis M4216LV 4MP Vandal-Dome Camera</li> <li>--- 8 Single IP Camera Licenses</li> </ul> </li> <li>-- Miscellaneous:                             <ul style="list-style-type: none"> <li>--- Wiremold, fittings, consumables</li> <li>--- One (1) 18(4) +22(2+4+6) 15 CMP OAJ 1M Y cable</li> <li>--- 4 CAT 6+ UTP CMP 1000-Box Green</li> <li>--- Lift rental (as needed).</li> </ul> </li> </ul> </li> </ul>		
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<b>Total Extended Price for Access Control Systems (Table 1, Items 1-3)</b>	\$ _____
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TABLE 2: LABOR SERVICES (See Section 3.13)			
ITEM#	UOM	DESCRIPTION	UNIT PRICE
1.	Hour	Physical Security Technician.	\$ _____
2.	Hour	Physical Security Network Engineer.	\$ _____
3.	Hour	Project Management	\$ _____
4.	Hour	Design & Consultation Services	\$ _____

**6.0 ADDITIONAL INFORMATION**

**6.1. HISTORICALLY UNDERUTILIZED BUSINESSES**

“Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.” <http://ncadmin.nc.gov/businesses/hub>

Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB.

Is Vendor a Historically Underutilized Business?  YES  NO If “YES”, specify classification. \_\_\_\_\_

**6.2. RECYCLED CONTENT**

In an effort to support the sustainability efforts of the State of [North Carolina Executive Order Number 156](#), we solicit your cooperation.

Does the packaging of the items offered in response to this IFB contain recycled content?

YES  NO

If Vendor answered "YES" above, indicate the following:

Percentage of recycled content: \_\_\_\_\_ Can the packaging be recycled?  YES  NO

Do items offered in response to this solicitation contain recycled content?  YES  NO

If Vendor answered "YES" above, indicate the material and content percentage of applicable items.

Material: \_\_\_\_\_ Percentage of recycled content: \_\_\_\_\_

State how items may be disposed of or recycled at the end of use?

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**6.3. ENERGY STAR PRODUCTS**

"ENERGY STAR® is a government-backed program helping businesses and individuals protect the environment through superior energy efficiency." <http://www.energystar.gov/>

Do products offered meet Energy Star specifications of energy efficiency?  YES  NO

**7.0 ATTACHMENTS**

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**\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

## **ATTACHMENT A: REFERENCES**

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

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

For each reference, the Vendor shall provide the following information: Customer name.

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

## **ATTACHMENT B: STATE BUREAU OF INVESTIGATION INSTRUCTIONS TO VENDORS**

- 1) **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- 2) **DEFINITIONS:**
  - **NCDIT:** The North Carolina Department of Information Technology, formerly Office of Information Technology Services
  - **NCDIT CONVENIENCE CONTRACT:** A contract that is used for the procurement of IT goods or Services. These contracts are in place for the convenience of the state and use of them is optional.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
  - **TERM CONTRACT:** A contract in which a source of supply is established for a specified period of time for specified Services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price
  - **THE STATE:** Is the state of North Carolina and its agencies.
  - **VENDOR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
- 3) **PROMPT PAYMENT DISCOUNTS:** Vendors 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.
- 4) **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this IFB, each Vendor must submit with their offer sketches, descriptive literature and/or complete specifications covering the products offered. **Only information that is received in response to this RFQ will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not satisfy this provision. Offers which do not comply with these requirements will be subject to rejection.
- 5) **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 the relevant purchasers in the State those products or packaging they offer which have recycled content and that are recyclable.
- 6) **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 from NCDIT. The Vendor is cautioned that the requirements of this IFB can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 7) **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all offers, to waive any informality in offers and, unless otherwise specified by the Vendor, to accept any item in the offer. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 8) **AWARD OF CONTRACT:** Responsive offers will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by N.C.G.S. §143-135.9, and in accordance with N.C.G.S. §143B-1350(h), which provides that the offer must be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item

offer. In addition, on agency specific or term contracts, NC SBI 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 NC SBI to be pertinent or peculiar to the purchase in question.

- 9) **SAMPLES**: Sample items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the Vendor's expense. Written request for the return of samples must be made within 10 days following date of offer opening. Otherwise, the samples will become the property of the State. Each individual sample must be labeled with the Vendor's name, offer 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.
- 10) **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.
- 11) **PROTEST PROCEDURES**: When an offeror wants to protest a contract awarded pursuant to this solicitation that is over \$25,000, they must submit a written request to the issuing agency at the address given in this document. This request must be received in this office within fifteen (15) 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. IFB status and Award notices are posted on at <https://evp.nc.gov/>.
- 12) **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the NC Electronic Vendor Portal (eVP) at the following web site: <https://evp.nc.gov/>
- 13) **DIGITAL IMAGING**: The State will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

## **ATTACHMENT C: NORTH CAROLINA TERMS AND CONDITIONS**

- 1) **DEFINITIONS:** As used herein;
  - a) Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State in Paragraphs 7 and 8, and included in Paragraph 29 c) of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.
  - b) Purchasing State Agency or Agency shall mean the Agency purchasing the goods or Services.
  - c) Services shall mean the duties and obligations accepted by the Vendor to carry out the requirements, and meet the specifications, of this procurement.
  - d) State shall mean the State of North Carolina
- 2) **STANDARDS:** Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required:
  - by State or federal Regulation,
  - by the Chief Information Officer's (CIO) policy or regulation, or
  - acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.
  - a) **Site Preparation:** Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.
  - b) **Goods Return:** Deliverables and any other goods or materials furnished by the Vendor to fulfill technical requirements shall be in good working order and be maintained in good working order by Vendor for the duration of the Contract; unless otherwise provided in a separate maintenance agreement or in the Solicitation Documents. Deliverables failing to meet the State's technical requirements shall be considered non-conforming goods and subject to return to the Vendor for replacement at the State's option, and at the Vendor's expense. The State is responsible for the return costs related to the termination of a Contract, including deinstallation, and freight to destinations within the Continental United States; except in the case of default by the Vendor or delivery of non-conforming goods by Vendor. Shipping or freight charges, if any, paid by the State for non-conforming goods will be reimbursed to the State.
  - c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.
- 3) **WARRANTIES:** Vendor shall assign all applicable third-party warranties for Deliverables to the Purchasing State Agency.

- 4) **PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency Contract Administrator. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract Services provided by such personnel.
- a) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
  - b) This Contract shall not prevent Vendor or any of its personnel supplied under this Contract from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
    - i) Such use does not conflict with the terms, specifications or any amendments to this Contract, or
    - ii) Such use does not conflict with any procurement law, regulation or policy, or
    - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
- 5) **SUBCONTRACTING:** The Vendor may subcontract the performance of required Services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
- 6) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). 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. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- a) **Intellectual Property.** Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
  - b) **Inherent Services.** If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the 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 in the Contract, 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 Deliverables.

- c) Vendor warrants that it has the financial capacity to perform and to continue 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.
- d) **Warranty as to Equipment; Hardware.** Vendor warrants that the equipment and hardware that it provides pursuant to this Contract shall be free from defects in materials, in good working order and be maintained in good working order.

7) **SOFTWARE LICENSE** (*for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto*): Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as floppy diskettes or CD-ROM, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however, that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.

8) **MAINTENANCE/SUPPORT SERVICES**: Unless otherwise mutually provided herein, for the first year after the expiration of any warranty coverage (and for all subsequent Contract years, for which Support is purchased), Vendor agrees to provide the following Support Services for the Hardware and any Software provided with the Deliverables for any years in which the applicable support fees are paid, which may be more particularly described, e.g., under part numbers, in the Furnish & Deliver Table, above:

**HARDWARE/EQUIPMENT:**

- a) **Basic Services.** The Vendor will provide at least normal and usual Hardware support and maintenance Services generally provided to customers in a similar program, position or setting consistent with and subject to the payment of the support and maintenance fees agreed upon in this Contract, all as indicated by part numbers in the Furnish and Deliver Table, above. The Vendor warrants to the State that all items furnished will be new (unless otherwise requested in this IFB), of good material and workmanship, and agrees to repair or replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State's negligence or accident for one year from date of installation. Such repair or replacement shall include any transportation costs free of any charge to the State. This statement is not intended to

limit any additional coverage, which may normally be associated with a product, such as any “hot switch” or similar replacement warranty program applicable as indicated by the Vendor’s support description in the Furnish & Deliver Table, above. Any available warranties applicable to replacement Hardware equipment or parts will be passed on to the using agency.

- b) **Telephone Assistance.** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Support problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Standard Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

**SOFTWARE:**

- a) **Error Correction.** Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Program. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance Services under this Paragraph.
- b) Vendor shall notify the State of any material errors or defects in the Deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
- c) **Updates.** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as “Changes”) for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Changes shall become a part of the Software and Documentation and, as such, will be governed by the provisions of this Contract.
- d) **Telephone Assistance.** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Standard Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.
- 9) **TRAVEL EXPENSES: All travel expenses should be included in the Vendor’s proposed costs. Separately stated travel expenses will not be reimbursed.** In the event that the Vendor may be eligible to be reimbursed for travel expenses arising under the performance of this Contract, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under this Contract.
- 10) **GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved

by the date specified by the State, the State may terminate this Contract and compensate Vendor for sums due under the Contract.

- 11) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 09 NCAC 06B.1206, or other provision of law.
- 12) AVAILABILITY OF FUNDS:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any Services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
- 13) PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than 30 days and approval by the State or Agency, the Agency may:
- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
  - b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
  - c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
- 14) ACCEPTANCE CRITERIA:** In the event acceptance of Deliverables is not described in additional Contract documents, the State shall have the obligation to notify Vendor, in writing ten calendar days following the supply of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria the State may exercise any and all rights hereunder, including such rights provided by the

Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of the State Agency within seven (7) calendar days of notification, unless otherwise agreed by the State Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.

- 15) EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 16) INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.
- 17) ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 18) CONFIDENTIALITY:** In accordance with N.C.G.S. §§143B-1350(e), 143B-1375 and 09 NCAC 06B.0103 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 et seq. Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. ***However, under no circumstances shall price information be designated as confidential.*** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.
- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure.
- b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor

will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 et seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.

**19) DELIVERABLES:** Deliverables, as used herein, shall comprise all Services, project materials, including goods, software licenses, data, and documentation created during the performance or provision of Services hereunder. Deliverables are the property of the State of North Carolina, except where licensed or leased to the State. Proprietary Vendor materials licensed to the State shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Embedded software or firmware shall not be a severable Deliverable. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed nonexclusively to the State, at no additional license fee, pursuant to the terms of the software license contained herein, and in the Supplemental Terms and Conditions for Software and Services or the License Agreement if incorporated in the Solicitation Documents.

**20) LATE DELIVERY, BACK ORDER:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute Deliverables or Services. NC SBI reserves the right to cancel an order in the event of abnormal (orders delayed more than 30 days) delivery delays.

**21) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:**

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title, and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; Such defense and payment shall be conditioned on the following:
  - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
  - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any Services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

**22) ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation. The Joint Legislative Commission on Governmental Operations and the legislative employees whose primary responsibility is to provide professional or administrative services to the Commission may audit the records of the Vendor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with Chapter 120, Article 13.

**23) ASSIGNMENT:** Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at

all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

**24) INSURANCE COVERAGE:** During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract; and
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
- d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

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

**26) DEFAULT:** In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offers that prove erroneous or are otherwise

invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

- c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.

**27) WAIVER OF DEFAULT:** Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 40) herein below.

**28) TERMINATION:** Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate this Contract by written agreement at any time.
- b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 26), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
  - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 29) and 30) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
  - ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination

**29) LIMITATION OF VENDOR'S LIABILITY:**

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

avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

**30) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

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

**31) CHANGES:** This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or offer on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Deliverables or Services delivered without a purchase order from the Agency or State Award Authority.

**32) STOP WORK ORDER:** The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under this Contract for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.

- a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:
  - i) Cancel the Stop Work Order, or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of this Contract, and
  - ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under this Contract.

- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.

**33) PRICE ADJUSTMENTS FOR TERM CONTRACTS: RESERVED**

**34) TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Contract.

**35) DATE AND TIME WARRANTY:** The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

**36) INDEPENDENT CONTRACTORS:** Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

**37) TRANSPORTATION:** Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

**38) NOTICES:** Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

**39) TITLES AND HEADINGS:** Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

**40) AMENDMENT:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 31) herein.

**41) TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.

**42) GOVERNING LAWS, JURISDICTION, AND VENUE:**

- a) This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
- b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.

- 43) FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 44) COMPLIANCE WITH LAWS:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 45) SEVERABILITY:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- 46) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.
- 47) ELECTRONIC PROCUREMENT (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.
- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
- b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

**48) ELECTRONIC PROCUREMENT (Applies only to Statewide Term Contracts): RESERVED**

**ATTACHMENT D: 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/pc-worker-location-92021-pdf/open>

***MUST BE COMPLETED AND RETURNED WITH BID RESPONSE***

**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

<https://www.doa.nc.gov/pc-customer-reference-template-attachment-e-pdf/open>

***MUST BE COMPLETED AND RETURNED WITH BID RESPONSE***

**ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION**

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

<https://www.doa.nc/pandconlineforms/pc-certification-financial-condition-92021-pdf/open>

***MUST BE COMPLETED AND RETURNED WITH BID RESPONSE***

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

**ATTACHMENT G: EQUIPMENT CATEGORY LIST**

Group	Category	Examples	Description	Item Number	Cost
4.2.1 Access Control Systems (ACS)	Components	<p><b>Controllers:</b> Intelligent dual-reader controllers, 12/24 VDC, ≥6 MB flash memory, 50,000 event memory, on-board Ethernet with dual-path capability, support up to 32 devices, integrate with S2 ACS platforms.</p>			
		<p><b>Reader Interface Modules:</b> Support 2 readers, 8 inputs, 6 outputs (e.g., Mercury MR52 or equivalent).</p>			
		<p><b>Card Readers:</b> Proximity/smart card readers (e.g., Signo 40 or equivalent), pigtail connections, black/silver finish.</p>			
		<p><b>Electronic Locks:</b> Fail-locked gate locks, mortise door strikes (1" deep, 630/US32D finish), or latch retraction kits (e.g., Von Duprin Quiet Electric Latch Retraction or equivalent), 12/24 VDC.</p>			
		<p><b>Request-to-Exit (REX) Devices:</b> PIR motion sensors (gray finish) or illuminated push buttons with single gang clear covers.</p>			
		<p><b>Door Contacts:</b> Surface-mount, single-switch, closed-loop contacts.</p>			
		<p><b>Power Supplies:</b> Dual-voltage (12/24V), 75W–150W, support 4–8 locks, auxiliary outputs, lockable metal cabinets (e.g., E2M or E4M).</p>			
		<p><b>Armored Door Loops:</b> 18" flexible conduit, 3/8" diameter, aluminum finish.</p>			

Group	Category	Examples	Description	Item Number	Cost
<b>4.2.2 Video Surveillance Systems</b>	Components	<b>Exterior Cameras:</b> 2MP–5MP, bullet (e.g., Axis P1467LE) or multi-sensor panoramic (e.g., Axis P3735PLE), IP66/IP67, IR, WDR, VF lenses.			
		<b>Interior Cameras:</b> ≥4MP, vandal-resistant dome (e.g., Axis M4216LV), IR, 3–6mm lenses.			
		<b>Mounting Hardware:</b> Wall mounts, pendant kits, corner brackets (e.g., Axis T91D61, T94N01D, T91A64).			
		<b>Licenses:</b> Single IP camera licenses for S2 NetVR or equivalent VMS.			
<b>4.2.3 Video Intercom Systems</b>	Components	<b>Door Stations:</b> IP-based, flush/surface mount (e.g., IX-DVF or equivalent), ≥1MP camera, two-way audio, tamper-resistant.			
		<b>Desk Stations:</b> 7-inch display (white), video/audio/remote door release (e.g., IX Master or equivalent).			
<b>4.2.4 Miscellaneous Infrastructure</b>	Cabling	<b>CAT 6+ UTP CMP</b> (green) or composite AC cable, supported (not in conduit). Vendors provide wiremold, fittings, consumables.			
	Power and Enclosures	<b>Lockable metal enclosures</b> for power supplies/controllers. Dual-voltage (12/24V) power supplies, ≥4-hour battery backup.			