



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

Request for Proposal #: 3000011436B

**FACILITIES CONDITION AND NEEDS ASSESSMENT
FOR THE DEAN E. SMITH CENTER**

Date of Issue: 09-15-2023

Reissued: 10-16-2023

Proposal Opening Date: 10-20-2023, At 5:00 PM EST

Direct all inquiries concerning this RFP to:

Mark Thomas Sillman

Associate Director Purchasing Services

Email: mark_sillman@unc.edu

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

RFP #3000011436B

For internal processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

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

ID Number:

Federal ID Number or Social Security Number

Vendor Name



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

Refer **ALL** Inquiries regarding this RFP to:
Mark Thomas Sillman
mark_sillman@unc.edu

Request for Proposal # 3000011436B

Proposals will be publicly opened: 10-20-2023 @ 5:00PM EST

EXECUTION

Certification: By executing this proposal, the undersigned Vendor certifies that: (i) this proposal is submitted competitively and without collusion (G.S. 143-54), (ii) 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), (iii) it is not an ineligible vendor as set forth in G.S. 143-59.1, (iv) no gift has been offered, extended, or promised by any of its employees or representatives

to any University employee associated with preparing plans, specifications or estimates for this RFP, or in awarding or administering the contract to result from this RFP, or in inspecting or supervising the services to be rendered (G.S. 133-32), (v) if any of the services to be performed under this RFP will be performed outside the United States by the Vendor or Vendor’s subcontractors, Vendor has disclosed such information in writing to the University (G.S. 147-33.97); (vi) it acknowledges that the University’s internal auditor and State of North Carolina auditors have the right under North Carolina law to access upon request the Vendor’s records and representatives to audit fees and performance associated with procurement contracts (G.S. 147-64.7), (vii) it and each of its subcontractors for any contract resulting from 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 (G.S. §143-48.5), (viii) neither it nor any assignee of the Vendor is identified on a list maintained by the NC State Treasurer of persons engaged in investment activities in Iran (G.S. §143C-6A.5). False certification may constitute a Class I felony under North Carolina law.

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

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the University.

Table of Contents

FACILITIES CONDITION AND NEEDS ASSESSMENT FOR THE DEAN E. SMITH CENTER.....	1
1.0 PURPOSE AND BACKGROUND	6
2.0 GENERAL INFORMATION	6
2.1 REQUEST FOR PROPOSAL DOCUMENT	6
2.2 INSTRUCTIONS TO VENDORS REGARDING TERMS AND CONDITIONS	6
2.3 RFP SCHEDULE	6
2.4 MANDATORY SITE VISIT/PRE-PROPOSAL CONFERENCE	7
2.5 PROPOSAL QUESTIONS.....	7
2.6 PROPOSAL SUBMITTAL.....	8
2.7 PROPOSAL CONTENTS.....	8
2.8 ALTERNATE PROPOSALS.....	8
2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	9
3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS	9
3.1 METHOD OF AWARD.....	9
3.2 PROPOSAL EVALUATION PROCESS	9
3.3 EVALUATION CRITERIA.....	10
4.0 REQUIREMENTS.....	10
4.1 CONTRACT TERM	10
4.2 PRICING	10
4.3 INVOICES	10
4.4 REFERENCES.....	10
4.5 BACKGROUND CHECKS (intentionally removed)	11
4.6 BUSINESS ASSOCIATE AGREEMENT (intentionally removed).....	11
5.0 SCOPE OF WORK.....	11
5.1 PROPOSAL REQUIREMENTS AND FORMAT.....	14
ATTACHMENT A: INSTRUCTIONS TO VENDORS.....	14
ATTACHMENT B: UNIVERSITY CONTRACT TERMS AND CONDITIONS.....	18

ATTACHMENT C: PRICING..... 32
ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR 33

1.0 PURPOSE AND BACKGROUND

The University of North Carolina at Chapel Hills, seeks to assess the condition of the Dean E. Smith Center, located at 300 Skipper Bowles Drive, Chapel Hill, North Carolina. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

The University is seeking proposals from qualified consultants to provide comprehensive, professional Facilities Condition and Needs Assessment (FCNA) services.

The purpose of the FCNA is to provide comprehensive documentation and analysis of the facility. This analysis will be utilized for understanding the current amount of deferred maintenance and for prioritizing capital improvements and maintenance requirements.

Prospective firms will be required to provide team qualification, proposed work plans, proposed schedule, and other related items as part of the proposal submittal.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the main body of this RFP document, plus the attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. All terms in this RFP shall be enforceable as contract terms. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions.

2.2 INSTRUCTIONS TO VENDORS REGARDING TERMS AND CONDITIONS

The University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. **By execution and delivery of a proposal in response to this RFP, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

2.3 RFP SCHEDULE

Event	Responsibility	Date and Time
Hold Pre-Proposal Meeting/Site Visit	University	COMPLETED
Submit Written Questions	Vendor	SEE ATTACHMENT FOR ANSWERS
Provide Response to Questions	University	N/A
Submit Proposals	Vendor	10-20-23 NLT 5:00 PM EST
Contract Award	University	TBD <i>(date subject to change)</i>
Contract Effective Date	University	TBD <i>(date subject to change)</i>

2.4 MANDATORY SITE VISIT/PRE-PROPOSAL CONFERENCE

ALREADY COMPLETED. FOR A LISTING OF WHO CAN PLEASE SEE THE ATTACHED DOCUMENT.

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

The purpose of this visit is for all prospective Suppliers to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. Suppliers must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Supplier would recognize as affecting the work called for or implied by this proposal.

Suppliers are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

The University will provide access to the facility during the regular business hours throughout the course of the study. Parking in a nearby lot will be provided by the University for the contractor’s vehicles.

The Contractor shall name the Contractor’s Project Manager to have overall responsibility for the project and communication with the University. The Contractor’s Project Manager shall be onsite for the entire duration of the project and shall direct all work by the Contractor. If the Contractor’s Project Manager needs to leave the site for any period of time, another competent Manager or Supervisor shall be appointed (with the University notified in advance).

2.5 PROPOSAL QUESTIONS THIS HAS ALREADY BEEN ACCOMPLISHED AND WILL NOT BE REOPENED.

Upon review of the RFP, Vendors may have questions regarding the RFP. Vendors shall prepare and submit any such questions at the Mandatory Site Visit.

Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

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

Questions received prior to and during the Mandatory Site Visit shall be answered by the University, and any additional terms deemed necessary by the University will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, 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 an Addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Supplier shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Supplier’s sole responsibility to ensure its proposal has been submitted to the University by the specified time and date of opening. The time and date of submission will be marked on each proposal when received in the State of North Carolina Integrated Purchasing System (IPS). Any proposal submitted after the proposal deadline will be rejected.

[NC BIDS]

If applicable to this RFP and using NC BIDS, all proposal responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Suppliers](#) page includes online training videos and a link to [NC BIDS FAQs for Suppliers](#).

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a supplier’s proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Suppliers proposing on this RFP periodically check the State’s IPS website for any Addenda that may be issued prior to the bid opening date. All Suppliers shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the University regarding this RFP other than the University Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Supplier’s offer, at the University’s election.

2.7 PROPOSAL CONTENTS

Vendors shall complete the applicable portions of the attachments of this RFP that require the Vendor to provide information and include an authorized signature where indicated.

- a) Cover Letter
- b) Completed and signed page #2, with ID number, page #3, EXECUTION PAGE, and any signed receipt pages of any addenda released in conjunction with this RFP
- c) ATTACHMENT A: INSTRUCTIONS TO VENDORS
- d) ATTACHMENT B: UNIVERSITY CONTRACT TERMS AND CONDITIONS
- e) Completed version of ATTACHMENT C: PRICING
- f) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: Alternate Proposal #__ for ‘name of Vendor’. Each proposal must be for a specific set of services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the University.
- b) **CONTRACT LEAD:** Representative of the University who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the University and who will administer the contract for the University.
- c) **END USER DEPARTMENT:** The department or unit of the University that receives the services procured from the Vendor.
- d) **FOB-DESTINATION:** Title transfers from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- e) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- f) **RFP:** This Request for Proposal
- g) **UNIVERSITY:** The University of North Carolina at Chapel Hill.
- h) **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to this Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the evaluation criteria described below.

While the intent of this RFP is to award a contract 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.

3.2 PROPOSAL EVALUATION PROCESS

The University shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The University reserves the right to waive any minor informality or technicality in proposals received.

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

Proposals will be received from each responsive. All proposals must be received by the University not later than the date and time specified on the cover sheet of this RFP. At that date and time, the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. 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 sole option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of 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 must be complete and reflect the most favorable terms available from the Vendor.

Vendors are cautioned that this is a request for proposals, not a 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.

The University reserves the right to reject all original offers and request one or more of the Vendors submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with the University after the initial responses to the RFP have been evaluated.

3.3 EVALUATION CRITERIA

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

- 35% Prior experience of the team in assessing arenas or at minimum large public assembly buildings.
- 25% Expertise in the range of building systems plus cost estimating.
- 25% Cost.
- 15% Clearly communicated proposal and delivery timeline.

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 and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.4.

4.1 CONTRACT TERM

This contract shall be binding on both parties from the date of contract award, through the satisfactory completion of the work required under Article III of the RFP and shall be complete when final payment has been made.

4.2 PRICING

Proposal price shall constitute the total cost to End User Department for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

4.3 INVOICES

a) Invoices must be submitted to the End User Department at the following address:

University of North Carolina at Chapel Hill
111 Airport Drive
Chapel Hill, NC 27599

b) Invoices should bear the purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.

4.4 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. Include a description of the services provided, The name of the company, point of contacts name, as well as their email address and phone number for each vendor.

4.5 BACKGROUND CHECKS (intentionally removed)

4.6 BUSINESS ASSOCIATE AGREEMENT (intentionally removed)

5.0 SCOPE OF WORK

The University is requesting proposals from qualified consultants for comprehensive FCNA services. Required services shall include, but are not limited to:

1. Identify and document current conditions, including the structural integrity, physical state of the building, and compliance with current building codes.
2. Recommend corrections for all deficiencies.
3. Provide a suggested priority list and/or timeline for accommodating the recommended replacement and/or reconstruction work.
4. Provide cost estimates for corrections, replacement, and/or reconstruction work for each of these facilities. For corrections recommended to be addressed at a time greater than twelve (12) months past the issuance of the report, calculate an escalated cost.
5. Forecast future facility renewal/reconstruction costs.

Facilities Condition Assessment: This contract will require inspections of the facility as specified herein by architectural and engineering professionals. It will produce an accurate analysis and report that identifies visible and discernable (by ways of non-destructive means) components and elements requiring maintenance or other planned action.

The facility conditions survey must focus on the following property elements:

- Exterior Systems – doors, roofs, window systems
- Building structure – foundations and superstructure
- Interior Construction – doors, flooring, walls, visible structural components
- Interior finishes – ceiling, flooring, wall finishes
- Emergency Power
- Fire/Life/Health Safety Systems
- Accessibility – ADA
- Heating, Ventilation and Air Conditioning
- Plumbing
- Electrical and Service Distribution
- Fire Suppression
- Special Construction
- Site Utilities
- Vertical Transportation (Elevators, lifts, etc.)
- Technology Capability
- Food Service/Concessions – preparation, service, storage
- Restrooms compliance
- Ingress/Egress compliance

Corrections – For significant deficiencies, the Contractor shall recommend a corrective action with project cost estimate. A significant deficiency is one that violates code, is a life safety threat, or affects building functionality and reliability.

Where appropriate, multiple correction methodologies indicating the range of possible corrective measures and associated costs will be developed by the Contractor.

Categorization/Classification/Prioritization of Audit Data

Deficiency Priorities

Each deficiency identified in the field audit shall be prioritized in the following manner:

- Priority 1 Currently Critical
 - Conditions in this category require immediate action to:
 - Correct a cited safety hazard.
 - Return a facility to operation.
 - Stop accelerated deterioration.
- Priority 2 Potentially Critical
 - Conditions in this category, if not corrected expeditiously, will become critical within 1-3 years. Situations within this category include:
 - Intermittent operations
 - Potential life safety hazards
 - Rapid deterioration
- Priority 3 Necessary – Not yet critical
 - Conditions in this category require attention in 3-5 years to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.
- Priority 4 Recommended
 - Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility; however, Priority 4 projects will improve overall usability and/or reduce long-term maintenance costs and should be addressed within 5-10 years.
- Priority 5 Does Not Meet Current Codes/Standards, plant adaptation –
 - “Exempted” Conditions in this category include items that do not conform to existing codes but are “exempted” in their current condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction.
- Applicable to all levels - Energy Conservation.
 - Deficiencies that, if corrected, would result in significant energy savings or operational cost savings should be identified. Recommended corrective actions should also consider energy and operational cost savings in all priority categories.
 - Deficiency Categories

Each correction project shall be assigned one of the following categories:

- Life-Safety Code Compliance
- Building Code Compliance
- Accessibility Code Compliance (ADA & Local Standards)
- Building Integrity
- Functionality
- Educational Adequacy
- Appearance

- Energy
- Environmental (hazardous materials requiring abatement were they to be removed from the building)

Classification

Each deficiency shall be classified by the major property components identified for survey in the field. For example, Site, Exterior Systems, Building Structure, Interior Systems, Interior Finishes, Fire/Life/Health Systems, Accessibility, Heating, Ventilation and Air Conditioning, Plumbing, Special Electrical Systems, Electrical and Service Distribution, Fire Suppression, Special Construction, or Vertical Transportation.

Facility Reinvestment Calculations

Identifying the rate of reinvestment required to maintain components of facilities as they degrade and become unusable is critical to long-range planning and funding. The consultant shall analyze and model the rates of degradation of each facility, and report on the required reinvestment rate on an annual basis to replace components as such components become dysfunctional. Elements of the analysis will include:

- Identification of the approximate replacement cost of each building and building component.
- Rates of standard degradation of each component and the cost to replace/refurbish that component.
- Current condition of each building component.
- The ability to analyze multi-year outlooks and various combinations of building type reinvestment rates.

5.1 PROPOSAL REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Mark Thomas Sillman by email at mark_sillman@unc.edu so you may be added to the notification list for addendums.

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP.

Submittals must include the following components in the order listed below:

- Part 1: Cover Letter/Executive Summary
- Part 2: Experience and Qualifications of Consultant/Team Members
- Part 3: Understanding of Project Scope
- Part 4: Commitment to Project Budget & Detailed Work Plan
- Part 5: Delivery Schedule and Timeline
- Part 6: Reference Review

PART 1 | COVER LETTER/EXECUTIVE SUMMARY

The Cover Letter and Executive Summary shall include:

1. The names of the key members of the consultant team.
2. The mailing address, telephone number, and the name of the main point of contact for the consultant team.
3. A summary of the consultant's Facility Condition Assessment experience and qualifications and the significant advantages to selecting the consultant.
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the University.

PART 2 | EXPERIENCE AND QUALIFICATIONS OF CONSULTANT/TEAM MEMBERS

Provide detail relating to the experience and qualifications of the members of the team, including an organizational chart showing all key personnel who will be assigned to this project. Submit brief resumes demonstrating the training, experience, and other qualifications of the key personnel who will be assigned to this project.

Consultant should further document expertise by including the information regarding the following:

- 1. Facility and Property Condition Assessments to include applicable facility inventory use, type, and area (square feet).
- 2. Experience of proposed consultant team working together as a team on similar scope and type of projects.
- 3. Understanding of operations, activities, staffing needs and maintenance of public facilities.
- 4. Experience with the use of life-cycle cost and value engineering.
- 5. Any other information that would assist the review team in understanding the consultant team’s capacity to efficiently and effectively complete the project.

PART 3 | UNDERSTANDING OF PROJECT SCOPE & DETAILED WORK PLAN

Each respondent shall demonstrate its capacity to deliver comprehensive, professional, FCNA services. Respondent should outline methodology and logistics capable of meeting the goals outlined in the FCNA scope, as well as provide a proposed work plan for development and implementation of the FCNA as described in the scope of work. Respondents should draw from previous experience and demonstrated competence to articulate how their capabilities are distinct, comprehensive, and add value. Examples of report format (formal hard copy and digital deliverables) are recommended.

PART 4 | COMMITMENT TO PROJECT BUDGET

Consultant shall provide a total base fee for the project. Each responding consultant shall include an acknowledgement that it can effectively complete this project within the budget indicated. Each respondent should clearly explain in this section the methods and process it will use to ensure the project is within budget and that the University will be getting the best value within the budgeted amount. Information in this section shall include cost per square foot for additional facilities during the course of the project and an hourly fee schedule shall be submitted for each proposer and any sub-consultants.

PART 5 | DELIVERY SCHEDULE AND TIMELINE

Discuss in this section the steps the consultant team proposes to use. Clearly outline the delivery schedule and timeline of each component of the project. Specific dates should be used assuming an award to this RFP and an executed agreement within approximately 30 days of submission. Consultant shall be prepared to begin work within two (2) weeks of the Notice to Proceed. With the assessment completed and the final report submitted that provides an assessment of the fitness of, and replacement cost of, every major system in the facility including surrounding site that serves the functionality of the building. The deadline to submit the final work product is January 15, 2024.

PART 6 | REFERENCE REVIEW

The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the proposed consultant team worked on together:

- Name of the project/study
- Location of the project
- Name, title, and contact information for the client.
- Project budget
- Date of completion of the project

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

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 delivery at the designated office by the designated time.
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. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, 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 sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, 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 in Sections 4, 5 and 6 of this RFP; (3) University Contract Terms and Conditions attached as ATTACHMENT B; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
8. **SUSTAINABILITY:** Intentionally Removed
9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order #150 (1999), the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
10. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any proposal by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
11. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the University will maintain confidential trade secrets 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 or 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.

12. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of a contract resulting from this solicitation, the Vendor shall submit a written request addressed to the University purchasing officer that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** A contract award notice (purchase order) is sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a solicitation. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
13. **MISCELLANEOUS:** The singular of any word or phrase shall be read to include the plural and vice versa.
14. **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 University until after the award of the contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the University, 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 University 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 and/or award of the contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the University, from the contract award. Only those communications with the University authorized by this RFP are permitted.
15. **WITHDRAWAL OF PROPOSAL:** a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
16. **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 this RFP and in formal Addenda issued through IPS.
17. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the University of North Carolina at Chapel Hill will not reimburse any Vendor for any costs incurred prior to award.
18. **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.
19. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Vendor itself.
20. **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 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.

This Space is Intentionally Left Blank

ATTACHMENT B: UNIVERSITY CONTRACT TERMS AND CONDITIONS

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

1. DEFINITIONS. As used herein,

(a) “Agreement” or “Contract” means these General Terms and Conditions for Procurement of Products and Services and incorporating the University’s Purchase Order(s), Solicitation Document(s), and any Statement(s) of Work executed by the Parties under this Agreement, as applicable.

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

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

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

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

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

(g) “State” means the State of North Carolina.

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

(i) “University” means The University of North Carolina at Chapel Hill and its successors and assigns.

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

2. PERFORMANCE.

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

(b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Supplier license and provided by Supplier in performance of this Contract shall be and remain property of the University. During performance, Supplier may provide proprietary components as part of the deliverables that are identified in this Contract. Supplier grants the University a personal, permanent, nontransferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Supplier, or its suppliers or licensors made accessible or furnished to the University shall be and remain the property of the Supplier or such other party, respectively. Supplier agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The University shall notify the Supplier of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Supplier agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the University.

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

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

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

3. PAYMENT TERMS.

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

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

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

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

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

5. TRANSPORTATION OF PRODUCTS. Intentionally Removed

6. CONDITION AND PACKAGING. Intentionally Removed

7. STANDARDS. Intentionally Removed

8. TRAVEL EXPENSES. Unless otherwise agreed by the Parties, the Supplier may be reimbursed for documented travel expenses arising under the performance of this Agreement at the out-of-state rates set forth in N.C Gen. Stat. § 138-6, as amended from time to time. The Supplier personnel whose travel expenses are to be paid or reimbursed by university funds are subject to university travel regulations, which are located at

<https://finance.unc.edu/departments/strategic-sourcing-payment/procurement/accountspayable-travel-services/travel/>. The Supplier agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles, and to require employees to share rental vehicles whenever the Services to be provided reasonably allow. Unless otherwise agreed by the Parties, all Supplier-incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt, and shall be paid by the University within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the University unless otherwise agreed by the Parties. The University will reimburse travel allowances only for days on which the Supplier is required to be in North Carolina performing Services for which it is necessary to be on site under this Agreement.

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

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

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

terminate the Services of any person providing Services under this Agreement. Upon such termination, the University may request acceptable substitute personnel to be provided by the Supplier.

12. CARE OF UNIVERSITY PROPERTY.

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

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

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

13. INSPECTION AT VENDOR'S SITE. Intentionally Removed

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

15. NON-SOLICITATION TERMS. The University rejects and disaffirms any non-solicitation provision or other similar term contained in any material related to this procurement that requires that the Parties refrain from recruiting or hiring the employees of the other Party, unless the non-solicitation provision complies with applicable law and is expressly agreed to in a writing signed and specifically initialed by an authorized University representative.

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

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

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

i. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The University may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement. ii. **For contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00, the following limits shall apply:**

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

b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

c. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

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

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

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

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

c. Automobile Liability Insurance - The Supplier, at its sole cost and expense, shall maintain Automobile Liability Insurance, to include liability coverage, covering all owned, non-owned, employee nonowner, leased, and hired vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage per accident. Umbrella or excess liability insurance may be used to meet the Automobile Liability coverage limit requirements.

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

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

18. GENERAL INDEMNITY.

- (a) The Supplier shall indemnify, defend, and hold harmless the University, its trustees, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all damages, costs, liabilities, losses, and expenses incurred by Indemnitees arising from or related to (i) the Products delivered, the Services performed, or materials or supplies furnished in connection with the performance of this Agreement; (ii) a breach of this Agreement by the Supplier; or (iii) any misconduct or acts of negligence by the Supplier or its employees or agents in the performance of this Agreement.
- (b) The Supplier represents and warrants that it shall make no claim of any kind or nature against the University’s agents who are involved in the delivery or processing of Supplier deliverables or Services as part of this Agreement with the University.
- (c) As part of this provision for General Indemnity, if federal funds are involved in this procurement, the Supplier warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the University harmless from any claims or losses resulting to the University from the Supplier’s noncompliance with such federal requirements or law in the performance of this Agreement. The representations and warranties in the preceding two (2) sentences shall survive the termination or expiration of the Contract.
- (d) The Supplier will indemnify the University for any breach of confidentiality or failure of its responsibilities to protect confidential information, including by not limited to, the cost of notification of affected persons as a result of its accidental or negligent release of university data provided to the Supplier pursuant to the Agreement.

19. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY.

- (a) Supplier shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with this Agreement.
- (b) Supplier warrants to the best of its knowledge that:
 - i. Performance under this Agreement does not infringe upon any intellectual property rights of any third party; and
- (c) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- (d) Should any deliverables supplied by Supplier become the subject of a claim of infringement of a patent, copyright, trademark, or a trade secret, the Supplier, shall at its option and expense, either procure for the University the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Supplier’s judgment, or if further use shall be prevented by injunction, the Supplier agrees to cease provision of any affected deliverables and refund any sums the University has paid Supplier for such deliverables and make every reasonable effort to assist the University in procuring substitute deliverables. If, in the sole opinion of the University, the cessation of use by the University of any such deliverables due to infringement issues makes the retention of other items acquired from the Supplier under this Agreement impractical, the University shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge; and Supplier agrees to refund any sums the University paid for unused Services or other deliverables.
- (e) The Supplier, at its own expense, shall defend any action brought against the University to the extent that such action is based upon a claim that the deliverables supplied by the Supplier or their use or operation, infringe on a patent, copyright, trademark or violate a trade secret. The Supplier shall pay those costs and damages finally awarded or agreed in a settlement against the University in any such action.
- (f) Supplier will not be required to defend or indemnify the University to the extent any claim by a third party against the University for infringement or misappropriation results solely from the University’s material alteration of any Supplier-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Supplier of the claimed infringement.

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

21. DEFAULT AND TERMINATION FOR CAUSE.

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

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

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

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

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

24. CONFIDENTIALITY; CARE OF INFORMATION.

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

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

(c) *Protection of Supplier Trade Secrets under NC Public Records Act.* The University will maintain the confidentiality of the Supplier's "trade secrets", in accordance with N.C. Gen. Stat. § 132-1, et seq. (the "NC Public Records Act"). Trade secrets are defined by North Carolina statute as "business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that derives independent actual or potential commercial value from (i) not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." (See N.C. Gen. Stat. § 66-152). The Supplier shall designate the portions of the materials it delivers to the University that meet this definition of "trade secrets," or that otherwise are exempt from disclosure under the NC Public Records Act, by printing "CONFIDENTIAL" in boldface at the top and bottom of the applicable pages or sections. Under the North Carolina Administrative Code, price information shall not be deemed confidential (NCAC 05B.0103). In spite of what is labeled as confidential, the determination as to whether the information is subject to disclosure shall be determined by North Carolina law. The Supplier is notified that if the confidentiality of material is challenged by other parties, the Supplier has the responsibility of defending the assertion of confidentiality. N.C. Gen. Stat. § 143-52(a).

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

If the Supplier becomes aware of a confirmed or suspected exposure of Sensitive and/or Confidential University Information, the Supplier shall notify the University's IT Help Desk (919962-HELP) and ask that a "Critical Remedy Ticket" be created with the University's Information Security Office. The Supplier shall provide a telephone number at which the reporting party can be reached for more detail. The Help Desk takes calls 24x7x365. The Supplier shall not provide any information regarding the risk to Sensitive Information or Confidential Information until contacted via telephone by a University incident handler. Upon being contacted by the incident handler, the Supplier agrees to provide the University with access to any information that is pertinent to the investigation of the possible compromise of the University's sensitive information or mission critical system, including, but not limited to: log data, metadata, and forensic images.

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

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

(g) *FERPA Acknowledgement.* If the Supplier's Services involve the hosting or accessing of student education records, the Supplier acknowledges and agrees that (i) the University has outsourced to the Supplier the performance of institutional services or functions for which the University would otherwise use its own employees, (ii) the Supplier is considered to be a "school official" with "legitimate educational interests" in "personally identifiable information" from "education records" of University students, as those terms have been defined under FERPA (34 C.F.R. 99), (iii) the Supplier is under the direct control of the University with respect to the Supplier's use and maintenance of data in the education records, and (iv) the Supplier will abide by the limitations and requirements imposed by 34 C.F.R. 99.33(a) on school officials. The Supplier will use such data only for the purpose of fulfilling its duties under this Agreement and will not monitor or share such data with or disclose it to any third party except as required by law or authorized in writing by the University.

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

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

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

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

27. ASSIGNMENT OR DELEGATION OF DUTIES. This Agreement may not be assigned or delegated by Supplier without the written consent of the University. If Supplier requests any assignment, or delegation of duties, the Supplier shall remain responsible for fulfillment of all Agreement obligations. Upon written request, the University may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the University, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Supplier's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of this Agreement. N.C. Gen. Stat. § 143-58.

28. AMENDMENTS/CONTRACT AUTHORIZATION.

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

(b) This Agreement is made subject to the shipment of quantities, qualities, and prices indicated on the Purchase Order and all conditions and instructions on the Purchase Order or the Solicitation Document, as applicable. Any changes made to this Agreement or Purchase Order proposed by the Supplier are hereby rejected unless accepted

in writing by the University's Purchasing Services Department or the Vice Chancellor for Finance and Operations. The University shall not be responsible for products or delivered without a Purchase Order or authorization from the University's Purchasing Services Department. In order to be effective, contracts for university purchases of products or services exceeding \$5,000.00 must be signed by a duly authorized officer of the University's Purchasing Services Department, or the University's Vice Chancellor for Finance and Operations or his/her delegate.

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

- 31. EQUAL OPPORTUNITY.** The Supplier shall abide by the requirements of 41 C.F.R. 601.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or appropriate inquiries regarding compensation. The Supplier will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, disability, or appropriate inquiries regarding compensation.
- 32. 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.
- 33. COMPLIANCE WITH LAWS AND UNIVERSITY POLICIES.** Each Party shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority. The Supplier agrees to comply with all applicable University policies.
- 34. NO BRIBERY; NO BOYCOTT.** Supplier shall adhere to and comply with U.S. anti-boycott laws and all applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act. Supplier shall not directly or indirectly offer, give, promise to give, or authorize the giving of any money, loan, gift, donation, or other thing of value to induce a government official to do or to omit from doing any act in violation of their lawful duty, in order to obtain any improper advantage, or to induce a government official to use his or her influence improperly to affect or influence any act or decision.
- 35. ACCESS TO PERSONS AND RECORDS.** During, and after the term hereof during the relevant period required for retention of records by State law (N.C. Gen. Stat. §§ 121-5 and 1321 *et seq.*, typically five years), the State Auditor and the University's internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, as provided in N.C. Gen. Stat. § 143-49(9), § 14764.7. However, if any audit, litigation, or other action arising out of or related in any way to this Agreement is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- 36. SITUS, GOVERNING LAW, AND VENUE.**
 - (a)** The place of this Agreement, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
 - (b)** In the event the Parties are unable to resolve any dispute relating to this Agreement, the exclusive venue for any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North Carolina.
 - (c)** Pursuant to N.C. Gen. Stat. § 55A-15-01, non-resident Supplier corporations not formed under North Carolina law must be domesticated in the Office of the North Carolina Secretary of State in order to contract with the State of North Carolina.

37. 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.

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

39. CERTIFICATIONS UNDER STATE LAW. The Supplier certifies as follows: (a) its proposal was submitted competitively and without collusion (N.C Gen. Stat. § 143-54); (b) none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C. Gen. Stat. § 143-59.2); (c) it is not an ineligible vendor as set forth in N.C. Gen. Stat. § 143-59.1; (d) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans, specifications, or estimates for the solicitation, or in awarding or administering this Agreement resulting from the solicitation, or in inspecting or supervising the services to be rendered (N.C. Gen. Stat. § 133-32); (e) if any of the services to be performed under this Agreement will be performed outside the United States by the Supplier or the Supplier’s subcontractors, the Supplier has disclosed such information in writing to the University (N.C. Gen. Stat. § 143-59.4); (f) the Supplier and each of its subcontractors for this Agreement comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system (N.C. Gen. Stat. § 143-48.5); and (g) neither the Supplier nor any assignee of the Supplier is identified on a list maintained by the NC State Treasurer noting either: (i) persons engaged in investment activities in Iran (N.C. Gen. Stat. § 147-86.60) or (ii) persons engaged in business activities boycotting Israel (N.C. Gen. Stat. § 14786.80 et seq.). False certification may constitute a Class I felony under North Carolina law.

40. CERTIFICATIONS UNDER FEDERAL LAW. Intentionally Removed

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

42. WARRANTY TERMS.

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

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

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

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

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

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

(v) Supplier represents and warrants to University that the Products and Services meet the accessibility requirements (to the extent applicable) outlined in 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/>.

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

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

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

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

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

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

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

50. HEADINGS, GENDER, AND NUMBER. The headings contained herein are not material parts of the Agreement and should not be used to construe the meaning thereof. The singular of any word or phrase shall be read to include the plural and vice-versa.

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

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

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

ATTACHMENT C: PRICING

Total cost to perform the services required: \$_____

Company Name: _____

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute §143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this contract. The University will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this contract be performed outside the United States? YES NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this contract will be performed by the Vendor, any subcontractors, employees, or other persons performing work under the contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other subcontractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the University, of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the contract outside of the United States YES NO

c) Identify all U.S. locations at which performance will occur:

NOTE: All Vendor personnel and subcontractor personnel providing call or contact center services to the University of North Carolina at Chapel Hill under the contract shall disclose to inbound callers the location from which the call or contact center services are being provided.





THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

PROCUREMENT SERVICES
CONTRACT SERVICES TEAM
104 AIRPORT DRIVE
SUITE 3500, CB #1100
CHAPEL HILL, NC 27599-1100

T 919.962.9463
mark_sillman@unc.edu

FAILURE TO RETURN THIS ADDENDUM IN ACCORDANCE WITH THE INSTRUCTIONS MAY SUBJECT YOUR PROPOSAL TO REJECTION.

To: Prospective Offerors

Subj: UNC-CH Proposal Number: **65-3000011436**

Proposal Opening Date/Time: 10-13-2023

Addendum Date:

09-22-2023

Addendum Number:

01

This addendum is being issued to subject RFP to answer questions raised during the time for questions allowed for in the RFP. Please note that the proposal opening date has been changed to read 10-13-2023 vice 10-06-2023. All responses are to be submitted accordingly. All other information contained in the RFP remains the same.

Due to a typographical error in the Request for Proposal concerning the time for the mandatory site visit, the University is offering a second date and time for a site visit to all companies that desire to see the facility before preparing their proposals. Companies that have already attended a site visit are not required to attend this second opportunity but are welcome if they would like a second look.

The University is also offering an opportunity for all vendors to submit questions regarding this Request for Proposal to ensure that everyone has a clear understanding of what is required. All questions already received shall be held until after the second site visit so that all the questions and answers received can be presented in one addendum.

1. The second **site visit** shall be held at **9:00 A.M. EST on 09-28-2023**. Attendees must meet promptly at this time and date at the Men’s Basketball office glass doors between the Smith Center and Koury Natatorium, Chapel Hill, NC 27599. All attendees must sign in upon arrival and clearly indicate the prospective Supplier represented on the sign in sheet.
2. **Questions** shall be allowed as long as they are sent to mark_sillman@unc.edu as a MS-WORD document, with the subject line of “RFP3000011436 – RFP Questions – company name” and received no-later-than **1:00 P.M. EST on 09-29-2023**.
3. This addendum must be signed below and submitted via email to mark_sillman@unc.edu with the following subject line “RFP3000011436ADD01 acknowledgement – company name”

Execute Addendum

Company Name: _____

Authorized Signature:

Name and Title (Typed): _____

Date: _____



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

PROCUREMENT SERVICES
CONTRACT SERVICES TEAM
104 AIRPORT DRIVE
SUITE 3500, CB #1100
CHAPEL HILL, NC 27599-1100

T 919.962.9463
mark_sillman@unc.edu

FAILURE TO RETURN THIS ADDENDUM IN ACCORDANCE WITH THE INSTRUCTIONS MAY SUBJECT YOUR PROPOSAL TO REJECTION.

To: Prospective Offerors

Subj: UNC-CH Proposal Number: **65-3000011436B**
Proposal Opening Date/Time: **10-20-2023 at 5:00 P.M.EST**
Addendum Date: 10-16-2023
Addendum Number: 02

This addendum is being issued to subject RFP to answer questions raised during the time for questions allowed for in the RFP. Please note that the proposal opening date has been changed to read 10-20-2023 vice 10-13-2023. All responses are to be submitted accordingly. All other information contained in the RFP remains the same.

Question 01: 2.3, p.5, We are requesting an extension of the proposal due date from 10/06/23 to 10/20/23 in order to provide a more accurate and responsive proposal.

Answer: **AGREED**

Question 02: 5.0, p.10, It is our understanding from the pre-bid visit that strategic planning and the evaluation of the facility life span are desired. Please advise if advisory services and/or strategic planning services are required in response to this RFP?

Answer: **BOTH**

Question 03: RFP Section 2.7, page 7, Where should the components (letters b. through f.) fall in the order of the submittal? Other than the Cover Letter, Section 5.1 (PROPOSAL REQUIREMENTS AND FORMAT) does not indicate where the items in Section 2.7 should be located.

Answer: **THEY SHOULD FALL IN THE ORDER THAT THEY ARE LISTED**

Question 04: RFP Section 4.2, page 9, Has a budget been established for this project? If so, can you share it?

Answer: **NO BUDGET HAS BEEN ESTABLISHED**

Question 05: RFP ATTACHMENT C, page 32, Are you looking for “all in” pricing that will include fees as well as other expenses such as travel and printing/shipping of reports? If so, is there a need to concern ourselves with 8. Travel Expense section of Attachment B? Or do you want all expenses broken out separately in our proposal.

Answer: **WE WANT ALL EXPENSES BROKEN OUT SEPARATELY IN THE PROPOSALS**

Question 06: RFP Section 5.0, page 10, What is the quantity of elevators and escalators?

Answer: TWO ELEVATORS, NO ESCALATORS

Question 07: RFP Section 5.0, page 10, What is the quantity of fixed concession stands, kitchens, and portable food carts to be assessed?

Answer: 8 FIXED CONCESSION STANDS. NO KITCHENS, BUT EACH CONCESSION STAND HAS A “PREP ROOM” ATTACHED. PORTABLES VARY THROUGHOUT THE SEASON, TYPICALLY 8-10 PER GAME

Question 08: RFP Section 5.0, page 10, What is the approximate square footage of the roof(s) to be assessed?

Answer: TOTAL ROOF SQUARE FOOTAGE IS APPROXIMATELY 105,544 (93,000 WITHOUT THE DOME; DOME IS APPROXIMATELY 12,544)

Question 09: RFP Section 5.0, page 10, What is the approximate number of parking spaces to be assessed?

Answer: THE ASSESSMENT WILL FOCUS ON THE BUILDING AND ITS COMPONENTS. IF NEEDED, THERE ARE 156 PARKING SPACES IN AN ADJACENT SURFACE LOT.

Question 10: RFP Section 5.0, page 10, Please define “Special Construction” as listed in the property elements.

Answer: THIS IS STANDARD LANGUAGE CODIFIED BY THE DESIGN AND CONSTRUCTION INDUSTRY IN DOCUMENTS USED TO DESCRIBE CONSTRUCTION CONTRACTS. ESSENTIALLY, IT ALLOWS FOR A SECTION WITHIN A PROJECT TO DESCRIBE MORE SPECIALIZED SYSTEMS AND COMPONENTS. SOME EXAMPLES – AIR-SUPPORTED ROOFS, SPRAY-BOOTHES, MODULAR BATHROOMS.

Question 11: RFP Section 5.0, page 10, Does “Restrooms Compliance” mean accessibility/ADA?

Answer: YES

Question 12: RFP Section 5.1, Part 3, page 14, Per line “*Examples of report format (formal hard copy and digital deliverables) are recommended*”, since our submittal is entirely electronic, is it acceptable to include a web link so that you can download an electronic version (PDF) of our sample work?

Answer: YES, THAT IS ACCEPTABLE

Question 13: 5.0 SCOPE OF WORK Facility Reinvestment Calculations on page 12 of the RFP refers to a annualized reinvestment plan for the replacement of components by the Consultant. What period of time is sought by the University; 5, 10, or more years?

Answer: 5, 10 AND 15 YEARS

Question 14: 5.0 SCOPE OF WORK: May we interview the management staff operating the Dean E. Smith Center during the work process, if awarded?

Answer: YES, (DUPLICATE OF QUESTION 15 BELOW)

Question 15: 5.0 SCOPE OF WORK: May we interview the management staff operating the Dean E. Smith Center during the work process, if awarded?

Answer: YES

Question 16: ATTACHMENT B: UNIVERSITY CONTRACT TERMS AND CONDITIONS: Would additional provisions be considered to be added to into the final Purchase Order/Agreement if we were selected as the preferred proponent?

Answer: POSSIBLY IF YOUR PROPOSAL IS FOUND TO BE FAIR AND REASONABLE AND MOST ADVANTAGEOUS TO THE UNIVERSITY. YOU NEED TO INCLUDE YOUR REQUESTED CHANGES WITH YOUR PROPOSAL.

Question 17: Would it be possible to get a copy or a list of participants on the sign-in sheet from the walkthrough yesterday morning?

Answer: IT HAS BEEN ATTACHED.

Question 18: RFP Section 5, Page 10, As part of the scope of the evaluation, is the University interested in programming and adjacencies analysis of the facility, along with recommended upgrades to accompany the assessment of physical infrastructure and priorities for corrections to current conditions?

Answer: YES

Question 19: RFP Section 2.7, Page 7 / RFP Section 5.1, Pages 12-14 / RFP Pages 2-3, As the proposal format requirements seem to conflict between these two sections, could the University clarify the required format? Specifically, we have the following questions:

- Section 2.7 lists Attachments A and B as part of the proposal, however, these appear to be information only – does the University need these to be included in the proposal?

Answer: YES

- Should Attachment C, Pricing be included in Part 4, along with our hourly rates and price for additional square footage? Similarly, does Attachment D also fall in this section with the work plan?

Answer: YES

- Where should the required execution pages – 2 and 3 of the proposal fall within the required format detailed in section 5.1?

Answer: THEY SHOULD BE IN FRONT OF THE COVER PAGE.

Question 20: RFP Section 2.6, Page 7, Please confirm whether the bid should be submitted via NC Bids or via email to mark_sillman@unc.edu?

Answer: WE HAVE FOUND THAT THERE IS A POSSIBLE FLAW IN THE BID CUT OFF PROGRAM IN NC BIDS AND REQUEST THAT YOU SEND ONE COPY THROUGH NC BIDS AND THEN EMAIL A COPY TO mark_sillman@unc.edu WITH THE SUBJECT LINE OF “RFP - 3000011436B – COMPANY NAME”. PLEASE TELL US IN THE EMAIL AT WHAT DATE AND TIME THAT YOU SENT IT THROUGH NC BIDS SO THAT WE CAN VALIDATE IF THERE IS A TRUE ISSUE.

ANYONE WHO HAS ALREADY TRIED TO SUBMIT A PROPOSAL (4 THAT WE THINK) SHOULD CAREFULLY READ THE QUESTIONS AND ANSWERS AND SUBMIT A NEW PROPOSAL WITH THE NEW PROPOSAL NUMBER FOLLOWING THE INSTRUCTIONS ABOVE.

Question 21: Are the design build documents available?

Answer: YES, AND THEY WILL BE SHARED WITH THE VENDOR WHO IS AWARDED THE CONTRACT.

Question 22: Are there any inventory reports that can be shared?

Answer: YES, AND THEY WILL BE SHARED WITH THE VENDOR WHO IS AWARDED THE CONTRACT.

Question 23: How are the utilities handled?

Answer: BY VARIOUS UNIVERSITY DEPARTMENTS.

Question 24: Is it the University's preference that a team be led by an Architect/Engineer firm or some other established entity?

Answer: NO PREFERENCE AT THIS POINT

Question 25: Will the project be awarded to the lowest bidder, or will that be one of several factors considered, (i.e. team, experience, expertise, etc.)?

Answer: **3.3 EVALUATION CRITERIA**

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

35% Prior experience of the team in assessing arenas or at minimum large public assembly buildings.

25% Expertise in the range of building systems plus cost estimating.

25% Cost.

15% Clearly communicated proposal and delivery timeline.

4. Check ONE of the following options for this addendum:

- Proposal has not been mailed. Any changes resulting from this addendum are included in our Proposal.
- Proposal has already been mailed. No changes resulted from this addendum.
- Proposal has already been mailed. Changes resulting from this addendum are as follows.

5. This addendum must be signed below and submitted with your:

- a. Proposal if this is not a two-step RFP.
- b. Technical Proposal if this is a two-step RFP.
- c. Separate correspondence if you have already sent in your proposal.

Execute Addendum

Company Name: _____

Authorized Signature: _____

Name and Title (Typed): _____

Email address: _____

Date: _____



THE UNIVERSITY OF NORTH CAROLINA
AT
CHAPEL HILL

Procurement Services
PURCHASING-SERVICES

PRE-PROPOSAL and or BID CONFERENCE/SITE VISIT ATTENDANCE LOG

Proposal/Bid Number: 3000011436
Description: Facilities Condition and Needs Assessment
Date: 09-22-2023

Start Time: 9:00 A.M. End Time: 1:00 P.M. Location(s): N/A

Purchasing Agent: MARK SILLMAN Phone#: 919-962-9463 Email: mark_sillman@unc.edu

Please be reminded that your sealed proposals/bids are due no later than **1:00 P.M.**, on **10-06-2023**.

I MARK SILLMAN MARK SILLMAN MARK SILLMAN certify that the below listed people were present for the entire time, unless noted with an asterisk (*).

Name	Title	Company Representing	Phone Number	Email Address
RICH HIXON	V?	CAA) C/A/J	412.310.9838	rich.hixon@caaicon.com
JEFF FOX	Sr. VP	BUREAU VERITAS	443-413-4293	JEFF.FOX@BVNA.COM
George Wilson	Managing Dir	CBRE	94.310.0308	george.wilson@cbre.com
LARRY L. DAVIS	FCA Director	CBRE	336-408-8217	LARRY.DAVIS@CBRE.COM
JIMMY EDWARDS	PRINCIPAL	DAVIS KONE ARCHITECTS	771.833.3737	JEDWARDS@DAVISKONE.COM
JULIE MCLAURIN	PRINCIPAL	DLR GROUP	919.414.4057	JMCLAURIN@DLRGROUP.COM
MATT TERRELL	RAMS CLUB	f2.Ams cl..u53	919-475-3271	MAT@RAMSCLUB.COM

		Title	Company Representing	Phone Number	Email Address
CLINT GWALTHY	SR ASSOC		UNC ATHLETICS	919 475 2693	clint@unc.edu
Stephen Iannotta	Assoc. AD		UNC Athletics	984 364 9728	iannotta@unc.edu
Kip Hixson	SR MGR		UNC Athletics	919 883 1111	kip@unc.edu
* 9-28-23 @ 0900 AM					
Timothy Hilton	Principal		Bennett & Pless	919-357-2988	thilton@bennettandpless.com
NOAH McDONALD	SR PM		TA LOVING	919-730-1858	NMCDONALD@TA-LOVING.COM
RICH HIXON	VP		CAA ICON	412-310-9838	rich.hixon@caaicon.com
GAURAV GUPTA	PM		Perkins & Will	704 965 2842	gaurav.gupta@perkinswill.com
Laura Gwyn	Managing Principal		Perkins & Will	(919) 602 2277	laura.gwyn@perkinswill.com
Jessica Killian	Director		CBRE	919 906 9907	jessica.killian@cbre.com
Kyle Hawkins	SR PM		JLL	919-609-7080	Kyle.hawkins@jll.com
CHRIS COBB	SR PM		LYNCH MYKINS	958-245-5763	CCOBB@LYNCHMYKINS.COM
HEATHER HASKINS	ALL IN DIR		LYNCH MYKINS	919 610 0579	HASKINS@LYNCHMYKINS.COM
RACHEL PAUSIN	MNG. DIR.		WALTER P MOORE	336 416 5285	rpalsin@walterpmoore.com
MATT TERRILL	TRAMS CLUB		TRAMS CLUB	919-475-3271	MATTE@RAMSCLUB.COM

ENDED @ 10:02 AM

[Signature]