



STATE OF NORTH CAROLINA

Western Carolina University

Request for Proposal #: 73-RFP00722

WCU Television Studio Upgrade

Date Issued: 02/18/2025

Proposal Opening Date: 03/11/2025

At 02:00 PM ET

Direct all inquiries concerning this RFP to:

Rick Hooper

Associate Director of Purchasing

Email: hooperr@wcu.edu

Phone: 828-227-7203



STATE OF NORTH CAROLINA

Request for Proposal

73-RFP00722

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

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

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

**STATE OF NORTH CAROLINA
WESTERN CAROLINA UNIVERSITY
PURCHASING DEPARTMENT
301 H F ROBINSON BLDG
CULLOWHEE, NC 28723**

Refer <u>ALL</u> Inquiries regarding this RFP to: Rick Hooper Purchasing Department Western Carolina University Phone: 828-227-7203 Fax: 828-227-7444 Email: hooperr@wcu.edu	Request for Proposal # 73-RFP00722
	Proposals will be publicly opened: 03/11/2025 2:00 pm et
Using Agency: Western Carolina University	Commodity No. and Description: 840-20 WCU TV/RECORDING Studio Upgrade
Requisition No.:	

EXECUTION

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

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:

Proposal Number: 73-RFP00722

Vendor: _____

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

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

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

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1.0 PURPOSE AND BACKGROUND

Western Carolina University (WCU), a member institution of the University of North Carolina System, is seeking qualified vendors to supply a complete overhaul of our WCU television studio and teaching space located within the John W. Bardo Fine and Performing Arts Center.

Currently, our studio is set up so that there is a large studio room, a control room that doubles as a classroom, two editing bays, an equipment closet, a terminal equipment room (rack room), and an office.

The facility was designed in the early 2000s with much of the gear being original to the studio when it was constructed in 2004. There was a moderate upgrade to the studio in 2017 where the studio was upgraded to HD and we bought new cameras, a new production switcher and several other items. Unfortunately, during this upgrade process most of the old equipment and cable was not removed so we currently have thousands of feet of unused cable under the floor and unused equipment in our racks.

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

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

1.1 CONTRACT TERM

Any contract resulting from this RFP will be a one-time equipment purchase and installation with recurring maintenance agreements for years 2 – 4. This maintenance agreement will be purchased on a yearly basis with the option by Western Carolina University to extend or cancel prior to the upcoming year. A sixty (60) day notice will be submitted prior to upcoming year with WCU’s decision to extend or cancel.

2.0 GENERAL INFORMATION

Vendors submitting responses to this RFP should do so by following instructions listed in section “4.0 Requirements”.

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE – DOES NOT APPLY TO THIS SOLICITATION.

~~ATTENTION: The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.~~

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	02/18/2025
Hold Pre-Proposal Conference/Site Visit	State	(1) 02/24/2025 @ 4pm et (2) 02/25/2025 @ 12:30pm et
Submit Written Questions	Vendor	02/26/2025 @ 5:00 pm et
Provide Responses to Questions	State	02/28/2025 @ 5:00 pm et
Submit Proposals	Vendor	03/11/2025 @ 2:00 pm et
Contract Award	State	TBD

2.5 SITE VISIT

Mandatory Site Visit

Dates: 02/24/2025 @ 4:00 pm et
02/25/2025 @ 12:30 pm et

Location: CAT Building
209 Centennial Dr.
Room – CAT 110F
Cullowhee, NC 28723
Contact #: 828-227-7203

- **VENDORS ARE ONLY REQUIRED TO PARTICIPATE IN ONE OF THE TWO DATES LISTED FOR SITE VISITS.**

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

The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors shall stay for the

duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

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 RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to hooperr@wcu.edu by the date and time specified above. Vendors will enter "RFP # 73-RFP00722: Questions" as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to both Bonfire and *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The date and time of receipt will be recorded on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

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

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

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

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

SUBMISSION INSTRUCTIONS – MAILED, EMAILED OR FAXED COPIES WILL NOT BE ACCEPTED

SEE SECTION 4.0 REQUIREMENTS FOR SUBMISSION INSTRUCTION

2.8 PROPOSAL CONTENTS

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

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

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

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # 73-RFP00722 Vendor: _____". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each

must be offered with a separate price and be contained in a separate proposal. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 28 of the Instructions To Vendors entitled COMMUNICATONS BY VENDORS...

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

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

.At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) 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.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach

- 2. Vendor Qualifications
- 3. Vendor Experience
- 4. Equipment Offered
- 5. Pricing

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

Proposals must be submitted electronically at:

<https://wcu.bonfirehub.com/opportunities/27852>

- Must return RFP in a timely manner with all sections requiring responses completed and document signed.
- Removal of all old and unused equipment/wiring that we currently have in place will be the responsibility of awarded vendor.
- All equipment installed as part of this project must be listed by a North Carolina acceptable listing agency.

Does equipment listed in your proposal meet this requirement? Yes: ____ No: ____

- List of approved certification laboratories and the equipment they are authorized for may be found at the end of this bid, ATTACHMENT J: APPROVED LIST OF QUALIFIED TESTING LABORATORIES

- Vendor shall include in final bid package a detailed plan highlighting each milestone for this project.
- Vendor shall include in final bid package an itemized list of all equipment and cost that will be included in project.
- Vendor shall include in final bid package an itemized list of labor cost associated with this project.
- All electrical work must meet the State of North Carolina, Department of Administration, State Construction Office, Electrical Guidelines and Policies 2020.
- Per NC General Statutes 66-23 thru 27.01.
 - The project documents shall require:
All electrical materials, devices, appliances, and equipment to be evaluated for safety and suitability for intended use. The project documents shall specifically refer to the current List for Third Party Agencies Accredited by the NCBC to Label Electrical and Mechanical Equipment, as the basis for evaluation with the applicable nationally recognized standards. See ATTACHMENT J for the current list of NCBC accredited NRTL agencies. The following or equivalent wording shall be included within the project documents where referring to third party/NRTL certification: “Third party agencies shall be amongst those acceptable to the NCBC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment
- All electrical work is to be performed by an Electrician licensed to work in the State of North Carolina.
- Any structural modifications must be reviewed and approved by Western Carolina Facilities Management and the North Carolina Office of State Construction before construction begins.

4.1 PRICING

Proposal 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. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s proposal.

4.2 TRANSPORTATION AND IDENTIFICATION

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

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

4.3 DELIVERY AND INSTALLATION

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

Bardo Arts Center TV Studio
199 Centennial Dr
Cullowhee, NC 28723

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

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

4.4 AUTHORIZED RESELLER

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

Vendor is the: Manufacturer Dealer Reseller Distributor

Authorized: Yes No Attached Manufacturer’s Authority: Yes No

4.5 WARRANTY

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

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

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

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

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.6 MAINTENANCE OPTION

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer’s published specifications and those of this RFP. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred. Except as specifically provided for

elsewhere herein, coverage shall be at least for 8:00 am to 5:00 pm, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year. The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING of this RFP, if applicable.

4.7 SAMPLES - DESCRIPTIVE LITERATURE

Samples are not required prior to bid opening date; however, samples may be required at a later time. If so requested, Vendor agrees to furnish samples of items offered at no expense to the State. Samples must be received within five (5) business days after request is made by the State. Failure to comply with this requirement shall be a sufficient basis for rejection of the proposal without further consideration.

DESCRIPTIVE LITERATURE/CERTIFICATION

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

4.8 HUB PARTICIPATION

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

4.9 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.10 REFERENCES

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

4.11 VENDOR'S REPRESENTATIONS

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

4.12 QUESTIONS TO VENDOR

Export Control Classification Number: To the best of the bidder’s knowledge does the item(s) being bid have Export Control Classification Numbers (ECCN) associated with it? Yes: _____ No: _____

If you answered yes to the above question, please provide the Export Control Classification Number: _____

4.13 FINANCIAL STABILITY

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

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

4.14 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Western Carolina University desires to upgrade the College of Arts and Sciences television studio and the School of Music’s recording studio. Uniquely, the television and recording studio are located adjacent to one another in the Center for Applied Technology. The two facilities both share integrated terminal rack room space, analog and digital patch bays, and a routing switcher for program exchange. Likewise, there are existing conduits below removable panel “computer” flooring and above-the-ceiling cable trays for interconnection between the two studios. As an example, television studio cameras are often moved to the recording studio for live in studio concerts using camera connectivity on the existing breakout panels in the recording studio is a requirement.

5.2 SPECIFICATIONS

The university desires a general overhaul of the television studio environment. A major component of the overhaul will include the removal of all decommissioned and unused equipment as determined by the university. This includes the removal of all audio and video cabling deemed unnecessary. The university retains the right to recycle or sell for scrap the unused cabling.

System Integration and Installation

A complete system integration between proposed new and existing equipment is required as a part of the project. The scope of the work shall include the integration, installation, and necessary new equipment to interface with existing equipment. All audio, video, data, power and control cables are required to be clearly labeled and identified at each cable termination. During and upon completion of the integration and installation of equipment a proof of performance demonstration is required. Additionally, system training sessions are to be included for university staff.

As-built Drawings and Documentation

At the conclusion of the integration and installation of all new and existing equipment a complete set of as-built drawings are required.

WCU Television Studio Upgrade

- **Cameras:** The television studio has Sony HSC 100r broadcast cameras with Fujinon lenses. Although satisfied with the current Sony cameras, the studio staff requests upgrade options. The desire is to upgrade to UHD or 4K cameras. The current cameras use Triax cable. New cameras are to use SMPTE fiber-optic cables. There is interest in the Sony HDC-3100 camera. Staff would be open to equivalent or alternate suggestions.
- **Video Switcher:** A Ross Carbonite switcher is specified with 2 ME TouchDrive TD2S with touch screen control panel/display.
- **Video router:** A Ross Ultrix video router is specified.
- **Graphics:** The Ross Xpression system is specified.
- **Intercom:** The present intercom system is beyond its service life. An intercom system is required to communicate with the studio camera positions, floor manager, director station, technical director station, producer station, graphics station, video playback station, audio booth and engineering stations. Additionally, one intercom station is needed at the audio console in the recording studio control room.
- **Audio:** The television studio lacks a dedicated audio booth separate from the television control room. The present audio console is new and is to be moved from the television control room to the audio booth. The new audio booth is presently an unused video edit bay. In addition to desk workspace and console furniture, the booth will require stereo audio monitor speakers and a video monitor that can be fed a Multiview feed.
- **Video Server:** There is currently a Ross Abikas Tria in service. A newer version of the Tria or the Tria+ is specified.

- Studio Sets: The current television studio sets are beyond their service life and are dysfunctional. New design(s) are required to be versatile/flexible and suitable for newscasts, game shows, interviews, music productions.

Audio Recording Studio

Upgrades to the television studio will result in necessary upgrades to the recording studio. These needs include integration of the routing switcher and audio feeds to and from the television and recording studio breakout panels.

The Audio Control Room

The audio control room is the largest space for multitrack recording and mixing. A new audio console must be able to accommodate 48 analog inputs. The console needs the ability to accept feeds from multiple rack mounted preamps through a patch bay. The analog console preamp inputs should be able to be routed to a digital converter for recording on a digital audio workstation. For example, ProTools or Logic Pro X.

Individual console channels require the ability to be monitored individually. There should also be a system/breakout panel to accommodate sending and receiving audio from outboard analog equipment.

Other functionality of the space is sending monitor signal to two different sets of stereo monitors, and one set of 5.1 surround sound speakers.

Audio Edit Room #1

Audio edit room # 1 needs to be Dolby Atmos compatible and will serve as a primary space for audio postproduction, music composition, and audio editing and mixing. The space will house an Avid S6 digital console to mix and monitor audio from.

Audio Edit Room #2

Audio edit room # 2 will serve as a secondary mixing room with two sets of speakers for different monitoring options. The primary use of the space will be for audio editing, audio mixing, and mastering.

Overall Recording Studio Needs:

The primary audio control room shall incorporate a Dante Network infrastructure so that audio can be received and sent from each computer in the three different spaces. The goal for the recording spaces would be to send and receive at least 16 channels of audio between the digital audio workstations.

There should also be a Dante connection with the television studio audio console. Such system to be able to send and receive eight channels of audio to the television studio audio console.

Service Agreements:

WCU requires as a separate line item(s) service agreements on all equipment requested within this solicitation. These agreements would commence at the end of the standard warranty period and at Western Carolina University’s option be for one (1) year with the option by Western Carolina University to extend the coverage for two (2) additional one (1) year terms.

5.3 TASKS/DELIVERABLES

See specifications above – section 5.2.

5.4 TECHNICAL APPROACH

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

5.5 CERTIFICATION AND SAFETY LABELS

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

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (price related issues, shipping related issues, etc.).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall meet with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 PERIODIC STATUS REPORTS

The Vendor may be requested to provide Management Reports to the designated Contract Lead on an as needed basis. This report should at a minimum, include information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports using the format required by the Purchasing Agency. If requested, the Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within requested number of business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

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

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

is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 INVOICES

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

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

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

6.7 DISPUTE RESOLUTION

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

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

6.8 PRODUCT RECALL

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

6.9 CONTRACT CHANGES

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

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

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

ATTACHMENT A: PRICING

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

Descriptive literature and itemized list of items must accompany all items.

Specific items listed are for informational purposes only. Item bid should be the item listed or at a minimum an item of equal value/quality. NOTE: WCU staff will review to determine if item meets this requirement.

Qty	Description	Price	Extended Price
1	Camera: Sony HDC-3100 <ul style="list-style-type: none"> • SMPTE fiber • UHD or 4K cameras Item Bid: _____ Model: _____ Manufacture #: _____		
1	Video Switcher: Ross Carbonite Switcher <ul style="list-style-type: none"> • 2 ME TouchDrive TD2S • Touch Screen control panel/display. Item Bid: _____ Model: _____ Manufacture #: _____		

1	Video Router: Ross Ultrix video router Item Bid: _____ Model: _____ Manufacture #: _____		
1	Graphics: Ross Xpression Item Bid: _____ Model: _____ Manufacture #: _____		

An itemized list and cost of items included in the below must accompany bid.

Qty	Description	Price	Extended Price
1	Cost of remaining equipment and supplies needed to complete project as described within this bid.		
1	Labor cost for installation services as described in this bid.		

Qty	Description	Price	Extended Price
1	Service agreement on all equipment and labor offered with this bid. See section 1.1 for service agreement terms. <ul style="list-style-type: none"> • Please include in bid itemized list of equipment and labor cost associated with service agreement. 		

1	Freight charges		
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1	Total cost of complete project	
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ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

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

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

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

<https://www.doa.nc.gov/pandc/onlineforms/form-vendor-price-matching-opportunity-09-2021/open>

ATTACHMENT I: IT ADDENDUM (SEE ATTACHED DOCUMENT)

ATTACHMENT J: APPROVED LIST OF QUALIFIED TESTING LABORATORIES (SEE ATTACHED DOCUMENT)

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