

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 3500 Administrative Office Building 104 Airport Drive Chapel Hill, NC 27599	Request for Proposals (RFP) No.: RFP020625AMG
	Title: AV Equipment & Installation Services for Kenan-Flagler Business School Addition (Steven D. Bell Hall)
Refer <u>ALL</u> inquiries regarding this RFP to: Name: Alicia Grieger Title: IT Category Manager Email Address: agrieger@email.unc.edu	Issue Date: February 6, 2025
	Due Date and Time: March 20, 2025 at 3:00 PM Eastern Time (ET)

OFFER

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

EXECUTION PAGE

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

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

VENDOR NAME:		
STREET ADDRESS:	P.O. BOX:	
CITY, STATE & ZIP:	WEB ADDRESS:	
PRINT NAME & TITLE OF PERSON SIGNING:	PHONE NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL ADDRESS:

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

ACCEPTANCE OF OFFER

If any or all parts of this offer are accepted, an authorized representative of the University shall affix its signature hereto. Acceptance shall create a contract having an order of precedence as follows: special terms and conditions specific to the RFP, if any; specifications and requirements of the RFP and the Design Documentation; the University Information Technology (IT) Terms and Conditions; and the agreed portion of the awarded Vendor's offer (including any Best and Final Offer(s)). A copy of this acceptance will be forwarded to the awarded Vendor(s).

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

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

Request for Proposals No.:

RFP020625AMG

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

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

Vendor Name

Vendor eVP Number

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

Electronic responses ONLY will be accepted for this solicitation.

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1.0 ANTICIPATED PROCUREMENT SCHEDULE

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

Action	Responsibility	(no later than) Date and Time
RFP Issued	University	February 6, 2025
Mandatory Pre-Offer Conference and Tour	University	February 19, 2025 at 2:30 PM ET
Written Questions Deadline	Vendors	February 26, 2025 at 3:00 PM ET
University's Response to Written Questions / RFP Addendum Issued	University	March 6, 2025
Offer Deadline	Vendors	March 20, 2025 at 3:00 PM ET
Contract Effective Date	University	TBD

2.0 PURPOSE OF RFP

2.1 INTRODUCTION

The University of North Carolina at Chapel Hill (the "University"), for its Kenan-Flagler Business School (KFBS), is soliciting proposals from qualified vendors to provide audiovisual (AV) equipment and installation services for Stephen D. Bell Hall ("Bell Hall").

Bell Hall is a new state of the art building with approximately 30,000 square feet (SF) of classroom space and a total project area of 156,000 SF. When completed, Bell Hall will allow KFBS to admit 50% more students into its Undergraduate Business Program and modernize the learning environment for students in all of its top-ranked Undergraduate Business, Master of Accounting, Master of Business Administration (MBA) and Doctor of Philosophy (PhD) programs.

Bell Hall will be located at 175 William Blythe Drive in Chapel Hill, NC. The facility includes four (4) stories of classrooms, program offices, meeting, group study and interview spaces, a penthouse, and two (2) below grade levels of parking (not included in the gross SF). Bell Hall will house a 240-seat multi-purpose event facility with ceiling mounted sky fold dividing walls, a café and dining facility, sixteen (16) tiered and flat teaching classrooms, an interview suite with meeting rooms, and student support, study and collaboration spaces.

The scope also includes renovations to the second floor of the existing McColl Building where two (2) classrooms have been removed and replaced with new lounge seating and study spaces.

KFBS is looking for a capable technology integration firm that can provide, configure, install, test and commission the multiple, integrated AV systems throughout Bell Hall. These systems include, but are not limited to, large direct view projection systems, AV-over-IP (AVoIP) building-wide signal distribution, Dante networked audio, divide/combine classrooms, and Crestron AV control systems all centered around interactive education. Prior experience with networking, AVoIP and advanced control system programming is strongly preferred. Proposed solutions must meet the intended basis of design, quality standards, technical specifications, installation delivery timeframes coordinated with the building construction schedule, and warranties as defined in this RFP and the Design Documentation.

The AV systems and specifications have been designed by Newcomb & Boyd out of their Atlanta and Raleigh offices and coordinated as a consultant to LS3P, the architect of record. The designs have been carefully constructed and the University's expectation is for minimal variations. Several items in scope are Brand

Specific to keep within the KFBS Academic Technologies standardization efforts, so equipment substitutions will not be accepted for these items. The Bell Building Equipment Worksheet indicates for each item whether alternates will be accepted for consideration. Reference the Design Documentation included with this RFP for more information.

Bell Hall is scheduled to be completed and occupied in late September 2025. AV system installations will be phased and are expected to begin as soon as possible after the contract is executed. As of the Issue Date of this RFP, the construction schedule is as follows:

- Start of cable pulling by March 2025. Conduit is already installed with string pulls to all AV back boxes.
- Building dry-in is complete and HVAC is currently operating within the building.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto. While the intent of this RFP is to award a contract to a single vendor, the University reserves the right to award a contract to more than one (1) vendor if it is considered to be most advantageous to the University to do so.

2.2 AGENCY BACKGROUND

Kenan–Flagler Business School is the business school of The University of North Carolina at Chapel Hill, a public research university located in Chapel Hill, North Carolina. Founded in 1919, the school was renamed to its current name in 1991 in honor of Mary Lily Kenan and her husband, Henry Flagler. The school offers programs for granting a Bachelor of Science (BS) in Business Administration (BSBA), a Master of Business Administration (MBA), an executive MBA, a Master of Accounting (MAcc), a Doctor of Philosophy (PhD), a business certificate, and executive education programs. It is accredited by the Association to Advance Collegiate Schools of Business.

2.3 RFP DOCUMENT

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

2.4 INTERPRETATION OF TERMS AND PHRASES

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

3.0 TERMS AND CONDITIONS

3.1 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

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

All offers submitted in response to this RFP are subject to the terms and conditions outlined herein, and any resulting contract shall be governed by the terms and conditions of the RFP. By execution and delivery of an offer in response to this RFP, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s offer as nonresponsive.

3.2 CONTRACT TERM

A contract awarded pursuant to this RFP shall have an effective date as provided in either the Notice of Award or the resulting contract, as applicable (the "Effective Date"). The contract shall be binding on both parties from the Effective Date through the satisfactory completion of the work required under the RFP, and shall be complete when final payment has been made, unless terminated earlier in accordance with the terms and conditions of the RFP.

3.3 CONTRACT TYPE

This RFP will establish a closed-ended contract between the Contractor(s) (if any) and the University to furnish a pre-determined quantity of goods and/or services during a specified period of time.

The University reserves the right to make partial, progressive or multiple awards (a) where it is advantageous to award separately by line item(s), (b) where more than one Vendor is needed or desired to meet the contemplated specifications as to quantity, quality, delivery, service, or geographical areas, and (c) where other factors are deemed to be necessary or proper to the purchase in question.

4.0 SCOPE OF WORK

4.1 GENERAL

Provide, configure, install, test, and commission the AV systems in accordance with the Design Documentation.

4.2 RELATED WORK

Bell Hall is a new construction project that includes the renovation of a portion of the existing McColl Building.

The infrastructure to support the AV systems has been installed under a separate contract. This includes, but is not limited to, boxes, conduit, raceways, and coordinated power and cooling to support the AV systems included in this scope. Floor plans and reflected ceiling plans (RCPs) showing locations of many of the devices are included in the AV infrastructure drawing set (AV-### series), which is included in the Design Documentation.

The structured cabling system has also been installed under a separate contract.

Active network equipment is provided and installed by KFBS.

KFBS accepted the design of the instructor stations and podiums in 2024, and these items have been purchased. Vendor shall be responsible for (a) integrating equipment into these millwork pieces, and (b) coordinating the logistics of this as required (e.g., Vendor shall take delivery of the instructor stations and/or podiums for equipment installation).

5.0 REQUIREMENTS

To be eligible for consideration, Vendor must meet all of the following requirements. Vendor shall return with its offer a completed Attachment G: Requirements Checklist.

5.1 MANDATORY PRE-OFFER CONFERENCE AND TOUR

Vendor must have at least one (1) representative in attendance at the mandatory pre-offer conference and tour to be held on February 19, 2025 at 2:30 PM ET. Reference Section 8.2.1 (Pre-Offer Conference and Tour) of this RFP for more information.

5.2 REQUIRED QUALIFICATIONS

Vendor must meet all of the required qualifications listed in Specification Section 274010 (Audio-Visual General), Part 1 (General), Paragraph 1.6 (Contractor Qualifications at the Time of Bid) of the Design Documentation.

5.3 COMPLIANCE

Subject to any documented exceptions (reference Specification Section 274010 (Audio-Visual General), Part 1 (General), Paragraph 1.8 (Information to be Submitted with the Bid Return), Subparagraph C (Statement of Compliance, Exceptions) of the Design Documentation), Vendor must comply with all the specifications and requirements of this RFP and the Design Documentation.

5.4 COMPLETION

All work included herein shall be complete and operational no later than August 15, 2025. Vendor shall be capable of providing any and all qualified resources necessary to meet this completion date.

Work shall be coordinated with the General Contractor in accordance with the then-current building construction schedule and Vendor shall complete the work by the targeted dates by floor. All AV equipment must be installed and all wiring completed for approval by electrical inspection to receive Beneficial Occupancy.

A copy of the building construction schedule that is current as of the Issue Date of this RFP is included in the Design Documentation.

5.5 INSURANCE

Vendor shall purchase and maintain the following:

- a) Insurance coverage as outlined in Attachment B: University IT Terms and Conditions, Section 11 (Insurance Coverage); and
- b) Property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof of the scope of work included in this RFP. This insurance shall include the interests of the University, the Vendor, and any subcontractors or subsubcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the University is damaged by failure of the Vendor to purchase or maintain such insurance, then the Vendor shall bear all reasonable costs properly attributable thereto. Furthermore, the Vendor shall obtain and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

Proof of insurance must be provided prior to award of contract.

6.0 COST OF VENDOR'S OFFER

6.1 OFFER COSTS

Offer price shall constitute the total cost to the University for complete performance in accordance with the specifications and requirements herein, including all applicable charges for handling, administrative, and other similar fees and expenses. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

Vendor shall return with its offer a completed Bell Building Equipment Worksheet – reference the Design Documentation.

6.2 PAYMENT SCHEDULE

If applicable, Vendor shall propose its itemized payment schedule based on the content of its offer. All payments must be based upon acceptance of goods and/or services by KFBS.

7.0 EVALUATION

7.1 SOURCE SELECTION

A trade-off method of source selection will be utilized in this procurement to allow the University to award this RFP to the Vendor providing the Best Value, while recognizing that Best Value may not result in an award to

the Vendor offering the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

7.1.1 EVALUATION PROCESS

University employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will be rejected and will not be considered further. All Responsive Offers will be evaluated based on stated evaluation criteria.

7.1.2 SUBSTANTIAL CONFORMITY

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

7.1.3 CLARIFICATIONS

The evaluation committee may request clarifications from or open communications with any or all Vendors as allowed by 9 NCAC 06B.0307. However, the University may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Chapel Hill, North Carolina or meet via remote meeting technology to discuss technical and contractual aspects of the offer.

7.1.4 NO UNIVERSITY OBLIGATION

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

7.2 EVALUATION CRITERIA

All Responsive Offers will be evaluated based on the following evaluation criteria:

- a) How well the Vendor's offer conforms to the specifications
- b) How each Vendor's offer compares with other Vendors' offers
- c) Pricing¹
- d) Proposed alternates, if any
- e) Vendor schedule / timeline for completing the work²
- f) Warranty and service contract
- g) Strength of proposed personnel
- h) Strength of relevant references
- i) Past experience working at The University of North Carolina at Chapel Hill³
- j) Risks associated with Vendor's offer

1. The University, in its sole discretion, may or may not conduct a line-by-line review of the Bell Building Equipment Worksheet to ensure that all required devices are included. Pricing for each system type will be evaluated as a complete and operational system.
2. Vendor must provide a detailed AV installation schedule coordinated with the building construction schedule.

3. Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the University, or violated rules or statutes applicable to public bidding in the State of North Carolina.

7.3 BEST AND FINAL OFFER (BAFO)

The University reserves the right to negotiate with one or more Vendor(s), and to request such Vendor(s) to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the University.

7.4 POSSESSION AND REVIEW

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

After award of contract the complete bid file will be available to any interested persons with the exception of trade secrets, test information or similar proprietary information as provided by statute and rule. Any proprietary or confidential information which conforms to exclusions from public records as provided by N.C.G.S. §132-1.2 must be clearly marked as such in the offer when submitted. Under 1 NCAC 05B.0103, price information shall not be deemed confidential.

8.0 VENDOR INFORMATION AND INSTRUCTIONS

8.1 GENERAL CONDITIONS OF OFFER

8.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all references, enclosures and attachments (including but not limited to the Design Documentation), and comply with all specifications, requirements and the University's intent as specified herein. Vendors are also responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP. If a Vendor discovers an inconsistency, error or omission in this RFP, the Vendor should request a clarification from the University's contact person.

8.1.2 RIGHTS RESERVED

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

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

8.1.3 SOLICITATION AMENDMENTS OR REVISIONS

Any and all amendments or revisions to this document shall be made by written addendum from the University.

8.1.4 ORAL EXPLANATIONS

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

8.1.5 PROHIBITED COMMUNICATIONS

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

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

8.1.6 AWARDS

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

8.1.7 PROTEST PROCEDURES

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

8.2 GENERAL INSTRUCTIONS FOR VENDOR

8.2.1 PRE-OFFER CONFERENCE AND TOUR

What: *Mandatory* pre-offer conference and tour

Who: All Vendors intending to submit an offer in response to this RFP

When: February 19, 2025 at 2:30 PM ET

Where: Kenan Center, Room 204 – located at 300 Kenan Center Drive, Chapel Hill, NC

Parking: All attendees must park in the Visitor Lot at the south side of Kenan Center Drive. The Visitor Lot is also accessible from Mason Farm Road. Due to a home basketball game that night, all attendees must exit the Visitor Lot no later than 5:15 PM ET.

Parking Passes: All attendees must obtain a parking pass in one of the following two ways:

1. Prior to the conference, attendees can obtain a digital parking pass which must be printed and placed on their vehicle's dashboard. Contact Maggie Rohrs at maggie_rohrs@kenan-flagler.unc.edu for a digital parking pass or any additional information regarding access to the Visitor Lot.
2. On the day of the conference, attendees can obtain a physical parking pass from the main reception desk on the first floor of the Kenan Center.

Contact Information: Michael Ambrose, AIA, 215.816.8695, michael.ambrose@fac.unc.edu

NOTE: Mr. Ambrose may ONLY be contacted by vendors with questions related to pre-offer conference and tour logistics – reference Section 8.1.5 (Prohibited Communications) of this RFP.

Vendor must have at least one (1) representative in attendance at the mandatory pre-offer conference and tour to be held on February 19, 2025 at 2:30 PM ET. Offers received from any Vendor that did NOT have a representative in attendance at the pre-offer conference and tour **will be rejected**.

In-person attendance is required. All attendees must sign in upon arrival and clearly indicate the Vendor represented on the sign-in sheet.

Attendees are strongly encouraged to arrive on time. **ANY VENDOR REPRESENTATIVE ARRIVING AFTER 2:45 PM ET WILL NOT BE ALLOWED TO SIGN IN OR ENTER THE CONFERENCE ROOM, NOR SHALL THEIR OFFER BE CONSIDERED.**

Attendees will tour the new Bell Hall building immediately following the conference. Attendees must stay for the entire duration of the conference and tour, which is estimated at two (2) hours.

The purpose of this pre-offer conference and tour is for all prospective Vendors to apprise themselves with the conditions and specifications which will affect the performance of the work called for by this RFP. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the conference or the tour which conflicts with, supersedes, or adds to specifications in this RFP must be confirmed by written addendum before it can be considered to be a part of this RFP – reference Section 8.2.2 (Questions Concerning the RFP) of this RFP.

8.2.2 QUESTIONS CONCERNING THE RFP

Written questions concerning this RFP will be received until February 26, 2025 at 3:00 PM ET (the "Written Questions Deadline"). Date and time of receipt shall be as indicated on the email received by the University; late submissions will not be accepted.

Vendors' questions posed orally at the pre-offer conference and tour must be reduced to writing by the Vendor and provided to the University in accordance with this Section 8.2.2. **Oral answers are not binding on the University.**

Written questions must be submitted to the contact person listed on Page One of this RFP via email. Please enter "Questions Solicitation RFP020625AMG" as the subject for the message. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

8.2.3 ADDENDUM TO RFP

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

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

8.2.4 COSTS RELATED TO OFFER SUBMISSION

Costs for developing and delivering an offer in response to this RFP and any subsequent interview, oral presentation, or product demonstration as requested by the University are entirely the responsibility of the Vendor. The University is not liable for any expense incurred by the Vendors in the preparation or presentation of their offers.

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

8.2.5 ALTERNATE OFFERS

The AV systems and specifications have been carefully constructed and the University's expectation is for minimal variations. Several items in scope are Brand Specific to keep within the KFBS Academic Technologies standardization efforts, so equipment substitutions will not be accepted for these items. The Bell Building Equipment Worksheet indicates for each item whether alternates will be accepted for consideration. Reference the Design Documentation included with this RFP for more information.

With that in mind, Vendor may submit alternate offers as follows:

- a) Vendor may submit alternate offers for various levels of service or products as defined in the Design Documentation – reference (a) Specification Section 274010 (Audio-Visual General), Part 1 (General), Paragraph 1.8 (Information to be Submitted with the Bid Return), Subparagraph B (Costs & Pricing – Equipment Worksheet), and (b) Specification Section 274010 (Audio-Visual General), Part 2 (Products), Paragraph 2.2 (Substitutions, Alternate Equipment). If Vendor chooses to respond with various service or product offerings, each offer must be for a specific set of services and products and at specific pricing. Alternates and substitutions will only be considered if they meet the requirements defined in the specifications.
- b) Should Vendor have recommendations which will enhance the performance of the system or reduce costs without loss of performance, such comments shall be made in the bid submission. All suggestions that are of value to the University will be taken into consideration in the evaluation of the offers. All such offers shall be made as “alternates”, with the appropriate cost modifications shown separate and apart from the costs of the system “as specified”. Full technical information, product data sheets and specifications for proposed alternate equipment shall be provided for Owner review. In addition, Vendor shall clearly identify verifiable instances where such exceptions have been successfully implemented.

Alternate offers must specifically identify the RFP specification(s) and advantage(s) addressed by the alternate offer. Any alternate offer(s) must be submitted as a separate file, clearly marked “Alternate Offer for ‘name of Vendor’”, and numbered sequentially with the first offer if separate offers are submitted.

Offers of alternate or non-equivalent goods and/or services must be supported by independent documentary verification that the offer substantially conforms to the goods and/or services specified

in the RFP. Notwithstanding the foregoing, alternate offers may be rejected if not found to be substantially conforming at the sole discretion of the University.

8.2.6 MODIFICATIONS TO OFFER

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

8.2.7 BASIS FOR REJECTION

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

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

8.2.8 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

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

8.2.9 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

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

This RFP is available electronically on the eVP.

8.2.10 VENDOR INFORMATION

Vendor shall return with its offer a completed Attachment C: Description of Offeror Form.

8.3 INSTRUCTIONS FOR OFFER SUBMISSION

8.3.1 GENERAL INSTRUCTIONS FOR OFFER

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

- a) Organize the offer in the exact order in which the specifications are presented in the RFP. The Execution Page of this RFP should be placed at the front of the offer. Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP specification and the specific page of the response in the Vendor's offer.

- b) Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
- c) Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.
- d) Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP.
- e) Furnish all information requested; and if response spaces are provided in this RFP, the Vendor shall furnish said information in the spaces provided. Any references in an answer to another location in the RFP materials or offer shall have specific page numbers and sections stated in the reference. Further, if required elsewhere in this RFP, each Vendor must submit with its offer sketches, descriptive literature and/or complete specifications covering the products offered.
- f) Only information that is received in response to this RFP will be evaluated. References to information previously submitted or available via the internet will not suffice as a response to this solicitation.
- g) Any offer that does not adhere to these instructions may be rejected.

8.3.2 OFFER ORGANIZATION

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

- a) Completed and signed Execution Page
- b) Completed eVP Number form
- c) Signed receipt pages of any addenda released in conjunction with this RFP
- d) Completed and signed Requirements Checklist (Attachment G)
- e) Completed Description of Offeror Form (Attachment C)
- f) Information and documentation requested in Specification Section 274010 (Audio-Visual General), Part 1 (General), Paragraph 1.8 (Information to be Submitted with the Bid Return) of the Design Documentation, including but not limited to the following:
 - i) Completed Bell Building Equipment Worksheet
 - ii) Statement of Compliance
 - iii) Bidder Information
 - 1) General Information
 - 2) Project References
 - 3) Other Work Performed for the University
 - iv) Subcontracting Information
 - v) Statement of Warranty and Service Contract
 - vi) Schedule of Installation
- g) Proof of required insurance (reference Section 5.5 of this RFP)
- h) Signed Vendor Certification Form (Attachment D)

- i) Completed Location of Workers Utilized by Vendor Form (Attachment E)
- j) Completed and signed Certification of Financial Condition Form (Attachment F)
- k) Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.

8.3.3 OFFER SUBMITTAL

Due date and time: March 20, 2025 at 3:00 PM ET

Offers must be submitted (a) by the due date and time, (b) via the North Carolina electronic Vendor Portal (eVP), located at <https://evp.nc.gov>, and (c) with the Execution Page signed and dated by an official authorized to bind the Vendor's firm.

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

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

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

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

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

If the Vendor's offer contains any trade secrets (as defined in Attachment B, Section 17 (c) (Protection of Vendor Trade Secrets under NC Public Records Act)), then the Vendor must provide one (1) signed, original electronic copy and one (1) redacted electronic copy.

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

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

8.3.4 PUBLIC OPENING

The name of each Vendor will be announced at a public, virtual Zoom meeting to be held at 4:00 PM ET on March 20, 2025. Attendance is optional – please use the following information to join the meeting:

Meeting Link: <https://unc.zoom.us/j/91387930760?pwd=AH7rzLncr554G6j2Ebfb6oErHRNfQV.1>

Meeting ID: 913 8793 0760

Passcode: 288542

8.3.5 TABULATIONS

All offers (except those that (a) have been previously withdrawn, or (b) are found to be non-responsive) will be tabulated. The tabulations shall be made public via the North Carolina electronic Vendor Portal (eVP), located at <https://evp.nc.gov>.

9.0 OTHER REQUIREMENTS AND SPECIAL TERMS

9.1 VENDOR UTILIZATION OF WORKERS OUTSIDE THE UNITED STATES

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

Vendor shall return with its offer a completed Attachment E: Location of Workers Utilized by Vendor Form.

9.2 FINANCIAL STABILITY

The Vendor shall provide evidence of financial stability by returning with its offer a completed Attachment F: Certification of Financial Condition Form.

9.3 VENDOR'S REPRESENTATIONS

9.3.1 QUALIFIED PERSONNEL

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

9.3.2 INTELLECTUAL PROPERTY

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

9.3.3 INHERENT SERVICES

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

9.3.4 VENDOR PERFORMANCE

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

9.4 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of any resulting contract without prior written approval by the University. The individuals designated as key personnel for purposes of any resulting contract are those specified in the Vendor's offer. Any desired substitution shall be noticed to the University in writing accompanied by the names and references of Vendor's recommended substitute personnel. The University will approve or disapprove the requested substitution in a timely manner. The University may, in its sole discretion, terminate the services of any person providing services under any resulting contract. Upon

such termination, the University may request acceptable substitute personnel or terminate the services provided by such personnel.

9.5 SECURITY AND BACKGROUND CHECKS

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

9.6 DISCLOSURE OF LITIGATION

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

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

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

9.7 CRIMINAL CONVICTION

In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is (a) convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; (b) convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; (c) convicted under State or federal antitrust statutes; or (d) convicted of any other criminal offense which in the sole discretion of the University reflects upon the Vendor's business integrity, such Vendor shall be prohibited from entering into a contract for goods or services with any department, institution or agency of the State.

9.8 ASSURANCES

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

- a) the ability of the Vendor or its subcontractor(s) to continue to perform the contract in accordance with its terms and conditions, or

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

9.9 CONFIDENTIALITY OF OFFERS

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

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

9.10 PROJECT MANAGEMENT

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

9.11 MEETINGS

Contractor shall conduct weekly meetings throughout the course of the scope of work included herein with KFBS and the design team to provide updates on the progress of the work and identify any issues. These meetings shall begin with a kick-off meeting to be arranged after award of contract at a time and place agreed upon by the Contractor and KFBS.

Contractor is further required to meet with KFBS personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of any resulting contract. Meetings will occur as problems arise and will be coordinated by KFBS. Contractor will be given reasonable and sufficient notice of meeting dates, times, and locations.

9.12 RECYCLING AND SOURCE REDUCTION

It is the policy of this University to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor

remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the University those products or packaging they offer which have recycled content and that are recyclable.

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ATTACHMENT A: DEFINITIONS

- 1) **Barnhill:** Barnhill Contracting Company.
- 2) **Best Value:** The selection of a vendor based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor. The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the vendor's proposal; the vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.
- 3) **Brand Specific:** Manufacturer name and product description are product specific. The item offered must be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support.
- 4) **Contractor:** The awarded Vendor(s).
- 5) **Design Documentation:** LS3P and Newcomb & Boyd design documentation located at the following web address:

https://newcombandboyd.sharepoint.com/:f/s/18N041/Ei3mVo8adjVLk_DJZYHUpXwBKWp-r-KgewHNUOTy6LMSdA

The password is **DeanSmith879**.
- 6) **eVP:** The North Carolina electronic Vendor Portal (eVP), located at <https://evp.nc.gov>, is the State of North Carolina's system to connect vendors with state government organizations that purchase goods and services.
- 7) **General Contractor:** Barnhill / Holt Brothers, a 75/25 Joint Venture.
- 8) **Holt Brothers:** Holt Brothers Construction.
- 9) **KFBS:** Kenan-Flagler Business School.
- 10) **LS3P:** LS3P Associates, Ltd., the architect of record.
- 11) **Newcomb & Boyd:** Newcomb & Boyd, LLP, the AV consulting and engineering firm.
- 12) **Responsive Offer:** An offer that (a) was submitted in accordance with Section 8.3.3 (Offer Submittal), and (b) meets the requirements outlined in Section 5.0 (Requirements) of this RFP.
- 13) **University:** The University of North Carolina at Chapel Hill.
- 14) **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.

ATTACHMENT B: UNIVERSITY INFORMATION TECHNOLOGY (IT) TERMS AND CONDITIONS

1. DEFINITIONS. As used herein,

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

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

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

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

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

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

(g) "Software" means all compiled or uncompiled source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts, or other materials that constitute the software programs necessary for the proper function and operation of an integrated audiovisual (AV) system.

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

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

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

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

2. PAYMENT TERMS.

(a) *Terms.* All invoices shall be submitted to the University's Systems and Operations Department unless otherwise instructed on the face of the Purchase Order. Payment terms are net thirty (30) days after the University's receipt of a correct invoice or acceptance of the Products and Services, whichever is later. For Software purchases, the total license fee and the support and/or maintenance fee (provided the University subscribes or purchases such services) for the first year shall be invoiced upon delivery of the Software. The Software support and/or maintenance fee for subsequent Contract years, if any, will be invoiced annually sixty (60) days prior to the anniversary date beginning each subsequent year.

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

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

4. TRANSPORTATION OF PRODUCTS. Transportation of Products shall be FOB Destination unless otherwise specified in the Solicitation Document or Purchase Order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional

charges shall not be honored for payment unless authorized in writing by the University. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the Purchase Order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

5. STANDARDS.

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

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

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

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

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

(f) *Information Security Compliance and Certifications.* At all times during the term of this Agreement, Vendor shall (1) use information security best practices for transmitting and storing potentially sensitive information; (2) employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols; (3) comply with all applicable laws and regulations regarding privacy and data security; (4) provide the most current SOC 2 Type 2 report at least once every 2 years or at the University's reasonable request; (5) maintain ISO/IEC 27000 series information security best practices; and (6) in the event Vendor is acting as a Service Provider as defined by the Payment Card Industry Data Security Standard (PCI-DSS), comply with the Payment Card Industry Data Security Standard (PCI-DSS) and provide appropriate PCI attestation documentation. The University reserves the right to conduct or request the Vendor to have an independent third party security audit performed.

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

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

of the Vendor under this Agreement.

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

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

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

11. INSURANCE COVERAGE.

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

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

(c) *Workers' Compensation Insurance.* Vendor, at its sole cost and expense, shall maintain Workers' Compensation Insurance in accordance with the limits and terms required by the laws of North Carolina, as well as Employers' Liability coverage with minimum limits of \$500,000, covering all of Vendor's employees who are engaged in any work under this Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under this Agreement.

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

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

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

13. INDEMNIFICATION AGREEMENT. Vendor shall indemnify, defend and hold harmless the University, its trustees, officers, employees and agents (collectively, "Indemnitees") from and against any and all damages, costs, liabilities, losses and expenses incurred by Indemnitees arising from or related to (i) the Products delivered or the Services performed by Vendor; (ii) a breach of this Agreement by Vendor; or (iii) any misconduct or acts of negligence by Vendor. Vendor shall pay all royalties and license fees for third party Products it provides to the University under this Agreement. Vendor shall indemnify, defend and hold harmless University from and against any claim asserted against University alleging that the Products or Services or the use of the Products or Services by University constitutes a misappropriation of any proprietary or trade secret information or an infringement of any patent, copyright, trademark or other intellectual property right.

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

15. DEFAULT; TERMINATION FOR CAUSE.

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

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

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

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

17. CONFIDENTIALITY; CARE OF INFORMATION.

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

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

(c) *Protection of Vendor Trade Secrets under NC Public Records Act.* The University will maintain the confidentiality of Vendor's "trade secrets", in accordance with N.C. Gen. Stat. §132-1, et. seq. (the "NC Public Records Act"). Trade secrets are defined by North Carolina statute as "business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that derives independent actual or potential commercial value from (i) not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." (See N.C. Gen. Stat. §66-152). Vendor shall designate the portions of the materials it delivers to the University that meet this definition of "trade secrets," or that otherwise are exempt from disclosure under the NC Public Records Act, by printing "CONFIDENTIAL" in boldface at the top and bottom

of the applicable pages or sections. Under the North Carolina Administrative Code, price information shall not be deemed confidential (NCAC Title 09, Chapter 6B.1001). In spite of what is labeled as confidential, the determination as to whether the information is subject to disclosure shall be determined by North Carolina law.

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

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

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

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

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

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

19. AMENDMENTS/CONTRACT AUTHORIZATION.

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

(b) This Agreement is made subject to the shipment of quantities, qualities, and prices indicated on the Purchase Order and all conditions and instructions on the Purchase Order or the Solicitation Document, as applicable. Any changes made to this Agreement or Purchase Order proposed by the Vendor are hereby rejected unless accepted in writing by the University's Purchasing Services Department or the Vice Chancellor for Finance and Administration. The University shall not be responsible for services or products delivered without a Purchase Order or authorization from the University's Purchasing Services Department. In order to be effective, contracts for University purchases of goods or services exceeding \$5,000 must be signed by a duly authorized officer of the University's Purchasing Services Department, or the University's Vice Chancellor for Finance and Administration or his/her delegate.

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

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

22. NONDISCRIMINATION. Vendor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or appropriate inquiries regarding compensation. Vendor will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, disability, or appropriate inquiries regarding compensation.

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

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

25. GOVERNING LAW AND VENUE. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. In the event the parties are unable to resolve any dispute relating to this Agreement, the exclusive venue for any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North Carolina.

26. SEVERABILITY. In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

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

budgeted in the Project Budget Plan and as actually incurred.

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

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

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

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

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

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

34. UNANTICIPATED TASKS. In the event that additional billable work must be performed that was wholly unanticipated, and that is not specified in the Purchase Order(s), but which in the opinion of both Parties is necessary to the successful accomplishment of the contracted scope of work, Vendor shall prepare a work

authorization to be submitted to the University's project manager and to the University's Department of Procurement Services. All work authorizations must be written and signed by Vendor and an authorized representative in the University's Department of Procurement Services prior to Vendor beginning any such additional billable work.

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

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

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

38. SOFTWARE.

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

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

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

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

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

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

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

(e) *Support and Maintenance Fees.* Increases in Vendor's annual support and maintenance fees shall not exceed three percent (3%) over the support and maintenance fees for the previous year. In no event shall the

support and maintenance fee rate paid by University exceed Vendor's then-current support and maintenance rate charged to any of its similarly-situated customers. If the University fails to pay or chooses not to pay for support and maintenance services for the Software, the University may continue to use the Software pursuant to the license granted hereunder, but will not be entitled to receive routine support and maintenance services for such Software.

40. WARRANTY TERMS.

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

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

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

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

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

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

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

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

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

ATTACHMENT C: DESCRIPTION OF OFFEROR FORM

Provide the information about the offeror.

Offeror's full name	
Offeror's address	
Offeror's telephone number	
Ownership	<input type="checkbox"/> Public <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary <input type="checkbox"/> Other (specify)
Date established	
If incorporated, State of incorporation.	
North Carolina Secretary of State Registration Number, if currently registered	
Number of full-time employees on January 1 st for the last three years or for the duration that the Vendor has been in business, whichever is less.	
Offeror's Contact for Clarification of offer: Contact's name Title Email address and Telephone Number	
Offeror's Contact for Negotiation of offer: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name Title Email address and Telephone Number	

HISTORICALLY UNDERUTILIZED BUSINESSES

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

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

Respond to the questions below.

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

If so, state HUB classification:

ATTACHMENT D: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

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

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

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

2) CONFLICT OF INTEREST

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

3) E-VERIFY

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

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

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

Vendor Name

Signature

Date

Printed Name

Title

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

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR FORM

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

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

Will Vendor perform any work outside of the United States?

☐ YES ☐ NO

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION FORM

Name of Vendor: _____

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

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

Date of latest audit: _____

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

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

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

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

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

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

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

Signature

Date

Printed Name

Title

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

ATTACHMENT G: REQUIREMENTS CHECKLIST

1. Did your firm have at least one (1) representative in attendance at the mandatory pre-offer conference and tour?
☐ Yes ☐ No
2. Does your firm meet all of the required qualifications listed in the Design Documentation?
☐ Yes ☐ No
3. Subject to any documented exceptions, is your firm able to comply with all the specifications and requirements of the RFP and the Design Documentation?
☐ Yes ☐ No
4. Is your firm able to complete the work included herein no later than August 15, 2025?
☐ Yes ☐ No
5. Is your firm able to purchase and maintain the required insurance as outlined in Section 5.5 (Insurance) of the RFP?
☐ Yes ☐ No

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

Vendor Name

Signature

Date

Printed Name

Title

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