



STATE OF NORTH CAROLINA

The University of North Carolina at Chapel Hill

Invitation for Bid #: 65-3000011900

**Power Operated Load Interrupting Gas Insulated Primary Voltage Electric
Distribution Switches and Three Phase Pad Mount Distribution Transformer**

Date Issued: 08/19/2024

Bid Opening Date: 09/03/2024

At 01:00 PM EST

Direct all inquiries concerning this IFB to:

Marcy Moore

MRO Category Manager

Email: Mmrowlan@unc.edu



STATE OF NORTH CAROLINA

Invitation for Bids

65-3000011900

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

**This page shall be filled out and returned with your bid.
Failure to do so shall be sufficient cause to reject your bid.**

Vendor Name

Vendor eVP #

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

STATE OF NORTH CAROLINA
The University of North Carolina at Chapel Hill

Refer <u>ALL</u> Inquiries regarding this IFB to: <i>Marcy Moore</i>	Invitation for Bids # 65- 3000011900
	Bids will be publicly opened: 09/03/2024 at 1:00 PM
Using Agency: University of Chapel Hill	Commodity No. and Description: Power Operated Load Interrupting Gas Insulated Primary Voltage Electric Distribution Switches/ Three Phase Pad Mount Distribution Transformer
Requisition No.: 1000976031	

EXECUTION

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

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

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

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

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

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

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

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

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

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

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

Bid Number: 65-3000011900

Vendor: _____

VALIDITY PERIOD

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

BID ACCEPTANCE

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of University of Chapel Hill)

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1.0 PURPOSE AND BACKGROUND

This specification covers the electrical, mechanical, and performance requirements of power-operated, load-interrupting, solid dielectric insulated switches suitable for operation at primary voltage in subsurface vault or manhole facilities on electric distribution systems. It includes the standard features required and any optional features that may be specified and indicated on a purchase order.

The transformer(s) shall comply with the latest applicable standards of the National Electrical Manufacturers Association (NEMA), the American National Standards Institute (ANSI) and meet the National Electrical Code (NEC) section 450-23 for outdoor installation of less-flammable liquid-insulated transformers. **All Transformers shall be Factory Mutual Approved.**

These standards shall include, but not be limited to, the following ANSI standards: C57.12.00, C57.12.28, C57.12.34, C57.12.70, C57.12.80, C57.12.90 and C57.12.91.

Approved manufacturers are Asea Brown Boveri (ABB), General Electric (GE), and Cooper Industries.

The intent of this solicitation is to award an Agency Contract as listed on the Switch Spec and Transform Spec sheets.

1.1 CONTRACT TERM

This section intentionally omitted

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

This section is intentionally omitted.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

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

The University may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations

and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	University	08/19/2024
Hold Pre-Bid Conference/Site Visit	University	N/A
Submit Written Questions	Vendor	08/24/2024 by 1:00PM
Provide Responses to Questions	University	ASAP
Submit Bids	Vendor	(if conducting virtual, include meeting information)
Contract Award	University	ASAP
Contract Effective Date	University	ASAP

2.5 SITE VISIT or PRE-BID CONFERENCE

This section intentionally omitted.

2.6 BID QUESTIONS

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

Written questions shall be e-mailed to mmrowlan@unc.edu by the date and time specified above. Vendors will enter “IFB - 3000011900 – Switch_Transformers: Questions” as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

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

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

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission deadline will be rejected.

If applicable to this IFB and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

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

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

2.8 BID CONTENTS

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

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

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

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # ____ *[for 'name of Vendor']*". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

The following definitions, acronyms, and abbreviations are also relevant to this IFB: *[delete if not adding unique definitions]*

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the University shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the University's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

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

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

The University reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The University will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

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

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

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

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the University will make Award(s) based on the evaluation and post the award(s) to the State's eVP website under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the University.

The University reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the University.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the University; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the University will take into consideration the degree to which

Vendors have proposed or failed to propose solutions that will satisfy the University's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the University exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

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

4.1 PRICING

Bid price shall constitute the total cost to the University for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

4.2 ESTIMATED QUANTITIES

This section is intentionally omitted.

4.3 PRODUCT IDENTIFICATION

BRAND SPECIFIC

See attached Switch Spec and Transf Spec sheets.

4.4 TRANSPORTATION AND IDENTIFICATION

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

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

4.5 DELIVERY [AND INSTALLATION (IF APPLICABLE)]

This section is intentionally omitted.

4.6 AUTHORIZED RESELLER

This section is intentionally omitted

4.7 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

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

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

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

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

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.8 MAINTENANCE OPTION

This section is intentionally removed.

4.9 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

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

4.10 HUB PARTICIPATION

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

4.11 REFERENCES

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

4.12 VENDOR’S REPRESENTATIONS

If the bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the University under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management,

supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.13 FINANCIAL STABILITY

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

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

4.14 AGENCY INSURANCE REQUIREMENTS MODIFICATION

This section is intentionally omitted. Please see standard Terms and Conditions attached.

4.15 NC COVID-19 VACCINATION AND TESTING REQUIREMENT

This section intentionally omitted.

4.16 FEDERAL COVID-19 VACCINATION REQUIREMENT

This section is intentionally omitted.

4.17 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

POWER OPERATED LOAD INTERRUPTING GAS INSULATED PRIMARY VOLTAGE ELECTRIC DISTRIBUTION SWITCHES

Each switch is to be designed, built and tested in accordance with the applicable sections of ANSI C37.20.1. The switch assembly is to be rated for and capable of operating at:

Maximum design voltage, Kv	17
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Basic Impulse Level (BIL), kV	95
Open Gap BIL Flashover Withstand, KV	190
Type	Padmount, Front Access
Number of Ways	6
Main Bus Continuous Current	600 Amperes
Main Bus Short-Circuit Symmetrical	16,000 Amperes
Main Bus Short-Circuit Asymmetrical	25,000 Amperes
Main Bus Close & Latch Rating	40,000 Amperes
Number of Ways with Vacuum Fault Interrupter & Series load break switch with visible disconnect window	6

These ratings apply to the switch assembly and do not include entrance apparatus bushings, which are covered on the Switch Spec Sheet.

THREE PHASE PAD MOUNT DISTRIBUTION TRANSFORMER

LISTED LESS-FLAMMABLE LIQUID-INSULATED

The transformer(s) shall comply with the latest applicable standards of the National Electrical Manufacturers Association (NEMA), the American National Standards Institute (ANSI) and meet the National Electrical Code (NEC) section 450-23 for outdoor installation of less-flammable liquid-insulated transformers. **All Transformers shall be Factory Mutual Approved.**

These standards shall include, but not be limited to, the following ANSI standards: C57.12.00, C57.12.28, C57.12.34, C57.12.70, C57.12.80, C57.12.90 and C57.12.91.

Approved manufacturers are Asea Brown Boveri (ABB), General Electric (GE), and Cooper Industries.

NOTE: All transformers supplied per this specification must be new, non-refurbished units and must bear the name plate of the original manufacturer only.

The transformer(s) shall be designed for security, convenience and reliability. All insulating components, liquid, paper and wire enamel shall be made of thermally upgraded materials conforming to industry standard.

5.2 CERTIFICATION AND SAFETY LABELS

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

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the University that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

This section is intentionally omitted.

6.2 POST AWARD PROJECT REVIEW MEETINGS

This section is intentionally omitted.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 PERIODIC [WEEKLY, MONTHLY] STATUS REPORTS

This section is intentionally omitted.

6.5 ACCEPTANCE OF WORK

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

Acceptance of work products shall be based on the following criteria: See Scope of work.

The University shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the University shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the University may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 INVOICES

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

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

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

6.7 DISPUTE RESOLUTION

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

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other

remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 PRODUCT RECALL

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

6.9.1 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for 60 days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the University and Vendor in advance of any price increase going into effect. The University is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the University at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.10 CONTRACT CHANGES

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

The remainder of this page is intentionally left blank

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

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

ATTACHMENT A: PRICING

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

Switch; Total Cost; \$ _____

Transformers; Quantity 8; Price of Each \$ _____; Total Cost; \$ _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

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

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_09.2021.pdf

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

<https://ncadmin.nc.gov/documents/vendor-forms>

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

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
ELECTRIC DISTRIBUTION SYSTEMS GROUP
ENERGY SERVICES DEPARTMENT

POWER OPERATED LOAD INTERRUPTING GAS INSULATED
PRIMARY VOLTAGE ELECTRIC DISTRIBUTION SWITCHES

GENERAL SPECIFICATION NO. ES0100APPROVED: Christopher S. Cooper, PE, MBA , Manager - Electric Distribution Systems DATE: 08/06/2024**SCOPE**

This specification covers the electrical, mechanical, and performance requirements of power-operated, load-interrupting, solid dielectric insulated switches suitable for operation at primary voltage in subsurface vault or manhole facilities on electric distribution systems. It includes the standard features required and any optional features that may be specified and indicated on a purchase order.

DESCRIPTION**I. ELECTRICAL REQUIREMENTS**

Each switch is to be designed, built and tested in accordance with the applicable sections of ANSI C37.20.1. The switch assembly is to be rated for and capable of operating at:

Maximum design voltage, Kv		17
Basic Impulse Level (BIL), kV		95
Open Gap BIL Flashover Withstand, KV		190
Type		Padmount, Front Access
Number of Ways		6
Main Bus Continuous Current		600 Amperes
Main Bus Short-Circuit Symmetrical		16,000 Amperes
Main Bus Short-Circuit Assymmetrical		25,000 Amperes
Main Bus Close & Latch Rating		40,000 Amperes
Number of Ways with Vacuum Fault Interrupter & Series load break switch with visible disconnect window		6

These ratings apply to the switch assembly and do not include entrance apparatus bushings, which are covered below.

II. Compliance with Standards and Codes

The padmounted switchgear shall conform to or exceed the applicable requirements of the following standards and codes.

- a. IEEE C37.74, IEEE C37.60, ANSI/IEEE 386, IEC60529, IEEE 592, ANSI/IEEE C37.60.2 or equivalent, C37.60.1 or equivalent, IEC 60255-22, IEC 60255-21-1 or equivalent, IEC 60255-21-2 or equivalent. All portions of ANSI C57.12.28, covering enclosure integrity for pad-mounted equipment.
- b. All portions of ANSI, IEEE, and NEMA standards applicable to the basic switch components.

III. SWITCH CONFIGURATION

Bushings:

- a. Three-Pole Load-Interrupter Switches (All 6 ways): 600 Amperes bushing adapters with threaded studs.
- b. A bushing adapter shall be replaceable in the field.
- c. Bushing adapters shall have a semi-conductive coating.
- d. Bushing adapters shall have a separate drain wire or other equivalent means to ensure they are solidly grounded to the switchgear assembly.
- e. Minimum height: 30 inches

Enclosure: 11-gauge mild steel enclosure with 30" cable compartment, painted Munsell Green – Munsell 7GY3.29/1.5

- a. Three-Pole Load-Interrupter Switches (All 6 ways): 600 Amperes bushing adapters with threaded studs.

Motor Operators: Primary Ways (Way 1, Way 2, Way 3*). The other ways shall be capable of adding motor operates at a later time.

**Way 3 is considered a Primary Way for all padmount switchgear that has a total of six ways.*

Test Switches: Installed for all ways with the provision for disconnecting each potential, neutral, current, and trip output.

Outdoor rated mild steel control cabinet(s) housing:

- a. SEL 451 or 751 protection, control, and automatio system relay, or similar in kind.
- b. SEL 2725 Ethernet switch, or similar, with multi-mode fiber-optic ports.
- c. Provide two fiber optic termination patch panels.
- d. Battery Backup and 120VAC input power supply.
- e. Relay enclosure heater shall be equipped with guards and shall be both thermostatically and humidistatically controlled so that the guard temperature cannot exceed 120 F.
- f. Control Cabinet shall be Munsell Green, complete with coats of phosphatizing, zinc coating, corrosion-resistant primer and top coat of baked on enamel.

Voltage Transformers:

- a. One (1) external 7200 to 120 volt VT, complete with primary and secondary fuses shall be supplied for motor operators and 120 volt to the relay inclosure.
- b. Three (3) external 7200 to 120 volt VTs for realy sensing for all primary ways shall be supplied. External busing or elbow-mounted capacitive or resistive type voltage sensors may also be used. The capacitive or resistive bushing or elbow type voltage sensors, if used, shall include all amplification devices required for compatibility with the SEL 451 or 751 relay.

Current Transformers:

- a. Three current transformers shall be provided for each way. All secondary leads shall be brought to identified terminals in the relay enclosure and terminated at the appropriate SEL relay. Terminal blocks shall be a shorting type. A CT metal diagram instruction plate shall be provided. Turns progression, bushing location, polarity, accuracy class, thermal rating factor, turns ratio, and turns ratio reference chart for available taps shall be shown on the nameplate.
- b. It is preferred for all current transformers shall be a standard multi-ratio, 600/5 ampere with taps for 100, 200, 300, 400, 500, and 600. If multi-ratios current transformers are not available then all Primary Ways (1,2, and 3*) shall be rated 600/5. Other ways shall be rated 400/5.

Instrument and Control Wiring:

- a. All devices within the relay enclosure shall be completely wired, connected, identified, dressed neatly, and tied.
- b. All conductors for current transformers circuits shall be sized No. 10 AWG with a minimum 600 V cable insulation rating, SIS Type.

- c. All conductors for relay control functions not otherwise specified shall be sized No. 14 AWG with a minimum 600 V cable insulation rating, SIS Type.
- d. All wiring shall be continuous from device terminal to device terminal, no splices shall be permitted. All wiring shall be connected using ring-type terminals; **spade-type terminals shall not be used**. All connections shall be made using silicon bronze lock washers.
- e. The cases of all solid state relays and power supplies shall be grounded directly to the ground bar with at least No. 12 AWG stranded copper wire.
- f. High-temperature insulated wire shall be used for connections to heaters.
- g. All wiring to equipment and devices mounted on hinged panels shall be extra flexible copper, stranded type.
- h. Each internal interconnecting wire shall be identified by a suitable permanent marker at each end. Wire numbers shall match the manufacturer's interconnection drawing.
- i. Terminal blocks shall be supplied and clearly marked for all wiring between devices and equipment. No direct connections between devices and/or equipment are allowed.
- j. Terminal blocks shall be equipped with screw-type terminals for accommodating ring-tongue or cup washer wire terminators. They shall be General Electric EB-25 or Marathon 1500 with white marking strip or equal. Terminal blocks for terminating current transformers shall be shorting type.
- k. A minimum of 24 spare terminal points shall be provided in the relay enclosure. These terminal points shall be furnished with all screws and lock washers.
- l. Control circuit fuse blocks shall be rated at 30 A, 250 V, Class H, phenolic or thermoplastic, screw type terminals and lock washers, with spring reinforcing clips.
- m. Fuses shall be non-renewable cartridge type with fiberglass tube and shall be sized as required by the respective circuit.
- n. A ground bar shall be installed in the enclosure for termination of control wiring grounds. The ground bar shall be a copper bar with drilled and tapped holes for connection of ring tongue terminals. The ground bar shall be physically tied to the mains switchgear enclosure ground bus through a suitable copper connection.
- o. No more than two (2) wires per terminal point are permissible.

IV. SWITCH CONSTRUCTION

The switch shall be a dead-front design. The operating mechanism housing shall be stainless steel with a viewing window for verification of the vacuum interrupter contact position. The mechanism housing shall be painted light grey. Operating handles shall be padlockable and adaptable to keylock schemes. The operating shaft shall be stainless steel providing maximum corrosion resistance.

The solid dielectric modules must be coated with a semi-conductive layer of epoxy, providing a completely dead front device. The semi-conductive layer must be tested to IEEE 592 to ensure it can carry fault current to the ground to ensure operator safety.

All ways of the switch shall be equipped with an integral blade-type disconnect switch incorporated within the solid dielectric module to provide a true visible break. The visible break switch shall be in series with the vacuum interrupter and provide a clear three-phase visible break of the circuit. The visible break must be easily seen through a viewing window molded as an integral part of each solid dielectric module.

The switch shall interrupt all loads and fault currents within the vacuum bottle. The switch shall include two mechanical interlocks, one external and one internal, for safe operation.

Each switch mechanism shall consist of three individual vacuum bottle assemblies mechanically linked to an operating mechanism.

Load Interrupter Ways: Shall use a vacuum interrupter in series with a manually operated two-position isolating disconnect for three-pole live switching of 600 ampere three-phase circuits.

Fault Interrupter Ways:

- 1. Use a vacuum interrupter in series with a manually operated two-position isolating disconnect for three-pole load switching of a 600 ampere circuits and fault interrupting through 16 kA symmetrical at 17.5 kV.
- 2. Fault Interrupter shall trip-free (*the opening spring is charged when the closing spring is charged*) and will open the fault interrupter automatically based on the TCC curve in the overcurrent control.

All ways shall be equipped with one auxiliary from C contact on the visible break mechanism wired to the control cabinet for use by the control.

The switch shall be designed for front access to cables and operators.

The switch shall have parking stands for all bushings.

Provide adequate depth for bushings rated 600 A continuous to accommodate two 600 A elbows mounted piggyback, encapsulated surge arresters or grounding elbows mounted on 600 A elbows having 200 A interfaces.

The padmount enclosure shall be 11 gauge galvanized steel with 27" cable compartment. It shall meet ANSI C37.72 & C57.12.28 standards.

The enclosure shall include ½" 13 NC grounding provisions.

V. SWITCH OPERATION

Each switching way is to be equipped with an internally mounted operating mechanism capable of providing quick-make/quick-break operation in either direction (open or close). The mechanism must be capable of delivering sufficient force (torque or axial) for rapid switch operation and shall be provided with latches or over-center operation for each position to ensure load interrupting, fault closing, and momentary ratings. The mechanism shall be designed for spring-assist operation or over-center toggle-type action of each switch to ensure reliability and positive make-break during operation. Switch operation shall be two positions - open or close.

All switch positions shall be clearly identified and lockable. Identification shall be legible in either the vertical (vault) or horizontal (padmount) orientation.

Each switch operating mechanism shall be actuated from outside the switch enclosure by a suitable, electrically driven, motor operator unless specified otherwise in the purchase order. At least one removable, full-function handle for manual operation of the switch mechanisms shall be included with each switch and shall operate from the front of the switch enclosure.

The motor operator for each designated Way shall meet the following requirements:

1. Each motor operate shall be capable to operate via remotely or locally.
2. Auxiliary contacts wired to the motor operators to track the position of the isolating disconnect.
3. Operating times to open or close a load-interrupter switch or fault interrupter shall be no longer than 3 seconds.
4. It shall be possible to easily decouple motor operators, by hand or using a shotgun clamp stick, from load-interrupter switches and fault interrupters to allow testing of the motor operator, the control scheme, or both.
5. It shall not be possible to recouple a motor operator to a load-interrupter switch or fault interrupter when the two devices are not in the same position (Open or Closed).
6. Control power for motor operators shall be provided from an internal source

VI. SWITCH CONTACTS

Switch contacts shall be made of copper and plated with a high conductivity copper alloy to assure long-term low contact resistance, freedom of movement, and avoidance of any contact sticking condition. The contacts shall be designed such that: a) any arcing incident to switch opening does not occur in the area of main current transfer when the switch is closed; b) contact pressure does not decrease with an increase in current. Contact separation when the switch is open shall assure arc extinction, operating and test voltage withstand, and BIL capability. Temperature rise of the switch assembly, when operating under design maximum conditions. Switch contacts shall be clearly visible when open. Proper switch alignment shall be maintained at all times regardless of switch enclosure orientation, electrical current load or switch operation.

VII. MOUNTING FRAME

The rectangular switch enclosure shall be mounted on a pad-mounted frame. In the pad-mounted or horizontal bushing configuration, the frame shall provide a minimum of 30 inch clearance from the bottom bushings to the bottom of the frame. All frame steel shall be galvanized (preferably hot dipped) and all mounting bolts, nuts and washers shall be galvanized or stainless steel. Enclosing panels shall not be provided.

THE UNIVERSITY OF NORTH CAROLINA-CHAPEL HILL
ELECTRIC DISTRIBUTION DEPARTMENT

GENERAL SPECIFICATION NO. E0006

APPROVED: Wayne D. Sink, Electric Distribution Systems DATE: March 10, 2021

THREE PHASE PAD MOUNT DISTRIBUTION TRANSFORMER

LISTED LESS-FLAMMABLE LIQUID-INSULATED

SCOPE

The transformer(s) shall comply with the latest applicable standards of the National Electrical Manufacturers Association (NEMA), the American National Standards Institute (ANSI) and meet the National Electrical Code (NEC) section 450-23 for outdoor installation of less-flammable liquid-insulated transformers. **All Transformers shall be Factory Mutual Approved.**

These standards shall include, but not be limited to, the following ANSI standards: C57.12.00, C57.12.28, C57.12.34, C57.12.70, C57.12.80, C57.12.90 and C57.12.91.

Approved manufacturers are Asea Brown Boveri (ABB), General Electric (GE), and Cooper Industries.

NOTE: All transformers supplied per this specification must be new, non-refurbished units and must bear the name plate of the original manufacturer only.

The transformer(s) shall be designed for security, convenience and reliability. All insulating components, liquid, paper and wire enamel shall be made of thermally upgraded materials conforming to industry standard.

FEATURES

The compartmental type pad mounted transformer shall be

- a. *Designed and constructed for three phase 12470 grd. Y/ 7200 volts, 60 Hz on the primary.*
- b. *Designed, constructed and tested for a minimum BIL of 95 kV.*
- c. *Designed to be tamper resistant.*
- d. *Rated for 65° C temperature rise.*
- e. *Suitable for the kVA and rated secondary voltage (208Y/120 or 480Y/277 volts) as specified on the order.*
- f. *Designed to contain Cooper Power Systems Envirotemp FR3 fluid or an approved equivalent dielectric coolant that is a listed less-flammable fluid meeting the NEC code section 450-23, including a minimum fire point of 300° C. The fluid shall be classified by Underwriters Laboratories (UL) and be Factory Mutual (FM) approved. Each transformer must be in compliance with UL "USE RESTRICTIONS".*
- g. *Constructed with tanks capable of withstanding an internal pressure of 12 psig without rupture.*
- h. *Equipped with pressure relief devices with minimum pressure relief capacity per the UL Classification Marking for the kVA rating.*
- i. *Protected on the primary voltage side with current-limiting fusing per the UL Classification Marking for the kVA rating, in series with the weak-link primary protection devices.* DESIGN DETAIL

Transformer Tank

Transformer tank shall be of a sealed-tank construction as specified in ANSI standard C57.12.34. A removable main cover may be provided over a bolted-on, tamper proof handhole(s). Handholes are to provide access to high voltage isolation links, neutral connections, etc.

The transformer tank, high voltage and low voltage compartments shall be constructed as an integral unit that will limit disassembly, breakage, and prying open of any doors, panels, and sills with the doors in the closed and locked position. There shall be no exposed screws, bolts, or other fastening devices which are externally removable. There shall be no openings through which foreign objects such as sticks, rods, or wires might be inserted to contact live parts. Lifting eyes and jacking pads shall be provided as part of the transformer, and shall be arranged to provide a distributed balanced lift.

Transformer compartments

Each terminal compartment shall be full height, air-filled with individual doors. The doors shall be constructed with sheet steel (minimum 13 gauge) and braced to prevent distortion. They shall be installed using lift-off type stainless steel hinges of a gauge equal to or greater than the door. A 3-point latching mechanism with a cabinet type handle, having provisions for the use of a single padlock, shall be provided on the low voltage door. A 1/2 inch hex-head stainless steel spring-loaded captive bolt with NC Class 2 threads separate from the locking device shall also be provided with a blind bolt hole. Removal of the hex-head locking bolt must only be accomplished after removal of the padlock. This latching mechanism shall be designed and located to limit prying, cutting or breaking. Doors shall be constructed to provide access to the high voltage compartment only after the door to the low voltage compartment has been opened. There shall be one or more additional fastening devices that must be removed before the high voltage compartment can be opened. Door stops shall be provided to hold the doors open when working in the compartments. The doors and the front sill of the compartments shall be removable to allow sliding the transformer into position over conduit stubs. The high and low voltage compartments shall be separated by a steel barrier. When facing the transformer the low voltage compartment shall be on the right.

For transformers with 208 or 480 secondary voltages, the primary and secondary compartments shall have minimum dimensions in accordance with the following:

<u>Transformer Size</u>	<u>Compartment Width</u>	<u>Secondary Width</u>	<u>Depth of Both</u>
150 kVA or less	59 to 76 inches	25 to 32 inches	24 to 36 inches
300 and 500 kVA	63 to 76 inches	32 to 36 inches	30 to 40 inches
750 and 1000 kVA	70 to 84 inches	32 to 36 inches	36 to 40 inches
1500 and 2500 kVA	70 to 88 inches	32 to 36 inches	36 to 40 inches

NOTE: These dimensions may include the width of the compartment base flange, which shall be not less than 0.75 inch or greater than 1.5 inches.

Transformer Coil / Core Assembly and Connections

The core and coil assembly shall be of a five-legged design to provide an adequate path for stray magnetic flux. When required, corrugated cooling panels shall be provided on the back and sides of the liquid-filled tank to maintain the design operating temperature. Internal leads shall be insulated and trained (anchored if appropriate) to prevent phase to phase conductor contact or flashover.

Transformer shall be equipped with four (4) taps rated approximately 2 1/2 percent each with two (2) above and two (2) below the midpoint of the windings. The tap changer shall be externally hook stick operated and located in the high **voltage** compartment. The tap changer shall be designed and marked for de-energized operation.

The high voltage terminating equipment shall be of dead front construction conforming to ANSI C57.12.34 requirements. Two high voltage bushing wells per phase, connected internally, shall be provided to permit operating the transformer from a looped primary cable system. High voltage bushing wells shall be universal type for use with separate loadbreak bushing inserts, which shall also be provided. Bushing wells shall be externally clamped and externally removable. High and low voltage winding lead lengths shall be long enough to permit field replacement of the bushing wells. All gasketed joints are to afford a sealed tank in accordance with industry standards. Gasket material must be durable and reusable. Parking stands shall be provided for mounting accessory equipment and *provide sufficient clearances for a loadbreak rotatable feedthru insert similar to Cooper Power products LFI215*. Transformer tank grounding provisions shall be according to ANSI standards. The grounding connection point shall be capped before painting the unit.

The low voltage bushings shall be externally clamped, and have spade type terminals with

- 4-hole NEMA spacing for transformers through 300 kVA;
- 6-hole NEMA spacing for 500 kVA transformers;
- 8-hole NEMA spacing for 750 kVA transformers;
- 12-hole NEMA spacing for 1000 kVA and larger transformers.

All bushings and spades shall be oriented for vertical secondary cable connections.

All secondary spades with greater than 8-hole NEMA spacing shall be equipped with supplementary insulated support.

The high voltage neutral shall be connected internally to the low voltage neutral with provisions for opening this connection for testing. The neutral bushing shall be fully insulated but connected to an adjacent ground pad (on the tank) with a detachable strap of sufficient size to carry the maximum fault current available from the transformer.

Impedance

- The percent impedance voltage, as measured on the rated voltage connection, shall be as follows:

kVA Rating	Percent Impedance Voltage
75 through 500	Between 1.8 and 3.23 %
750 through 2500	5.32 – 6.18 %

- Impedance tolerance shall be in accordance with ANSI C57.12.00, section 9.2.

Transformer Overcurrent Protection Devices

Transformer overcurrent protection shall for each phase be, in series, a:

- Liquid-immersed back up (partial range "C" rated) current limiting fuse, 8.3 kV rated; and
- Bay-O-Net wet well, load break, current sensing weak link fuse, rated 15.5 kV.

The fuses shall be in a combination according to the following table:

Transformer kVA	Current Limiting Fuse ELSP * or equivalent	Weak Link Fuse Bay-O-Net **
75	30 A (CBUC08030C100)	4000353C06
150	50 A (CBUC08050C100)	4000353C08
300	100 A (CBUC08100C100)	4000353C10
500	150 A (CBUC08150D100)	4000353C12
750	150 A (CBUC08150D100)	4000353C14
1000	150 A (CBUC08150D100)	4000353C14
1500	165 A (CBUC08165D100)	4038361C04CB
2500	250 A (CBUC08250D100)	4038361C05CB

* Cooper ELSP catalog number

** Cooper RTE Bay-O-Net catalog number

The Bay-O-Net fuse assembly shall be mounted in the primary compartment on the transformer sidewall and shall be accessible only in the primary compartment. A drip shield shall be welded on the transformer sidewall below each Bay-O-Net fuse assembly. The drip shield shall prevent oil from dripping on the cable elbows upon removal of the Bay-O-Net fuse cartridge holder.

Transformer Accessory Equipment

Equipment to be furnished as standard shall include: a one-inch NPT filler plug for filling the transformer, a one-inch NPT drain valve with sampling device, liquid level indicator, and pressure relief device per UL Classification Marking that will automatically relieve pressure above 10 PSIG and effectively keep the transformer sealed with no leakage of air or liquid or

any permanent distortion. Any pressure relief device must completely reseal at a minimum 3 PSIG. The one-inch filler plug shall be located at the **upper level of the primary compartment**. The one-inch NPT drain valve and filler plug shall be located at the **lower level in the primary compartment**.

A permanent stainless steel nameplate shall be installed in the secondary voltage compartment **and on the exterior transformer tank**. The nameplate shall contain the transformer serial and style numbers, UL listed less-flammable insulation compliance, impedance, primary and secondary voltages, oil quantity, coil connection diagram and other data as required by ANSI C57.12.00. The designation "does not contain PCB fluids" or equivalent shall be included in the nameplate. The manufacturer is responsible for maintaining adequate documentation of the liquid furnished in each unit and must provide copies upon request. All transformers shall be provided with a NEMA standard Fig. 3 **outside warning label** on the outside high voltage compartment door and a NEMA standard Fig. 4 **inside danger label** on the inside low voltage compartment door.

Transformer Coating System

In preparation of painting the transformer, the metal shall be washed with a solvent to remove rust, oil, and grease. A minimum primer coat of 2 mils dry finish shall be applied. The finish coat of paint with a minimum of 2 1/2 mils dry finish shall be Munsell green 7GY 3.29/1.5 or as specified on the request for bid.

This specification applies to the UNC-CH stock numbers with KVA and voltage rating below.

<u>UNC-CH STOCK NO.</u>	<u>KVA RATING</u>	<u>VOLTAGE</u>
522600	75	120/208
522620	150	120/208
522640	300	120/208
522660	500	120/208
522680	750	120/208
522700	1000	120/208
522740	1500	120/208
522800	75	277/480
522820	150	277/480
522840	300	277/480
522860	500	277/480
522880	750	277/480
522900	1000	277/480
522940	1500	277/480
522970	2500	277/480

Manufacturer Tests and Test Reports

All transformers shall be tested in accordance with ANSI Standard C57.12.90 and ANSI Standard C57.12.00 (latest revisions). Certified test reports for all tests conducted shall be provided to the University within 20 calendar days of manufacture, or be attached in a weather-proof container to a low voltage bushing prior to shipment.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

**GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF
PRODUCTS AND SERVICES**

By shipping Products, commencing performance of Services, or responding to the Purchase Order, the Supplier accepts and agrees to the following terms and conditions:

1. DEFINITIONS. As used herein,

(a) "Agreement" or "Contract" means The University of North Carolina at Chapel Hill General Terms and Conditions for Procurement of Products and Services and incorporating the University's Purchase Order(s), Solicitation Document(s), and any Statement(s) of Work executed by the Parties under this Agreement, as applicable.

(b) "Parties" means the University and the Supplier, collectively (each, individually, a "Party").

(c) "Products" means all equipment, merchandise, hardware, goods, and documentation to be delivered to the University by the Supplier under this Agreement, the Purchase Order(s), Solicitation Document(s), and any Statement(s) of Work, as applicable.

(d) "Purchase Order" means the document used by the University to order Products and/or any type of Service(s) provided by the Supplier in sufficient detail to allow the Supplier to accept and accurately fulfill the University's order, and including terms describing price, quantity, invoicing and delivery addresses, and purchasing agent contact information.

(e) "Services" means all services to be performed by the Supplier for the University under this Agreement, the Purchase Order(s), Solicitation Document(s), and any Statement of Work(s), as applicable.

(f) "Solicitation Document" means the University's request for proposal, request for information, invitation for bid, and/or other solicitation document issued by the University to solicit offers for the Products and Services.

(g) "State" means the State of North Carolina.

(h) "Statement of Work" means a document that defines, for each project under this Agreement, the (1) work activities to be performed by the Supplier, (2) payment rates, (3) additional payment terms (if any), (4) Products and/or Services, (5) work schedule governing the Supplier's provision of Services, and (6) any other relevant information the Parties wish to include.

(i) "Supplier" means the Party providing the Products and/or Services to the University under this Agreement, and its successors and assigns.

(j) "University" means The University of North Carolina at Chapel Hill and its successors and assigns.

2. PERFORMANCE.

(a) It is anticipated that the tasks and duties undertaken by the Supplier under the contract which results from the University's solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.

(b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Supplier license and provided by Supplier in performance of this Contract shall be and remain property of the University. During performance, Supplier may provide proprietary components as part of the deliverables that are identified in this Contract. Supplier grants the

University a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Supplier or its suppliers or licensors made accessible or furnished to the University shall be and remain the property of the Supplier or such other party, respectively. Supplier agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The University shall notify the Supplier of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Supplier agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the University.

(c) Supplier has a limited, non-exclusive license to access and use University data provided to Supplier, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.

(d) Supplier or its suppliers, as specified and agreed in the Contract, shall provide support and assistance to the University related to all Services performed or other deliverables procured hereunder during the University's normal business hours. Supplier warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.

(e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Supplier under this Contract as provided by N.C Gen. Stat. §§ 143-52 and 143-135.9 (a) and (b) (Best Value).

3. PAYMENT TERMS.

(a) All invoices shall be submitted to the University's Systems and Operations Department unless otherwise instructed on the face of the Purchase Order. Payment terms are net thirty (30) days after the University's receipt of a correct invoice or acceptance of the Products or Services, whichever is later.

(b) The University retains the right to determine the most appropriate method to remit payments to the Supplier.

(c) Upon written request approved by the University and solely as a convenience to the Supplier, the University may: (i) forward the Supplier's payment check directly to any person or entity designated by the Supplier, and (ii) include any person or entity designated by Supplier as a joint payee on the Supplier's payment check. In no event shall such approval and action obligate the University to anyone other than the Supplier and the Supplier shall remain responsible for fulfillment of all contract obligations.

(d) The University does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties, or attorney's fees. This Agreement will not be construed as an agreement by the University to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

4. TAXES. Any applicable taxes shall be invoiced as a separate item. Invoices shall not include any sales or use tax (or fees) unless required by the North Carolina Department of Revenue. The University is exempt from North Carolina Sales and Use Tax for all qualifying purchases. The University's North Carolina Sales and Use Tax exemption number is 400028. The University is exempt from Federal Taxes, such as excise and transportation. The University shall not be responsible for income or property taxes.

5. TRANSPORTATION OF PRODUCTS. Transportation of Products shall be FOB Destination unless otherwise specified in the Solicitation Document or Purchase Order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the University. In

cases where parties other than the Supplier ship materials against this order, the shipper must be instructed to show the Purchase Order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

6. 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.

7. STANDARDS.

(a) *Manufacturing Requirements.* 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 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.

(b) *Energy Star Compliance.* All Products constituting electronic office equipment, including but not limited to, computers, monitors, printers, scanners, photocopy machines, and facsimile machines, shall be Energy Star compliant. If any of the Products do not satisfy Energy Star requirements, the Supplier shall provide a justification statement explaining why the Products are not Energy Star compliant.

(c) *Quality Assurance.* The Supplier will provide and maintain a quality assurance system or program that includes any Products and will tender to the University only those Products that have been inspected and found to conform to the requirements of this Agreement. All manufactured items and/or fabricated assemblies comprising Products are subject to operation, certification, or inspection, and accessibility requirements as required by State or federal regulation.

(d) *Site Preparation.* The Supplier shall provide the University complete site requirement specifications for the Products, to the extent applicable. These specifications shall ensure that the Products to be installed shall operate properly and efficiently within the site environment. Any subsequent alterations or modifications required to be made to the site which are directly attributable to incomplete or erroneous specifications provided by the Supplier shall be made at the expense of the Supplier.

(e) *Specifications.* The apparent silence of the specifications in the Solicitation Document as to any detail concerning the Products shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Unless otherwise specified in the University's Solicitation Document, the Products shall be new and not refurbished, field-upgraded, previously opened, or otherwise used.

(f) *Information Security Compliance and Certifications.* At all times during the term of this Agreement, the Supplier shall (1) use information security best practices for transmitting and storing potentially sensitive information; (2) employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols; (3) comply with all applicable laws and regulations regarding privacy and data security to maintain database security on any online financial transactions conducted on the University's behalf through the use of the Supplier's Software or records belonging to the University that contain sensitive and confidential information; (4) provide most current SOC 2 Type II report at least once every two (2) years; (5) maintain ISO/IEC 27000 series information security best practices; and (6) in the event the Supplier is acting as a Service Provider as defined by the Payment Card Industry Data Security Standard (PCI-DSS), comply with the Payment Card Industry Data Security Standard (PCI-DSS) and provide

appropriate PCI attestation documentation, such as a valid Attestation of Compliance (AOC). The University reserves the right to conduct or request the Supplier to have an independent third-party security audit performed.

8. TRAVEL EXPENSES. Unless otherwise agreed by the Parties, the Supplier may be reimbursed for documented travel expenses arising under the performance of this Agreement at the out-of-state rates set forth in N.C Gen. Stat. § 138-6, as amended from time to time. The Supplier personnel whose travel expenses are to be paid or reimbursed by University funds are subject to University travel regulations, which are located at <https://finance.unc.edu/services/travel/>. The Supplier agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles, and to require employees to share rental vehicles whenever the Services to be provided reasonably allow. Unless otherwise agreed by the Parties, all Supplier-incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt, and shall be paid by the University within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the University unless otherwise agreed by the Parties. The University will reimburse travel allowances only for days on which the Supplier is required to be in North Carolina performing Services for which it is necessary to be on site under this Agreement.

9. OWNERSHIP OF WORK PRODUCT. Unless otherwise agreed in writing by the Parties, deliverables developed or prepared specifically for the University hereunder (the "Deliverables") shall be deemed "works made for hire" under the federal copyright laws. The Supplier hereby assigns to the University any and all rights, title, and interest, including, without limitation, copyrights, trade secrets, and proprietary rights to the Deliverables. To the extent the Deliverables include data, modules, components, designs, utilities, subsets, objects, processes, tools, models, and specifications ("Technical Elements") owned or developed by the Supplier prior to, or independently from, its engagement hereunder, the Supplier retains ownership of such Technical Elements and the Supplier hereby grants to the University a perpetual, worldwide, fully paid-up limited license to use such Technical Elements for University related purposes.

10. QUALIFIED PERSONNEL; INTERVIEWS. For Services procurements, the Supplier shall ensure that qualified personnel of the Supplier will provide the Services under this Agreement in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the applicable industry. Prior to the Supplier commencing the provision of the Services and upon the University's request, the University shall have the opportunity to review resumes and conduct interviews of the personnel who the Supplier proposes to deploy to provide the Services to the University. If the University is not satisfied with the proposed personnel, the University may request acceptable substitute personnel to be provided by the Supplier.

11. KEY PERSONNEL. For Services procurements, the Supplier shall not substitute key personnel assigned to the performance of this Agreement without express prior written approval by the University's designated contract administrator. Any desired substitution shall be noticed to the University's contract administrator accompanied by the names and references of the Supplier's recommended substitute personnel. The University will approve or disapprove the requested substitution in a timely manner. The University may, in its sole discretion, terminate the Services of any person providing Services under this Agreement. Upon such termination, the University may request acceptable substitute personnel to be provided by the Supplier.

12. CARE OF UNIVERSITY PROPERTY.

(a) The Supplier agrees that it shall be responsible for the proper custody and care of any University real or personal property, information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the Supplier under this Agreement, furnished for use in connection with the performance of this Agreement, or purchased by it for this Agreement and will reimburse the University for loss or damage of such property.

(b) Any University property, information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the Supplier under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform this Agreement and not divulged or made available to any individual or organization without the express prior written approval of the University.

(c) The University's property in the hands of the Supplier shall be protected from unauthorized disclosure, loss, damage, or destruction by a natural event or another eventuality. The Supplier agrees to reimburse the University for loss or damage of University property while in Supplier's custody. Such University property shall be returned to the University upon the termination or expiration of this Agreement as directed by the University.

13. INSPECTION AT VENDOR'S SITE. The University reserves the right to inspect, at a reasonable time during normal business hours, the equipment/item, plant, or other facilities of a prospective vendor prior to Purchase Order award, and during the Purchase Order term as necessary for the University'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 Agreement.

14. INDEPENDENT CONTRACTOR. The Supplier and its employees, officers and executives, and subcontractors, if any, shall be independent contractors and not employees or agents of the University. This Agreement shall not operate as a joint venture, partnership, trust, agency, or any other business relationship.

15. INSURANCE COVERAGE. This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. The University will determine, in its sole and absolute discretion, if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the University.

(a) *Generally.* Providing and maintaining adequate insurance coverage is a material obligation of the Supplier and is of the essence of this Agreement. All such insurance shall meet all laws of the State. Such insurance coverage shall be obtained from companies with an A.M. Best rating of not less than A-VII that are authorized to provide such coverage and that are authorized by the North Carolina Commissioner of Insurance to do business in the State. The Supplier 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 Agreement. The minimum coverage limitations under each insurance policy indicated below shall not be interpreted as limiting the Supplier's liability and obligations or the indemnification requirements under this Agreement.

(b) *Coverage.* During the term of the Agreement, the Supplier, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as indicated. The University shall not be deemed or construed to have assessed the risk that may be applicable to the Supplier. The Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits and broader coverages. The University shall be listed as an additional insured. The Supplier will provide thirty (30) days advance notice to the University, either directly or through the insurer, of any cancellation or non-renewal of a policy. The insurance policies must be written on a primary basis and any insurance or self-insurance maintained by the University shall be non-contributing.

(i) **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A. 0112 (35) and 05B. 0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The University may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.

(ii) **For contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00, the following limits shall apply:**

a. Worker's Compensation - The Supplier shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Supplier's employees who are engaged in any work under this Agreement. If any work is subcontracted, the Supplier shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under this Agreement.

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 costs 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 within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

d. Professional Liability (Errors and Omissions Liability), including Cyber Liability - Supplier, at its sole cost and expense, shall maintain Professional Liability insurance with the following minimum limits of liability: (i) \$1,000,000.00 per loss and (ii) \$1,000,000.00 per aggregate. This insurance shall provide coverage for: (A) liability arising from theft, dissemination, and/or use of Sensitive and Confidential Information; (B) network security liability arising from the unauthorized access to, use of, or tampering with computer systems; and (C) liability arising from the introduction of a computer virus into, or otherwise causing damage to a computer system, network or similar related property. If professional liability insurance is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Supplier shall maintain such insurance for an additional period of one (1) year following termination of the Agreement. If such insurance is maintained on a claims-made basis, Supplier shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.

(iii) **For contracts valued in excess \$1,000,000.00, the following limits shall apply:**

a. Workers' Compensation Insurance - The Supplier, at its sole cost and expense, shall maintain Workers' Compensation Insurance in accordance with the limits and terms required by the laws of North Carolina, as well as Employers' Liability coverage with minimum limits of \$500,000.00, covering all of the Supplier's employees who are engaged in any work under this Agreement. If any work is subcontracted, the Supplier shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under this Agreement.

b. Commercial General Liability - The Supplier, at its sole cost and expense, shall maintain Commercial General Liability (CGL) insurance (ISO form CG0001 or equivalent) with the following minimum limits of liability: (i) General Aggregate: \$2,000,000.00; (ii) Products/Completed Operations Aggregate: \$2,000,000.00; (iii) Personal/Advertising Injury: \$1,000,000.00; and (iv) Each Occurrence Limit: \$1,000,000.00. Umbrella or excess liability insurance may be used to meet the CGL coverage limit requirements.

c. Automobile Liability Insurance - The Supplier, at its sole cost and expense, shall maintain Automobile Liability Insurance, to include liability coverage, covering all owned, non-owned, employee non-owned, leased, and hired vehicles used in connection with this Agreement. The

minimum combined single limit shall be \$1,000,000 bodily injury and property damage per accident. Umbrella or excess liability insurance may be used to meet the Automobile Liability coverage limit requirements.

d. Professional Liability (Errors and Omissions Liability), including Cyber Liability - Supplier, at its sole cost and expense, shall maintain Professional Liability insurance with the following minimum limits of liability: (i) \$2,000,000.00 per loss and (ii) \$5,000,000.00 per aggregate. This insurance shall provide coverage for: (A) liability arising from theft, dissemination, and/or use of Sensitive and Confidential Information; (B) network security liability arising from the unauthorized access to, use of, or tampering with computer systems; and (C) liability arising from the introduction of a computer virus into, or otherwise causing damage to a computer system, network or similar related property. If professional liability insurance is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Supplier shall maintain such insurance for an additional period of one (1) year following termination of the Agreement. If such insurance is maintained on a claims-made basis, Supplier shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.

16. AVAILABILITY OF FUNDS. Any and all payments to the Supplier shall be dependent upon and subject to the availability of funds appropriated or allocated to the University for the purpose set forth in this Agreement.

17. GENERAL INDEMNITY.

(a) The Supplier shall indemnify, defend, and hold harmless the University, its trustees, officers, employees, and agents (collectively, "Indemnitees") from and against any and all damages, costs, liabilities, losses, and expenses incurred by Indemnitees arising from or related to (i) the Products delivered, the Services performed, or materials or supplies furnished in connection with the performance of this Agreement; (ii) a breach of this Agreement by the Supplier; or (iii) any misconduct or acts of negligence by the Supplier or its employees or agents in the performance of this Agreement.

(b) The Supplier represents and warrants that it shall make no claim of any kind or nature against the University's agents who are involved in the delivery or processing of Supplier deliverables or Services as part of this Agreement with the University.

(c) As part of this provision for General Indemnity, if federal funds are involved in this procurement, the Supplier warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the University harmless from any claims or losses resulting to the University from the Supplier's noncompliance with such federal requirements or law in the performance of this Agreement. The representations and warranties in the preceding two (2) sentences shall survive the termination or expiration of the Contract.

(d) The Supplier will indemnify the University for any breach of confidentiality or failure of its responsibilities to protect confidential information, including by not limited to, the cost of notification of affected persons as a result of its accidental or negligent release of University data provided to the Supplier pursuant to the Agreement.

18. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY.

(a) Supplier shall hold and save the University, its officers, agents, and employees, harmless

from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with this Agreement.

(b) Supplier warrants to the best of its knowledge that:

(i) Performance under this Agreement does not infringe upon any intellectual property rights of any thirdparty; and

(ii) There are no actual or threatened actions arising from, or alleged under, any intellectual propertyrights of any third party.

(c) Should any deliverables supplied by Supplier become the subject of a claim of infringement of a patent, copyright, trademark, or a trade secret, the Supplier, shall at its option and expense, either procure for the University the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Supplier's judgment, or if further use shall be prevented by injunction, the Supplier agrees to cease provision of any affected deliverables and refund any sums the University has paid Supplier for such deliverables and make every reasonable effort to assist the University in procuring substitute deliverables. If, in the sole opinion of the University, the cessation of use by the University of any such deliverables due to infringement issues makes the retention of other items acquired from the Supplier under this Agreement impractical, the University shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge; and Supplier agrees to refund any sums the University paid for unused Services or other deliverables.

(d) The Supplier, at its own expense, shall defend any action brought against the University to the extent that such action is based upon a claim that the deliverables supplied by the Supplier or their use or operation, infringe on a patent, copyright, trademark or violate a trade secret. The Supplier shall pay those costs and damages finally awarded or agreed in a settlement against the University in any such action.

(e) Supplier will not be required to defend or indemnify the University to the extent any claim by a third party against the University for infringement or misappropriation results solely from the University's material alterationof any Supplier-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Supplier of the claimed infringement.

19. SUSPENSION. The University will have the right to suspend performance of this Agreement at any time by providing written notice to the Supplier and specifying the dates of the suspension. The University will be responsible for paying the Supplier in accordance with the terms of the Agreement for the delivery of Products and Services accepted by the University at the time of the suspension.

20. DEFAULT AND TERMINATION FOR CAUSE.

(a) If, through any cause, the Supplier shall fail to fulfill in timely and proper manner the obligations under this Agreement, including, without limitation, in these Terms and Conditions, the University shall thereupon have the right to terminate this Agreement by giving written notice to the Supplier and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under this Agreement prepared by the Supplier shall, at the option of the University, become the University's property (and under any applicable Supplier license to the extent necessary for the University to use such property), and the Supplier shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding the foregoing, the Supplier shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this Agreement, and the University may withhold any payment due the Supplier for the purpose of setoff until such time as the exact amount of damages due to the University from such breach can be determined. The University reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successful offeror without expense to the University. N.C. Gen. Stat. §§ 25-2-609 and 143-52(a); 01 NCAC 05B.1521.

(b) In case of default by the Supplier, the University may, as provided by North Carolina law, procure the Products or Services necessary to complete performance hereunder from other sources and hold the Supplier responsible for any excess cost occasioned thereby. N.C. Gen. Stat. § 25-2-712. In addition, and in the event of default by the Supplier, or upon the Supplier filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Supplier, the University may immediately cease doing business with the Supplier, terminate this Agreement for cause, take action to recover relevant damages, and initiate proceedings to debar the Supplier from doing future business with agencies of the State of North Carolina. 01 NCAC 05B.1520.

(c) The Supplier shall be in default if it submitted a certification for price-matching preference under Executive Order #50 and N.C. Gen. Stat. § 143-59 that was false and/or contained materially misleading or inaccurate information, and/or the Supplier failed to provide information and documentation requested by the University to substantiate the Supplier's certification. The State of North Carolina may take action against the Supplier under the False Claims Act, N.C. Gen. Stat. § 1-605 et seq., for submitting a false certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

21. TERMINATION FOR CONVENIENCE. The University may terminate this Agreement without penalty for any reason upon thirty (30) days written notice to the Supplier. In that event, all finished or unfinished deliverable items prepared by the Supplier under this Agreement shall, at the option of the University, become its property, and under any applicable Supplier license to the extent necessary for the University to use such property. If this Agreement is terminated by the University for convenience, the Supplier shall be paid for those items or services satisfactorily completed, less any payment or compensation previously made.

22. FORCE MAJEURE. Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, flood, power failures, acts or threats of war, acts or threats of terrorism, hostile foreign action, nuclear explosion, riot, strike, civil insurrection, pandemic, epidemic, quarantine, acts or regulations of public or University officials including measures to limit the spread of contagious disease, governmental acts, orders, or restrictions, national, regional, or local emergency, severely inclement weather, interruption or delay or transportation service, earthquake, hurricane, tornado, or other catastrophic natural event or Act of God; provided that such Party uses reasonable efforts, under the circumstances, to promptly notify the other Party of the cause of such delay and to resume performance as soon as possible in light of the circumstances giving rise to the force majeure event.

23. CONFIDENTIALITY; CARE OF INFORMATION.

(a) *Confidentiality.* Any information, data, documents, studies, and reports given to or prepared or assembled by the Supplier under this Agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.

(b) *Response to Third-party Requests for University Data.* If the Supplier is served with a subpoena related to University data, then, unless prohibited by law, the Supplier will provide prior notice of such subpoena to the University to allow the University an opportunity to seek injunctive relief before disclosure of the information.

(c) *Protection of Supplier Trade Secrets under NC Public Records Act.* The University will maintain the confidentiality of the Supplier's "trade secrets", in accordance with N.C. Gen. Stat. § 132-1, et seq. (the "NC Public Records Act"). Trade secrets are defined by North Carolina statute as "business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that derives independent actual or potential commercial value from (i) not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use, and (ii) is the

subject of efforts that are reasonable under the circumstances to maintain its secrecy." (See N.C. Gen. Stat. § 66-152). The Supplier shall designate the portions of the materials it delivers to the University that meet this definition of "trade secrets," or that otherwise are exempt from disclosure under the NC Public Records Act, by printing "CONFIDENTIAL" in boldface at the top and bottom of the applicable pages or sections. Under the North Carolina Administrative Code, price information shall not be deemed confidential (NCAC 05B.0103). In spite of what is labeled as confidential, the determination as to whether the information is subject to disclosure shall be determined by North Carolina law. The Supplier is notified that if the confidentiality of material is challenged by other parties, the Supplier has the responsibility of defending the assertion of confidentiality. N.C. Gen. Stat. § 143-52(a).

(d) *Protection of University's Sensitive and Confidential Information.* The Supplier shall safeguard and protect Sensitive and Confidential Information of the University in accordance with all applicable laws and regulations and consistent with ISO/IEC 27000 series information security best practices. "Sensitive and Confidential Information" means any, but not limited to, the following: "Personal Information" under the North Carolina Identity Theft Protection Act of 2005, confidential "personnel information" under the North Carolina Human Resources Act, "Protected Health Information" under the Health Insurance Portability and Accountability Act (HIPAA), student "education records" under Family Educational Rights and Privacy Act (FERPA), "customer record information" under Gramm Leach Bliley Act (GLBA), "cardholder data" as defined by the Payment Card Industry Data Security Standard (PCI-DSS), and any information protected from disclosure under the North Carolina Public Records Act. Sensitive and Confidential Information must be restricted by the Supplier to those with a legitimate business need for access to such information. For purposes of illustration, Sensitive and Confidential Information may appear in research data, public safety information, financial donor information, information concerning select agents, system access passwords, information security records, and information file encryption keys.

If the Supplier becomes aware of a confirmed or suspected exposure of Sensitive and/or Confidential University Information, the Supplier shall notify the University's IT Help Desk (919-962-HELP) and ask that a "Critical Remedy Ticket" be created with the University's Information Security Office. The Supplier shall provide a telephone number at which the reporting party can be reached for more detail. The Help Desk takes calls 24x7x365. The Supplier shall not provide any information regarding the risk to Sensitive Information or Confidential Information until contacted via telephone by a University incident handler. Upon being contacted by the incident handler, the Supplier agrees to provide the University with access to any information that is pertinent to the investigation of the possible compromise of the University's sensitive information or mission critical system, including, but not limited to: log data, metadata, and forensic images.

(e) *Grant of Limited Right to Use University Data.* Subject to the terms and conditions of this Agreement, the University grants to the Supplier a non-exclusive, non-transferable, limited right to use University data received or accessed by the Supplier in the course of performing services under this Agreement. All right, title, and interest in the data shall remain with the University or end users, as applicable. The Supplier may not access and/or duplicate the data for any reasons other than those stated herein without the prior written consent of University.

(f) *Limitations on Use of University Data.* The Supplier shall not collect, mine, save, disclose, or otherwise use any end user personal information or University data for any purpose other than to provision and support the services expressly contemplated under this Agreement.

(g) *FERPA Acknowledgement.* If the Supplier's Services involve the hosting or accessing of student education records, the Supplier acknowledges and agrees that (i) the University has outsourced to the Supplier the performance of institutional services or functions for which the University would otherwise use its own employees, (ii) the Supplier is considered to be a "school official" with "legitimate

educational interests” in “personally identifiable information” from “education records” of University students, as those terms have been defined under FERPA (34 C.F.R. 99), (iii) the Supplier is under the direct control of the University with respect to the Supplier’s use and maintenance of data in the education records, and (iv) the Supplier will abide by the limitations and requirements imposed by 34 C.F.R. 99.33(a) on school officials. The Supplier will use such data only for the purpose of fulfilling its duties under this Agreement, and will not monitor or share such data with or disclose it to any third party except as required by law, or authorized in writing by the University.

(h) *Data Security.* The Supplier shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(i) *Costs Borne by Supplier.* If the Supplier experiences a security incident or breach concerning any Confidential Information covered by this Agreement, and such breach is covered by applicable federal or state laws and regulations, then the Supplier will (a) fully comply with the Supplier’s obligations under such laws and regulations, including but not limited to the NC Identity Theft Protection Act, (b) immediately notify the University regarding the breach pursuant to the process outlined in subsection (d) above and provide the information listed in N.C. Gen. Stat. § 75-65(d)(1-4) and other federal or state laws and regulations required by the University, and (c) fully cooperate with the University in carrying out the University’s obligations under said Identity Theft Protection Act.

24. IMPLEMENTATION; CONFLICTS/INCONSISTENCIES. This Agreement shall be implemented by a University Purchase Order unless an alternate effective date is otherwise provided for in the Agreement. For purposes of construing a transaction as an integrated contract, the following provisions shall apply: (a) the definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A. 0112 are specifically incorporated herein; (b) if federal funds are involved in the transactions under this Contract, the Supplier shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the “Federal Funds Provisions” section below; (c) “Purchasing Agency” herein is as defined in 01 NCAC 05A. 0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below; (d) contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58; (e) in cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL GENERAL CONTRACT TERMS AND CONDITIONS FOR PROCUREMENT OF PRODUCTS AND SERVICES, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Supplier’s Bid, to the extent specifically and mutually incorporated into this Contract. In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these General Contract Terms and Conditions, the more restrictive provision will govern.

25. SUBCONTRACTING. The Supplier may subcontract performance of this Agreement to third parties only with the express prior written consent of the University. The Supplier remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same obligations and standards required of the Supplier under this Agreement, and the terms and conditions of this Agreement shall be specifically incorporated into any agreements with subcontractors relating thereto.

26. ASSIGNMENT OR DELEGATION OF DUTIES. This Agreement may not be assigned or delegated by Supplier without the written consent of the University. If Supplier requests any assignment, or delegation of duties, the Supplier shall remain responsible for fulfillment of all Agreement obligations. Upon written

request, the University may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the University, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Supplier's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of this Agreement. N.C. Gen. Stat. § 143-58.

27. AMENDMENTS/CONTRACT AUTHORIZATION.

(a) This Agreement may not be amended orally or by performance. Any amendment, in order to be effective, must be made in written form and signed by duly authorized representatives of the University and the Supplier in accordance with this section.

(b) This Agreement is made subject to the shipment of quantities, qualities, and prices indicated on the Purchase Order and all conditions and instructions on the Purchase Order or the Solicitation Document, as applicable. Any changes made to this Agreement or Purchase Order proposed by the Supplier are hereby rejected unless accepted in writing by the University's Purchasing Services Department or the Vice Chancellor for Finance and Operations. The University shall not be responsible for products delivered without a Purchase Order or authorization from the University's Purchasing Services Department. In order to be effective, contracts for University purchases of products or services exceeding \$5,000.00 must be signed by a duly authorized officer of the University's Purchasing Services Department, or the University's Vice Chancellor for Finance and Operations or his/her delegate.

28. USE OF UNIVERSITY NAME AND TRADEMARK. The Supplier shall not appropriate or use the existence of this Agreement or the names, logos, photographs, images, property, service marks, or trademarks of the University or the State of North Carolina as a part of any marketing, advertising, endorsement, promotion, or otherwise, without express prior written approval of the University. Requests to use the University's names, logos, photographs, images, property, service marks, or trademarks should be directed to the University's Office of Trademarks and Licensing (<https://licensing.unc.edu/>). If the University grants express prior written consent to use the University's names, logos, photographs, images, property, service marks, or trademarks, for marketing, advertising, endorsement, promotion, or otherwise, the University shall have the right to reject any such use proposed by the Supplier which in the University's sole discretion violates the University's standards of advertising or is inconsistent with the University's role and reputation as a public institution of higher education.

29. EXPORT CONTROL.

(a) The Supplier agrees to comply with all applicable export control laws and regulations with jurisdiction over hardware, software, or technology used or accessed in connection with performing this Agreement, including but not limited to, U.S. Export Control Regulations, including the Export Administration Regulations (15 C.F.R. 730-744), the International Traffic in Arms Regulations (22 C.F.R. 120-130), and the Office of Foreign Asset Controls regulations (31 C.F.R. 500-599) in all transactions required to fulfill the terms of this Agreement. Supplier agrees to cooperate with any recordkeeping, certification, license, security measure, or other action required to confirm or maintain compliance with export control regulations, including provision of personal information specifically required for such export compliance purposes.

(b) The Supplier shall not transfer or disclose to the University any equipment, information, substance, or material that is controlled under the federal government's Export Administration Regulations (15 C.F.R. 730-774) or International Traffic in Arms Regulations (22 C.F.R. 120-130) (collectively, any "Export Controlled Material") without first informing the University of the Export Controlled Material's Export Control Classification Number ("ECCN"), or other applicable export control designation other than EAR99.

30. EQUAL OPPORTUNITY. The Supplier shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all

individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or appropriate inquiries regarding compensation. The Supplier will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, disability, or appropriate inquiries regarding compensation.

31. NOTICES. Any notices required under this Agreement should be delivered to the contract administrator for each Party. Unless otherwise specified in the Solicitation Document, any notices shall be delivered in writing by U.S. Mail, commercial courier, or by hand.

32. COMPLIANCE WITH LAWS AND UNIVERSITY POLICIES. Each Party shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority. The Supplier agrees to comply with all applicable University policies.

33. NO BRIBERY; NO BOYCOTT. Supplier shall adhere to and comply with U.S. anti-boycott laws and all applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act. Supplier shall not directly or indirectly offer, give, promise to give, or authorize the giving of any money, loan, gift, donation, or other thing of value to induce a government official to do or to omit from doing any act in violation of their lawful duty, in order to obtain any improper advantage, or to induce a government official to use his or her influence improperly to affect or influence any act or decision.

34. ACCESS TO PERSONS AND RECORDS. During, and after the term hereof during the relevant period required for retention of records by State law (N.C. Gen. Stat. §§ 121-5 and 132-1 *et seq.*, typically five years), the State Auditor, the University's internal auditors, and the Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, as provided in N.C. Gen. Stat. § 143-49(9), § 147-64.7. However, if any audit, litigation, or other action arising out of or related in any way to this Agreement is commenced before the end of the retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

35. SITUS, GOVERNING LAW, AND VENUE.

(a) The place of this Agreement, 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. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.

(b) In the event the Parties are unable to resolve any dispute relating to this Agreement, the exclusive venue for any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North Carolina.

(c) Pursuant to applicable N.C. Gen. Stat., including but not limited to § 55A-15-01 and § 55-15-01, non-resident Supplier corporations not formed under North Carolina law must be domesticated in the Office of the North Carolina Secretary of State in order to contract with the State of North Carolina.

36. SEVERABILITY. In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees, and warranties contained herein

shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

37. CERTIFICATIONS REGARDING COVERED TELECOMMUNICATIONS TECHNOLOGY AND SERVICES.

The Supplier shall not provide to the University, or cause the University to use, covered telecommunications equipment or services, as defined in 48 CFR 52.204-25, in the performance of any contract, subcontract or other contractual instrument between the Supplier and the University. In the event the Supplier identifies, during contract performance, covered telecommunications equipment or services as part of any item or service Supplier provides to the University, the Supplier shall immediately notify the University via email to purchasing_team@unc.edu.

38. CERTIFICATIONS UNDER STATE LAW. The Supplier certifies as follows: (a) its proposal was submitted competitively and without collusion (N.C. Gen. Stat. § 143-54); (b) none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C. Gen. Stat. § 143-59.2); (c) it is not an ineligible vendor as set forth in N.C. Gen. Stat. § 143-59.1; (d) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans, specifications, or estimates for the solicitation, or in awarding or administering this Agreement resulting from the solicitation, or in inspecting or supervising the services to be rendered (N.C. Gen. Stat. § 133-32); (e) the Supplier and each of its subcontractors for this Agreement comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system (N.C. Gen. Stat. § 143-48.5); and (f) neither the Supplier nor any assignee of the Supplier is identified on a list maintained by the NC State Treasurer noting either: (i) persons engaged in investment activities in Iran (N.C. Gen. Stat. § 147-86.60) or (ii) persons engaged in business activities boycotting Israel (N.C. Gen. Stat. § 147-86.80 et seq.). False certification may constitute a Class I felony under North Carolina law.

39. [Provision for purchase orders made using federal grant funds.] CERTIFICATIONS UNDER FEDERAL LAW. The Supplier certifies as follows:

(a) Lobbying (2 C.F.R. 200.450).

(i) To the best of its knowledge and belief, no federal appropriated funds have been paid or will be paid, by or on behalf of the Supplier, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the award of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement in accordance with 2 C.F.R. 200.450;

(ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Supplier shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the University.

(iii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

(b) Debarment, Suspension, and Other Responsibility Matters (2 C.F.R. 200.213 and 2 C.F.R. 180). To the best of its knowledge and belief, neither the Supplier nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

transaction by any federal department or agency, in accordance with 2 C.F.R. 200.213 and 2 C.F.R. 180.

(c) Protection from Reprisal (41 U.S.C. 4712). The Supplier will: (i) inform in writing its employees working on a federal award of whistleblower protections under 41 U.S.C. 4712 in the predominant language of the workforce; and (ii) include such requirements in any agreement made with a subcontractor or subgrantee.

(d) Environmental Law Compliance. The Supplier will: (i) comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387) and the Energy Policy and Conservation Act (42 U.S.C. 6201); and (ii) report all violations to the University.

40. ELECTRONIC RECORDKEEPING. The University may preserve electronically all documents related to this Agreement, and such electronic documents will have the same force and effect as the original hardcopy documents. Any printout or other output readable by sight that accurately duplicates the electronic record will be considered an “original” document.

41. WARRANTY TERMS.

(a) If the Supplier is not the manufacturer of the Products, the Supplier represents and warrants to the University that it has been designated by the manufacturer as an authorized reseller of the Products and any manufacturer warranties will pass from the manufacturer through the Supplier and inure to the benefit of the University. In the event such manufacturer warranties fail to pass through the Supplier and inure to the benefit of the University, the Supplier shall pay, indemnify, and hold the University harmless from all losses, damages, and expenses resulting from such failure.

(b) If the Supplier is the manufacturer of the Products:

(i) The Supplier represents and warrants to the University that for a period of ninety (90) days from the date of installation ("Warranty Period") the Products shall perform in good working order in accordance with industry practices and standards and meet the specifications set forth in the Solicitation Document. Following receipt of written notice thereof, the Supplier shall promptly respond to any failure to comply with the representations and warranties in this subsection, and the Supplier shall promptly repair, replace, or correct the Products at the Supplier's sole cost and expense. The remedies set forth in this section shall be in addition to any other rights and remedies that may be available to the University.

(ii) Supplier represents and warrants to University that, to the best of its knowledge: (1) the licensed Products and associated materials do not infringe any intellectual property rights of any third party; (2) there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party; (3) the Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, “back doors” or other means to facilitate or allow unauthorized access to the University’s information systems; and (4) the Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software’s ability to operate.

(iii) The Supplier represents and warrants to the University that any Product which performs any date and/or time data recognition functionality, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Agreement.

(iv) Supplier represents and warrants to University that the Software demonstrated to University, to the extent applicable, during Supplier's on-campus demonstrations: (1) represents a generally available version of the Software; and (2) was configured but not otherwise modified by Supplier or otherwise manipulated in any way to display features or functions that do not exist in a generally available version of the Software as of the date of the Supplier's demonstrations.

(v) Supplier represents and warrants to University that the Products and Services meet the accessibility requirements (to the extent applicable) outlined in Title II of the Americans with Disabilities Act (28 CFR Part 35 Subpart H), and the best practices outlined in the W3C Web Accessibility Initiative.

42. NO WAIVER OF REMEDIES OR DEFAULT. Notwithstanding any other language or provision in this Agreement or in any Supplier-supplied material, nothing herein is intended or shall be interpreted as a waiver of any right, remedy, default or breach otherwise available to the University. The waiver by the University of any right, remedy, default, or breach on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

43. RETENTION OF RECORDS. During the term of this Agreement and for a period thereafter as determined by the University, the Supplier and its employees, agents, and subcontractors shall maintain complete and professionally adequate records and shall retain them according to the North Carolina Public Records Act and applicable University policies.

44. GOVERNMENT RESTRICTIONS. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the Products or Services offered, prior to acceptance, it shall be the responsibility of the Supplier to notify, in writing, the University's issuing purchasing officer at once, indicating the specific regulation which requires such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.

45. GOVERNMENT REVIEW. To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, the Supplier and the University shall make available to such appropriate governmental authority this Agreement and any books, records, documents, and other records that are necessary to certify the nature and extent of the services provided and the costs claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

46. LICENSES, PERMITS, AND CERTIFICATIONS. During the term of this Agreement, the Supplier and its employees, agents, and subcontractors shall hold current licenses, permits, and certifications, at the levels required to practice their professions and to provide the contracted services in the relevant jurisdiction(s). Upon the University's request, Supplier shall provide proof of such licenses, permits, and certifications.

47. OUTSOURCING. If, after award of this Agreement, and consistent with any applicable NC DIT security provisions, the Supplier wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the University in writing, prior express written approval must be obtained from the University unit or department responsible for the Agreement. The Supplier shall give prompt notice to the University of any relocation of the Supplier, employees of the Supplier, subcontractors of the Supplier, or other persons performing services under a University agreement to a location outside of the United States. N.C. Gen. Stat. § 147-86.60. Any vendor or subcontractor providing call or contact center services to the University shall disclose to inbound callers the location from which the call or contact center services are being provided.

48. REJECTION OF NON-SOLICITATION. The University rejects and disaffirms any non-solicitation provision or other similar term contained in any material related to the Agreement that would require that the Parties refrain from recruiting or hiring the employees of the other Party unless the non-solicitation provision is expressly agreed to in a writing signed and specifically initialed by an authorized University representative and the Office of University Counsel.

49. HEADINGS, GENDER, AND NUMBER. The headings contained herein are not material parts of the Agreement and should not be used to construe the meaning thereof. The singular of any word or phrase

shall be read to include the plural and vice-versa.

50. PARTIAL INVALIDITY. If any provision of this Agreement shall be invalid, the remainder of this Agreement shall not be affected thereby.

51. SURVIVAL OF PROMISES. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein that by their sense and context are intended to survive the contract expiration or termination date shall so survive, unless specifically provided otherwise herein, or unless superseded by applicable Federal or State of North Carolina statutes of limitation.

52. SOVEREIGN IMMUNITY. Notwithstanding any other term or provision in this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the University under applicable law.