

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 3500 Administrative Office Building 104 Airport Drive Chapel Hill, NC 27599	Request for Proposals (RFP) No.: RFP093024AMG
	Title: Audiovisual and Multimedia Equipment, Installation / Integration, and Support Services University Term Contracts
Refer <u>ALL</u> inquiries regarding this RFP to: Name: Alicia Grieger Title: IT Category Manager Email Address: agrieger@email.unc.edu	Issue Date: September 30, 2024
	Due Date and Time: October 28, 2024 at 3:00 PM Eastern Time (ET)

OFFER

The University of North Carolina at Chapel Hill (the "University") solicits offers for goods and/or services as described in this solicitation. All offers received shall be treated as offers to contract as defined in 9 NCAC 06A.0102(12).

EXECUTION PAGE

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all goods and/or services upon which prices are offered, at the price(s) offered herein, within the time specified herein.

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

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

Offer valid for ninety (90) days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER

If any or all parts of this offer are accepted, an authorized representative of the University shall affix its signature hereto. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offer(s), if any; special terms and conditions specific to this RFP, if any; specifications of the RFP; The University of North Carolina at Chapel Hill Terms and Conditions for Procurement of Information Technology Products, Software and Services; and the agreed portion of the awarded Vendor's offer. A copy of this acceptance will be forwarded to the awarded Vendor(s).

<u>FOR UNIVERSITY USE ONLY</u>	
Offer accepted and contract awarded this date _____, as indicated on attached certification, by _____ (Authorized representative of University).	

**THE UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL**

Request for Proposals No.:

RFP093024AMG

For internal processing, including tabulation of proposals, provide your company's electronic Vendor Portal (eVP) 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 is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP Number

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

Electronic responses ONLY will be accepted for this solicitation.

Table of Contents

1.0	Anticipated Procurement Schedule	5
2.0	Purpose of RFP and Contract Term	5
2.1	Introduction	5
2.2	RFP Document.....	5
2.3	Interpretation of Terms and Phrases	5
2.4	Contract Term	5
3.0	Terms and Conditions	6
3.1	Notice to Vendors Regarding Terms and Conditions	6
3.2	Special Terms and Conditions	7
4.0	Scope of Work.....	8
4.1	General Scope of Work	8
4.2	Requirements	8
4.3	Specifications	9
4.4	Required Qualifications	11
4.5	Additional Information.....	11
5.0	Pricing, Shipping, and Invoices	12
5.1	Pricing	12
5.2	Shipping	12
5.3	Invoices	12
6.0	Evaluation	13
6.1	Source Selection	13
6.2	Evaluation Criteria	13
6.3	Possession and Review	13
7.0	Vendor Information and Instructions	14
7.1	General Conditions of Offer.....	14
7.2	General Instructions for Vendor	15
7.3	Instructions for Offer Submission	17
8.0	Other Requirements and Terms.....	19
8.1	Vendor Utilization of Workers Outside the United States	19
8.2	Financial Stability	19
8.3	Vendor's Representations	19
8.4	Personnel	20
8.5	Security and Background Checks	20
8.6	Disclosure of Litigation	20
8.7	Criminal Conviction	20
8.8	Assurances	21
8.9	Confidentiality of Offers	21
8.10	Project Management	21
8.11	Meetings.....	22
8.12	Recycling and Source Reduction	22

Attachment A: Definitions.....	23
Attachment B: The University of North Carolina at Chapel Hill Information Technology (IT) Terms and Conditions.....	24
Attachment C: Description of Offeror Form.....	34
Attachment D: Pricing	36
Attachment E: Vendor Certification Form.....	37
Attachment F: Location of Workers Utilized by Vendor Form.....	38
Attachment G: References.....	39
Attachment H: Certification of Financial Condition Form.....	40
Attachment I: Requirements Checklist	41
Attachment J: Vendor Invoice Submission Page	43

1.0 ANTICIPATED PROCUREMENT SCHEDULE

The table below shows the intended schedule for this RFP. The University will make every effort to adhere to this schedule, but all dates and times are subject to change at the University's sole discretion. All times listed are in Eastern Time (ET).

Action	Responsibility	(no later than) Date and Time
RFP Issued	University	September 30, 2024
Written Questions Deadline	Vendors	October 7, 2024 at 3:00 PM ET
University's Response to Written Questions / RFP Addendum Issued	University	October 21, 2024
Offer Deadline	Vendors	October 28, 2024 at 3:00 PM ET
Contract Effective Date (Generation 1)*	University	January 1, 2025 or later

* Reference Section 2.4 (Contract Term)

2.0 PURPOSE OF RFP AND CONTRACT TERM

2.1 INTRODUCTION

This Request for Proposals ("RFP") is being issued to establish multi-year convenience contracts (each a "University Term Contract" or "UTC") with multiple vendors to provide audiovisual and multimedia equipment, Installation / Integration, and Support Services to The University of North Carolina at Chapel Hill (the "University"). The University intends, and reserves the right at its sole discretion, to award a UTC to more than one (1) vendor.

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

2.2 RFP DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference.

2.3 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the University; and (2) to provide (together with other specified documents) the terms and conditions of any contract(s) resulting from this solicitation. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. As used herein, phrases such as "reasonable", "necessary", or "proper" shall be interpreted solely by the University.

2.4 CONTRACT TERM

Contracts awarded pursuant to this initial RFP (each a "Generation 1 Contract" or "Gen 1 Contract") shall have an effective date as provided in the Notice of Award (the "Effective Date"), which shall be January 1, 2025 or later. Gen 1 Contracts shall have an initial term beginning on the Effective Date and ending on December 31, 2026 (the "Initial Term"), unless terminated earlier in accordance with the terms and conditions of this RFP.

At the end of the Initial Term, the University shall have the option, at its sole discretion, to renew any number of Gen 1 Contracts on the same terms and conditions for up to four (4) additional two (2)-year terms. If renewed, the University will give the Vendor written notice of its intent to exercise each renewal option during the applicable Open Enrollment Period (as defined below).

The University intends to make biennial open enrollment periods available under this RFP in accordance with the following schedule (each an “Open Enrollment Period”):

Generation	Open Enrollment Period Begins (on or around)	Open Enrollment Period Ends (on or around)	Initial Term Start Date	Initial Term End Date	Number of Optional Two (2)-Year Renewal Terms
2	October 1, 2026	October 31, 2026	January 1, 2027 or later	December 31, 2028	3
3	October 1, 2028	October 31, 2028	January 1, 2029 or later	December 31, 2030	2
4	October 1, 2030	October 31, 2030	January 1, 2031 or later	December 31, 2032	1
5	October 1, 2032	October 31, 2032	January 1, 2033 or later	December 31, 2034	0

During each Open Enrollment Period, new vendors will have the opportunity to submit an offer in accordance with a process similar to the one described in this initial RFP. Notwithstanding the foregoing, the University reserves the right, at its sole discretion, to modify any part of the RFP process, including but not limited to the requirements and Required Qualifications (as defined below). The University also reserves the right, at its sole discretion, to award any number of contracts to new vendors during each Open Enrollment Period.

The last active term for all contracts awarded pursuant to this RFP will end on December 31, 2034. In addition to any optional renewal terms, and with the Vendor’s concurrence, the University retains the option to extend any contract for one (1) year periods after the last active term.

3.0 TERMS AND CONDITIONS

3.1 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

The University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s offer. This applies to any language appearing in or attached to Vendor’s offer that purports to vary any terms and conditions herein, or to render the offer non-binding or subject to further negotiation.

All offers submitted in response to this RFP are subject to the terms and conditions outlined herein, and any resulting contract shall be governed by the terms and conditions of the RFP. By execution and delivery of an offer in response to this RFP, 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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s offer as nonresponsive.

3.2 SPECIAL TERMS AND CONDITIONS

3.2.1 AFFILIATES

Any resulting contract may be utilized by the University and any affiliated University of North Carolina System institution (each an "Affiliate"), which includes the following:

Appalachian State University
East Carolina University
Elizabeth City State University
Fayetteville State University
North Carolina Agricultural and Technical State University
North Carolina Central University
North Carolina School of Science and Mathematics
North Carolina State University
University of North Carolina at Asheville
University of North Carolina at Charlotte
University of North Carolina at Greensboro
University of North Carolina at Pembroke
University of North Carolina at Wilmington
University of North Carolina School of the Arts
University of North Carolina System Office
Western Carolina University
Winston-Salem State University

Participation by an Affiliate is strictly voluntary, and the University shall not be responsible for orders or payments for any Affiliate.

3.2.2 INDEFINITE QUANTITY

Any resulting contract shall be an indefinite quantity contract. The total quantity of any equipment and/or services to be purchased under any resulting contract is not known and the University does not imply nor guarantee any minimum number of purchases.

3.2.3 NON-EXCLUSIVITY

Any resulting contract shall not be exclusive, and the University reserves the right to purchase the same or similar equipment and/or services from other vendors at any time, at the sole discretion of the University.

3.2.4 CONTRACT VALUE

The University does not expect the total value of any resulting contract to exceed one million US Dollars (\$1,000,000.00).

3.2.5 ORDERS

Orders may be placed throughout the contract term on an as-needed basis for equipment and/or services, and each order will be issued directly to the respective Vendor after receipt of a project quote, proposal, and/or Statement of Work, as per the requirements and specifications stated herein.

All orders under any resulting contract must be placed using a separate, new authorized Purchase Order or Procurement Card (PCard) number. Each order shall indicate the specific equipment and/or services and quantities required and delivery/ship-to information, as applicable.

All orders received by the Vendor that do not include a separate, new authorized Purchase Order or PCard number shall not be accepted or processed by the Vendor. The University shall not be responsible for any orders processed by the Vendor that do not include a separate, new authorized Purchase Order or PCard number.

3.2.6 EQUIPMENT AND SUPPLIES

All equipment and supplies provided under any resulting contract shall be brand new. Used, refurbished, or previously sold, opened, or owned equipment or supplies shall not be accepted.

4.0 SCOPE OF WORK

4.1 GENERAL SCOPE OF WORK

Vendor shall provide audiovisual and multimedia equipment, Installation / Integration, and Support Services to the University during the term of any resulting contract.

4.2 REQUIREMENTS

4.2.1 AUTHORIZED RESELLER

Vendor must be currently authorized by the manufacturer of any equipment provided under any resulting contract to sell their products and provide warranty service.

4.2.2 STANDARDS

Vendor must perform all services provided under any resulting contract in accordance with standards adopted, endorsed, or set forth by (a) the University, including those prescribed by federal and State of North Carolina laws, and those adopted as University policy, and (b) Audiovisual and Integrated Experience Association (AVIXA), including but not limited to the following:

- 4.2.2.1 AVIXA 10:2013 (AV Systems Performance Verification)
- 4.2.2.2 AVIXA F501.01:2015 (Cable Labeling for AV Systems)
- 4.2.2.3 AVIXA F502.01:2018 (Rack Building for Audiovisual Systems)

4.2.3 INSTALLATION SERVICES

All employees and subcontractors of Vendor who are tasked with providing Installation Services under any resulting contract shall be competent technicians who are experienced in the installation of professional audiovisual and multimedia systems. Vendor shall have at least one (1) lead installer at the installation site at all times during any installation who (a) has a Certified Technology Specialist (CTS) or higher certification, and (b) will provide supervision and oversight of other personnel.

4.2.4 SUPPORT SERVICES

All employees of Vendor who are tasked with providing Support Services under any resulting contract shall be competent technicians who are experienced in the support and maintenance of professional audiovisual and multimedia systems.

4.2.5 WARRANTY

The manufacturer's standard warranty or better shall apply for all equipment purchases. The warranty shall be for a minimum period of twelve (12) months from date the equipment is put into operation. Such warranty shall cover the cost of all defective parts replacement, labor,

freight, and technicians travel at no additional cost to the University. Vendor shall provide a copy of the manufacturer's standard warranty at the University's request.

4.3 SPECIFICATIONS

4.3.1 EQUIPMENT PRICING

Vendor shall provide a percentage discount off of the manufacturer's current List Price. Upon request by the University, Vendor shall provide a valid quote / proposal that details both List Price and the University's Contract Price. The University's Contract Price shall never exceed the manufacturer's Minimum Advertised Price.

4.3.2 SERVICES PRICING

Upon request by the University, Vendor shall provide a valid Statement of Work, which will be considered a not-to-exceed proposal. Vendor shall invoice and be paid only for actual hours worked.

4.3.3 STORAGE OF EQUIPMENT PRIOR TO INSTALLATION

Upon the University's reasonable request, Vendor shall store the equipment off-site until installation begins.

4.3.4 INSTALLATION GEAR

Vendor shall provide its employees with all necessary gear for the safe, accurate and expedient execution of any services provided under any resulting contract. This includes, but is not limited to, ladders, crimps, fish-tapes, cable spool stands, label printers, soldering tools, diagnostic equipment, drop cords, personal safety/protective equipment, hand and power tools. Subject to the University's advanced written approval, Vendor may seek reimbursement for costs associated with special equipment rentals such as scaffolding and lifts.

4.3.5 INSTALLATION DOCUMENTATION

Within fourteen (14) days after installation completion, Vendor shall provide equipment inventory (including, but not limited to, model information, serial number, MAC address (if applicable), IP address (if applicable), physical installation location, login and password information, and firmware version) in Microsoft Excel format as well as all system manuals and diagrams, Drawings of Record in Visio or AutoCAD file, editable versions of all configuration files for any digital signal processing equipment as well as the associated software required for editing those files, and editable and uncompiled versions of all master source code for the control system with final contract documents attached.

4.3.6 SUBCONTRACTING

Vendor may subcontract the performance of services provided under any resulting contract to third parties only with the prior written consent of the University. If Vendor intends to subcontract any portion of the services, then all such subcontractors shall be identified and their responsibilities and qualifications provided to the University for approval. Vendor remains solely responsible for the performance of its subcontractors. Subcontractors shall adhere to the same standards required of Vendor.

4.3.7 USER MANUALS

Vendor shall provide complete user manuals in Microsoft Word or Adobe PDF (to be delivered electronically) to facilitate user training.

4.3.8 USER TRAINING

Upon the University's reasonable request, Vendor shall train the University's users and support personnel in proper operation and support of new equipment/systems.

4.3.9 SUPPORT SERVICE TIMES

During any applicable warranty period, Vendor shall answer service calls within twenty-four (24) hours and maintenance calls shall be completed within three (3) business days of notification and at no cost to the University. After any applicable warranty period, Vendor shall answer service calls within forty-eight (48) hours and maintenance calls shall be completed within two (2) weeks of notification. Notwithstanding the foregoing, if the terms of any separate service agreement conflict with the terms of this RFP, the terms of the service agreement shall prevail.

4.3.10 TRAVEL ALLOWANCE

Vendor shall not charge the University for parking or other travel expenses to/from Chapel Hill, NC or Carrboro, NC. Subject to the University's advanced written approval, Vendor may seek reimbursement for travel expenses and per diem for employees providing services on behalf of the University to locations outside of the Chapel Hill - Carrboro area. Vendor must submit documentation substantiating expenses at time of invoice. Reimbursement shall conform to University policies and shall not exceed reimbursement rates set forth by the State of North Carolina. All mileage shall be calculated from either the University's campus at Chapel Hill (which means from the main entrance of the University located at the intersection of South Boulevard and Country Club Drive in Chapel Hill) or the Vendor's business location, whichever is less.

4.3.11 INVOICING

Upon successful completion of each project, Vendor shall provide an itemized invoice that contains a complete description of all equipment and services rendered for that project. Vendor may submit incremental invoices prior to completion of a project for equipment received by the University and services provided in accordance with this RFP only with the prior written approval of the University.

4.3.12 ON-CAMPUS REGULAR WORK HOURS

Vendor shall ensure that its employees arrive on campus to begin work at 8:00 AM and conclude work by 5:00 PM (local time), unless otherwise agreed in writing by the University. Vendor shall not charge the University for time taken for lunch, breaks, and non-University related errands.

4.3.13 BILLING FOR AFTER-HOURS AND WEEKEND WORK

After-hours and weekend work applies to services provided to the University outside of the University's normal operating hours of 8:00 AM to 5:00 PM (local time), Monday through Friday. After-hours and weekend work is subject to the University's advance written approval and shall not be billed at more than one-and-one-half (1.5) times the regular hourly rate for the specific service provided.

4.3.14 BILLING FOR HOLIDAY WORK

Holiday work applies to services provided to the University on days designated as official University holidays by the University's Office of Human Resources or days when the University is officially closed. Holiday work is subject to the University's advance written approval and shall not be billed at more than two (2) times the regular hourly rate for the specific service provided.

4.4 REQUIRED QUALIFICATIONS

To be eligible for an award of contract, Vendor must (a) meet all of the following required qualifications (the “Required Qualifications”), and (b) provide documentation to evidence the same as part of Vendor’s offer.

If at the time of offer submission Vendor meets some, but not all, of the Required Qualifications, then Vendor may submit an offer in accordance with this RFP and follow up with the University once all of the Required Qualifications have been met.

4.4.1 Vendor must be a firm with at least five (5) years of experience providing professional Integration Services for audiovisual and multimedia systems.

4.4.2 Vendor shall have personnel on staff with the following certifications:

- 4.4.2.1 Certified Technology Specialist (CTS)
- 4.4.2.2 Project Management Professional (PMP)¹
- 4.4.2.3 Control System Programming – Level 1²
- 4.4.2.4 Digital Signal Processing (DSP) Programming – Level 1²

1. The following project management certifications will be accepted as alternatives to the PMP certification with a minimum of (a) three (3) years of project management experience, and (b) three (3) references from recently managed projects:

- Agile Certified Practitioner (ACP)
- Certified Six Sigma Green Belt (CSSGB)
- Certified Six Sigma Black Belt (CSSBB)
- Master Project Manager (MPM)
- Certified ScrumMaster (CSM)
- Certified Associate in Project Management (CAPM)
- CompTIA Project+

2. These certifications are intended to be brand / manufacturer agnostic. Notwithstanding the foregoing, Vendor may detail in its offer for which brands and/or manufacturers it is certified.

4.4.3 Vendor shall have as full-time employees at least two (2) workers whose primary duties are equipment installation.

4.5 ADDITIONAL INFORMATION

Vendor shall provide the following additional information as part of its offer:

4.5.1 A completed **ATTACHMENT I – Requirements Checklist**.

4.5.2 A “**Statement of Compliance**” that explicitly details Vendor’s ability to comply with the specifications listed in Section 4.3 (Specifications) of this RFP. Notwithstanding the foregoing, if Vendor is unable to comply with any specification(s), then Vendor shall detail any area(s) of non-compliance with the reason for non-compliance clearly stated.

4.5.3 A list of all manufacturers for which Vendor is an authorized reseller.

4.5.4 Vendor shall advise if it has personnel on staff with the following certifications and, if so, provide documentation to evidence the same:

- 4.5.4.1 Certified Technology Specialist Installer (CTS-I)
- 4.5.4.2 Certified Technology Specialist Designer (CTS-D)
- 4.5.4.3 Advanced Audio Tuning (e.g., SynAudCon, Biamp Tesira Server)
- 4.5.4.4 Dante Level 1 through Level 3
- 4.5.4.5 Audio Visual over Internet Protocol (AVoIP) (e.g., Extron NAV, Crestron NVX)
- 4.5.4.6 Any other relevant certifications that demonstrate the expertise of your team

5.0 PRICING, SHIPPING, AND INVOICES

5.1 PRICING

Complete **ATTACHMENT D – Pricing** and submit with your offer.

The list of products / manufacturers included in **ATTACHMENT D – Pricing** is *not* intended to be comprehensive of all products / manufacturers that may be provided by Vendor under any resulting contract. Other products / manufacturers not listed in **ATTACHMENT D – Pricing** may be provided by Vendor under a resulting contract, provided that those products / manufacturers fall under the scope of this RFP (i.e., are audiovisual or multimedia equipment).

Pricing and percentage discounts are to be fixed for the term of any resulting contract, with the following exceptions:

- a) The University shall be advised of, and receive the benefit of, any price decrease automatically and immediately. Vendor shall provide written price reduction information within fifteen (15) days of its effective date.
- b) Requests for any price increase may be submitted by Vendor to the University in writing once annually during the month of October (i.e., during the period starting October 1st and ending October 31st), during the term of any resulting contract. Upon receipt of such request, the University may (a) accept the price increase, or (b) terminate the contract. Any price increase, if accepted, will take effect on January 1st of the following calendar year.

5.2 SHIPPING

Shipping terms shall be FOB Destination. Freight, handling, and distribution charges may be either (a) included in the total price of each item, or (b) listed separately on any quote / proposal.

5.3 INVOICES

Invoices for orders placed using a Purchase Order must (a) include the relevant Purchase Order number, and (b) be submitted electronically via the University's Vendor Invoice Submission Page (VISP) – instructions are included as **ATTACHMENT J – Vendor Invoice Submission Page**. The Vendor's failure to include the correct Purchase Order number may cause a delay in payment.

6.0 EVALUATION

6.1 SOURCE SELECTION

6.1.1 EVALUATION PROCESS

University employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found to be non-responsive, it will be rejected and will not be considered further, subject to Section 4.4 (Required Qualifications) of this RFP. All Responsive Offers will be evaluated based on stated evaluation criteria.

6.1.2 SUBSTANTIAL CONFORMITY

To be eligible for consideration, Vendor's offer must substantially conform to the specifications. Vendor's offer may be deemed to substantially conform to the specifications if it satisfies the purpose or objective of the business need, even without adhering to ALL of the specifications. Substantial conformity will be determined solely by the University. Offers that do not substantially conform may be rejected. Further, offers that are seriously deficient with regard to any one (1) or more singular specification(s) may be rejected.

6.1.3 CLARIFICATIONS

The evaluation committee may request clarifications from or open communications with any or all Vendors as allowed by 9 NCAC 06B.0307. However, the University may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms.

6.1.4 NO UNIVERSITY OBLIGATION

Vendors are advised that the University is not obligated to ask for, or accept after the offer deadline, data that may be essential for a complete and thorough evaluation of the offer.

6.2 EVALUATION CRITERIA

All Responsive Offers will be evaluated based on the following evaluation criteria (listed in order of importance):

- a) How well the Vendor's offer conforms to the specifications
- b) How each Vendor's offer compares with other Vendors' offers
- c) Pricing
- d) Strength of references
- e) Vendor past performance – Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the University, or violated rules or statutes applicable to public bidding in the State of North Carolina
- f) Risks associated with Vendor's offer

6.3 POSSESSION AND REVIEW

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

After award of contract the complete bid file will be available to any interested persons with the exception of trade secrets, test information or similar proprietary information as provided by statute

and rule. Any proprietary or confidential information which conforms to exclusions from public records as provided by N.C.G.S. §132-1.2 must be clearly marked as such in the offer when submitted. Under 1 NCAC 05B.0103, price information shall not be deemed confidential.

7.0 VENDOR INFORMATION AND INSTRUCTIONS

7.1 GENERAL CONDITIONS OF OFFER

7.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the University's intent as specified herein. Vendors are also responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP. If a Vendor discovers an inconsistency, error or omission in this RFP, the Vendor should request a clarification from the University's contact person.

7.1.2 RIGHTS RESERVED

While the University has every intention to award multiple contracts as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the University to award a contract. Upon determining that any of the following would be in its best interests, the University may:

- a) waive any formality, informality, or technicality;
- b) amend the solicitation;
- c) not award one or more line item(s);
- d) cancel or terminate this RFP;
- e) reject any or all offers received in response to this RFP;
- f) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- g) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
- h) not award, or if awarded, terminate any contract if the University determines adequate funds are not available; or
- i) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.

7.1.3 SOLICITATION AMENDMENTS OR REVISIONS

Any and all amendments or revisions to this document shall be made by written addendum issued by the University. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

7.1.4 ORAL EXPLANATIONS

The University will not be bound by oral explanations or instructions given at any time during the RFP process or after award.

7.1.5 PROHIBITED COMMUNICATIONS

During the evaluation period (i.e., from the offer deadline through the date of contract award, if any), each Vendor submitting an offer (including its representatives, subcontractors and/or

suppliers) is prohibited from having any communications with any person inside or outside of the University if the communication refers to the content of Vendor's offer or qualifications, the contents of another Vendor's offer, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication or information that could reasonably be considered to have the effect of directly or indirectly influencing the evaluation of offers and/or the award of the contract. Any Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the University's sole discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the University would not be served by the disqualification.

Only (a) those discussions, communications or transmittals of information authorized or initiated by the University regarding this RFP, or (b) general inquiries directed to the University's contact person named on the first page of this RFP regarding details of the RFP (prior to offer submission) or the status of contract award (after offer submission) are excepted from this provision.

7.1.6 AWARDS

The State of North Carolina has implemented the North Carolina electronic Vendor Portal (eVP) that allows the public to retrieve award notices and information on the Internet at <https://evp.nc.gov>. This information may not be available for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

7.1.7 PROTEST PROCEDURES

Protests of awards exceeding \$25,000 in value must be submitted to the University at the address given on the first page of this document. Protests must be received by the University within fifteen (15) calendar days from the date of the RFP award and provide specific reasons and any supporting documentation for the protest. All protests are governed by 9 NCAC 06B.1102.

7.2 GENERAL INSTRUCTIONS FOR VENDOR

7.2.1 QUESTIONS CONCERNING THE RFP

Written questions concerning this RFP will be received until October 7, 2024 at 3:00 PM Eastern Time (the "Written Questions Deadline"). Date and time of receipt shall be as indicated on the email received by the University; late submissions will not be accepted.

Written questions must be submitted to the contact person listed on Page One of this RFP via email. Please enter "Questions Solicitation RFP093024AMG" as the subject for the message. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

7.2.2 ADDENDUM TO RFP

If written questions are received prior to the Written Questions Deadline, an addendum comprising all such questions and responses to those questions, or any additional terms deemed necessary by the University, shall become an addendum to this RFP and will be provided via the eVP.

Critical updated information may be included in these addenda, if any. Therefore, it is important that all Vendors submitting an offer in response to this RFP periodically check the eVP for any and all addenda that may be issued prior to the offer deadline.

7.2.3 COSTS RELATED TO OFFER SUBMISSION

Costs for developing and delivering an offer in response to this RFP are entirely the responsibility of the Vendor. The University is not liable for any expense incurred by vendors in preparation of their offers.

All materials submitted in response to this RFP become the property of the University and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the University and the Vendor resulting from this RFP process.

7.2.4 MODIFICATIONS TO OFFER

An offer may not be unilaterally modified by the Vendor after the offer deadline.

7.2.5 BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the University reserves the right to reject any or all offers, in whole or in part, based on the following:

- a) late offers;
- b) unsigned offers;
- c) the University's determination that the offer is unsatisfactory as to quantity, quality, delivery, price or service offered;
- d) the Vendor's failure to comply with the intent or conditions of the solicitation document;
- e) the lack of competitiveness due to collusion or due to the knowledge that reasonably available competition was not received;
- f) error(s) in specifications or indication that revision(s) would be to the University's advantage;
- g) cancellation of, or changes in, the intended project or other determination that the commodity or service is no longer needed;
- h) limitation or lack of available funds;
- i) circumstances that prevent determination of the lowest priced or highest qualified technically acceptable offer; or
- j) any determination that rejection would be in the best interest of the University.

7.2.6 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

Vendors do not have to be registered with the NC Secretary of State to submit an offer; however, in order to receive an award/contract with the University, they must be registered. Registration can be completed at the following website: https://www.sosnc.gov/Guides/launching_a_business.

7.2.7 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register with the State of North Carolina to receive electronic notification of current procurement opportunities for goods and services available at the following website: <https://evp.nc.gov>. This RFP is available electronically on the eVP.

7.2.8 VENDOR INFORMATION

Vendor shall return with its offer a completed **ATTACHMENT C – Description of Offeror Form**.

7.2.9 VENDOR REFERENCES

Vendor shall return with its offer a list of references in accordance with **ATTACHMENT G – References**. The University may (but is not required to), at its sole discretion, contact any or all references provided by Vendor.

7.3 INSTRUCTIONS FOR OFFER SUBMISSION

7.3.1 GENERAL INSTRUCTIONS FOR OFFER

Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the offer and subsequent evaluation process:

- a) Organize the offer as outlined in Section 7.3.2 (Offer Organization) of this RFP. The Execution Page of this RFP should be placed at the front of the offer. Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP specification and the specific page of the response in the Vendor's offer.
- b) Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
- c) Clearly state your understanding of the intent of this RFP including your ability to meet the specifications as described herein and provide a cost offer.
- d) Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP.
- e) Furnish all information requested; and if response spaces are provided in this RFP, the Vendor shall furnish said information in the spaces provided. Any references in an answer to another location in the RFP materials or offer shall have specific page numbers and sections stated in the reference.
- f) Only information that is received in response to this RFP will be evaluated. References to information previously submitted or available via the internet will not suffice as a response to this solicitation.
- g) Any offer that does not adhere to these instructions may be rejected.

7.3.2 OFFER ORGANIZATION

The offer should be organized and indexed in the following format and should contain, at a minimum, all of the items listed below.

- a) Completed and signed Execution Page
- b) Completed eVP Number form
- c) Completed and signed Requirements Checklist (Attachment I)
- d) Signed receipt pages of any addenda released in conjunction with this RFP
- e) Cover Letter

- f) Table of Contents
- g) Completed Description of Offeror Form (Attachment C)
- h) Proof of Required Qualifications (reference Section 4.4 (Required Qualifications) of this RFP)
- i) Additional Information (reference Section 4.5 (Additional Information) of this RFP), including but not limited to a “Statement of Compliance”
- j) Completed Pricing (Attachment D)
- k) Signed Vendor Certification Form (Attachment E)
- l) Completed Location of Workers Utilized by Vendor Form (Attachment F)
- m) References (Attachment G)
- n) Completed and signed Certification of Financial Condition Form (Attachment H)
- o) Proof of insurance coverage (reference Section 11 (Insurance Coverage) of Attachment B – The University of North Carolina at Chapel Hill IT Terms and Conditions)
- p) Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.

7.3.3 OFFER SUBMITTAL

Due Date: October 28, 2024

Time: 3:00 PM Eastern Time

Offers must be submitted (a) by the due date and time, (b) via the North Carolina electronic Vendor Portal (eVP), located at <https://evp.nc.gov/>, and (c) with the Execution Page signed and dated by a duly authorized officer or representative of Vendor.

IMPORTANT NOTE: It is the Vendor’s sole responsibility to upload their signed offer to the eVP by the specified due date and time. Vendor shall bear the risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet issues, network issues, local power outages, or application issues.

Offers will be deemed non-responsive and will be rejected if any of the following are true:

- a) Offer was submitted *after* the due date and time (i.e., late offers);
- b) Offer was *not* submitted via the eVP (e.g., offer was submitted via facsimile (FAX) machine, telephone, email, or in any hardcopy format); or
- c) Offer was *not* signed on the Execution Page by a duly authorized officer or representative of Vendor.

All file names should start with the Vendor’s name first, in order to easily determine all the files to be included as part of the Vendor’s response. For example, files should be named as follows: Vendor Name – your file name.

File contents SHALL NOT be password protected, file formats must be in .PDF, .JPEG, .DOC or .XLS format, and files shall be capable of being copied to other sources. Inability by the University to open the Vendor's files may result in the Vendor's offer being rejected.

If the Vendor's offer contains any trade secrets (as defined in Attachment B, Section 18 (c) (Protection of Vendor Trade Secrets under NC Public Records Act)), then the Vendor must provide one (1) signed, original electronic copy and one (1) redacted electronic copy.

Additional information can be found via the North Carolina eProcurement Vendor Training link: <https://eprocurement.nc.gov/training/vendor-training>.

Questions or issues related to using the eVP should be directed to the North Carolina eProcurement Help Desk – reference the following link: <https://eprocurement.nc.gov/contact>.

8.0 OTHER REQUIREMENTS AND TERMS

8.1 VENDOR UTILIZATION OF WORKERS OUTSIDE THE UNITED STATES

In accordance with N.C.G.S. §143B-1361(b), the Vendor must detail in its offer the manner in which it intends to utilize resources or workers located outside the United States. The University will evaluate the additional risks, costs, and other factors associated with such utilization.

Vendor shall return with its offer a completed **ATTACHMENT F – Location of Workers Utilized by Vendor Form**.

8.2 FINANCIAL STABILITY

The Vendor shall provide evidence of financial stability by returning with its offer a completed **ATTACHMENT H – Certification of Financial Condition Form**.

8.3 VENDOR'S REPRESENTATIONS

8.3.1 QUALIFIED PERSONNEL

Vendor represents and warrants to the University that qualified personnel will provide all services in a professional manner. "Professional manner" means that the personnel performing the service(s) will possess the skill and competence consistent with the prevailing business standards in the industry.

8.3.2 INTELLECTUAL PROPERTY

Vendor represents and warrants to the University that (a) it has the right to provide the services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party, and (b) its services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

8.3.3 INHERENT SERVICES

If any services or other Deliverables, functions, or responsibilities not specifically described in this RFP are (a) required for Vendor's proper performance, provision or delivery of the services or other Deliverables, or (b) an inherent part of or necessary sub-task included within the services, they will be deemed to be implied by and included within the scope of any resulting contract to the same extent and in the same manner as if specifically described in this RFP.

8.3.4 VENDOR PERFORMANCE

Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under any resulting 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 under any resulting contract; and that entering into any resulting contract is not prohibited by any other contract, or order by any court of competent jurisdiction.

8.4 PERSONNEL

The University may, in its sole discretion, terminate the services of any person providing services under any resulting contract. Upon such termination, the University may request acceptable substitute personnel or terminate the services provided by such personnel.

8.5 SECURITY AND BACKGROUND CHECKS

Any personnel or agent of Vendor performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the University.

8.6 DISCLOSURE OF LITIGATION

8.6.1 The Vendor shall notify the University in its offer if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide services under any contract awarded to the Vendor pursuant to this RFP, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. The Vendor shall promptly notify the University of any criminal litigation, investigations or proceeding involving the Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors, during the term of any contract awarded to the Vendor pursuant to this RFP.

8.6.2 The Vendor shall notify the University in its offer, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or any of its subcontractors during the three (3) years preceding its offer, or which may occur during the term of any contract awarded to the Vendor pursuant to this RFP, that involve (1) services or goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to the University to the extent that they affect the financial solvency and integrity of the Vendor or subcontractor.

8.6.3 All notices under subsection A and B herein shall be provided in writing to the University within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the University.

8.7 CRIMINAL CONVICTION

In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is (a) convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; (b) convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving

stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; (c) convicted under State or federal antitrust statutes; or (d) convicted of any other criminal offense which in the sole discretion of the University reflects upon the Vendor's business integrity, such Vendor shall be prohibited from entering into a contract for goods or services with any department, institution or agency of the State.

8.8 ASSURANCES

In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to the University pursuant to this Section, or of which the University otherwise becomes aware, during the term of any resulting contract, causes the University to be reasonably concerned about:

- a) the ability of the Vendor or its subcontractor(s) to continue to perform the contract in accordance with its terms and conditions, or
- b) whether the Vendor or its subcontractor(s), in performing services under the contract, is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of contract or violation of law, regulation or public policy, then the Vendor shall be required to provide the University all reasonable assurances requested by the University to demonstrate that the Vendor or its subcontractor(s): (i) will be able to continue to perform the contract in accordance with its terms and conditions, and (ii) will not, in performing services under the contract, engage in conduct which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

8.9 CONFIDENTIALITY OF OFFERS

All offers and any other RFP responses shall be made public as required by the NC Public Records Act and GS 143B-1350. Vendors may mark portions of offers as confidential or proprietary, after determining that such information is excepted from the NC Public Records Act, provided that such marking is clear and unambiguous and preferably at the top and bottom of each page containing confidential information. Standard restrictive legends appearing on every page of an offer are not sufficient and shall not be binding upon the University.

Certain University information is not public under the NC Public Records Act and other laws. Any such information which the University designates as confidential and makes available to the Vendor shall be protected by the Vendor from unauthorized use and disclosure. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the University generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the University. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the University has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

8.10 PROJECT MANAGEMENT

All project management and coordination on behalf of the University shall be through a single point of contact designated as the University Project Manager. The Vendor shall designate a Vendor Project Manager who will provide a single point of contact for management and coordination of the Vendor's work. All work performed pursuant to any resulting contract shall be coordinated between the University Project Manager and the Vendor Project Manager.

8.11 MEETINGS

The Vendor is required to meet with University personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of any resulting contract. Meetings will occur as problems arise and will be coordinated by the University. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted.

8.12 RECYCLING AND SOURCE REDUCTION

It is the policy of this University to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the University those products or packaging they offer which have recycled content and that are recyclable.

ATTACHMENT A: DEFINITIONS

- 1) **AV:** Audiovisual.
- 2) **Contract Price:** The University's actual cost or sale price which is based on the Vendor's discount off of the manufacturer's current List Price.
- 3) **Deliverables:** Deliverables, as used herein, shall comprise all hardware, Vendor services, professional services, software and provided modifications to any software, and incidental materials, including but not limited to any goods, software, services, licenses, data, reports and documentation provided or created during the performance or provision of services hereunder.
- 4) **eVP:** The North Carolina electronic Vendor Portal (eVP), located at <https://evp.nc.gov/>, is the State of North Carolina's system to connect vendors with state government organizations that purchase goods and services.
- 5) **FOB Destination:** Title transfers from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges.
- 6) **Installation Services:** The installation of equipment, cabling, and associated system components. Installation may include, but is not limited to, configuration, programming, testing, and commissioning.
- 7) **Integration Services:** The blending of technologies, including but not limited to microphones, speakers, cameras, projectors, displays, control panels, etc. and related Software and accessories into a functioning AV system. Integration may include, but is not limited to, design, engineering, fabrication, assembly, installation, programming, testing, commissioning, project management, and support.
- 8) **List Price:** The price at which the manufacturer recommends a retailer or reseller sell a product – also known as the manufacturer's suggested retail price (MSRP).
- 9) **Minimum Advertised Price:** The manufacturer's established lowest price that any retailer or reseller may advertise for a product, whether online, in print, or using any other method of publicly displaying that product's price.
- 10) **Responsive Offer:** An offer that was submitted in accordance with Section 7.3.3 (Offer Submittal) by a vendor that (a) is able to comply with the requirements listed in Section 4.2 (Requirements), and (b) meets the Required Qualifications outlined in Section 4.4 (Required Qualifications) of this RFP.
- 11) **Software:** All compiled or uncompiled source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts, or other materials that constitute the software programs necessary for the proper function and operation of an integrated AV system.
- 12) **Support Services:** Support and maintenance services provided by Vendor post-installation, or as required, on AV systems and equipment, supporting components, control systems, and associated infrastructure and cabling. Support Services include, but are not limited to, on-site service and troubleshooting, repair or replacement of defective items, and extended maintenance renewals for hardware and associated software and firmware.
- 13) **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.

ATTACHMENT B: THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL INFORMATION TECHNOLOGY (IT) TERMS AND CONDITIONS

1. DEFINITIONS. As used herein,

(a) "Agreement" or "Contract" means these Terms and Conditions for Procurement of Information Technology Products, Software and Services and incorporating the University's Purchase Order and any Statement of Work executed by the Parties under this Agreement.

(b) "Documentation" means the user manuals and guides to operations issued by Vendor from time-to-time for the Software.

(c) "Parties" means the University and the Vendor (each, individually, a "Party").

(d) "Products" means all hardware, equipment, project materials, Software, data, goods, and documentation to be delivered hereunder to University by Vendor in accordance with the Solicitation Document and/or Purchase Order(s), as applicable.

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

(f) "Services" means all services to be performed by Vendor for University under this Agreement, the Solicitation Document, and/or the Purchase Order(s), as applicable.

(g) "Software" is defined in Attachment A (Definitions) to the RFP.

(h) "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.

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

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

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

2. PAYMENT TERMS.

(a) *Terms.* All invoices shall be submitted electronically via the University's Vendor Invoice Submission Page (VISP), 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 and Services, whichever is later. For Software purchases, the total license fee and the support and/or maintenance fee (provided the University subscribes or purchases such services) for the first year shall be invoiced upon delivery of the Software. The Software support and/or maintenance fee for subsequent Contract years, if any, will be invoiced annually sixty (60) days prior to the anniversary date beginning each subsequent year.

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

3. TAXES. Any applicable taxes shall be invoiced as a separate item. Invoices shall not include North Carolina Sales & Use Tax. The University is exempt from North Carolina Sales & Use Tax for all qualifying purchases. The University's North Carolina Sales & Use Tax exemption number is 400028. The University shall not be responsible for income or property taxes which are responsibility of the Vendor.

4. 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 may be either (a) included in the total price of each item, or (b) listed separately. Any additional charges shall not be honored for payment unless authorized in writing by the University. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the Purchase Order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

5. STANDARDS.

(a) *Manufacturing Requirements.* Manufactured items and/or fabricated assemblies comprising Products shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable.

(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, Vendor shall provide a justification statement explaining why the Products are not Energy Star compliant.

(c) *Quality Assurance.* Vendor 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.* Vendors 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 Vendor shall be made at the expense of Vendor.

(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, Vendor 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; (4) provide the most current SOC 2 Type 2 report at least once every 2 years or at the University's reasonable request; (5) maintain ISO/IEC 27000 series information security best practices; and (6) in the event Vendor 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. The University reserves the right to conduct or request the Vendor to have an independent third party security audit performed.

6. TRAVEL EXPENSES. Unless otherwise agreed by the Parties, Vendor may be reimbursed for documented travel expenses arising under the performance of this Agreement at the out-of-state rates set forth in North Carolina General Statute §138-6; as amended from time to time. Vendor 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/>. Vendor 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 Vendor-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 Vendor is required to be in North Carolina performing Services for which it is necessary to be on site under this Agreement.

7. SUBCONTRACTING. The Vendor may subcontract the performance of Services to third parties only with the prior written consent of the University. The Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same regulatory obligations and standards required of the Vendor under this Agreement.

8. ASSIGNMENT. This Agreement may not be assigned by either Party without the prior written consent of the other Party. In cases where the Vendor seeks to assign this Agreement prior to the University's written approval of an assignment, the Vendor assignor shall affirm in writing to the University that the assignee is fully capable of performing all obligations of the Vendor under this Agreement. In cases where vendors who have been awarded contracts are involved in corporate consolidations, acquisitions, or mergers, the University may, at its sole discretion, negotiate agreements for the transfer of contractual obligations and the continuance of contracts within the framework of the new corporate structures.

9. CARE OF PROPERTY. Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this Agreement or purchased by it for this Agreement and will reimburse the University for loss of damage of such property.

10. INDEPENDENT CONTRACTORS. Vendor 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.

11. INSURANCE COVERAGE.

(a) *Generally.* Vendor's insurance policies shall meet all laws of the State of North Carolina and shall be obtained from companies licensed or approved to do business in the State of North Carolina with an A.M. Best rating of not less than A-VII. The minimum coverage limitations indicated below shall not be interpreted as limiting Vendor's liability and obligations under this Agreement. University shall not be deemed or construed to have assessed the risk that may be applicable to Vendor. Vendor shall assess its own risks and, if it deems appropriate, maintain higher limits and broader coverages. University shall be listed as an additional insured. Vendor will provide thirty (30) days advance notice to 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 University shall be non-contributing.

(b) *Commercial General Liability.* Vendor, 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; (ii) Products/Completed Operations Aggregate: \$2,000,000; (iii) Personal/Advertising Injury: \$1,000,000; and (iv) Each Occurrence Limit: \$1,000,000. Umbrella or excess liability insurance may be used to meet the CGL coverage limit requirements.

(c) *Workers' Compensation Insurance.* Vendor, 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, covering all of Vendor's employees who are engaged in any work under this Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under this Agreement.

(d) *Automobile Liability Insurance.* Vendor, 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.

(e) *Professional Liability (Errors and Omissions Liability), including Cyber Liability.* Vendor, at its sole cost and expense, shall maintain Professional Liability insurance with the following minimum limits of liability: (i) \$1,000,000 per loss and (ii) \$1,000,000 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, Vendor 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, Vendor 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, Vendor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.

12. AVAILABILITY OF FUNDS. Any and all payments to the Vendor are contingent upon and subject to the availability of funds to the University for the purpose set forth in this Agreement.

13. INDEMNIFICATION AGREEMENT. Vendor 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 or the Services performed by Vendor; (ii) a breach of this Agreement by Vendor; or (iii) any misconduct or acts of negligence by Vendor. Vendor shall pay all royalties and license fees for third party Products it provides to the University under this Agreement. Vendor shall indemnify, defend and hold harmless University from and against any claim asserted against University alleging that the Products or Services or the use of the Products or Services by University constitutes a misappropriation of any proprietary or trade secret information or an infringement of any patent, copyright, trademark or other intellectual property right.

14. TERMINATION FOR CONVENIENCE. The University may terminate this Agreement at any time by giving thirty (30) days prior notice in writing to the Vendor. In the event the Agreement is terminated for the convenience of the University, the University will pay for all documented Services performed and Products delivered in conformance with the Agreement up to the date of termination.

15. DEFAULT; TERMINATION FOR CAUSE.

(a) If either Party fails to meet any material requirement of this Agreement, notice of the failure or default is provided to the defaulting Party by the non-defaulting Party, and the failure is not cured within thirty (30) calendar days of the defaulting Party's receipt of the notice of default, then the non-defaulting Party may terminate this Agreement for cause and pursue any rights or remedies provided by law or under this Agreement.

(b) Pursuant to the North Carolina Administrative Code, in the event Vendor defaults under a contract with the University, the University may procure replacement goods and services on the open market and charge Vendor for any additional costs occasioned thereby, and the University may initiate proceedings with the State of North Carolina to de-bar Vendor from doing future business with agencies of the State of North Carolina. (See NCAC Title I, Chapter 5B.1520).

(c) Vendor shall be in default if it submitted a certification for price-matching preference under Executive Order #50 and G.S. § 143-59 that was false and/or contained materially misleading or inaccurate information, and/or Vendor failed to provide information and documentation requested by the University to substantiate Vendor's certification. The State of North Carolina may take action against Vendor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

16. FORCE MAJEURE. Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, riot, strikes, civil insurrection, acts of public officials, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

17. CONFIDENTIALITY; CARE OF INFORMATION.

(a) *Confidentiality.* Any information, data, documents, studies and reports given to or prepared or

assembled by the Vendor 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 Vendor is served with a subpoena related to University data, then, unless prohibited by law, Vendor 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 Vendor Trade Secrets under NC Public Records Act.* The University will maintain the confidentiality of Vendor'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). Vendor 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 Title 09, Chapter 6B.1001). 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.

(d) *Protection of University's Sensitive and Confidential Information.* Vendor 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 Vendor 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 Vendor becomes aware of a confirmed or suspected exposure of Sensitive and/or Confidential University Information, Vendor shall notify the UNC-Chapel Hill Help Desk (919-962-HELP) and ask that a "critical Remedy ticket" be created with the University's Information Security Office. Vendor shall provide a telephone number at which the reporting party can be reached for more detail. The Help Desk takes calls 24x7x365. Vendor shall not provide any information regarding the risk to Sensitive Information or Confidential Information until contacted via telephone by a UNC-Chapel Hill incident handler. Upon being contacted by the incident handler, the Vendor agrees to provide UNC-Chapel Hill with access to any information that is pertinent to the investigation of the possible compromise of UNC-Chapel Hill'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, University grants to Vendor a non-exclusive, non-transferable, limited right to use University data received or accessed by Vendor in the course of performing the Services under this Agreement. All right, title and interest in the data shall remain with the University or end users, as applicable. Vendor 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.* Vendor 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 Services involve the hosting or accessing of student education records by Vendor, Vendor acknowledges and agrees that (i) the University has outsourced to Vendor the performance of institutional services or functions for which the University would otherwise use its own employees, (ii) Vendor 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 CFR 99), (iii) Vendor is under the direct control of the University with respect to Vendor's use and maintenance of data in the education records, and (iv) Vendor will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Vendor 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.

18. IMPLEMENTATION; CONFLICTS/INCONSISTENCIES. This Agreement shall be implemented by a University Purchase Order. For purposes of construing a transaction as an integrated contract, the following shall be considered a single transaction and a legal and binding contract: (i) the University Purchase Order(s); (ii) any signed Statement of Work or other document directly related to this Agreement that has been signed by authorized representatives of both Parties; (iii) the Solicitation Document; (iv) this Agreement; and (v) Vendor's technical and cost proposals submitted in response to the Solicitation Document. In the event of a conflict or inconsistency between these contract documents, the order of precedence shall be the order listed above, where clause "(i)" receives the highest priority and clause "(v)" receives the lowest priority.

19. 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 Vendor 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 Vendor are hereby rejected unless accepted in writing by the University's Purchasing Services Department or the Vice Chancellor for Finance and Administration. The University shall not be responsible for services or 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 goods or services exceeding \$5,000 must be signed by a duly authorized officer of the University's Purchasing Services Department, or the University's Vice Chancellor for Finance and Administration or his/her delegate.

20. ADVERTISING. Vendor shall not use the existence of this Agreement or the name, logo, images or trademarks of the University of North Carolina at Chapel Hill as a part of any marketing or commercial advertising without prior written approval of the University. Requests to use the University's name, logo, images or trademarks should be directed to the University's Office of Trademarks and Licensing (<https://licensing.unc.edu/>).

21. EXPORT CONTROL CLASSIFICATION. Vendor 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.

22. NONDISCRIMINATION. Vendor shall abide by the requirements of 41 CFR 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. Vendor will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, disability, or appropriate inquiries regarding compensation.

23. 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.

24. COMPLIANCE WITH LAWS. Each Party shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its operations, including those of federal, state, and local agencies having jurisdiction and/or authority.

25. GOVERNING LAW AND VENUE. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. 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.

26. 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.

27. PROJECT BUDGET REPORTING. Vendor shall prepare a project budget plan for its Services ("Project Budget Plan") and shall regularly update and maintain such plan to reflect mutually agreed changes thereto. The initial and each subsequent version of the Project Budget Plan shall be submitted to the University project manager for her or his written approval. The Project Budget Plan shall include variances between the original (and not adjusted unless specified by University) Project Budget Plan and actual costs. Vendor shall immediately notify the University project manager in writing of any variance greater than five percent (5%) between costs as budgeted in the Project Budget Plan and as actually incurred.

28. TIME SHEETS. Upon request by the University, Vendor shall provide to the University weekly time sheets for all Vendor personnel and contractors that performed billable Services during the immediately preceding week. All such time sheets shall be in form and detail acceptable to University and shall include a reasonably detailed description of the Services performed, including the date, hours worked and related expenses incurred, and a reference to the applicable Purchase Order number, and shall be signed by both the applicable Vendor employee (or contractor) and the Vendor project manager.

29. INVOICES. On a monthly basis, Vendor shall issue invoices for Services performed during the immediately preceding month. Each invoice shall include a summary of charges (by person by hour) that pertain to the Services being billed under such invoice and shall otherwise be in a form and detail acceptable to University. Invoices shall not include fees for greater than forty (40) hours per week for any Vendor employee or contractor unless such time over forty (40) hours was approved in writing by University. By submitting an invoice, Vendor certifies that the amount billed is accurate with respect to the fees, charges and expenses set forth therein.

30. 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. Vendor 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 Vendor prior to, or independently from, its engagement hereunder, Vendor retains ownership of such Technical Elements and Vendor hereby grants to the University a perpetual, worldwide, fully paid-up

limited license to use such Technical Elements for University related purposes.

31. QUALIFIED PERSONNEL; INTERVIEWS. Vendor shall ensure that qualified personnel of the Vendor 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 information technology industry. Prior to Vendor commencing the provision of the Services, upon the University's request, the University shall have the opportunity to review resumes and conduct interviews of the personnel who Vendor 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 Vendor.

32. PERSONNEL. 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 Vendor.

33. ACCEPTANCE CRITERIA. Acceptance testing is required for the Products and Services. In the event acceptance of the Products and Services is not described in the Solicitation Documents or a Statement of Work, the University may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure the Products and Services' compliance with the University's specifications set forth in the Solicitation Document. The University shall notify Vendor in writing within fifteen (15) calendar days following University's discovery that the Products and Services are non-conforming and are unacceptable. Products and Services that fail to comply with specifications set forth in the Solicitation Document may be rejected upon the initial acceptance testing or at any later time if the defects associated with the Products and Services were not reasonably ascertainable at the time of the initial acceptance testing. The notice shall specify in reasonable detail the ways in which the Products and Services are non-conforming. If Vendor fails to promptly cure the defect or re-perform the Services, the University may deem the Vendor in default of this Agreement and may pursue any rights and remedies available to University.

34. UNANTICIPATED TASKS. In the event that additional billable work must be performed that was wholly unanticipated, and that is not specified in the Purchase Order(s), but which in the opinion of both Parties is necessary to the successful accomplishment of the contracted scope of work, Vendor shall prepare a work authorization to be submitted to the University's project manager and to the University's Department of Procurement Services. All work authorizations must be written and signed by Vendor and an authorized representative in the University's Department of Procurement Services prior to Vendor beginning any such additional billable work.

35. KNOWLEDGE SHARING. As part of the Services provided by Vendor, Vendor shall provide University with Know-How with respect to the functions, features, operation, configuration and support and maintenance of the Software or other Products provided by Vendor to enable University to become reasonably self-reliant with respect to the day-to-day operation and support and maintenance of such Products or Software. "Know-How" means concepts, techniques, information, reports, programs, program materials, documentation, diagrams, notes, outlines, flow charts, user interfaces, technology, formulas, processes and algorithms that are used to effectively use, implement, support and/or maintain the Software or other Products installed or provided by Vendor.

36. SOFTWARE.

(a) *License Grant.* Vendor grants to the University a worldwide, perpetual license to use all Software in connection with the establishment, use, maintenance, and modification of any AV system implemented by Vendor.

(b) *Modifications.* The University may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the relevant AV system. Vendor shall not override any University-made modifications to the source code in the course of providing support without the prior written consent of the University.

37. MAINTENANCE/SUPPORT SERVICES. Unless otherwise provided in the University's Solicitation Document or in an attachment hereto, for the first year and all subsequent years during the term of this Agreement, Vendor agrees to provide the following services for the current version and one previous

version of the Software, commencing upon delivery of the Software:

(a) *Error Correction.* Upon notice by University of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The University shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the software program. Vendor and the University shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or effect maintenance services under this section.

(b) *Notice.* Vendor shall notify the University of any material errors or defects in the Software known or made known to Vendor from any source during the term of this Agreement that could cause the production of inaccurate or materially incorrect results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.

(c) *Updates.* Vendor shall provide to the University at no additional charge all new releases and bug fixes for the Software developed or published by Vendor and made generally available to its other customers at no additional charge. All such updates shall be a part of the Software and, as such, shall be governed by the provisions of this Agreement.

(d) *Telephone Assistance.* Vendor shall provide the University with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve software problems during normal business hours. Vendor shall promptly respond to University telephone requests for Software program maintenance service.

(e) *Support and Maintenance Fees.* Increases in Vendor's annual support and maintenance fees shall not exceed three percent (3%) over the support and maintenance fees for the previous year. In no event shall the support and maintenance fee rate paid by University exceed Vendor's then-current support and maintenance rate charged to any of its similarly-situated customers. If the University fails to pay or chooses not to pay for support and maintenance services for the Software, the University may continue to use the Software pursuant to the license granted hereunder, but will not be entitled to receive routine support and maintenance services for such Software.

38. WARRANTY TERMS.

(a) If the Vendor is not the manufacturer of the Products, Vendor 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 Vendor and inure to the benefit of the University. In the event such manufacturer warranties fail to pass through the Vendor and inure to the benefit of the University, the Vendor shall pay, indemnify and hold the University harmless from all losses, damages and expenses resulting from such failure.

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

(i) Vendor represents and warrants to 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 meets the specifications set forth in the Solicitation Document. Following receipt of written notice thereof, Vendor promptly shall respond to any failure to comply with the representations and warranties in this subsection, and Vendor promptly shall repair, replace or correct the Products at Vendor'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 University.

(ii) Vendor 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 Vendor 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) Vendor represents and warrants to University that the Software demonstrated to University, to the extent applicable, during Vendor's on-campus demonstrations: (1) represents a generally available version of the Software; and (2) was configured but not otherwise modified by Vendor 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 Vendor's demonstrations.

(v) Vendor 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](#).

39. ACCESS TO PERSONS AND RECORDS. During the relevant period required for retention of records by State law (N.C. Gen. Stat. §§ 121-5 and 132-1 et seq.), 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.

40. 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.

ATTACHMENT C: DESCRIPTION OF OFFEROR FORM

Provide the information about the offeror.

Offeror's full name	
Offeror's address	
Offeror's telephone number	
Ownership	<input type="checkbox"/> Public <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary <input type="checkbox"/> Other (specify)
Date established	
If incorporated, State of incorporation	
North Carolina Secretary of State Registration Number, if currently registered	
Number of full-time employees on January 1 st for the last three years or for the duration that the Vendor has been in business, whichever is less	
Locations where Offeror has an office	
Territory Offeror generally supports	
Offeror's Contact for this RFP: Contact's name Title Email address Telephone Number	
Offeror's Contact if awarded a contract: Contact's name Title Email address Telephone Number	

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included as HUBs are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to N.C.G.S. §§ 143B-1361(a), 143-48 and 143-128.4, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Contact the North Carolina Office of Historically Underutilized Businesses at 919-807-2330 with questions concerning NC HUB certification. <http://ncadmin.nc.gov/businesses/hub>

Respond to the questions below.

1. Is Vendor a Historically Underutilized Business? ☐ Yes ☐ No
2. Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☐ No

If so, state HUB classification:

ATTACHMENT D: PRICING

Reference the attached spreadsheet.

Complete **ATTACHMENT D – Pricing** and submit with your proposal.

The list of products / manufacturers included in **ATTACHMENT D – Pricing** is *not* intended to be comprehensive of all products / manufacturers that may be provided by Vendor under any resulting contract. Other products / manufacturers not listed may be provided by Vendor under a resulting contract, provided that those products / manufacturers fall under the scope of the RFP (i.e., are audiovisual or multimedia equipment).

ATTACHMENT E: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).

The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor.

The University reserves the right to disqualify any vendor if the University determines that the vendor has used its position (whether as an incumbent vendor, or as a subcontractor hired to assist with the RFP development, or as a vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

2) CONFLICT OF INTEREST

Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of any resulting contract, nor in the preparation of any response to this RFP, any personnel who are, or have been, employed by a vendor also in the employ of the University and who are providing services involving, or similar to, the scope and nature of this RFP or any resulting contract.

3) E-VERIFY

Pursuant to N.C.G.S. § 143B-1350(k), the University shall not enter into a contract unless the awarded Vendor and each of its subcontractors complies with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Vendors claiming exceptions or exclusions under Chapter 64 must identify the legal basis for such claims and certify compliance with federal law regarding registration of aliens including 8 USC 1373 and 8 USC 1324a. Any awarded Vendor must submit a certification of compliance with E-Verify to the University, and on a periodic basis thereafter as may be required by the University.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

As a condition of contract award, the awarded Vendor shall have registered its business with the North Carolina Secretary of State and shall maintain such registration throughout the term of any resulting contract.

Vendor Name

Signature

Date

Printed Name

Title

[This certification must be signed by an individual authorized to sign on behalf of the Vendor]

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR FORM

In accordance with N.C.G.S. §143B-1361(b), Vendor must identify (a) how it intends to utilize resources or workers located outside the U.S., and (b) the countries or cities where such resources or workers are located. The University will evaluate additional risks, costs, and other factors associated with the Vendor's utilization of resources or workers located outside the U.S. prior to making an award for any such Vendor's offer. The Vendor shall provide the following:

- a) The location of work to be performed by the Vendor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Vendor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.
- b) Any Vendor or subcontractor providing support or maintenance services for software or call or contact center services shall disclose the location from which the services are being provided upon request.

Will Vendor perform any work outside of the United States?

☐ YES ☐ NO

ATTACHMENT G: REFERENCES

Vendor shall provide three (3) references of customers for which it currently provides audiovisual and multimedia equipment, Installation / Integration, and Support Services. References within higher education whose size and needs are similar to those of the University are encouraged. Notwithstanding the foregoing, Vendor shall not include references from The University of North Carolina at Chapel Hill.

For each reference, the Vendor shall provide the following information:

- a. Customer name
- b. Customer address
- c. Current telephone number and email address of a customer employee familiar with the Vendor
- e. Time period over which Vendor has been providing equipment and services to Customer

ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION FORM

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the University within fifteen (15) days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature

Date

Printed Name

Title

[This certification must be signed by an individual authorized to sign on behalf of the Vendor]

ATTACHMENT I: REQUIREMENTS CHECKLIST

Indicate "Yes" or "No" in response to the following:

1. If awarded a contract, will your firm be able to adhere to the following requirements in the performance of that contract? Reference Section 4.2 (Requirements) of the RFP.
 - a. Vendor must be currently authorized by the manufacturer of any equipment provided under any resulting contract to sell their products and provide warranty service.
☐ Yes ☐ No
 - b. Vendor must perform all services provided under any resulting contract in accordance with standards adopted, endorsed, or set forth by (a) the University, including those prescribed by federal and State of North Carolina laws, and those adopted as University policy, and (b) Audiovisual and Integrated Experience Association (AVIXA).
☐ Yes ☐ No
 - c. All employees and subcontractors of Vendor who are tasked with providing Installation Services under any resulting contract shall be competent technicians who are experienced in the installation of professional audiovisual and multimedia systems. Vendor shall have at least one (1) lead installer at the installation site at all times during any installation who (a) has a Certified Technology Specialist (CTS) or higher certification, and (b) will provide supervision and oversight of other personnel.
☐ Yes ☐ No
 - d. All employees of Vendor who are tasked with providing Support Services under any resulting contract shall be competent technicians who are experienced in the support and maintenance of professional audiovisual and multimedia systems.
☐ Yes ☐ No
 - e. The manufacturer's standard warranty or better shall apply for all equipment purchases. The warranty shall be for a minimum period of twelve (12) months from date the equipment is put into operation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the University. Vendor shall provide a copy of the manufacturer's standard warranty at the University's request.
☐ Yes ☐ No
2. Does your firm meet the following Required Qualifications? Reference Section 4.4 (Required Qualifications) of the RFP.
 - a. Vendor must be a firm with at least five (5) years of experience providing professional Integration Services for audiovisual and multimedia systems.
☐ Yes ☐ No

b. Vendor shall have personnel on staff with the following certifications:

i. Certified Technology Specialist (CTS)

☐ Yes ☐ No

ii. Project Management Professional (PMP)

☐ Yes ☐ No

iii. Control System Programming – Level 1

☐ Yes ☐ No

iv. Digital Signal Processing (DSP) Programming – Level 1

☐ Yes ☐ No

c. Vendor shall have as full-time employees at least two (2) workers whose primary duties are equipment installation.

☐ Yes ☐ No

I attest that I have provided complete and correct information on this form to the best of my knowledge.

Vendor Name

Signature

Date

Printed Name

Title

[This attachment must be signed by an individual authorized to sign on behalf of the Vendor]

Connect CAROLINA

Submitting an Invoice against a PO

Using VISP (Vendor Invoice Submission Page)

1. Navigate to <https://vendor.itsapps.unc.edu/visp/vendor>

2. Enter the PO, Invoice and Contact information.

Note: All fields are required.

3. Click the **Validate** button.

Note: When you click the Validate button, the system verifies that there is a valid PO associated with the Vendor ID. It also checks that the invoice you are submitting hasn't already been processed. If you receive an error, double-check the information you entered and click Validate again. If you continue to receive errors, contact Procurement Services or call the help desk at 962-HELP.

UNC Vendor Invoice Submission Page

Validate Purchase Order

Enter PO and Invoice information and click Validate. All fields are required.

UNC Business Area:

Vendor ID:

PO ID:

Invoice Number:

Invoice Date: (Ex: 09/30/2014)

Contact Name:

Contact Email:

Contact Phone: (Ex: 919 555-1212)

4. Click the **Browse** button.

Browse to Select Invoice file(s) and then click Upload.

No files selected.

Note: Maximum file size is 1.5MB

5. Select the appropriate file, such as an invoice or supporting documentation.

Note: Each file must be 1.5 MB or less in size and must be in PDF format. To reduce the size, try scanning your documents in black and white instead of color. Scanning at a lower resolution, such as 200 or 300 dpi (dots per inch) will decrease file size as well.

6. Click **OK**.

7. Click the **Upload** button.

Note: All invoices submitted should include the receipt number and/or line payment instructions as well as any other special instructions that are needed.

8. When you are done attaching files, click the **Invoice Complete** button.