

## **STATE OF NORTH CAROLINA**

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

**Request for Proposal #: 65-11172023-LPR-TCM**

**License Plate Recognition Technology**

**Date of Issue: 11/21/2023**

**Proposal Opening Date: 12/15/2023**

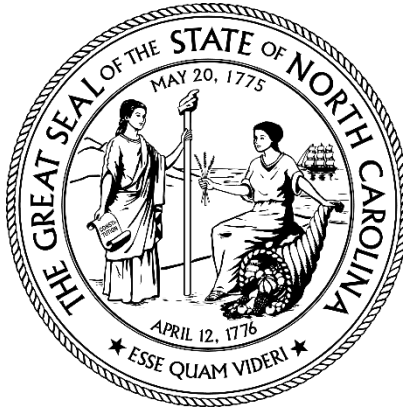
**At 03:00PM ET**

**Direct all inquiries concerning this RFP to:**

Troy Morse

Director of Purchasing Services

Email: [troy.morse@unc.edu](mailto:troy.morse@unc.edu)



## STATE OF NORTH CAROLINA

### Request for Proposal #

**65-11172023-LPR-TCM**

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

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

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

*Electronic responses ONLY will be accepted for this solicitation.*

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

Refer <u>ALL</u> Inquiries regarding this RFP to: <b>Troy C. Morse</b> <b>troy.morse@unc.edu</b>	Request for Proposal #: <b>65-11172023-LPR-TCM</b>
	Proposals will be opened: <b>December 15th, 2023</b>
Using Agency: <b>The University of North Carolina at Chapel Hill</b>	Commodity No. and Description: <b>46000000: Defense, Law Enforcement, Security and Safety Equipment</b>
Requisition No.: <b>1000900425</b>	

**EXECUTION**

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

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

- this proposal is submitted competitively and without collusion (G.S. 143-54; 09 NCAC 06B .0401),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

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

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

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

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

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

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and **THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL TERMS & CONDITIONS FOR PROCUREMENT OF INFORMATION TECHNOLOGY PRODUCTS, SOFTWARE, AND SERVICES** incorporated herein.

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

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

**VALIDITY PERIOD**

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: 90 days or such date as extended by mutual agreement of the Vendor and University in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the University, who is issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of The University of North Carolina at Chapel Hill)**

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## 1.0 PURPOSE AND BACKGROUND

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The University of North Carolina at Chapel Hill, for its Department of Campus Safety (the “University”) is seeking to contract with a Vendor for license plate recognition technology. The University wishes to enhance campus and public safety by installing license plate recognition (LPR) technology across key areas of the campus. This technology has proven to be a deterrent to criminal activity in and around installation sites and will serve as a forensic tool to assist in locating suspects and solving crimes after they occur. The cameras will record the exterior of vehicles for the purpose of capturing license plate information. The University will only accept proposals from a system integrator that will serve as the prime contractor and who can provide full ‘turnkey’ services. A Systems Integrator specializes in bringing together subsystems into a whole and ensuring that those subsystems function together. Subsystems shall include video surveillance, access control, intrusion systems and sensory notification systems.

The intent of this solicitation is to award a University Term Contract.

### 1.1 CONTRACT DEFINITION AND TERM OF RESULTING CONTRACT

“Contract” or “Agreement” means all provisions and attachments of this RFP, along with any addenda; clarifications, Best and Final Offer; written results of any negotiations; and any Purchase Orders or Statements of Work, which are incorporated by reference, shall constitute the written agreement between the Parties (“Contract”). Unless otherwise expressly agreed to in writing by the Parties, any resulting Contract or Agreement shall be governed by ATTACHMENT C: THE UNIVERSITY OF NORTH CAROLINA GENERAL TERMS & CONDITIONS FOR THE PURCHASE OF INFORMATION TECHNOLOGY PRODUCTS, SOFTWARE, AND SERVICES.

The Contract shall have an initial term of three (3) years (“Initial Term”), beginning on the date the University executes the RFP on page 2 (the “Effective Date”). At the end of the Contract’s Initial Term, the University shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to seven (7) additional one-year terms (each a “Renewal Term”). The University will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. The Initial Term and any Renewal Term may be collectively referred to as the “Term.”

Proposals shall be submitted in accordance with this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

### 2.2 E-PROCUREMENT FEE. Intentionally omitted.

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, The University of North Carolina at Chapel Hill Terms & Conditions for Procurement of Information Technology Products, Software, and Services; all relevant exhibits and attachments; and any other components made a part of this RFP and comply with all requirements and specifications 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 Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The University may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation, as that term is defined in 09 NCAC 06A .0102 (11) and as detailed in, 09 NCAC 06B, the University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s

proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the Validity Period noted above.

The University may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of 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 unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	University	21 November 2023
Submit Written Questions	Vendor	29 November 2023
Provide Response to Questions	University	4 December 2023
Proposals Due	Vendor	15 December 2023 3:00PM ET
Contract Award	University	TBD

## 2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [troy.morse@unc.edu](mailto:troy.morse@unc.edu) by the date and time specified above. Vendors should enter "RFP # 65-11172023-LPR-TCM: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

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

## 2.6 PROPOSAL SUBMITTAL

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

### [NCBIDS eVP]

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

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

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

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

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

## 2.7 PROPOSAL CONTENTS

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

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the complete body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP.
  - 4.5 – Vendor Experience
  - 4.7.5 – Attestation to Background Check Requirements
  - 5.2 - Specifications
  - 5.3 – Tasks and Deliverables
  - 5.4 – Project Organization to include all proposed subcontractors
  - 5.5 – Technical Approach
  - 6.1 - Contract Points of Contact
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM in accordance with Section 4.6
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Copy of installers Certification/License from the North Carolina Alarm Systems Licensing Board

## **2.8 ALTERNATE PROPOSALS: INTENTIONALLY OMITTED.**

## **2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

Relevant definitions for this RFP are provided in 09 NCAC 06A .0102 and in the Instructions to Vendors found below which are incorporated herein by this reference.

## **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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### **3.1 METHOD OF AWARD**

All offers are subject to evaluation of the most advantageous offer to the University. Evaluation shall include best value, as the term is defined in N.C.G.S. S 143-135.9(a)(1), compliance with applicable information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation.

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

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

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation.

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

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

### **3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The University will conduct a One-Step evaluation of Proposals:**

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

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids)

will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to 09 NCAC 06B, only the names of offerors shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award.. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations, demonstrations, or discussions with one(1) or more Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

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

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

### 3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the University:

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§ 143-135.9(a)(1) and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the University to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

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

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

1. Technical capabilities of the proposed hardware solutions
2. Technical capabilities of the proposed software solution
3. Technical Support and Maintenance plan
4. Vendor Experience
5. Pricing

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

### 3.6 INTERPRETATION OF TERMS AND PHRASES

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

## 4.0 REQUIREMENTS

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

### 4.1 PRICING

Proposal price shall constitute the total "turnkey" cost to the University for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, licensing and permits, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### 4.2 INVOICES

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

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

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

### 4.3 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The University is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the University within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

### 4.4 HUB PARTICIPATION

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

### 4.5 VENDOR EXPERIENCE

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

### 4.6 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The University *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Proposal.

### 4.7 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.

#### 4.7.1 GENERAL INFORMATION

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

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.

- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The University may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the University may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

#### 4.7.2 BACKGROUND CHECK REQUIREMENTS

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

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation, or deception, of Vendor, its officers, or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

#### 4.7.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the University within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-

current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

#### **4.7.4 DOCUMENT REQUIREMENTS**

Required documentation to be submitted prior to date Contract is effective and for performing any Services on University property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  - 1. Original unaltered criminal background check from the organization providing the background check.
  - 2. The background check provider's company name, company mailing address, and contact phone numbers.
  - 3. The full name of the individual, which matches the government issued photo ID.
  - 4. The current address of individual being checked.
  - 5. The date the criminal background check search was conducted.

#### **4.7.5 VENDOR BACKGROUND CHECK AGREEMENT**

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

☐ YES ☐ NO

#### **4.8 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract 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 industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the University. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

## 4.9 VENDOR'S REPRESENTATIONS

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

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

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### 5.1 GENERAL

The University of North Carolina at Chapel Hill wishes to enter into a contract with a firm capable of providing a full turn-key License Plate Recognition System (LPR). The proposed system should be capable of screening all vehicles transiting the campus, providing alerts to campus security of vehicles identified by law enforcement agencies through North Carolina Division of Criminal Information (DCI) and National Crime Information Center (NCIC) databases and allow for on-demand access to investigate criminal activity on the campus. The University estimates between 20-25 cameras will be required but is seeking a professional evaluation and recommendation from the Vendor. All proposed systems must meet the below specifications. In addition, we would like to know the capabilities of your proposed technology as outlined in the tables below.

### 5.2 SPECIFICATIONS

#### 5.2.1 Hotlist/Reporting Requirements

The requirement is that the LPR system will alert the University Campus Safety Department on vehicle license plates that are associated with a hotlist. The system must alert officers via web browser, text message, mobile application, and email. The system must be able to recognize characters on license plates, convert optical capture image of license plate to digital data and run recognized license plates against a hot list. A hotlist is composed of license plates that are associated with Part 1 Crimes, such as criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny theft, motor vehicle theft, and arson or other criteria as defined by the University Campus Safety Department. Hotlists must come, at minimum, from North Carolina Division of Criminal Information (DCI) and National Crime Information Center (NCIC) databases. Additional databases may be used to add greater value to system functionality. Vendors must disclose if there are additional costs for additional database access and use. The Vendor must propose to either install an on-premises server for data and storage or a cloud hosted solution. However, the University is favorable to systems that provide cloud hosted options.

#### 5.2.2 Backend Software Requirements

The Vendor shall offer associated [backend] software that will provide analytics for investigations and other University defined purposes. This backend software must be able to provide user-friendly, pre-defined reports, and the ability to export data and/or reports in a variety of formats, including Excel, Word and PDF formats. Analytics within the backend software shall be available for Campus Safety Department staff and must be accessible remotely.

Vendor is responsible for ensuring reliable connectivity, software patches and maintaining communication connectivity needs. Permitting and Installation phase will be completed by Vendor and will include installation of all required License Plate Recognition System infrastructure (cameras, poles, power, hardware brackets and all necessary components for external performance). All external installed equipment must be National Electrical Manufacturer Association (NEMA) 4 rated, hardened and have an Ingress Protection (IP) rating of IP66. Specifically, all cameras and externally installed associated equipment shall be fully operational regardless of weather, daylight, or nighttime conditions except for hurricane force winds. Vendor will install cameras to provide functional coverage with a 95% or greater capture rate from installed LPR System camera(s) equipment.

Proposal must certify that system will operate in this fashion. The proposed system shall include cameras that have the capability to read up to three (3) lanes of traffic at interstate speeds. Each lane should be monitored adequately with proposed equipment. Vendor will design and install communications backhaul paths for LPR data to the application server via fiber, cellular or other ample bandwidth telecommunication medium.

### 5.2.3 Maintenance Agreement for LPR System

Vendor must provide 24/7 unlimited technical support as well as software updates. Vendor shall describe in detail service level support and meet the following requirements:

Vendor shall provide phone support, email support, and have ticketing system for follow up of support events. Remotely detect camera failure. The University requires a response time to the University designee within four (4) hours of notification. The system must be operational within twenty-four (24) to forty- eight (48) hours from receipt of notification from the University to resolve the issue. This includes 365 days a year, day and night. Vendor shall provide pricing which includes service and maintenance for the entire LPR system for a period of five (5) years, with the option to renew for additional years.

An agreement shall include all hardware, installation, software, software updates, and warranties. Responsible for ensuring that the installation company is licensed to operate in NC.

Enter into a maintenance agreement to maintain the entire License Plate Recognition (LPR) System. Maintenance agreement shall include all service costs, labor, and quarterly inspections for system performance.

If the proposed system is hosted, the Vendor commits to retain all data in accordance with the University's specified duration requirements. The Vendor must provide the list all the subcontractors that will be part of the Proposal.

Please indicate the technical specifications of the proposed system below for consideration in technical evaluation.

### 5.2.4 Fixed Camera System Specifications

#### VENDOR'S RESPONSE

Item #	Description of Capability	Proposed Solution Specification
1	Does your solution offer a Solar powered option? If not, how are camera's powered?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Does your system provide GPS location?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Does Your System provide time stamp capture?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Please indicate locations suitable for camera installation (traffic Lights, Street Lights, existing masts, etc.)	
5	Does the proposed solution allow for Low Light Capture?	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Is the proposed system limited in certain weather conditions? If so, please expound on limitations.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	What is the Camera Focal Length?	
8	What is the level of optical zoom?	

Item #	Description of Capability	Proposed Solution Specification
9	What is the capture distance of the camera in feet?	
10	What is the Capture Range?	
11	What is the angle of capture?	
12	What is the camera resolution/frame rate?	
13	What rates of speed will the camera capture?	
14	Is the system capable of capturing License plates from various states including vanity and specialty plates?	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Is the system capable of differentiating between vehicle classes, make, model, and color?	<input type="checkbox"/> YES <input type="checkbox"/> NO

### 5.2.5 Capture System Specifications

#### VENDOR'S RESPONSE

Item #	Description of Capability	Proposed Solution Specification
1	Where is captured data stored? (Cloud, on-prem, off-prem, etc.)	
2	Does your system provide Immediate access to License Plate hits?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Does Your System provide a mobile application capability to alert law enforcement of hits?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Does the system allow for remote software/firmware updates to cameras?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Does the system provide a law enforcement forensic application to search plate reads for up to 30 days?	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Does the system provide accompanying vehicle identifying information such as make, type, or physical description?	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Does the system Provide for immediate remote access via computer or mobile application to license plate data?	<input type="checkbox"/> YES <input type="checkbox"/> NO

### **5.3 TASKS/DELIVERABLES**

#### **5.3.1 Assessment of Campus Access Points for Installation**

Selected vendor shall conduct an assessment of University entry points and traffic patterns to propose recommended camera locations providing optimal coverage for identification of vehicles transiting the campus. Vendor will provide camera location recommendations to the University Department of Public Safety for review, amendment, and approval of installation locations prior to ordering cameras or beginning installation. In its proposal, Vendor shall describe in detail the methodology utilized to assess and recommend camera locations and the expected timeline associated with this assessment. Include best practices used in other Law Enforcement applications of your technology.

#### **5.3.2 Installation of Cameras and Other Ancillary Equipment**

Selected vendor shall install all cameras at agreed upon locations and any additional ancillary equipment necessary for operation of the system. Installation will be conducted by North Carolina Alarm System licensed installers as identified in the proposal. In its proposal, Vendor shall provide a detailed project plan for the installation of cameras on the University Campus to include estimates lead time for receipt of material and estimated installation completion. The required timelines must be proposed in days with the first day being Day 0.

#### **5.3.3 Training of Public Safety Personnel**

Selected vendor shall provide University Public Safety personnel comprehensive training on the operation of the system, installation of appropriate software, mobile applications, etc. In its proposal, Vendor must include a proposed training plan that includes initial training for University Law Enforcement Personnel, proposed refresher training, and offered training or provided training materials to train new personnel upon hiring.

### **5.4 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. In its proposal, Vendor MUST provide a list of all subcontractors that will be part of the project, and it is the system integrator's responsibility to ensure that all entities and individuals conducting work on this contract are appropriately licensed with the State of North Carolina Alarm Systems Licensing Board. Vendors will bear all associated costs to include permitting, construction, installation of poles and other infrastructure, LPR camera equipment, maintenance and repair, routine servicing, system upgrades, wireless connectivity, and related end-user training.

### **5.5 TECHNICAL APPROACH**

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

### **5.6 CERTIFICATION AND SAFETY LABELS**

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for

gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

## 6.0 CONTRACT ADMINISTRATION

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

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

The Vendor shall be required to designate and make available to the University for customer service. The customer service point of contact shall be the University's point of contact for customer service-related issues (define roles and responsibilities).

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

### 6.2 POST AWARD PROJECT REVIEW MEETINGS

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

### 6.3 CONTINUOUS IMPROVEMENT

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

## **6.5 ACCEPTANCE OF WORK**

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

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

## **6.6 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the University, at the option of the University, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the University or its designees. If the University exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The University shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## **6.7 DISPUTE RESOLUTION**

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

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

## **6.8 CONTRACT CHANGES**

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

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

## 7.0 ATTACHMENTS

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

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT, WHERE PROVIDED

#### **ATTACHMENT A: PRICING**

Complete and return the Pricing associated with this RFP, which can be found at the following in the table below. The pricing in this table should encompass all pricing over the initial three (3) year term and potential 7 one (1) year renewal periods.

**Itemized Costs – Please indicate all fixed and recurring costs during the Term of the Contract.**

Item	Description	Unit of Measure	Initial Cost	Recurring Costs
1	Fixed Solar Powered Cameras	Per camera		
2	Training			
3	Installation of Cameras to include – add permitting etc.			
4	Ongoing Service Costs/Subscription Fee			
5	Maintenance Costs			

**Summary Costs – Fixed costs should include any initial costs above for the procurement and installation of the hardware, software, installation, etc. Recurring costs should include those costs associated with ongoing software subscription fees, cloud storage fees, and equipment maintenance.**

Description	Total Costs
Fixed Costs for procurement and installation of the system	
Recurring Costs Years 1-3	
Recurring Costs Years 4-10	
<b>Total Contract Cost</b>	

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The University reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **BASIS FOR REJECTION:** Pursuant to all applicable law, including but not limited to 09 NCAC 06B .0400, the University reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the University, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the University.
5. **EXECUTION:** Failure to execute page 1 of the RFP (Execution Page) in the designated space shall render the proposal non-responsive, and it will be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) The Terms and Conditions in ATTACHMENT C: THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL TERMS & CONDITIONS FOR PROCUREMENT OF INFORMATION TECHNOLOGY PRODUCTS, SOFTWARE, AND SERVICES; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
8. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The University is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the University encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
10. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
11. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.60 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted

companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

12. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the University will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the University will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

13. **PROTEST PROCEDURES.** Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address provided for in the solicitation. Protests must be received in the purchasing agency's office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. All protests are governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.

14. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

15. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the University concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the University directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.

16. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), <https://evp.nc.gov>. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 09 NCAC 06B .0316, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.

17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov>.

18. **WITHDRAWAL OF PROPOSAL:** Proposals submitted electronically may be withdrawn electronically at any time prior to the date for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP).

19. **INFORMAL COMMENTS:** The University shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the University during the competitive process or after award. The University is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.

20. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; neither The University of North Carolina at Chapel Hill nor the State of North Carolina will reimburse any Vendor for any costs incurred or associated with the preparation of proposals.

21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
22. **INSPECTION AT VENDOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the University's determination that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

## **ATTACHMENT C: THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL TERMS & CONDITIONS FOR PROCUREMENT OF INFORMATION TECHNOLOGY PRODUCTS, SOFTWARE, AND SERVICES**

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### **1. DEFINITIONS.** As used herein,

- (a) "Agreement" or "Contract" retains the definition in RFP 65-11172-23-LPR-TCM.
- (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" means any software licensed or provided by Vendor to University in accordance with the Solicitation Document and/or Purchase Order(s), as applicable.
- (h) "Solicitation Document" means Request for Proposal #65-11172023-LPR-TCM.
- (i) "Statement of Work" means a document that defines, for each project under the Contract, 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 to the University's Systems and Operations Department unless otherwise instructed on the face of the Purchase Order. Payment terms are net thirty (30) days after the University's receipt of a correct invoice or acceptance of the Products 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 shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the University. In cases where parties, other than the 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 to maintain database security on any online financial transactions conducted on University's behalf through the use of Vendor's Software or records belonging to University that contain sensitive and confidential information; (4) provide most current Statement on Standards for Attestation Engagements (SSAE) 16 attestation at least once every 2 years; (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 <http://financepolicy.unc.edu/section/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 written consent of the other Party, except that Vendor may assign this Agreement to an entity owned or controlled by Vendor upon written notice to University. For purposes of this Section, the term "assignment" includes any change in control transaction, such as a merger or acquisition of substantially all the shares or assets of a Party to this Agreement. An assignment will not relieve the assigning Party of its obligations under this Agreement.

**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 coverage. 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. LIMITATION ON VENDOR LIABILITY.** Vendor's cumulative liability to the University for damages incurred by the University for causes of action arising out of or relating to this Agreement shall be limited to two (2) times the total amount paid or scheduled to be paid (whichever is greater) under this Agreement. The foregoing limitation on liability does not apply to breaches of confidentiality and data protection obligations, intellectual property infringement claims, or indemnification obligations under this Agreement.

**15. 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.

**16. 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 any 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).

**17. 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.

**18. 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. 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.

(e) 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.

(f) **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.

(g) **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 provide and support the Services expressly contemplated under this Agreement.

(h) **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.

**19. 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.

**20. 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.

**21. 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. (<http://www.licensing.unc.edu>).

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. TIME SHEETS.** On a weekly basis, Vendor shall provide University 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.

**30. 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.

**31. 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 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.

**32. 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.

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

**34. 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.

**35. 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.

**36. WITHHOLDING.** In its sole discretion, the University may withhold 5 percent (5%) of the total undisputed amount due and payable under each invoice, excluding amounts attributable to expenses for Services performed by the Vendor. The withheld amount will be paid to Vendor, in whole or in part subject to any applicable delay penalties, upon Vendor's delivery of the project deliverables, as defined in the Statement of Work, and University's acceptance of the same ("Project Completion").

**37. DELAY PENALTIES.** If Vendor's failure to perform its obligations in a timely manner results in the Project Completion not being achieved by the Project Completion deadline date, the Vendor shall forfeit a percentage of the total Service fees withheld by the University as set forth above in an amount equal to \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the total project Service fees withheld for every five (5) business days that Project Completion is delayed.

**38. 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.

**39. SOFTWARE AVAILABILITY GUARANTEE. (For use with Software-as-a-Service Licensing)**

(a) *Availability Guarantee.* Vendor's objective is to make the Vendor's Software available to the University twenty-four hours a day, seven days a week, except for scheduled maintenance. In addition, Vendor guarantees that the University will be able to access Vendor's Software ninety-nine percent (99.99%) of the time (excluding scheduled maintenance) in any given month ("Availability Guarantee").

(b) *Remedy.* In the event that the University's access to Vendor Software hereunder falls below the Availability Guarantee, and such unavailability is not due to Vendor's scheduled maintenance or to events of force majeure, Vendor will grant to the University a credit based on a sliding scale, as set forth in the table below, ranging from twenty percent (20%) to one-hundred percent (100%) of one-twelfth of the annual Software license fees for any single month in which the Availability Guarantee is not satisfied. Scheduled maintenance shall not be counted in the calculation of any Credit. All credits shall be calculated based on the total hours in a particular month. For purposes of calculating credits, Vendor shall provide the University with a monthly report of uptime for the Service. The University must submit a request for a credit within sixty (60) days of receipt of uptime report from Vendor. Vendor is not required to honor requests for credits submitted after the sixty (60) day period. Any period of unavailability shall be counted from the time such unavailability commences until the time that access is restored.

<i>Software Access during Applicable Month (excluding Scheduled Maintenance and Events of Force Majeure)</i>	<i>Credit for such month</i>
<i>Greater than or equal to 99.99%</i>	<i>0%</i>

<i>Less than 99.99% but greater than or equal to 98%</i>	<i>20%</i>
<i>Less than 98% but greater than or equal to 97%</i>	<i>29%</i>
<i>Less than 97% but greater than or equal to 96%</i>	<i>38%</i>
<i>Less than 96% but greater than or equal to 95%</i>	<i>47%</i>
<i>Less than 95% but greater than or equal to 94%</i>	<i>56%</i>
<i>Less than 94% but greater than or equal to 93%</i>	<i>65%</i>
<i>Less than 93% but greater than or equal to 92%</i>	<i>74%</i>
<i>Less than 92% but greater than or equal to 91%</i>	<i>83%</i>
<i>Less than 91% but greater than or equal to 90%</i>	<i>92%</i>
<i>Less than 90%</i>	<i>100%</i>

(c) *Scheduled Maintenance.* The University acknowledges and agrees that Vendor will, from time to time, need to perform routine maintenance or repair, and that during such periods of maintenance or repair, Vendor's Software may not be available for the University's use. Vendor's objective is to minimize the duration of any such unavailability and will endeavor to perform routine maintenance outside of normal business hours. Vendor publishes planned maintenance windows and will use best efforts to provide the University fourteen (14) days' notice before the pre-scheduled four hour monthly maintenance windows that take place outside of normal business hours. In other rare events, and to the extent possible, Vendor will provide the University with at least twenty-four (24) hours advance notice of down-time for emergency maintenance that could include updates to security systems.

**40. HOSTING FACILITY. (For use with Software-as-a-Service Licensing)**

(a) *Location(s) of Hosting Facilities.* Vendor certifies that for the duration of this Agreement, all Hosting Facilities at which University Data will be stored are located within the United States, unless otherwise agreed in a document signed by duly authorized officers of each of the Parties.

(b) *Increases in Hosted Services Fees.* Increases in Vendor's annual fees for hosted Services shall not exceed three percent (3%) above the fees for the previous year. In no event shall the fee for hosted Services paid by University exceed Vendor's then-current fee for hosted Services charged to any of its similarly situated customers.

**41. BACKUP AND RETRIEVAL. (For use with Software-as-a-Service Licensing)** Vendor will perform incremental back-ups daily and full backups weekly. Vendor utilizes a secondary site for purposes of disaster recovery. Vendor's client systems are replicated to the secondary site. In the event the primary production site becomes inaccessible, Vendor will commence a recovery utilizing the secondary site within four (4) hours. Full data tapes, magnetic discs and/or other optical media will be encrypted and stored off-site in a secured vault. Offsite storage of back up media shall take place at least weekly.

**42. GRANT OF ACCESS AND USE OF UNIVERSITY DATA. (For use with Software-as-a-Service Licensing)** For purposes of this section, "University Data" means all University content, data, and other information provided by the University and stored, accessed, or managed using the Software. The University grants to Vendor a non-exclusive, non-transferable, limited right to use University Data contained on Vendor's servers at its hosting facilities solely to the extent required to solve technical support problems or to perform maintenance services under this Agreement. All right, title and interest in University Data shall remain with the University. Vendor may not access and/or duplicate University Data for any reason other than those stated herein without the prior written consent of the University.

**43. TRANSITION SERVICES; DESTRUCTION OF UNIVERSITY DATA.**

(a) *Transition Services.* Upon the expiration or termination of the Agreement for any reason, the University shall have the right, upon its request, to receive from Vendor for up to six (6) months all services reasonably necessary to effectuate an orderly transition to a successor vendor, including assistance in transferring University

Data to an industry-standard or other format requested by the University. Any fees charged by Vendor for such services should be at reasonable, fair market rates.

(b) *Destruction of University Data.* Upon the expiration or termination of the Agreement, Vendor shall ask University in writing whether University wishes to exercise the transition services described in the subsection above, or whether University wishes for Vendor to destroy the University Data in Vendor's possession. If University responds that it wishes to exercise transition services, then Vendor shall not destroy the University Data until the completion of the transition services. If University notifies Vendor that it wishes for Vendor to destroy the University Data, or if University does not respond to Vendor's written inquiry within thirty (30) days of its receipt of the inquiry, or otherwise upon University's written request, Vendor shall promptly destroy all University Data it possesses in any form and provide University a written attestation to the destruction of the University Data, specifying when it was destroyed and by what methods under NIST SP800-88 or other previously agreed upon destruction method.

**44. SOFTWARE LICENSE GRANT.** This section recites the scope of license granted, if not superseded by a separate licensing agreement, as follows:

(a) *License Grant.* Vendor grants to the University a non-exclusive, worldwide license to use the Software. This license shall be perpetual, unless terminated as provided herein. Such license permits University to: (i) use the Software in object code format; (ii) use the Documentation; (iii) transfer and operate the Software on a different operating system and/or on different hardware; (iv) install and make copies of the Software for testing, disaster recovery, disaster recovery testing, backup, training and education, development and archival purposes; (v) reproduce and/or incorporate all or any portion of the Documentation into University-developed training and education materials; and (vi) upon receipt of Vendor's prior written approval, such approval not to be unreasonably withheld, modify and adapt the Software to interface and/or integrate the Software with third-party software products.

(b) *Third Party Implementation Services.* University without having to pay any special fees has the right to permit third-party services provider to access and use the Software for purposes of assisting with the implementation.

(c) *Upgrades.* The University's license includes the right to upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor's licensees without a separate maintenance or support agreement (i.e., "minor upgrades" typically represented by an increased number to the right of the decimal point in the Software version number). Vendor's right to a new license for new version releases of the Software (typically represented by an increased number to left side of the decimal) shall not be abridged by the foregoing.

**45. 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.

**46. ESCROW OF CODE.** Vendor has established an Escrow Agreement ("Escrow Agreement") for the Software with a third party escrow agent acceptable to the University. Within thirty days from the effective date of this Agreement, Vendor will add the University as a beneficiary to such Escrow Agreement. In the event (i) this Agreement is terminated due to insolvency or the filing of involuntary bankruptcy proceedings pursuant to Chapter 7 of the U.S. Bankruptcy Code and (ii) Vendor no longer offers support or maintenance services for the Software (both (i) and (ii) constituting the release condition ("Release Condition") under the Escrow Agreement), the Software code deposited in accordance with the Escrow Agreement (the "Deposit Materials") shall be delivered to the University and the University shall be granted a license to use the Deposit Materials solely to repair, maintain and support the Software licensed to University pursuant to this Agreement. The license to the Deposit Materials under this section shall terminate upon the termination or cure of the Release Condition.

**47. PROTECTION AGAINST SOFTWARE MIGRATION.** If during the Term of this Agreement, Vendor ceases providing support and maintenance for the Software and begins marketing a successor software product to the Software, then Vendor shall provide University with an option to purchase the successor software with credits equal to the one hundred percent (100%) of all fees paid by University to Vendor for the Software and Vendor shall provide software implementation services to University at a discounted rate of forty percent (40%) off Vendor's then applicable services rates.

**48. PROTECTION AGAINST REDUCTIONS IN SOFTWARE FUNCTIONALITY.** If Vendor eliminates any Software functionality in any future releases or versions of the Software, then at no cost or expense to University, Vendor shall either: (a) provide to University through another Vendor product substantially equivalent replacement Software functionality that is reasonably acceptable to University; or (b) modify, adjust, or customize the Software for University's use so that the applicable functionality remains available to University.

**49. 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 Section 508 of the Rehabilitation Act of 1973, as amended (<http://section508.gov/>), and the best practices outlined in the W3C Web Accessibility Initiative reference: <http://www.w3.org/WAI/>.



#### **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_HUB-Supplemental-Vendor-Information\\_9.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf)

#### **ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Customer\\_Reference\\_Template\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf)

#### **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Location-of-Workers\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf)

#### **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Certification-of-Financial-Condition\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf)

**IN THE UNIVERSITY'S SOLE DISCRETION, VENDOR'S FAILURE TO RETURN ANY  
REQUIRED DOCUMENT OR ATTACHMENTS IN THIS RFP MAY ELIMINATE ITS RESPONSE  
FROM CONSIDERATION**