

Solicitation (IFB, RFP, RFQ) No. \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO  
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number  
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: \_\_\_\_\_

Pursuant to N.C.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 WAS INTENTIONALLY LEFT BLANK FOR THE PURPOSE OF 2 SIDED PRINTING**

|                                                                                                                      |                                                        |  |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--|
| <b>STATE OF NORTH CAROLINA</b><br><b>NC Department of Administration</b><br><b>Division of Purchase and Contract</b> | <b>INVITATION FOR BIDS NO. 201100925</b>               |  |
|                                                                                                                      | Bids will be publicly opened: July 19, 2011            |  |
|                                                                                                                      | Contract Type: Open Market Solicitations               |  |
| <b>Refer <u>ALL</u> Inquiries to:</b> Cathy Griner<br>Telephone No. 919-807-4517                                     | Commodity: Campus-Wide Emergency Warning System        |  |
| E-Mail: cathy.griner@doa.nc.gov                                                                                      | Using Agency Name: CC - Southeastern Community College |  |
| <b>(See page 2 for mailing instructions.)</b>                                                                        | Agency Requisition No.: 284R-1                         |  |
| INTERNET ADDRESS: <a href="http://www.pandc.nc.gov/">http://www.pandc.nc.gov/</a>                                    |                                                        |  |

#### **NOTICE TO BIDDERS**

Sealed bids, subject to the conditions made a part hereof, will be received at this office (116 W. Jones St., Raleigh, NC) until **2 o'clock p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

Please review the new additions to the Instructions to Bidders, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject bidder's bid to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 15 (Award of Contract) and 19 (Protest Procedures) in the Instructions to Bidders, which are required to implement Executive Order 50.

#### **EXECUTION**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned 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 bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our 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 that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------|
| BIDDER:.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |                         |
| STREET ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                         | P.O. BOX:         | ZIP:                    |
| CITY & STATE & ZIP:                                                                                                                                                                                                                                                                                                                                                                                                                                                     | TELEPHONE NUMBER: | TOLL FREE TEL. NO (800) |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):                                                                                                                                                                                                                                                                                                                                                                     |                   |                         |
| N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. |                   |                         |
| PRINT NAME & TITLE OF PERSON SIGNING:                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   | FAX NUMBER:             |
| AUTHORIZED SIGNATURE:                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DATE:             | E-MAIL:                 |

Offer valid for 45 days from date of bid opening unless otherwise stated here: \_\_\_\_ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: \_\_\_\_ % \_\_\_\_ days (See Instructions to Bidders, Item 7).

#### **ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

|                                                                                                             |                                                                       |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b><u>FOR STATE USE ONLY</u></b>                                                                            |                                                                       |
| Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification, |                                                                       |
| by _____                                                                                                    | (Authorized representative of the Division of Purchase and Contract). |

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

**MAILING INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

| <b><u>DELIVERED BY US POSTAL SERVICE<br/>(REGULAR/STANDARD MAIL ONLY)</u></b>                                                              | <b><u>DELIVERED BY ANY OTHER MEANS/SPECIAL<br/>DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER)</u></b>                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BID NO. _____<br>NC DEPARTMENT OF ADMINISTRATION<br>DIVISION OF PURCHASE AND CONTRACT<br>1305 MAIL SERVICE CENTER<br>RALEIGH NC 27699-1305 | BID NO. _____<br>NC DEPARTMENT OF ADMINISTRATION<br>DIVISION OF PURCHASE AND CONTRACT<br>116 WEST JONES STREET Room 4062 4 <sup>th</sup> Flr.<br>RALEIGH NC 27603-8002 |

\*\*\*\*\***SPECIAL NOTE – PLEASE READ**\*\*\*\*\*

**The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 116 West Jones Street.**

**TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored. .

**VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.

**EXECUTIVE ORDER NO. 50 (PRICE-MATCHING PREFERENCE):**

Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the nonresident bidder's price. If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

Executive Order #50 applies to procurements from the Governor's Office, Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation), Universities and Community Colleges and all procurements handled by the Division of Purchase and Contract. All other State Agencies are encouraged to implement the requirements of the Executive Order #50 and vendors should contact these State Agencies to determine whether they have adopted and implemented Executive Order #50.

ANY RESIDENT BIDDER REQUESTING THIS PREFERENCE SHOULD CAREFULLY REVIEW PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, WHICH PROVIDES MORE INFORMATION REGARDING THE DEFINITION OF RESIDENT AND NONRESIDENT BIDDERS; THE QUALIFICATION PROCESS FOR GRANTING THE PREFERENCE AND HOW THE CONTRACT WILL BE AWARDED IF THE PREFERENCE IS APPLICABLE.

**ALL BIDDERS (RESIDENT AND NONRESIDENT) MUST ANSWER THE FOLLOWING QUESTION:**

1. **Bidder is a resident of North Carolina as defined in G.S. § 143-59:**

**YES / NO**  
(circle one)

(Bidder may be deemed a nonresident bidder, if it failed to circle any choice.)

ALL RESIDENT BIDDERS REQUESTING A PRICE-MATCHING PREFERENCE MUST ANSWER THE FOLLOWING QUESTION AND MUST COMPLETE "RESIDENT BIDDER'S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50", WHICH IS BELOW AFTER QUESTION 2. AS STATED ABOVE AND PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, A RESIDENT BIDDER ANSWERING "YES" TO THE QUESTION BELOW AND IS QUALIFIED FOR THE PRICE-MATCHING PREFERENCE WILL BE GIVEN AN OPPORTUNITY TO ACCEPT OR DECLINE THE CONTRACT AWARD WITHIN THE SPECIFIED PERIOD OF TIME.

2. **Resident Bidder requests the price-matching preference:**

**YES / NO**  
(circle one)

(Bidder shall be deemed not to have requested the preference, if it failed to circle any choice and did not complete the Resident Bidder's Certification. If a Bidder failed to circle a choice above and completed and notarized the Bidder's Certification, then it will have been deemed to have responded YES to the above question.)

**RESIDENT BIDDER'S CERTIFICATION FOR  
PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50**

**NOTICE: The Price-Matching Preference will only be given to bidders that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the bidder and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any required attachments.**

Affidavit of \_\_\_\_\_ (name of resident bidder, hereinafter the "Bidder")

**PART I**

Please check the box applicable to the Bidder's business in order for the Bidder to be considered for the price-matching preference established by Executive Order #50 and North Carolina General Statute § 143-59(c)(1).

☐ I hereby certify that the Bidder paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.

**OR**

☐ I hereby certify that the Bidder paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

**AND**

**PART II**

1. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(1), in that, Bidder's principal place of business is located in North Carolina.

|                          |
|--------------------------|
| YES / NO<br>(circle one) |
|--------------------------|

- A. **Business Type** (circle one of the following): CORPORATION (ALL TYPES); LIMITED LIABILITY COMPANY; GENERAL PARTNERSHIP; LIMITED PARTNERSHIP; LIMITED LIABILITY PARTNERSHIP; SOLE PROPRIETORSHIP; INDIVIDUAL; UNINCORPORATED ASSOCIATION; OR OTHER.

- B. Provide address of principal place of business/principal office in North Carolina:

\_\_\_\_\_  
Street Address (no P.O. Box number)

\_\_\_\_\_  
City, State, Zip Code

Is the above address the location of Bidder's headquarters? YES / NO (circle one)

If Bidder has a public website, provide the link/address: \_\_\_\_\_

- C. **ATTACH A COPY OF BIDDER'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Bidder's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Bidder).

**OR (check the box below)**

☐

Bidder certifies that its business is **not** required to make filings with the North Carolina Secretary of State.

2. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(3), in that, Bidder directs or manages its trade or business from its principal place of business in North Carolina.

|                          |
|--------------------------|
| YES / NO<br>(circle one) |
|--------------------------|

- A. State the number of Bidder's employees that work at the North Carolina principal place of business:

- B. State the total number of employees in Bidder's entire workforce:

- C. Briefly describe in the box below how Bidder manages or directs its business or trade from its North Carolina principal place of business:

IF BIDDER DESIRES TO KEEP CONFIDENTIAL ITS ANSWERS TO QUESTION 2.A, B AND C ABOVE PURSUANT TO PARAGRAPH 17 OF THE INSTRUCTIONS TO BIDDERS, THEN PLEASE CIRCLE YES OR NO IN THE BOX. IF BIDDER FAILS TO CIRCLE YES FOR ANY REASON, THEN BIDDER'S ANSWERS MAY BE SUBJECT TO PUBLIC DISCLOSURE.

|          |
|----------|
| YES / NO |
|----------|

**PART III**

By executing this affidavit, the Bidder agrees to provide any additional information or documentation requested by the State (during the procurement process seeking clarification of the request for the Price-Matching Preference or after contract award to resolve any bid protest) to confirm the above certifications and statements within five (5) business days of request (including tax filings in North Carolina, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes, and any other documentation that may establish Bidder's principal place of business in North Carolina, including but not limited to information regarding the amount of income and unemployment taxes paid to other states and number of employees in North Carolina and number of employees in other states). Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the State, the bidder shall comply with Paragraph 17 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. Bidder further understands and agrees that if Bidder fails to provide the State with the additional information and documentation within five (5) business days of the request; or the State determines that certifications or information in this Affidavit are false at any time after the contract is awarded to Bidder, the State may:

- (1) Cancel the Bidder's contract and/or purchase order that was awarded based on the price-matching preference and Bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

The undersigned hereby certifies that he or she has read this certification and is an officer, member, partner, owner or such managing employee of the Bidder (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Bidder to the certifications, statements and agreements herein.

Name of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires \_\_\_\_\_

**ATTENTION:** This is an e-procurement solicitation. See paragraph #19 of the attached General Contract Terms and Conditions. The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide e-procurement initiative. It is the offeror's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at: <http://eprocurement.nc.gov/>

**USE OF THIS BID DOCUMENT/ALTERNATE BIDS:** Bids must be submitted on the forms provided herein. Bids submitted in any other format may be subject to rejection. Bidders who are offering alternate proposals are required to submit a separate and entirely complete bid package for such alternate. Alternate bids that are not submitted separately may not be considered.

**CLARIFICATIONS AND QUESTIONS:** All questions and clarifications concerning the information in this document shall be directed to the purchaser, in writing via email [cathy.griner@doa.nc.gov](mailto:cathy.griner@doa.nc.gov), at least 7 days prior to the bid opening date. Questions submitted less than 7 days prior to bid opening may not be addressed. Oral answers by any agent or representative of the State are not binding on the State.

**NC RECIPROCITY STATUTE:** In the ranking of bids, consideration will be given to NC G.S. 143-59 for reciprocal preference, which provides in part that, "For the purpose only of determining the low bidder on all contracts for equipment, materials, supplies, and services valued over twenty-five thousand dollars (\$25,000), a percent of increase shall be added to a bid of a nonresident bidder that is equal to the percent of increase, if any, that the state in which the bidder is a resident adds to bids from bidders who do not reside in that state. Any amount due under a contract awarded to a nonresident bidder shall not be increased by the amount of the increase added by this subsection," and that, if the reciprocal preference causes the nonresident bidder to no longer be the lowest bidder, the Secretary of Administration may, after consultation with the Board of Awards, waive the reciprocal preference."

**TRANSPORTATION:** FOB Destination: Southeastern Community College, Whiteville, NC 28472. Freight and any related transportation charges must be included in your bid price(s).

**MANDATORY SITE VISIT:** It shall be **MANDATORY** that each bidder representative be present for a pre-bid site visit on **July 6, 2011 at 10:00AM**. All attendees must sign in at this time. Attendees are to meet promptly at Southeastern Community College, 4564 Chadbourn Hwy., Whiteville, NC 28472, Building A, Boardroom. The purpose of this visit is for all prospective bidders to acquaint themselves with the conditions and requirements of the task to be performed. Attendees will be apprised of all conditions of installation and should take any necessary measurements. **Bidders shall stay for the duration of the site visit.** No allowances will be made for unreported conditions which a prudent bidder would recognize as affecting the work called for or implied by this bid.

**FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN REJECTION OF YOUR BID.**

**NAME OF ATTENDEE IN ATTENDANCE AT SITE VISIT:** \_\_\_\_\_

Bidder is cautioned that any information released to attendees during 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 Invitation for Bids, must be confirmed by written addendum (issued by this Division) before it can be considered to be a part of this Invitation for Bids document. Bidder bidding otherwise does so at his own risk.

**DELIVER/INSTALL/TEST/TRAIN/LEAVE READY FOR USE:** Items called for herein are to be delivered, installed, tested, personnel trained and left ready for use within 45 consecutive calendar days after receipt of purchase order for this requirement(s). If unable to meet this requirement, please enter here the earliest date thereafter you can complete delivery/installation/testing/training/leave ready for use: \_\_\_\_\_. The State reserves the right to make the delivery/installation/testing/training/leave ready for use time offered a factor in the award of any contract resulting from this Invitation for Bids.

**CLEAN-UP:** Upon completion of the installation, the contractor shall remove and properly dispose of all waste and debris from the installation site. The contractor shall be responsible for leaving the installation area clean and ready to use. Contractor is not to use any trash can, receptacle, dumpster, or collection area on the college campus to dispose of waste.

**POST AWARD MEETING:** Within 15 days of award of contract and prior to the issuance of a purchase order a post award meeting may be held at the College with representatives of the College and the awarded contractor at a mutually accepted date and time to discuss the project.

**ACCEPTANCE INSPECTION:** Upon completion of the installed system, as called for herein, the contractor must request an acceptance inspection, which will confirm both hardware compliance with the contract and the performance of the system. Contractor shall successfully test activate the complete System on backup power through the local 911 Emergency Communications and Dispatch Center. The personnel responsible for conducting the acceptance inspection will be determined jointly by the Purchase and Contract contract administrator and the user, but is expected to include, to represent the State, at least one individual having expertise in systems of the type solicited herein.

**Invoices WILL NOT be paid by the using agency until Acceptance Inspection has been accomplished.**

**REFERENCES:** The State reserves the right to require upon its request a list of users that the bidder has provided similar equipment and scope of work as defined herein within the past 5 years. The right is also reserved to require upon request a list of users of the exact model of equipment bid. The State may contact these users to determine quality level of the offered equipment and the performance of the bidder. References may also be required for the installer, subcontractors, or others involved in the project (if other than the bidder). If required, references must be submitted in the form requested no later than 5 days of the request. Bids which do not comply with this requirement may be subject to rejection.

**INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders are required to furnish with their bid detailed descriptive literature and general specifications and other pertinent data necessary for their evaluation as required by Par. 9 of the attached "Instructions to Bidders." In addition, bidder must complete the attached questionnaire sections of the bid. Bids which do not comply with these requirements may be subject to rejection.

**BRAND SPECIFIC:** In accordance with the provisions of NC Administrative Code 05B.0204 and in consideration of the needs of the using agency it has been determined by the agency that the referenced make and model is the only one that fully meets their requirements. Therefore, only those bidders offering referenced make and model will be considered for award.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that item(s) offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by the State that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

**SERVICE:**

A. Bidder is factory authorized to repair equipment offered during warranty period. (Yes/No) \_\_\_\_\_

B. Warranty service will be performed by bidder. (Yes/No) \_\_\_\_\_

C. If no, who will perform warranty service?

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

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

D. Warranty service to be initiated within 72 hours excluding weekends and holidays after notification by agency.

(Yes/No) \_\_\_\_\_ If no, how long? \_\_\_\_\_

**PRODUCT SAFETY LISTING:** 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 test laboratory for electrically operated assemblies and 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 product safety, clean air, and water pollution.

Note that the complete product offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. Failure of a delivered product to have properly affixed thereto a correct safety listing label, when such is required by NCGS Chapter 66, may result in bidder being held in default of contract, per paragraph 1, "Default and Performance Bond," in the attached North Carolina General Contract Terms and Conditions.

Does the complete product(s) offered herein comply with the above requirement for safety listing?

\_\_\_\_\_ (yes/no/not required by NCGS Chapter 66)

Vendor must provide the information specified below for each product offered herein on which a safety listing label is required by NCGS Chapter 66. This information is required in order for the purchaser to confirm that the product carries the proper safety listing, when required by the statute. Use additional sheets if required:

| BID LINE<br>ITEM | MFR | MODEL | LISTING LABORATORY | LISTING FILE NO. |
|------------------|-----|-------|--------------------|------------------|
|                  |     |       |                    |                  |
|                  |     |       |                    |                  |
|                  |     |       |                    |                  |
|                  |     |       |                    |                  |
|                  |     |       |                    |                  |

## Emergency Alert System

### PART 1 – GENERAL

#### 1.1 REQUIREMENT

- A. Contractor shall review all other documents for additional requirements and information that apply to the Work. If conflicts between this Section and/or the General Requirements and General Conditions occur, the more stringent shall apply. Contractor shall deliver the complete Audiovisual System, including any design-build requirements of this Section and the following Drawings:
1. A1 Building T Architectural
  2. A2 Building A Architectural
  3. A3 Building B Architectural
  4. A4 Building C Architectural
  5. A5 Building D Architectural
  6. A6 Building D2 Architectural
  7. A7 Building G Architectural
  8. A8 Building H Architectural
  9. A9 Building L Architectural
  10. A10 Building M Architectural
  11. A11 Building N Architectural
  12. A12 Building R Architectural
  13. A13 Building S Architectural
  14. Building Cartrette Architectural
  15. Building HHS Architectural
  16. A14 Phase 1 Signal Flow
  17. A15 Phase 1 Signal Flow 2
  18. A16 Phase 2 Signal Flow
  19. A17 Phase 2 Signal Flow 2
- B. In addition the base building drawing set should be used for reference in reviewing architectural and other trade plans.

## 1.2 DESCRIPTION

A. The following is a summary of the audiovisual system requirements.

B. Emergency Alert System

Southeastern Community College (SCC) currently has a redundant 1 GHz coaxial video cable in place throughout most buildings on campus excluding the mobile units on both sides of "N" building. The coaxial cable is currently configured so that one building feeds the next building.

SCC envisions a system that allows officials to make emergency verbal announcements over an amplified speaker system, which can be extended to outdoor space with strategically placed loudspeakers and LCD monitors.

SCC would like to broadcast video feeds to keep students and employees informed in the event of an emergency. When not functioning as an emergency broadcast system, SCC would like the system engineered to scroll announcements, display Ram-O-Gram, provide internal video feeds, provide Video on Demand, and redistribute cable channels from the local cable company.

Requested Features in this System:

1. Multi-channel video with the capability of up to 105 RF channels and distributed emergency audio announcements throughout the campus.
2. Remote audio and video control from the video demarcation in "T" building Room 109. SCC would like an auxiliary audio control point in "A" building 1st Floor.
3. Strategically placed LCD monitors, amplified speakers, and audio/video kiosks to enable campus-wide coverage;
  - a. LCD monitors that are wall mounted along with wall mounted speakers.
  - b. Remote control volume from the central control unit.
  - c. Audio that can be sustained during power outages.
    - i. Utilize the current UPS in each building's Telco closet to sustain the audio during power outages. If for some reason that the current UPS cannot meet the need, provide and install a unit that can meet the need.
  - d. RF video distribution campus-wide.

C. Phase 1 – Audio System (Base Bid)

Identify and place Paging Microphone locations for LIVE campus broadcasts in Buildings "A" and "T". There should be at least 12 channels of RF distribution for use at a later time. In addition, there will be a Denon Network Audio/video player in Building "T", which will be plugged into an audio mixer. This enables SCC to playback pre-recorded messages on-demand through a user permission Web connection.

The audio signal originating in this instance will be modulated and distributed to other buildings on campus. In each of the buildings, an RF demodulator will be connected to an audio amplifier, which distributes audio to wall mounted loudspeaker horns located in the main hallway(s) of each building.

Further, these amplifiers and demodulators will be run through the college's uninterrupted power supplies (UPS) located in the individual building Telco closets.

#### D. Phase 2 – Video System (Alternate Bid)

The Denon Network Audio/Video player installed in Building “T” in Phase 1 will have its video signal connected and distributed over RF to all campus buildings. In this phase, at least one 42” LCD monitor will be wall mounted in protective and secure housings that are vandal resistant in each building. The cabling to these monitors will be CAT6 (568A). In each of the building Telco closets, an AMX Control system will be installed. At or near each monitor, an AMX Control system will be installed enabling monitors to be turned on or off and the channel changed to the emergency alert video message. This unit will also enable remote volume control. The system can also be expanded to enable a LIVE input so that authorized parties can address the campus at anytime.

NOTE: If CAT6 is utilized, it must be tested and test results provided to the college by the contractor.

### 1.3 SCOPE OF WORK

- A. Contractor shall provide a turn-key audiovisual system installation including, but not limited to, all cabling, loudspeakers, projection equipment, mounting hardware and electrical components including the necessary equipment, interconnections, transducers, labor, and services required to meet the functional requirement outlined in the design documents.
- B. Within 30 days after award of contract the Contractor will provide full submittals and shop drawings as noted elsewhere in this section. The contractor will confirm system designs and documents meet field conditions. This review shall include, but is not limited to, audience site lines, loudspeaker coverage, projection screen sizes, etc. Notify Owner immediately of any discrepancies that may exist between the Contract Documents and existing conditions. Changes to the system design required to address these issues, due to a failure to review field conditions in a timely manner, may require corrective action by the contractor at no cost to the Owner, Architect, or Design Consultant.

The Contractor shall provide complete “as built” shop drawings with invoice.

- C. The Contractor will be held responsible to have examined the site/premises and be satisfied as to existing conditions under which they will be obligated to operate in performing their part of the work or that, which will in any manner affect the work under this contract.
- D. Permits: Obtain any necessary permits for the execution of this work in conformance with applicable union regulations, local, State and Federal codes and regulations.
- E. All aesthetic issues are to be coordinated and approved by the Owner, Architect and Design Consultant.
- F. Verify all conduit and penetrations, wire raceways, back boxes, mounting hardware to building structure and cabling connecting system components, as required by the Audiovisual System and installed by the General Contractor/Electrical Contractor as part of the base building fit out. On or before submittal of shop drawings, notify Owner of any discrepancies that may exist between the Contract Documents and existing conditions.
- G. Verify 120-volt AC power requirements for each equipment location. On or before submittal of shop drawings, notify Owner of any discrepancies that may exist between Contract Documents and existing conditions.
- H. Patch, repair, finish and paint any surfaces that are damaged or demolished for access during this work. Room finishes to be returned to initial condition.

- I. Coordinate the installation of the audiovisual system issues including, but not limited to, architectural and structural items associated with the project.
- J. Coordinate with other trades to ensure that all required access and clearances to equipment and services are provided and maintained.
- K. Verify site conditions including dimensions and clearances. Coordinate and size the exact location of the equipment racks with the architectural drawings.
- L. Conduct preliminary testing and adjustment. Submit documentation required by this Specification. Participate in approval testing for acceptance by the Owner. Perform final adjustments as required to meet the Specifications.
- M. Deliver to the Owner, bound "as-built" system documentation. Transfer all warranties and equipment guarantees to the Owner and provide a written description of system operation at the time of acceptance of the Work by the Architect/Owner.
- N. Provide system operation training as specified in Part 3 of this Section.

#### 1.4 QUALITY ASSURANCE

- A. All materials must be newly manufactured current production models and conform to all applicable codes and the relevant standards of the American National Standards Institute (ANSI), Electronic Industries Alliance (EIA), STS 1000, and Institute of Electrical and Electronic Engineers (IEEE).
- B. Experience: The Contractor shall specialize in the installation of audiovisual systems, have a minimum of five years of documented experience in the field of audiovisual system installation.
- C. Supervision: Contractor shall designate a Project Manager and Foreman to oversee the installation work for the duration of the Work, to ensure that the system is installed in accordance with the Specification and Drawings.
  - 1. Project Manager shall maintain adequate staff and be responsible for installing and testing the system on schedule.
  - 2. Project Manager and Foreman/Project Supervisor shall have at least five years of documented, recent and similar project experience.
- D. Contractor shall promptly notify the Owner, in writing, of any difficulties that may prevent proper coordination or time of completion of the Work. Failure to do so shall constitute acceptance of work and indicate that the site is suitable in all ways for this Work, except for defects that may develop in the work of others after commencement of system installation.
- E. Insurance: Provide evidence of insurance for the full value of equipment and material located on-site. Insurance shall cover losses due to fire, theft and vandalism, until the final acceptance of the system, by the Owner. Maintain additional liability insurance to protect the supplier and/or Owner, Architect, Design Consultant against damage claims for personal injury, including death, which may arise during the performance of this work.

## 1.5 REFERENCES

- A. All requirements of the latest published edition, unless otherwise noted, shall apply:
  - 1. National Electric Code (N.E.C.)
  - 2. National Electric Safety Code (N.E.S.C.)
  - 3. Davis, Don, Sound System Engineering, Second Edition, Howard W. Sams and Co., Indianapolis, Indiana, 1997
  - 4. American National Standards Institute (A.N.S.I.)
  - 5. STS 1000
  - 6. Electronics Industries Alliance (E.I.A.)
  - 7. Audio -Design and Installation, Giddings, Howard W. Sams, 1990
  - 8. Society of Motion Picture and Television Engineers (S.M.P.T.E.)
  - 9. American Society for Testing Materials (A.S.T.M.)
  - 10. Dashboard for Controls (InfoComm International)

## 1.6 SUBMITTALS

- A. Contractor shall comply with the General Requirements and General Conditions of this Specification.
- B. Bid Submittals: Bidder shall submit the following qualification documents with the bid proposal:
  - 1. Submit a list of major equipment components to include catalog data sheets, along with any deviations, to the system design and Specification. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. Bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
  - 2. Submit a list including names, firm description, job foreman, copy of license and scope of work, for any subcontractors whose work would be part of this Contract.
  - 3. Submit a list of names for the lead installers who will be working on this project and indicate for each if they are NSCA NICET/EST or ICIA CTS-Install, certified or registered.
- C. Construction Submittals – to be provided within 30 days after award of contract.
  - 1. Provide shop drawings and record drawings using the following scales: a) Plans -not less than 1/8" = 1'-0" b) Details -not less than 1/4" = 1'-0"
  - 2. Submit point-to-point wiring diagrams and typed wire lists identifying every connection. Include electronic devices such as switches, transformers and terminal blocks. Indicate location of all components. Identify cables by types, colors and wire numbers.
  - 3. Submit system plans showing all device locations.
  - 4. Submit reflected ceiling plans showing distributed loudspeaker layouts with wattage tap settings, projection systems, cameras and other ceiling mounted devices.
  - 5. Submit conduit riser diagrams showing connection of all devices along with types and quantities of cables to be used and cable identification tags.
  - 6. Submit rack layouts indicating the proposed arrangement of mounted equipment including junction boxes and locations of conduit penetrations.
  - 7. Submit fully dimensioned construction details of all panels, plates and other custom fabricated items or modifications (e.g. installation of audio/visual equipment in lecterns). Include complete parts lists and, as required, schematic diagrams.
  - 8. Submit fully dimensioned construction details of all coordination items, such as panel or plate installation in casework or millwork.

9. Submit a schedule of finishes indicating proposed materials and color selections for all exposed items subject to Architect's approval.
10. Submit samples of engraved labels, cable-marking system, faceplate etching/finishes and loudspeaker grilles.
11. Submit an Excel spreadsheet list showing all equipment requiring data connections. At a minimum identify the following fields, Location, Description, Jack number, MAC address, IP Address, Subnet Mask, Gateway, DNS. Submit list with first four items completed for submittal review. Once approved, provide to owner's networking group to obtain static IP address information. Maintain list throughout project and provide final list with as-built documents.
12. Before final control system program installation, submit printed copies of all control system touch panel pages as well as an electronic copy of the pages as required by Part 2 of this Section.
13. Submit a key schedule indicating key assignments and groupings for all equipment racks, drawers, and lecterns subject to Owner's approval.
14. Acceptance Test Submittals: Prior to requesting the completion of the acceptance tests, submit Preliminary Test Report Information required in Part 3 of this Section.

## 1.7 PROJECT CLOSEOUT

### A. General

1. Furnish one initial set of Project Close Out Documents including but not limited to manuals, record drawings along with the results of all source quality control tests, and field quality control tests specified in Part 3 of this Section, to the Design Consultant, for use during acceptance testing.
2. If 'as installed' documents are rejected, correct and resubmit in the manner specified.
3. After approval of the 'as installed' documents, submit four sets of record drawings each consisting of the following:
  - a. One set of full size prints
  - b. One set of reduced B size prints
  - c. One set of manuals
  - d. One electronic submittal on USB Drive or DVD
4. Furnish one initial set of product brochures to the Design Consultant for use during acceptance testing and equalization. At the time of contract closeout, submit four sets of the system Operation manual and the Maintenance Data Manual.

### B. As Installed Drawings

1. Maintain a full set of shop/submittal drawings at the project site, marked-up to indicate actual locations, wattage tap settings, and the general true state of the installation.

### C. Manuals

1. Neatly bind each manual with tabbed dividers between sections.
2. Manuals shall be presented in 3 inch thick, 3 ring – D style binders.
3. The Manuals shall be broken down into the following minimum sections:
  - a. Operations Manual
    - i. Table of Contents
    - ii. Typed description of each system including key features and operational concepts (e.g. remote control features, switching or routing functions, patch points, mixing and linking capabilities).
    - iii. Setup diagrams and typed instructions for use in typical situations as directed by the Design Consultant.
    - iv. Small scale plans showing locations and circuit numbers for all system outlets and receptacles.
    - v. Single-line block diagrams showing all major system components.
    - vi. One set of B size drawings showing the components and wiring in each individual rack.

- vii. Manufacturer's operation manuals for equipment intended for operation by system users (e.g. tape decks, VCRs, communication equipment).

- b. Maintenance Data Manual

- i. Table of Contents
  - ii. Company name, address, telephone number and contact name for system service or maintenance.
  - iii. Listing of all equipment and materials with names of manufacturers and model numbers or part numbers.
  - iv. Catalog data sheets displaying manufacturer's names, addresses and telephone numbers.
  - v. Product manufacturer's warranties and a typed, one-year system warranty, explicitly covering all materials and labor.
  - vi. Manufacturer's service manuals for all major equipment items.
  - vii. Test documentation showing results of source quality control tests, field quality control tests, acceptance testing and equalization. Document final settings for all non-user devices and controls after completion of acceptance testing and equalization, including raw and equalized house curves. Document the physical position of settings as well as input and output signal levels as required by Part 3 of this Section.
  - viii. Provide a recommended preventative maintenance schedule for reference to the applicable pages in the manufacturer's maintenance manuals. Where the manufacturer provides inadequate information, develop and provide the information necessary for proper maintenance.

D. SOFTWARE

- 1. A properly licensed working copy of any and all software required to operate or configure the systems specified herein, shall be a part of the system supplied, including all software, firmware and hardware required for configuration, adjustment, diagnosis and repair.
- 2. All software shall be fully documented, and that documentation included.
- 3. Software shall be included in its 'installable' state on industry standard, CD-ROM, or other appropriate format from the manufacturer. Where possible a single master CD-ROM should be provided. If files are too large, break segments into logical sections, CD-ROM disk images are unacceptable.
- 4. Where any elements of the software are based on user modifiable source code, both the source code and the compiler shall be provided and documented as stated herein.
  - a. The source code is to be licensed to the Owner for this project; the contractor maintains the copyright of the source code.
  - b. The Owner has the right to modify the source code.
  - c. If the source code is modified the Owner takes full responsibility for the effects caused by the modification to the source code.

E. Electronic Submittal: In addition to the above listed hard copy submittals, submit all files necessary to produce the above submittals as follows:

- 1. Submit the following on USB drive.
  - a. Files use long Windows names file structure.
  - b. A Disk Master File List in text format shall be placed on the USB drive with a short description of files on that disk.
- 2. Drawings shall be in AutoCAD r2000 or later drawing (.DWG) format. Drawing Exchange File Format (.DXF) shall not be acceptable. All XREFs, fonts, and other drawing parts necessary to the drawings shall be included.
- 3. Documents and spreadsheets shall be in Microsoft Office 2007 format.
- 4. All files to be converted to searchable Acrobat \*.PDF files in addition to the native drawing, documents and spreadsheets formats.

5. Manufacturers' service manuals provided by the Manufacturer to the Contractor or documents that are similarly, not otherwise available to the Contractor in electronic format shall be excluded from this requirement.
6. Provide all control system source files and compilers on the same USB drive. This should include, but is not limited to, touch panel files, IR code files, DSP configuration files, web-based touch panel pages, or any other files or applications necessary to completely reinstall and configure all system components back to their operable state.

F. Submit three (3) sets of all keys required for access to and operation of the systems.

#### 1.8 GUARANTEES AND WARRANTIES

- A. Transfer all manufacturer and subcontractor's warranties to the Owner at the completion of all Work.
- B. Guarantee all installation work to be free of faulty system-wide workmanship. Guarantee all new components purchased under this Contract and workmanship to be free from defects for a period of 12 months from the final date of acceptance, by the Owner, including solid-state devices.
- C. Guarantee the replacement of faulty materials and workmanship within 24 hours of notification at no cost to the Owner if failure occurs during warranty period. Provide loaner equipment as required to keep the system operational if the system cannot be repaired within 24 hours of notification.
- D. Register warranty in the Owner's name for any product with a manufacturer's warranty of more than one year.

#### 1.9 OWNER FURNISHED EQUIPMENT

- A. Certain equipment may be identified as Owner Furnished Equipment (OFE). This OFE may presently be part of the Owner's systems or will be provided by the Owner.
- B. Clean and inspect the OFE, and notify the Owner in writing of damage or defect and the extent of repair and/or adjustment required to bring the OFE to original specification. Service OFE only as directed by the Owner under the arrangements of a separate contract.
- C. Incorporate into the system as if provided new, excepting warranty coverage.
- D. Web server and IP addresses as needed.
- E. Junction boxed for electrical connect for TV's.

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## PART 2 – PRODUCTS

### 2.1 GENERAL

- A. Components are to operate on a 110 to 120 volt, 60 Hz electrical supply. Rack mounted equipment is to be mounted in a standard EIA 19-inch wide rack. The components listed in the equipment schedule are the basis of the audiovisual system design and represent the minimum standards for each of the components. All of the properties of each component or system should be considered listed in full.
- B. Equipment, excepting the Owner Furnished Equipment (OFE), and materials shall be new. The latest version at time of delivery and shall conform to applicable UL, CSA, or ANSI provisions. Take care during installation to prevent scratches, dents, chips, etc.; equipment with significant or disfiguring cosmetic flaws will be rejected.
- C. All equipment installed in Telco, except for the coax. Distribution amp will be back mounted.

### 2.2 CABLE

- A. General
  - 1. Conductor jackets shall be color-coded to enable consistent polarity.
  - 2. Use plenum rated cable where required by code.
  - 3. Cables noted are referenced for minimum level of quality.
  - 4. Acceptable Manufacturers: West Penn, Canare, Belden, Extron, Covid, Gepco, and Liberty.
- B. Audio Cables
  - 1. Microphone: Shielded, stranded 20 AWG, twisted-pair cable (West Penn 292)
  - 2. Line Level Cable: Shielded, stranded 20 AWG, twisted-pair cable (West Penn 292)
  - 3. Program Loudspeaker Cable: Stranded, twisted-pair 12 AWG cable (West Penn 227)
  - 4. Distributed Loudspeaker Cable: Stranded, twisted-pair 18 AWG cable (West Penn 224)
  - 5. UHF Wireless Antenna Cable: 50 ohm, (RG-58) coaxial cable (RG-58) (Belden 8259)
- C. Video Cables
  - 1. Video Cable: 75 ohm RG6 Digital Video co-axial cable (Extron RG6)
  - 2. Video Cable: Digital video co-axial cable (Crestron Digital Media Cable)
  - 3. High Resolution Mini Cable: Multiple 75-ohm co-axial cables in one jacket (Extron MHR-5)
  - 4. High Resolution Cable: Multiple 75-ohm co-axial cables in one jacket (Extron RG6-5)
  - 5. MATV Drop Cable: 75 ohm RG 6U co-axial cable (West Penn 256350)
  - 6. MATV Trunk Cable: 75 ohm RG 11U co-axial cable (West Penn 25811)
- D. Data / Control Cables
  - 1. Control System Cable: 2 pair (18 AWG pair and 22 AWG pair) (Liberty AXLINK)
  - 2. Data cable: 4 pair Category 6 stranded twisted pair cable. (Belden 7882A)
  - 3. RS-485 cable Stranded Twisted Pair Shielded, 24 AWG cable. (Belden 9829)
  - 4. RS-232 cable: 6 Pair, Stranded Twisted Pair Shielded, 24 AWG cable. (Belden 9839)
  - 5. 5 pair, Stranded Twisted Pair Shielded, 24 AWG cable. (Belden 9807)
  - 6. 9 pair, Stranded Twisted Pair Shielded, 24 AWG cable. (Belden 9809)
  - 7. 12 pair, Stranded Twisted Pair Shielded, 24 AWG cable. (Belden 9812)

## 2.3 HARDWARE

- A. Jacks and Connectors
  - 1. Provide panel mounted isolated ground jacks.
  - 2. Contacts are to be silver-plated, chromate dipped, phosphor bronze, or brass.
  - 3. Install connector and jacks per manufacturer's directions.
  - 4. Panel mounted jacks are to be recessed.
  - 5. Acceptable Manufacturers: Canare, Switchcraft, Neutrik, Amphenol, Pomona, Extron, or Liberty.
  - 6. All Ethernet jacks will be Ortronics (OR-S21600 or OR-S22600) and will be wired 568A.
- B. Audiovisual System Face Plates: Provide metallic cover plates at all control, switching and jack locations. Etch and ink all system faceplates to indicate function, input/output number, etc. Minimum engraved letter height 1/8 inch. Coordinate finish with the Owner. Center lettering vertically OVER or horizontally to the right of the appropriate connector. Connector mounting shall allow sufficient finger clearance for connector insertion and removal without interference from adjacent connectors.
- C. Electronic Component Face Plate Labels: Provide permanent labels as specified and shown on detail drawings. Engraved plastic labels fastened with epoxy are acceptable. Dymo type labels are not acceptable.

## 2.4 RACK POWER

- A. Provide one or more switched power strips with a minimum of 20% spare capacity, divided among the following categories.
- B. Provide constant power outlets for all equipment that require it. This includes system controllers and all other devices that lose clock function, memory, programming, or internal battery voltage if left unpowered.
  - 1. The remaining outlets are to provide switched power operated by the control system relay contacts.
- C. Switched outlets are to be operated as two groups.
  - 1. The first is to provide power for low-level electronic devices
  - 2. The second for high level (power amplifier) electronics.
  - 3. The system is to be free of measurable power transient noise when powering on or off.

## 2.5 AUDIO DSP (DIGITAL SIGNAL PROCESSOR) PROGRAMMING

- A. The Contractor shall provide all Audio DSP programming and adjustments for the project.
- B. Audio DSP box shall be configured and programmed to provide routing, equalization, loudspeaker protection limiting, volume control and delay.
- C. The values in the audio DSP box shall be set to allow the performance requirements outlined in this document to be met.
- D. A mix minus system shall be configured for the loudspeaker/microphone locations in rooms with desktop microphones that can support it.
- E. Microphone mute shall be at DSP, not at microphone.
- F. Audio DSP programming changes, in conjunction with the control system, may be required as noted in part 2.06 above.

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. The following is required for acceptance of the audiovisual system by the Owner:
  - 1. Install complete and functioning audiovisual system.
  - 2. Label equipment and cables corresponding to functional diagram.
  - 3. Conduct adjustments and preliminary testing.
  - 4. Report results of preliminary testing along with system documentation.
  - 5. Participate in acceptance test and deliver final system and documentation.
  - 6. Conduct any adjustments or re-testing required to meet the performance specifications.
  - 7. Provide training to an individual(s) designated by the Owner/Architect/Consultant.

### 3.2 AUDIOVISUAL OPERATIONAL REQUIREMENTS

- A. Care shall be taken to eliminate electro-magnetic radio frequency and electro-static interference; the system shall be free of audible hum, rattles, buzzing sounds, distortion and visible hum bars or distortion. Continuation adjustment will be covered during owner training and then become responsibility of the owner.

### 3.3 OWNER PERSONNEL TRAINING

- A. As part of Work of this Section, provide a total of 4 hours of onsite training for personnel, designated by the Owner for instruction, in the proper operation and maintenance of the systems. This training shall take place after the installation is operational but before the acceptance testing, in (one) four-hour blocks.
- B. Provide the additional four hours of training in a minimum of two-hour blocks during the first year after the system has been accepted. These training sessions are at the request of the Owner.
- C. Provide one initial set of manuals for the system as described in this specification at the time of training for review and comment by the Owner's personnel.

### 3.4 PERFORMANCE SPECIFICATIONS

- A. The sound pressure level spectrum from the program speaker system, in each 1/3 octave band shall be +3 dB (side to side) from 100 Hz to 12 kHz with 3 dB per octave roll off above 12 kHz and below 100 Hz. Total acoustical harmonic distortion shall not exceed 2% at sound levels of 90 dBC (1 kHz reference tone) at 4 feet above finish floor in the middle of the room.
- B. The sound pressure level spectrum from the distributed speaker system, in each 1/3 octave band shall be +3 dB from 125 Hz to 10 kHz with 6 dB per octave roll off above 10 kHz and below 125 Hz. Total acoustical harmonic distortion shall not exceed 2% at sound levels of 85 dBC (1 kHz reference tone) at four feet above finish floor in the middle of the room.
- C. The gain structure for all audio system components (mixer input to amplifier output) shall be adjusted to achieve the highest signal-to-noise ratio, 75 dB from 50 Hz to 15 kHz minimum.
- D. The audio frequency response of the electronics system with equalizers bypassed shall vary less than +1 dB from 50 Hz to 12 kHz.

- E. The electronic system audio distortion shall be less than 0.5% at 1 kHz at the equipment's rated input signal level.
- F. Image size and clarity: Mount the TV as indicated on the drawings and project the image onto the projection screen. Projected images shall be of maximum width and maximum height, centered on screen.
- G. Image tests shall utilize standard AMI test slides and similar video media to establish any image sizes on the screen.
- H. Geometric Distortion: Shall be corrected using physical and/or optical adjustment only. Electronic or digital correction should be used only when called for by the design intent.
- I. Control functions: Demonstrate that each of the controlled devices may be controlled either at the individual device or through the use of the remote control system and that all individual devices and combinations of devices may be utilized in the logical and common formats and that all systems are in proper working order.

### 3.5 CONTRACTOR'S TESTING AND ADJUSTMENTS

- A. Furnish all equipment and personnel to conduct these tests in accordance with the performance specification requirements.
- B. All timing and gain measurements shall be made while the operator controls of the device under test are set in the center-of-travel, in bypass, nulled out or at the manufacturer's detent position. Any adjustments should be made by modification of cable length or internal adjustments.
- C. Audio Testing
  1. Before connecting high impedance (distributed) loudspeaker lines to the power amplifiers, measure and record the impedance curves of all loudspeaker circuits, using a sweep test or impedance bridge for at least six frequencies from 125 Hz through 8,000 Hz.
  2. Before connecting low impedance (8-Ohm) loudspeaker lines to the power amplifiers, measure and record the impedance of all loudspeaker circuits, Report the DC resistance reading.
  3. Test all low-level audio cables and connections for continuity and ground faults and correct polarity.
  4. Apply a sine-wave sweep signal to each loudspeaker system, sweeping from 50 Hz to 5,000 Hz at a sound pressure level, which is 10 dB below the loudspeakers rated electrical input power. Listen for rattles or objectionable noise and correct if apparent.
  5. Check for proper polarity of loudspeakers by applying music program or pink noise to each system and walking through the transition areas of coverage from one loudspeaker to the next. Transition should be smooth with no apparent shifting of source, back and forth from one loudspeaker to the next.
  6. Coverage Uniformity: Scan the areas served by the system and record sound pressure level in 1/3-octave bands. Perform any necessary adjustments to loudspeaker orientations as required to achieve the specified uniformity.
  7. Adjust all system gain controls, both physical and virtual in software, for optimum signal-to-noise ratio. After all adjustments required to meet the performance specification requirements are made, measure and report the resulting system electrical signal-to-noise ratio at the amplifier outputs from 20-20 kHz in 1/3 octave bands referenced to the voltage required to achieve 85 dBC in the center of the room (1 kHz reference tone) at 4-feet above finish floor.
  8. Measure the sound pressure level using a calibrated type 1 precision sound level meter as defined by ANSI S1.4. Measure using the slow time Constant. Report the "raw house curve" with the equalizer controls set to "0." Adjust all gain controls and equalizers to provide the 1/3-octave band sound levels specified.

- D. Projection System Testing
  - 1. Use standard test charts to provide uniform alignment and focus across the field of the image.
  - 2. Light Levels: measure and report the ANSI Light Levels on the projected image as measured from the center of the room.
  - 3. Flicker and Strobing: document any changes in level of the light source or projection system.
- E. All Ethernet cabling will be tested and certified within the IEEE standards.
- F. Controls: Adjust all controls to achieve the specified performance. Provide shaft-locks or covers for all level controls, as appropriate to prevent unauthorized gain changes. All control knobs; sliders, etc should be marked to show their final settings so they may be reset to the correct settings in the event they are adjusted in the future.
- G. Report: Prepare a letter/report documenting the results of these tests and readings. Include final equalizer and gain settings for review by the Design Consultant.

### 3.6 ACCEPTANCE TESTS

- A. Provide a STATEMENT OF COMPLETION, certifying that the system is installed and is ready for acceptance testing by the Design Consultant.
- B. Schedule a time for the Design Consultant to perform system acceptance testing and adjustment with at least 14 days advance notice.
- C. Qualification for Acceptance: Subsequent to completing preliminary testing, Contractor shall furnish the Owner/Design Consultant with copies of As Built documentation as required in this Specification.
- D. Furnish a technician who is familiar with the system to assist the Design Consultant during the acceptance testing and equalization for the duration it takes to complete the adjustments (regular time or overtime as required). A minimum of 24 hours as required to complete the adjustments.
- E. Acceptance Test: The Owner and Design Consultant shall be present during the acceptance testing and require the assistance and cooperation of the Contractor.
  - 1. Each major component shall be demonstrated to function.
  - 2. Measurements: Electrical, optical and acoustical measurements may be performed at the discretion of the Owner and/or their representatives. The Design Consultant will supply acoustical measuring equipment. Such measurements may include sound pressure levels, uniformity of coverage, distortion, or other pertinent characteristics. Contractor shall provide equipment for performing any necessary electrical test or adjustments.
  - 3. Viewing and listening tests may include subjective tests by observers at any location in the facility.
  - 4. Operating tests may include use of any individual or combination of systems provided and from any control location.
  - 5. Each cable may be inspected for proper termination.
  - 6. Under the direction of the Design Consultant, adjust signal levels and loudspeaker aiming, as required, to achieve the uniform sound distribution required by this Specification.
  - 7. Such tests may be performed on any piece of equipment or system. If any test shows the equipment or system is defective or does not comply with the Specifications, Contractor shall perform any remedies, at their expense, and pay the subsequent expenses of any re-testing required.
- F. Contractor shall provide a final report, which will document the final equipment settings and adjusted levels and values.

- G. If the system does not meet criteria or if additional trips to the job site for testing or adjustment are required, the Contractor shall reimburse the Owner for all expenses and professional time encountered by the Design Consultant/Architect.

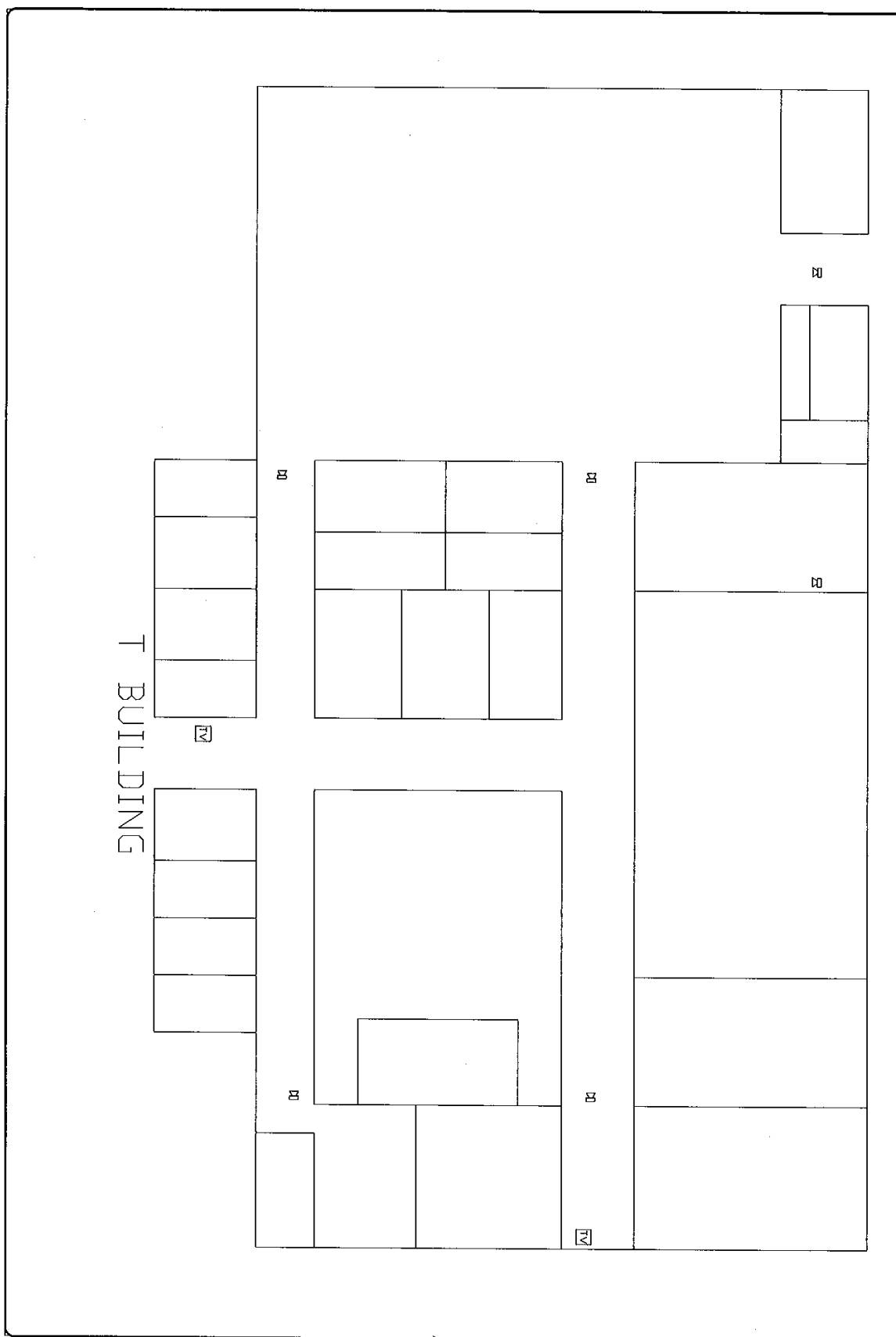
#### PART 4 -BIDDING INSTRUCTIONS

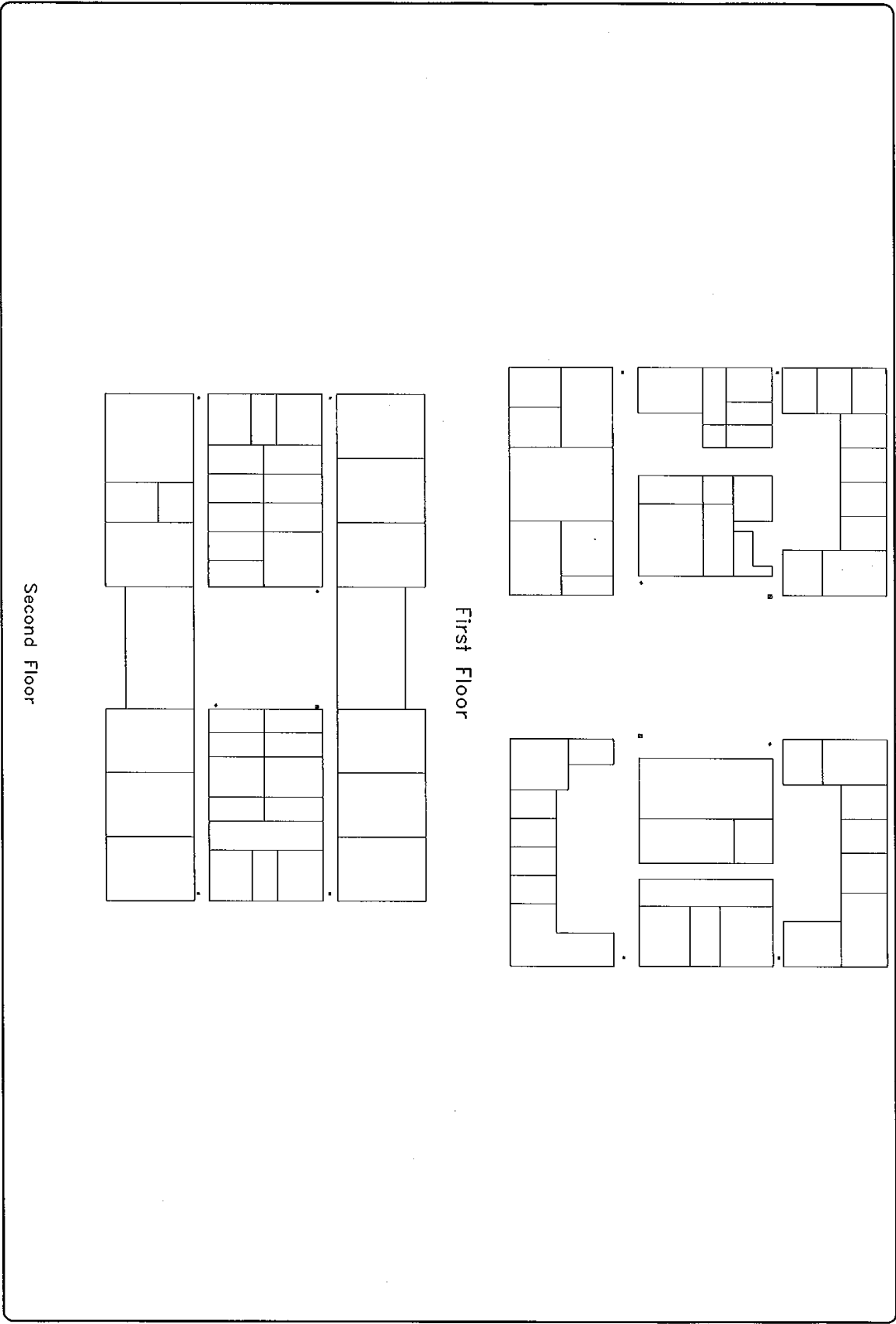
##### 4.1 GENERAL

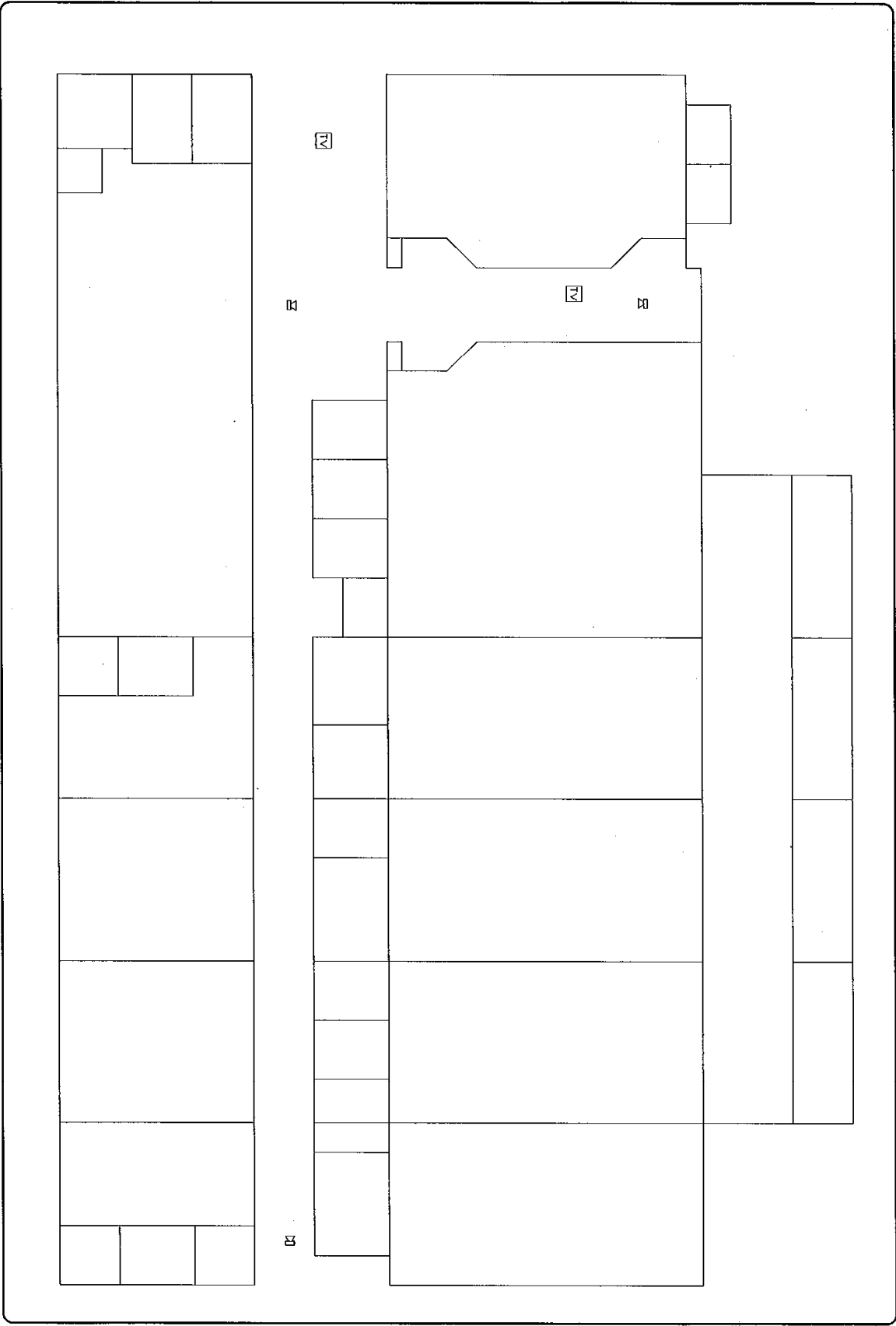
- A. This section provides the bid format for the project's audiovisual system. The bid forms are to be completed in its entirety. Failure to provide information required by this document may be considered grounds for immediate disqualification.
- B. The installation of the audiovisual system is based on the attached design documents that describe the design developed by Strategic Connections Incorporated.

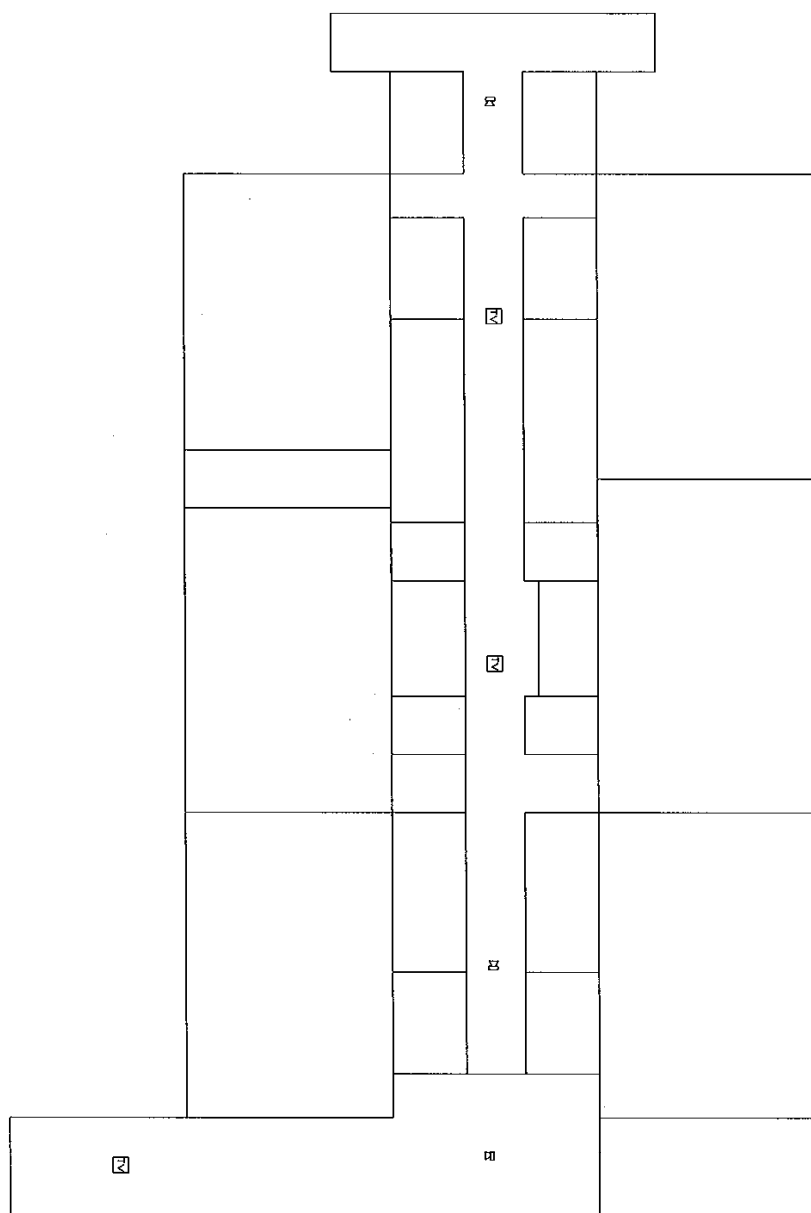
ALL EQUIPMENT OFFERED MUST BE THE BRAND SPECIFIED. (See "BRAND SPECIFIC" statement on page 7.)

- C. This includes items such as rack mounting requirements, software operating requirements, functional features, maintenance features and warranty length.
  - 1. All requests for equipment substitutions must be submitted with bidder questions and approved before final bids are submitted. Substitution request should include full manufacturer cut sheets and all relevant technical information for review by the design consultant. Substitutions will be reviewed and approved/disapproved. All bidders will be notified via an addendum to the bid documents of acceptable substitutions. Bids not following this procedure may be rejected.

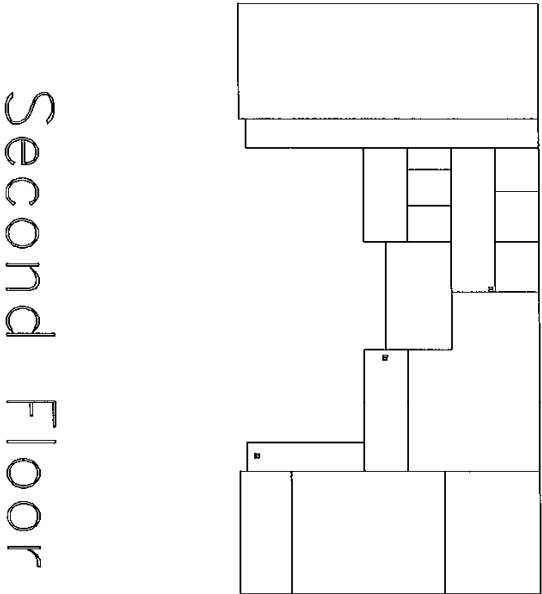
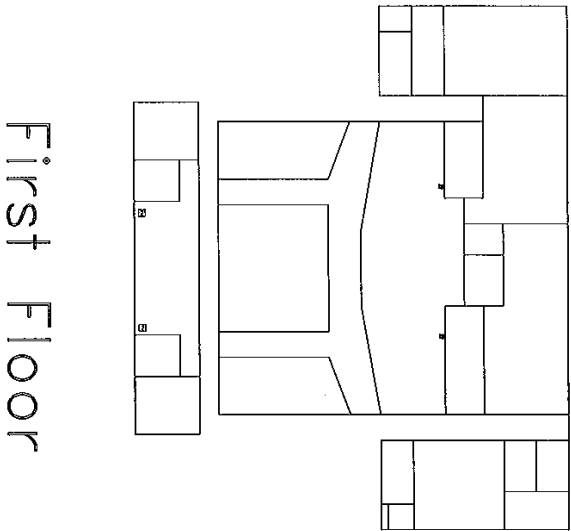


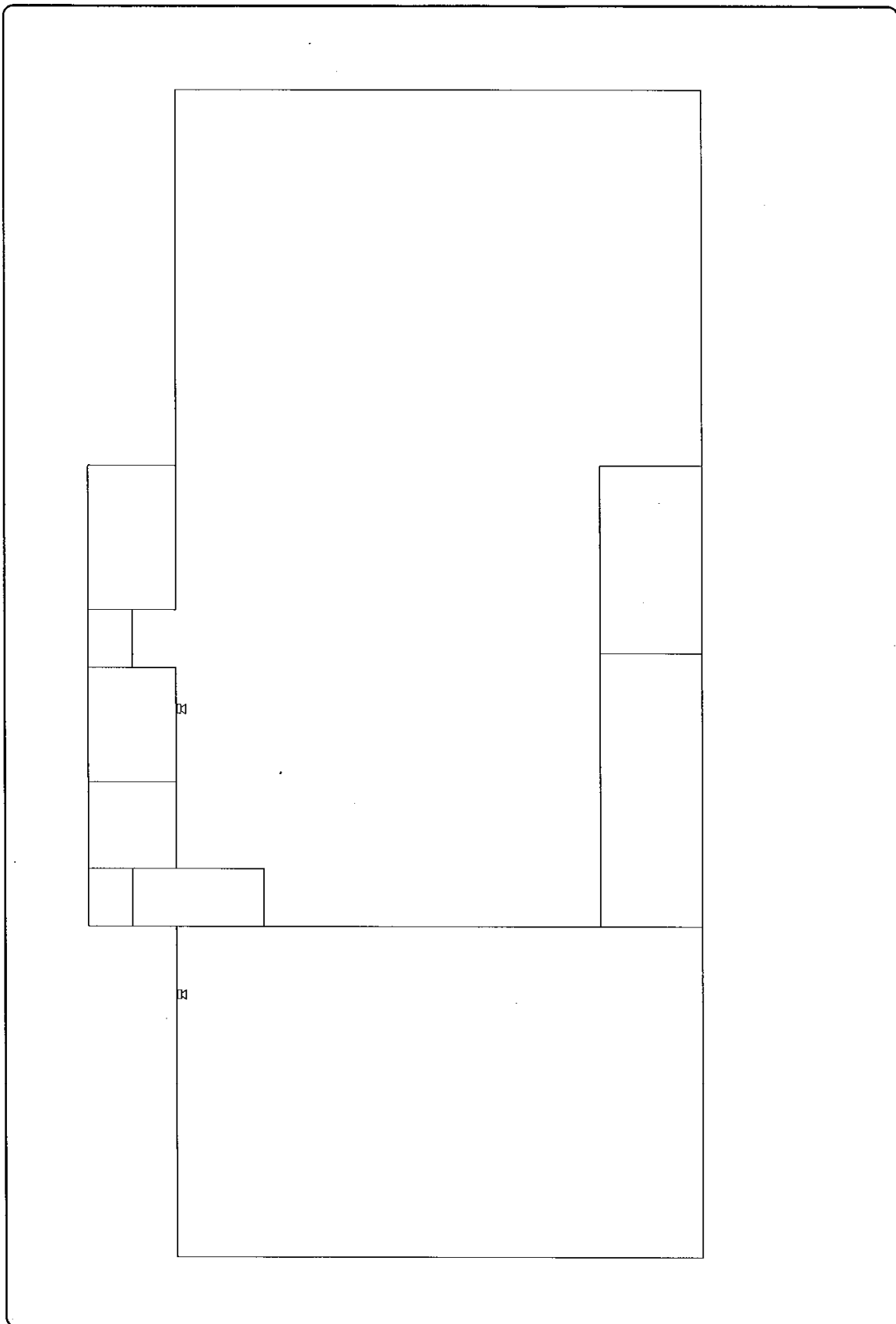




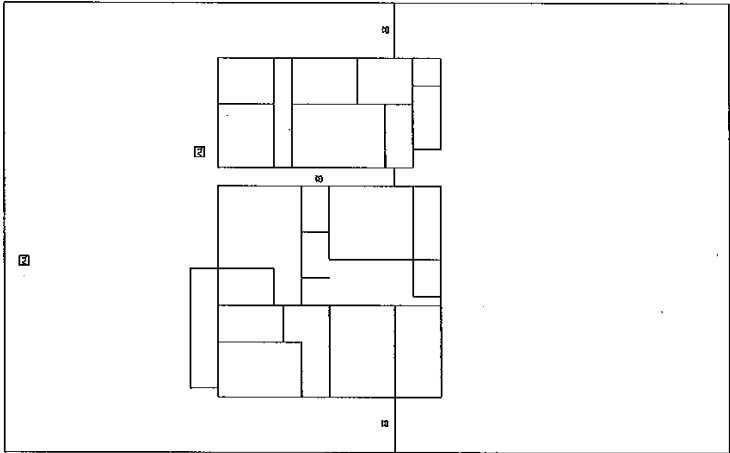


|                           |                                                                                 |                  |             |                                                                                                                                                                |                                                                                                                                         |
|---------------------------|---------------------------------------------------------------------------------|------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| DRAWING NO.<br><b>A-4</b> | DRAWING<br><b>EMERGENCY BROADCAST SOUND SYSTEM<br/>C BUILDING 4V FLOOR PLAN</b> | REVISION HISTORY |             | <div style="border: 1px solid black; padding: 2px;">             APPROVED<br/>             _____<br/>             DATE<br/>             _____           </div> | <div style="border: 1px solid black; padding: 5px;"> <h1 style="margin: 0;">SECC</h1> <h2 style="margin: 0;">WHITEVILLE, NC</h2> </div> |
|                           |                                                                                 | DATE             | DESCRIPTION |                                                                                                                                                                |                                                                                                                                         |
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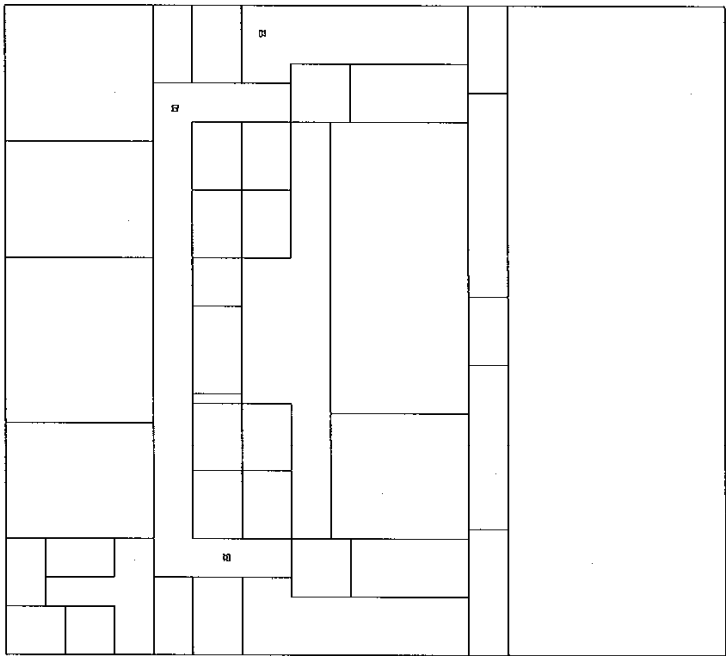


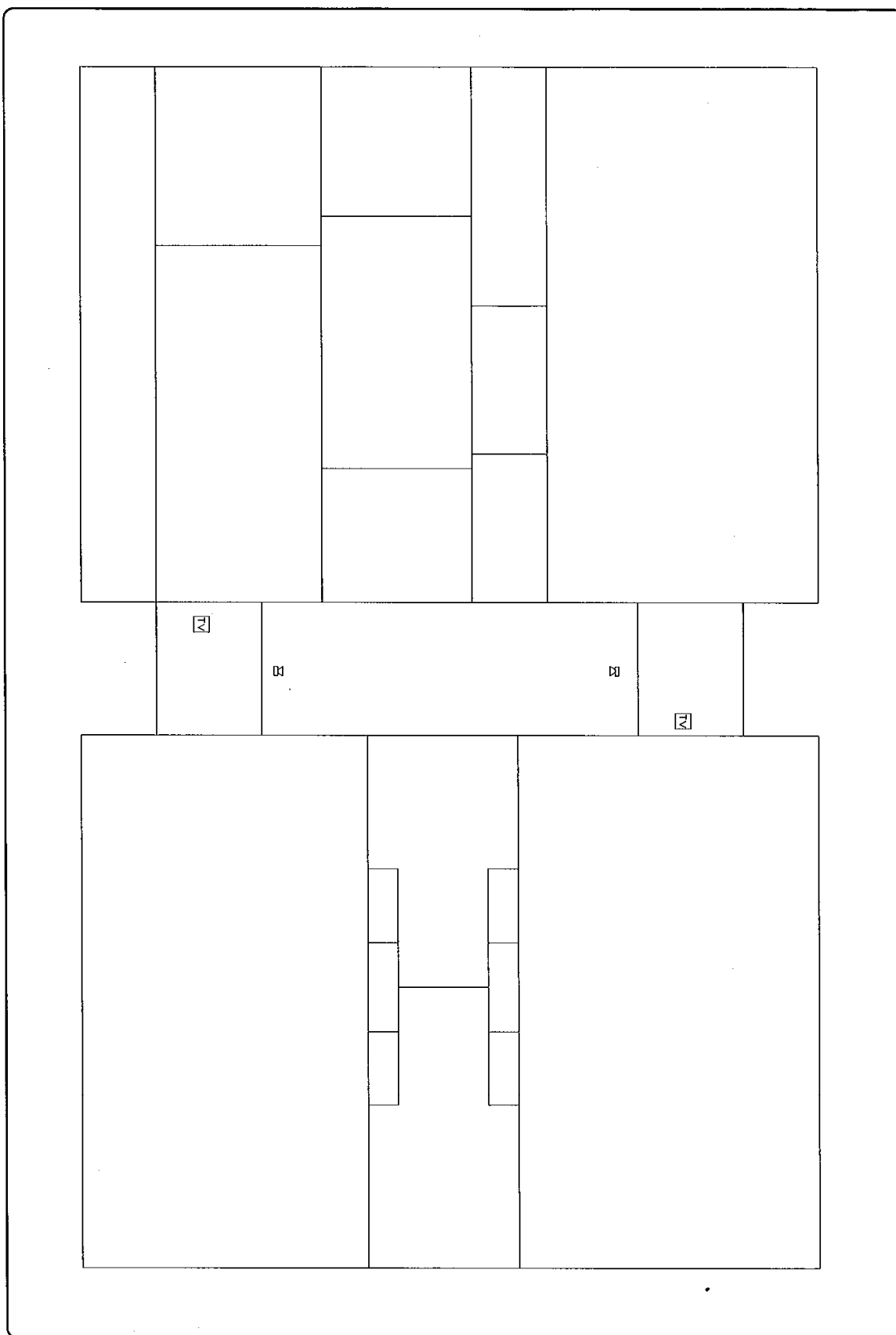


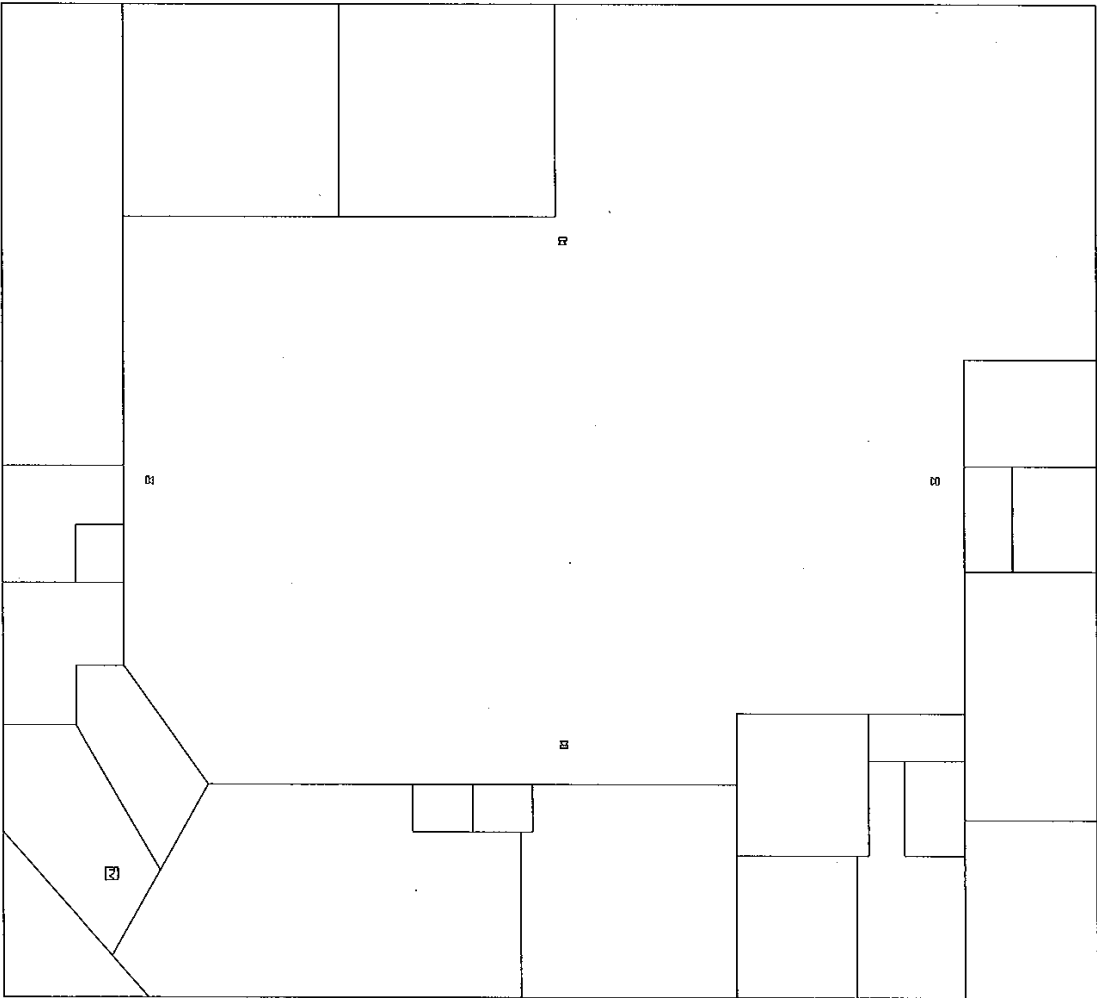
First Floor

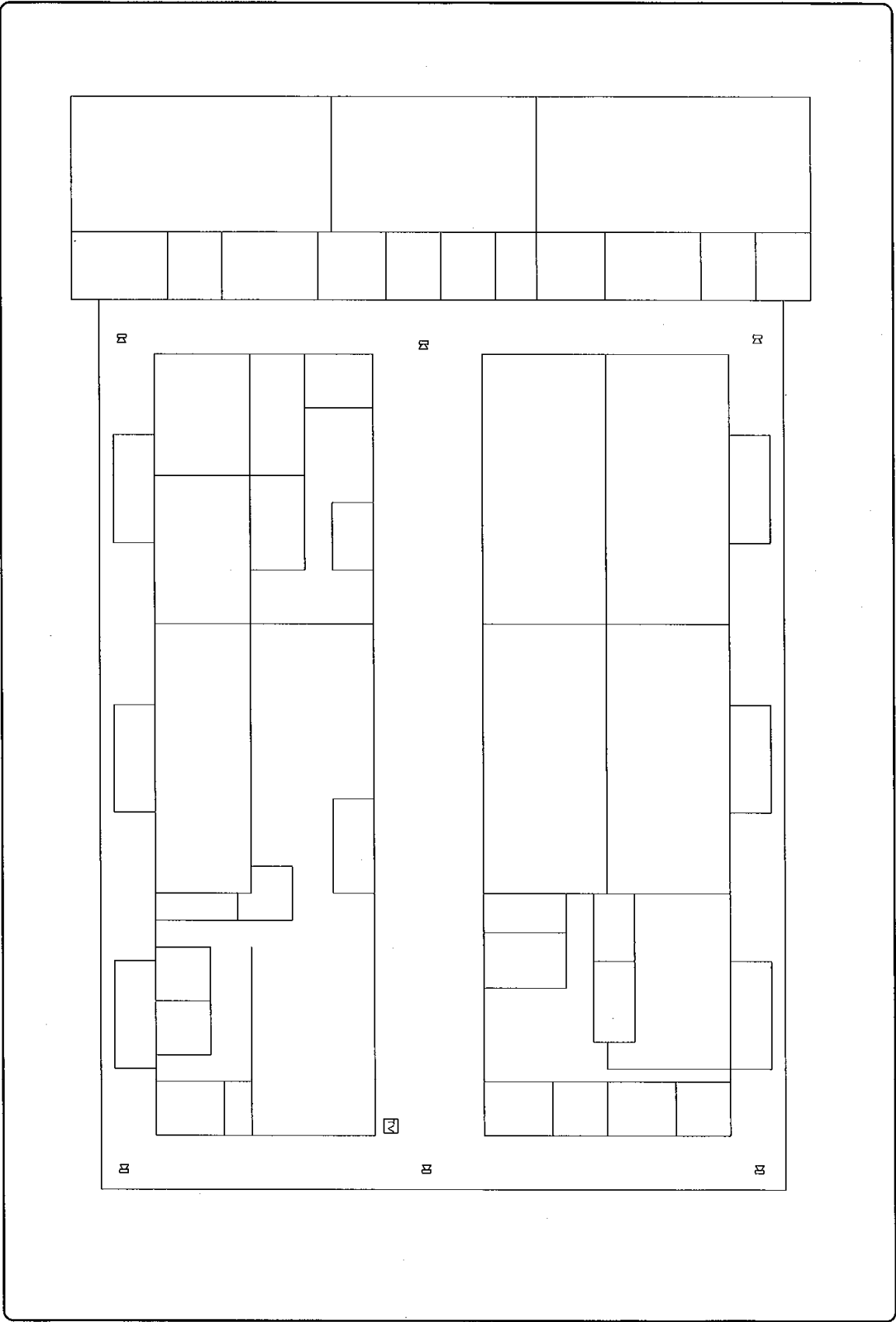


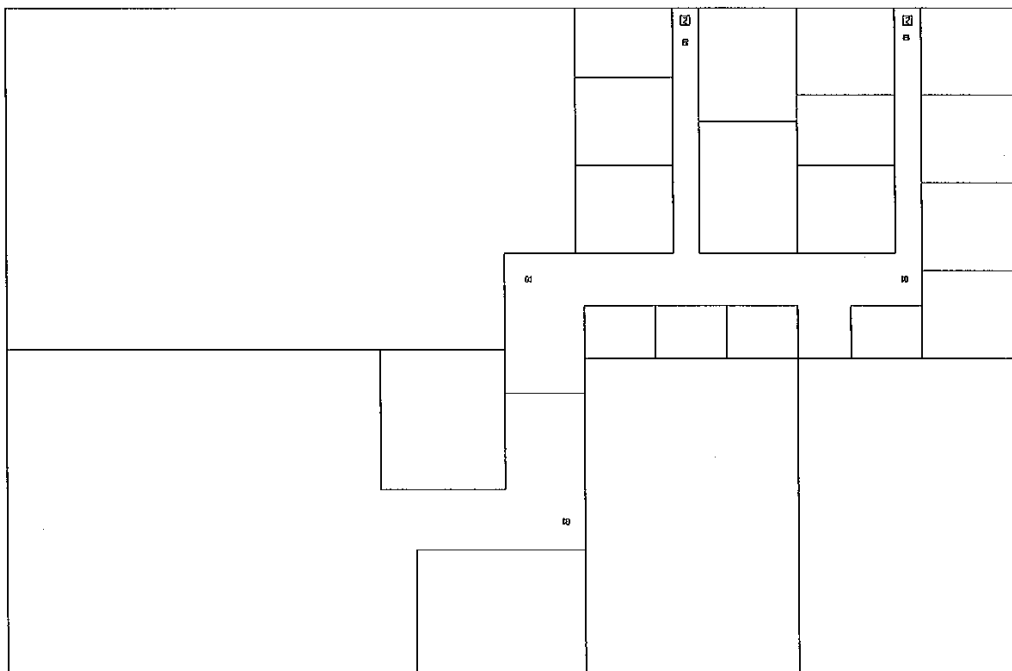
Second Floor



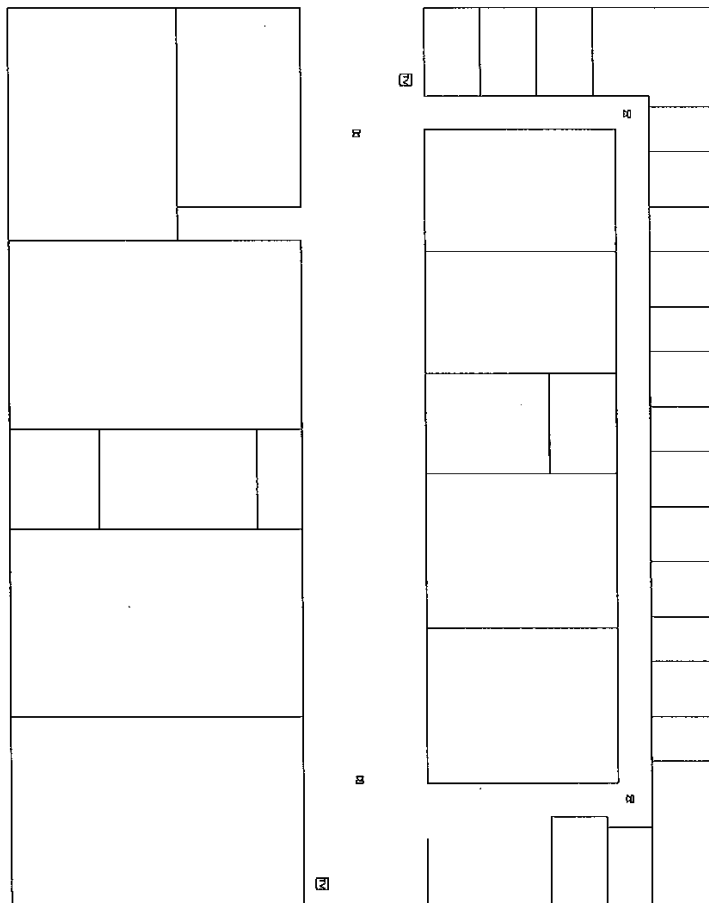


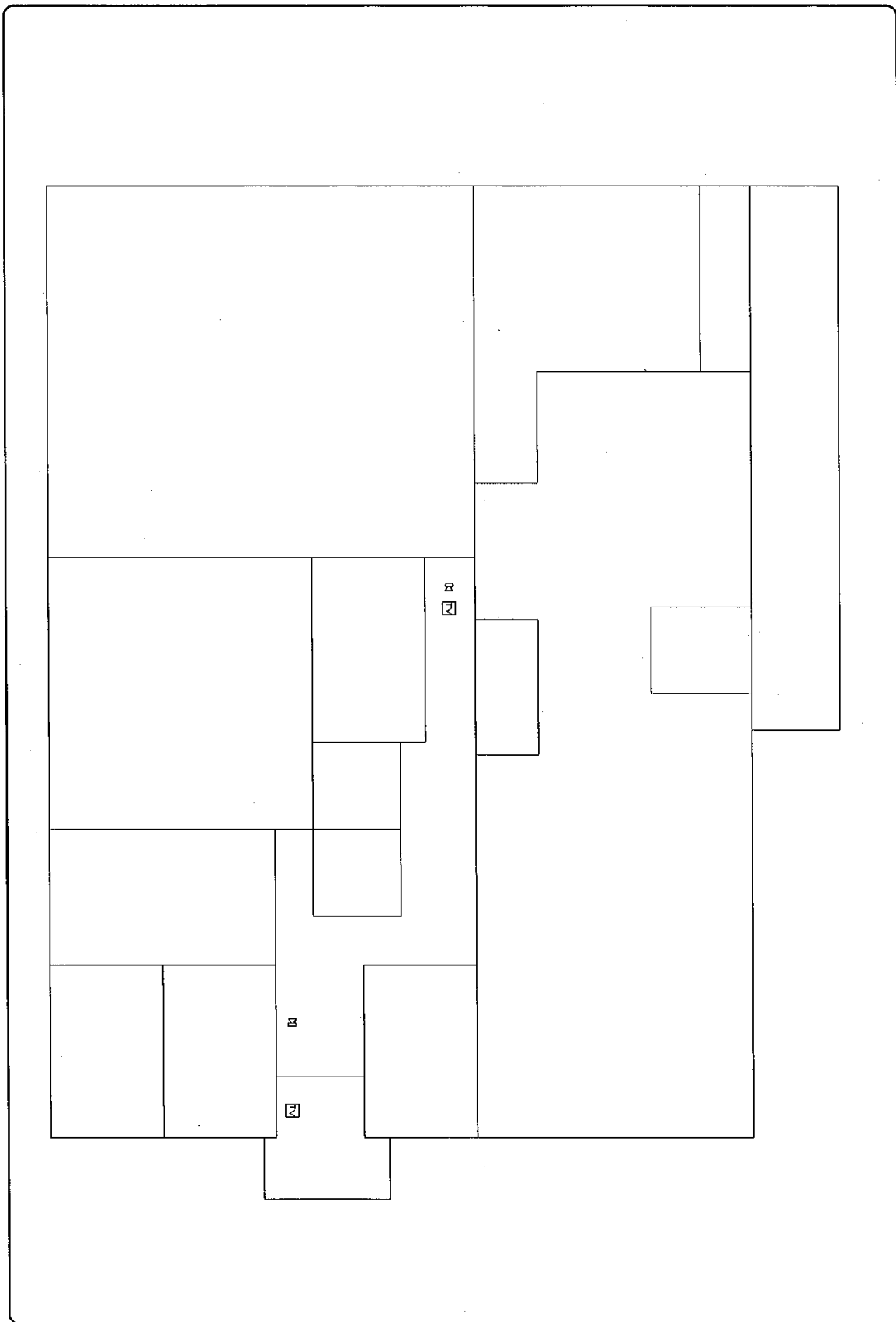


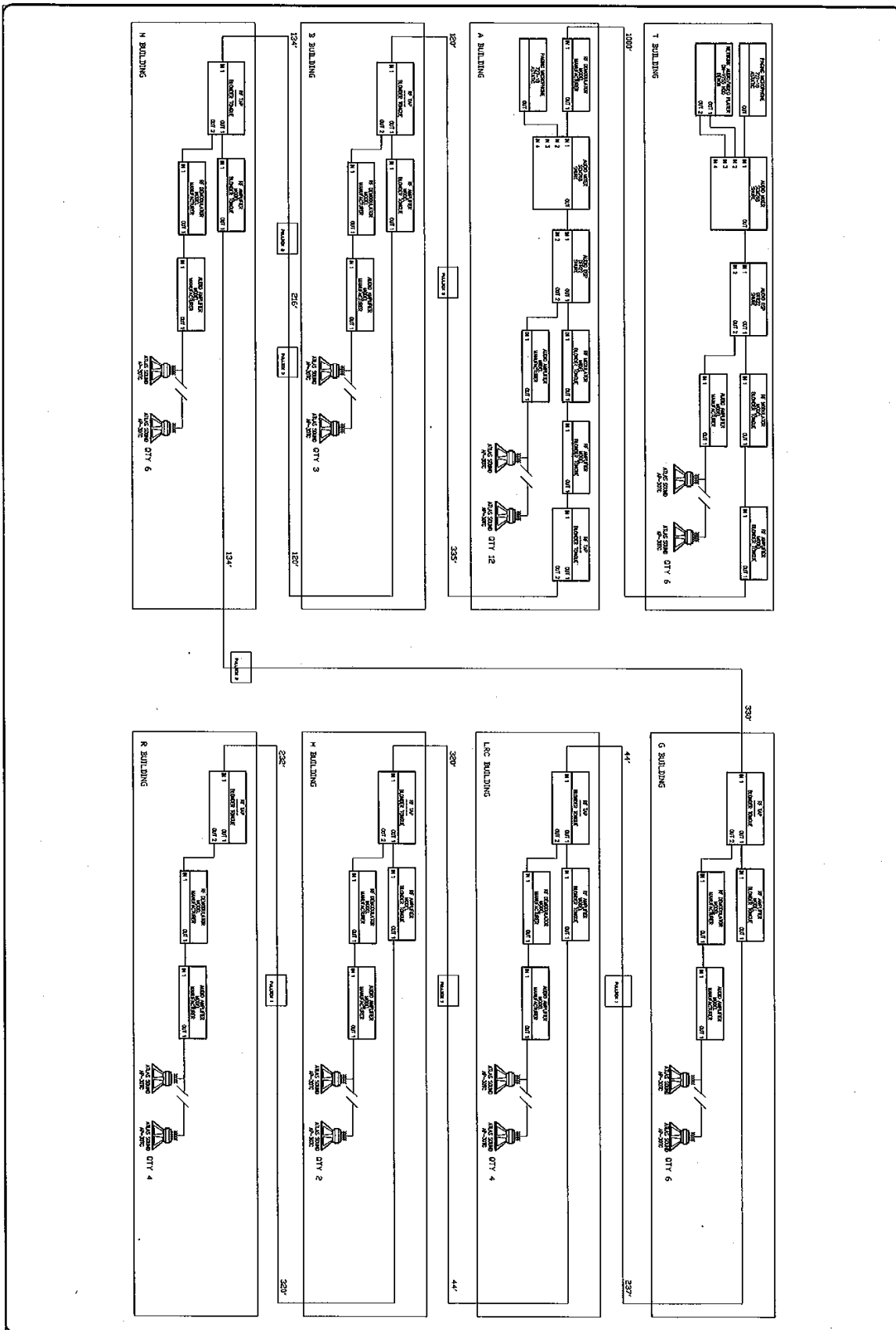


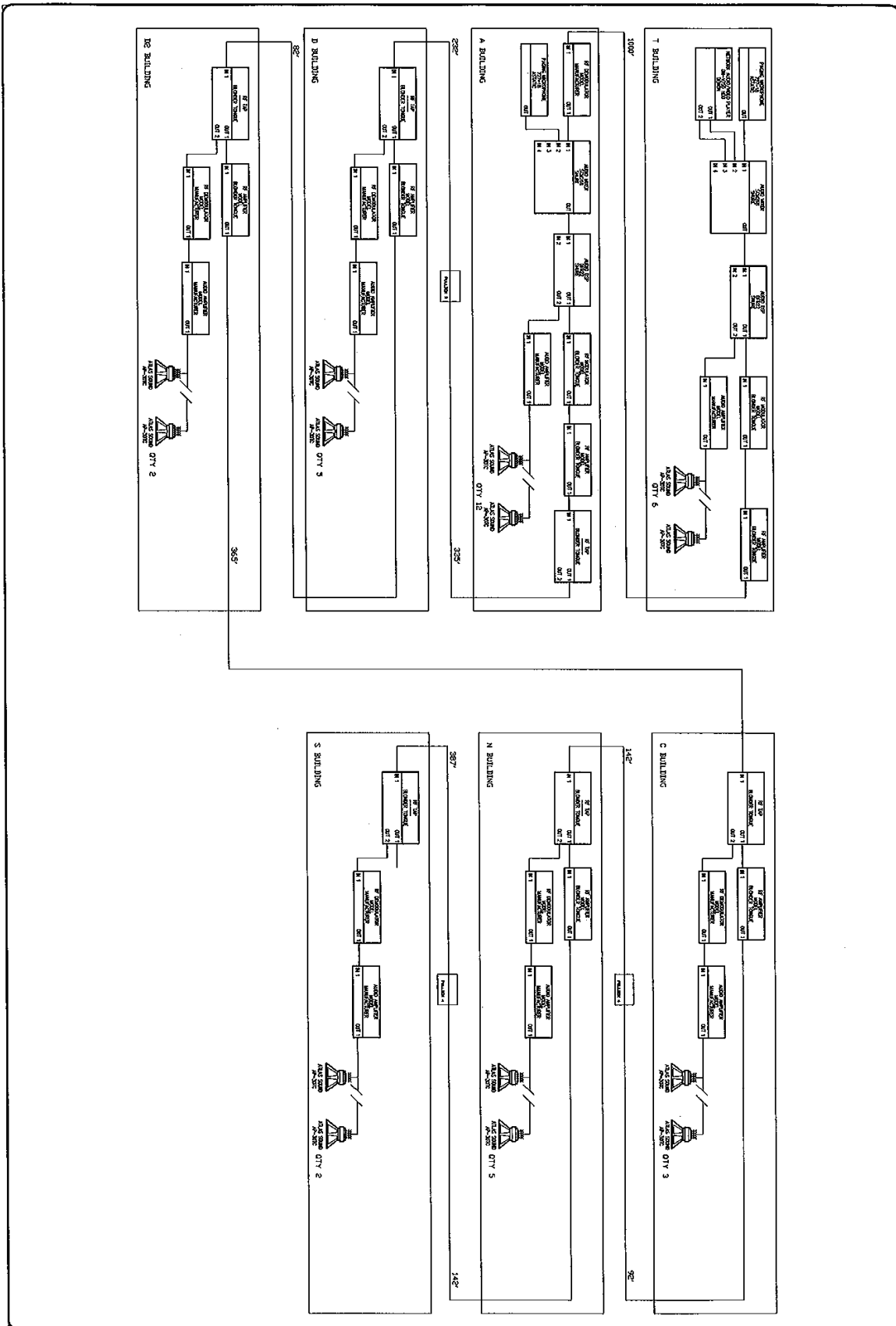


|                          |     |                                                              |                  |             |                                                                                     |                                                                                     |                                                                                     |                                                                                      |
|--------------------------|-----|--------------------------------------------------------------|------------------|-------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| DRAWING INFO<br>SECC.DWG | A11 | EMERGENCY BROADCAST SOUND SYSTEM<br>N BUILDING 4V FLOOR PLAN | REVISION HISTORY |             |  |  |  |  |
|                          |     |                                                              | DATE             | DESCRIPTION |                                                                                     |                                                                                     |                                                                                     |                                                                                      |
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REVISION HISTORY

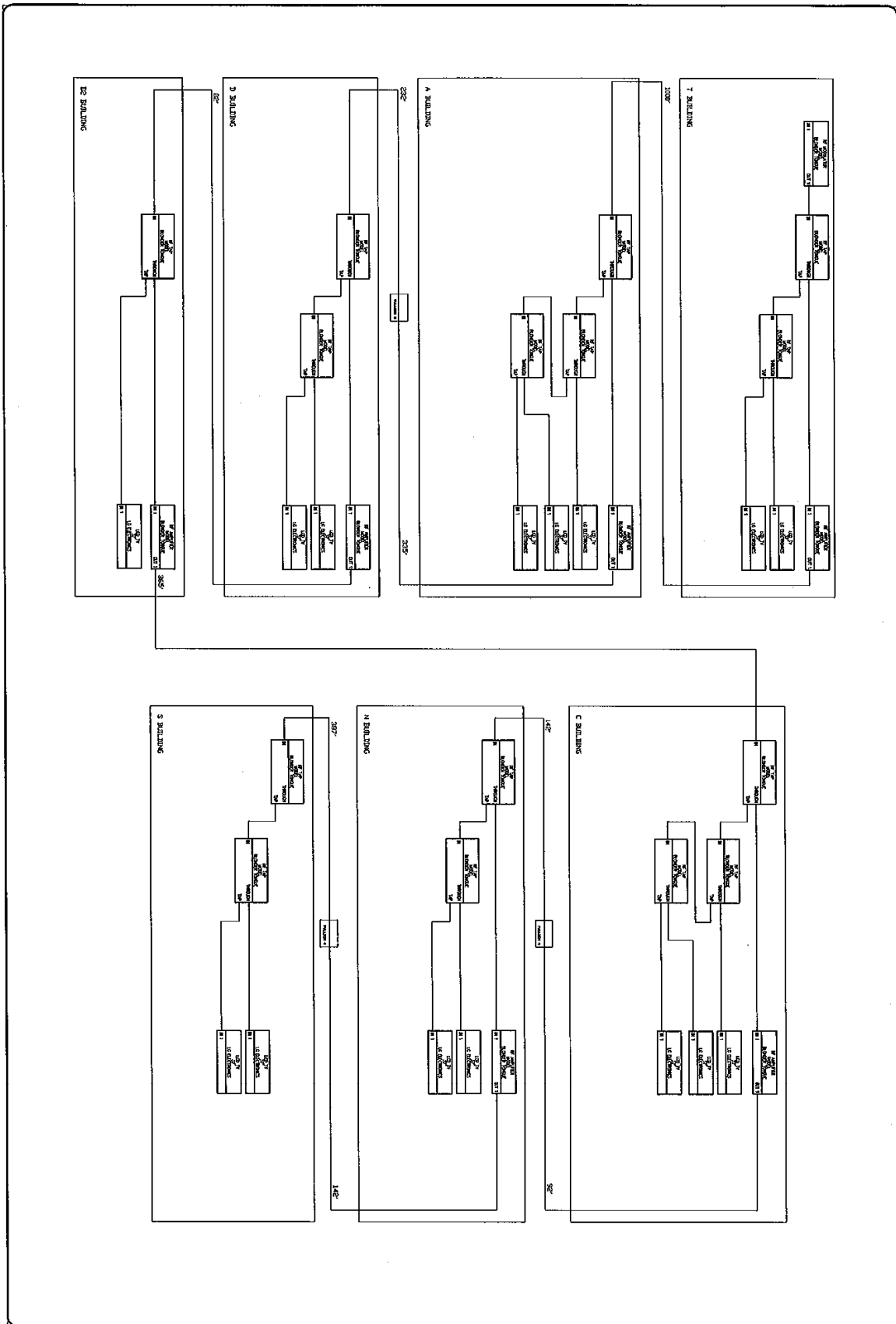
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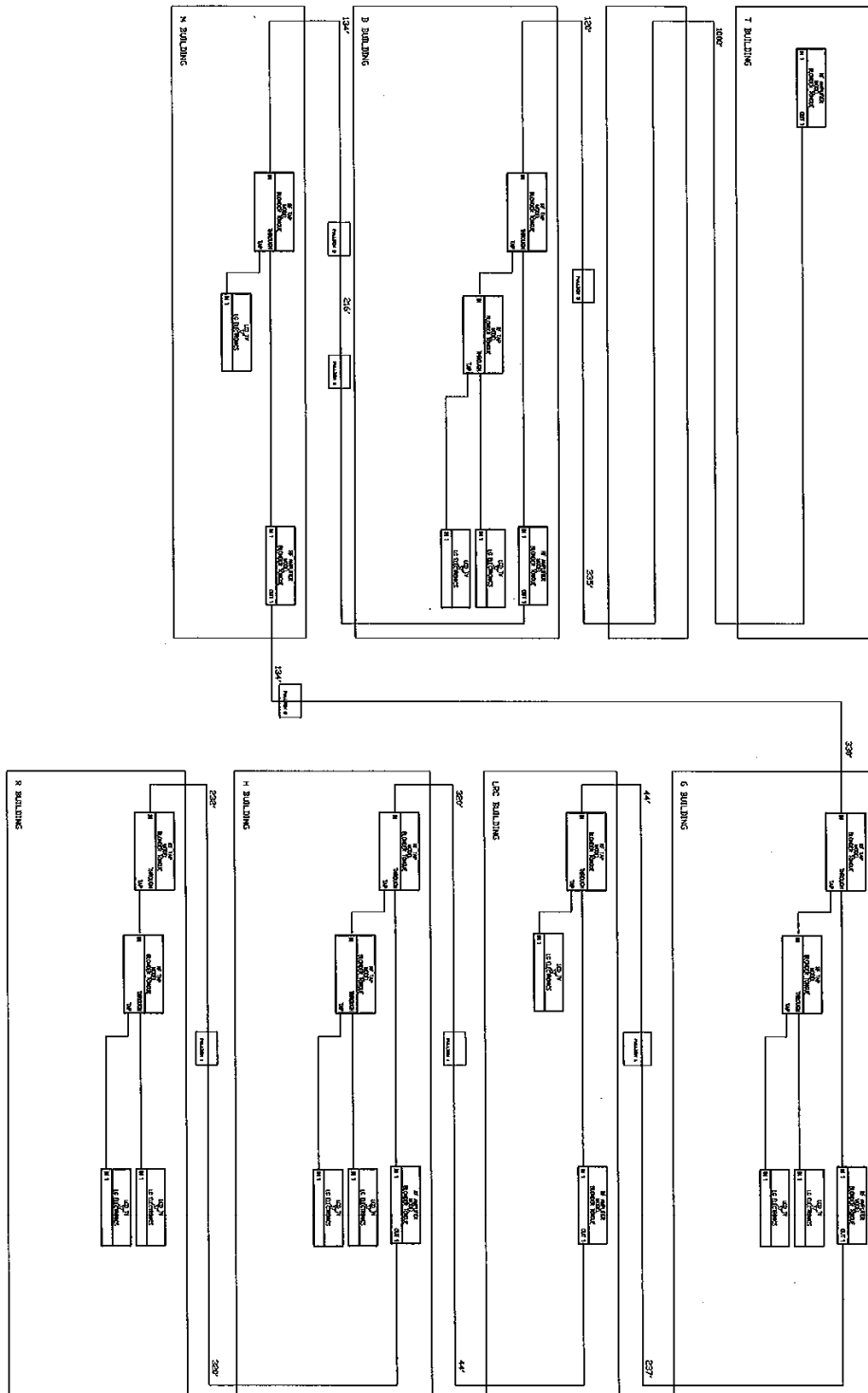
**SECC**  
WHITEVILLE, NC

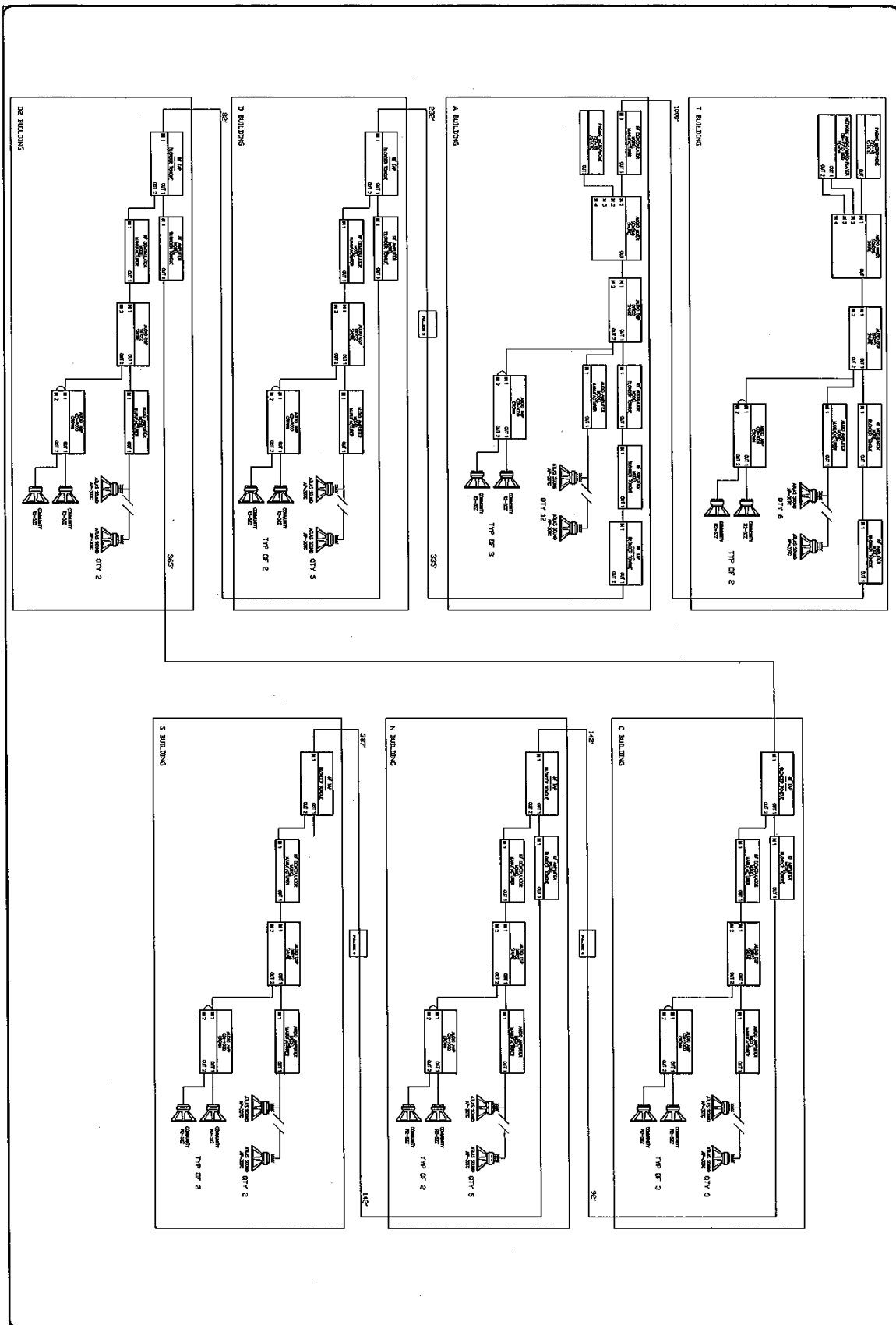
EMERGENCY BROADCAST SOUND SYSTEM  
PHASE 1 SIGNAL FLOW(2)

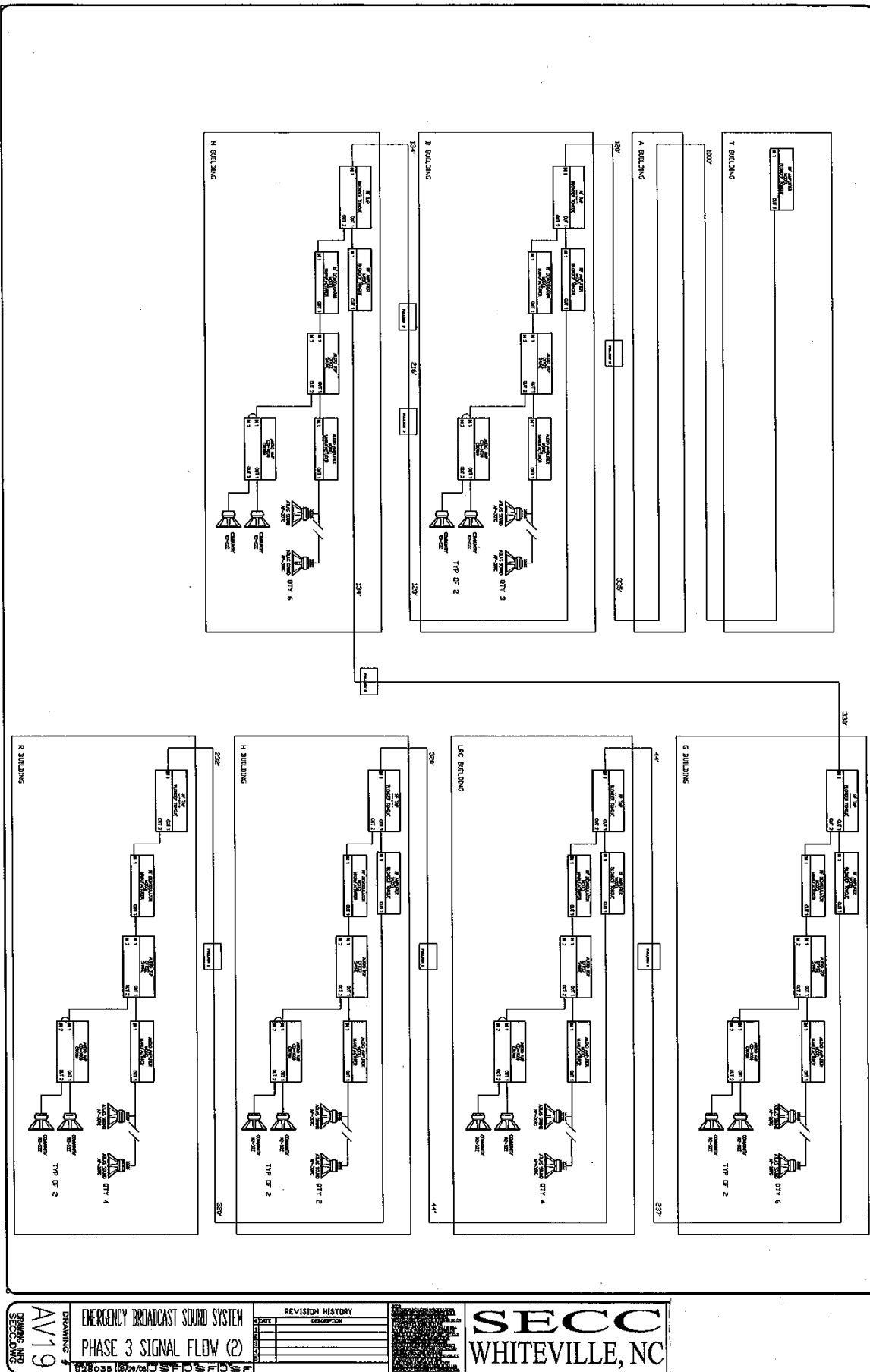
AV15

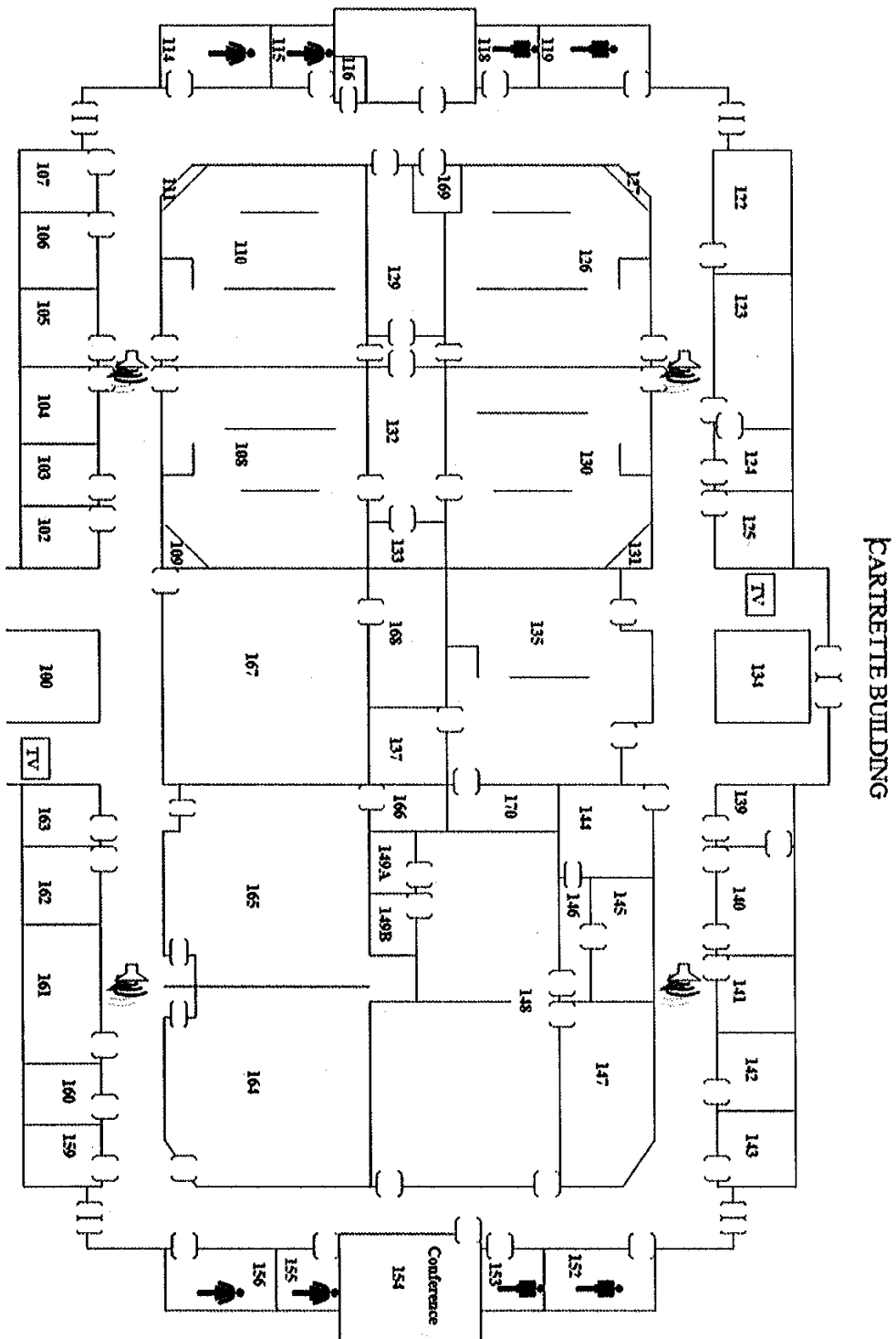
REVISION HISTORY

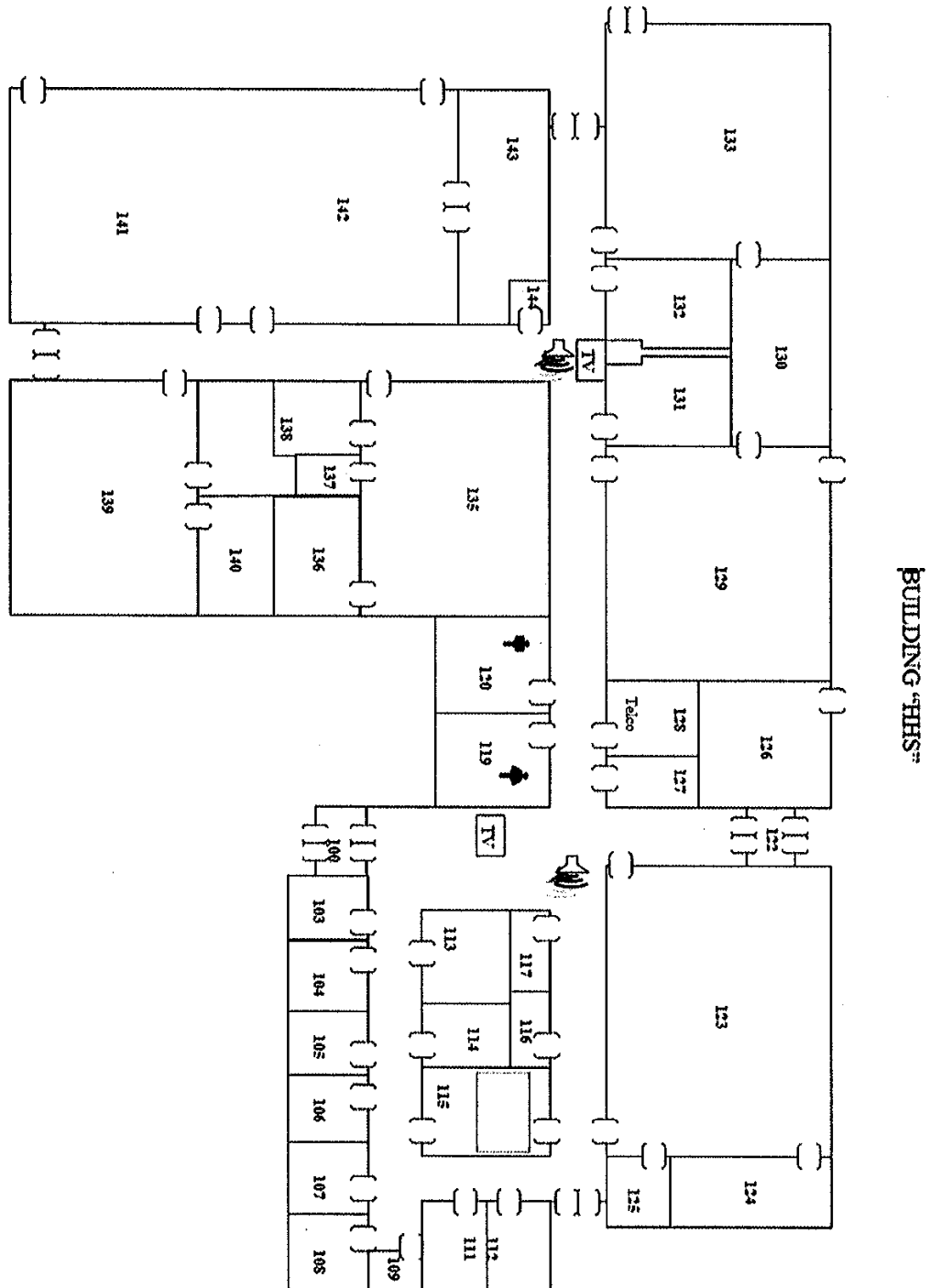












**FURNISH/DELIVER/INSTALL/TEST/TRAIN and LEAVE READY FOR USE AS REQUIRED HEREIN:**

Pricing shall include all equipment (materials), installation (labor and services), and training as defined herein.

**PHASE 1**

Campus Wide Emergency Warning System - Turnkey Project

Per the attached specifications, to include the following:

| QTY. | BRAND          | MODEL       | DESCRIPTION                           |
|------|----------------|-------------|---------------------------------------|
| 15   | Pico Macom     | PIDA1000 RF | RF Amplifiers                         |
| 15   | Pico Macom     | PIDA-EQ     | Plug in Equalizer                     |
| 15   | Pico Macom     | PIDA-AT     | Plug in Attenuator                    |
| 15   | Blonder Tongue | Assorted    | Directional Taps                      |
| 1    | Thomas/Betts   | SNS-6       | RG6 Connectors (100 Bag)              |
| 1    | Thomas/Betts   | SNS-6       | RG6 Connectors (100 Bag)              |
| 1    | Thomas/Betts   | IT-1000     | Compression Seals for SNS-6 (100 Bag) |
| 2    | Pico Macom     | F860S-2     | Agile Modulator                       |
| 1    | Pico Macom     | PHC-12G     | Channel Combiner                      |
| 15   | Pico Macom     | PFAD-900CS  | Agile Demodulator                     |
| 2    | Shure          | SCM-268     | Audio Mixer                           |
| 2    | Astatic        | 727-18      | Paging Microphone                     |
| 15   | Biamp          | MXA-150     | Mixer Amplifier                       |
| 87   | Atlas Sound    | AP30TC      | Paging Horns                          |
| 1    | Custom         | Custom      | Cables & Connectors                   |
| 1    | Custom         | Custom      | Other Misc. Equipment & Hardware      |

Bidder offers manufacturer/model components as defined above? \_\_\_\_\_(yes/no)

**PHASE 1 TOTAL \$** \_\_\_\_\_**OPTIONAL: PHASE 2**

Phase 2 is optional only and award will be dependant on available funding.

**FURNISH/DELIVER/INSTALL/TEST/TRAIN and LEAVE READY FOR USE AS REQUIRED HEREIN:**

Pricing shall include all equipment (materials), installation (labor and services), and training as defined herein.

Campus Wide Emergency Warning System - Turnkey Project

Per the attached specifications, to include the following:

| Qty | Brand     | Model   | Item                                      |
|-----|-----------|---------|-------------------------------------------|
| 15  | LG        | 42LD520 | 42" LCD Monitors                          |
| 13  | Chief     |         | Commercial Grade Universal Wall Mounts    |
| 2   | Chief     |         | Commercial Grade Universal Ceiling Mounts |
| 15  | Chief     | DGP42B  | 42" Protective Cover, Black               |
| 15  | Entron    |         | Controller                                |
| 15  | Entron    |         | RS232/422 Interface                       |
| 15  | Custom    | Custom  | Interface Cables                          |
| 15  | Astrodyne |         | Power Supply                              |
| 1   | Custom    | Custom  | Cables & Connectors                       |
| 1   | Custom    | Custom  | Other Misc. Equipment & Hardware          |

Bidder offers manufacturer/model components as defined above? \_\_\_\_\_(yes/no)

**PHASE 2 TOTAL \$** \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS**INTERNET ADDRESS – <http://www.pandc.nc.gov/>

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions.  
The State objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**  
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
  - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
  - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
  - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
  - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.  
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.  
Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **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 the Division of Purchase and Contract. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** The State reserves the right to require a list of users of the exact item offered. The State may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

**14. TAXES:**

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
- **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to the State as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the State to be pertinent or peculiar to the purchase in question. After the foregoing evaluation, the bids will be reviewed to determine if there are any North Carolina resident bidders that submitted responsive bids and requested the price-matching preference pursuant to Executive Order #50 and G.S. § 143-59. If such bidders are found, the evaluators and/or purchaser will then determine whether any of the North Carolina resident bidders qualify for this preference and, if so, make the contract award pursuant to Paragraph 23 below.

Unless otherwise specified by the State or the bidder, the State reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, the State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the State to be pertinent or peculiar to the purchase in question.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, 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.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the Division of Purchase and Contract will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become State property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific 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. Bid status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
- If a ground of a protest is based on a challenge to the qualification of a North Carolina resident bidder awarded a contract pursuant to Executive Order #50 (price-matching preference), the State Purchasing Officer or procurement officer may request the North Carolina resident bidder to produce documentation substantiating the North Carolina resident bidder's qualification for the subject preference. The State Purchasing Officer or procurement officer should request the supporting documentation within the 10-day period he or she has to make the decision on whether to deny or grant a protest meeting and the protest meeting should be scheduled after the anticipated receipt of the documents from the North Carolina resident bidder. Pursuant to Paragraph 23 below, the North Carolina resident bidder is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents by the end of that time period may result in the cancellation of the contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident bidder submits to the State in connection with the resolution of a protest shall not be disclosed to the protester pursuant to G.S. §§ 132-1.1 and 105-259(b) and the State shall preserve the confidentiality of such documents.
20. **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.

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
22. **CONFIDENTIALITY OF BIDS:** In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the State's purchaser contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the State, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
23. **EXECUTIVE ORDER #50-PRICE-MATCHING PREFERENCE:** Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the non-resident bidder's price. G.S. § 143-59(c) (1) defines a "resident bidder" as a "bidder that has paid unemployment taxes or income taxes in this State and whose principal place of business is located in this State. G.S. § 143-59(c)(2) defines a nonresident bidder as a bidder that does not meet the definition in G.S. § 143-59(c)(1). G.S. § 143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the bidder is directed or managed."

In order to qualify for this preference, a resident bidder must: (1) request the preference; and (2) complete "Resident Bidder's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification") included at the end of this solicitation. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the bidder agrees to provide any additional information or documentation requested by the State to confirm the above certifications and statements within five (5) business days of request (including tax filings, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes and such other information regarding bidder's management or directors of its business or trade of its principal place of business).

The State will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest responsible bidder. If the lowest responsible bidder is a North Carolina resident bidder, then there will be no consideration of the price-matching preference. If the lowest responsible bid was submitted by nonresident bidder and there are no North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then none of the North Carolina resident bidders qualified for the price-matching preference and no review of the Resident Bidder's Certifications is required.

If the lowest responsible bid was submitted by nonresident bidder and there are one or more North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then the evaluators shall review the Certification(s) of the resident bidder(s) to determine whether the resident bidders have certified compliance with G.S. § 143-59(c)(1), (3) and the information and documentation provided in or with the Certification supports the resident bidder(s) certifications. The evaluators may seek clarification of the certifications and/or information in a resident bidder's Certification and request documentation (including but not limited to income tax or unemployment tax returns, reports and/or filing (annual and/or quarterly); banking statements or financial/accounting statements reflecting bidder's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding bidder's management or directors of its business or trade of its principal place of business.). If the resident bidder's Certification for the price-matching is challenged in a bid protest, the resident bidder shall provide the foregoing information and/or documents to the State within five (5) business days of receiving a request from the State for such information and/or documentation. Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the State, the bidder shall comply with Paragraph 17 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. After review of the Certification(s) and any clarification, the evaluators shall include in their recommendation for award a finding that the North Carolina resident bidder(s) was or was not qualified for the price-matching preference.

If more than one North Carolina resident bidder qualified for the price-matching preference, then the evaluators, purchaser, or procurement specialist shall prioritize the qualified North Carolina resident bidders according to their original bid prices, from lowest to highest, so that qualified North Carolina resident bidder that submitted the lowest bid should get the first opportunity to match the bid price of the nonresident lowest responsible bidder. If the lowest responsible and qualified North Carolina resident bidder declines to accept contract award, then the contract should be offered to the next lowest qualified North Carolina resident bidder and to continue in this manner until either a qualified North Carolina resident bidder accepts to contract award or the award is made to nonresident bidder if no qualified North Carolina resident bidder accepted the award. If two responsible North Carolina

resident bidders qualify for the price-matching preference, both had the same bid price, then the evaluators, purchaser or procurement specialist may: (1) consider the information provided in these bidders' Certifications or publicly available information to determine which bidder the contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs (e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the contract should be awarded to the resident manufacturer); (2) consider the unemployment rate in the municipality or county where each bidder's principal place of business is located; or (3) seek clarification from the bidders to ascertain the impact on their respective businesses if offered the award of the contract.

If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price

If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests), the State determines that: the certifications or information in the Certification were false, substantially inaccurate, materially misleading; or the Bidder failed to provide, within the specified time period, the information and documentation the State requested, then the State may:

- (1) Cancel the resident bidder's contract and/or purchase order that was awarded based on the price-matching preference and resident bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State may incur by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

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**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS****INTERNET ADDRESS – <http://www.pandc.nc.gov/>**

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the State may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the State.

**The contractor shall be in default, if its Certification submitted for a price-matching preference under Executive Order #50 and G.S. § 143-59 was false and/or contained materially misleading or inaccurate information, and/or contractor failed to provide information and documentation requested by the State to substantiate contractor's Certification.**

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State. The State may take action against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the State's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** 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.

12. **PATENT:** The contractor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.  
However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, the State may:
  - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**  
**COVERAGE** - During the term of the contract, the contractor 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 contractor shall provide and maintain the following coverage and limits:
  - a. **Worker's Compensation** - The contractor 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 \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
  - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - 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 \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor 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 contractor 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 contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
18. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses 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, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
19. **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 contractor 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.

**THE SUCCESSFUL BIDDER(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 not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor 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 contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor 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 Contractor 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 Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor 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, contractor 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 Contractor. If payment of the transaction fee 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 contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

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 contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor 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 contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

**CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.**

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

**CANCELLATION (EXECUTIVE ORDER #50 CONTRACTS):** A contract awarded to a North Carolina resident bidder pursuant to Executive Order #50 and G.S. § 143-59 may be cancelled by the State, if the State determines that the Bidder's certification or information in Resident Bidder's Certification for Price-Matching Preference under Executive Order #50 is false, materially inaccurate or misleading. The contractor shall bear all losses and liability resulting from the cancellation of the contract and/or any purchase order and the contractor shall be liable for any additional costs the State may incur by contracting with another supplier of the goods or equipment.

22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** The State shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the State reserving the right to accept or reject the increase, or cancel the contract. Such action by the State shall occur not later than 15 days after the receipt by the State of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
24. **By Executive Order 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Office of the Governor and Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
  - (2) have performed under such a contract within the past year; or
  - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.