



University of North Carolina at Chapel Hill
Procurement Services
 CB#1100, 104 Airport Drive Suite 2700
 Chapel Hill, NC 27599-1100
Telephone 919-962-2251 FAX 919-962-0636

**BID NUMBER MUST APPEAR ON ALL
 QUOTATIONS
 AND RELATED CORRESPONDENCE**

INVITATION FOR BIDS

Refer ALL Inquiries To	Ms Keilin Zayas	Issue Date:	01/13/20	BID NUMBER
Phone Number	919/962-6286	Requisition:	1000531619	3000008067
				OPENING DATE
				01/24/20

NOTICE TO BIDDERS

Bids must be sealed. Bids are subject to the conditions made a part hereof and will be received at this office until 3:00 PM on the opening date shown above and will then be opened.

Bids will include the supplies, materials, and/or services as described below, delivered "FOB destination Chapel Hill, NC" with all transportation charges prepaid and included in the bid price.

Bids and/or addenda submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

Offer shall be valid for 60 days from date of bid opening unless otherwise stated here ----- days
Prompt Payment Discount ----- % ----- days

DELIVERY: Early delivery is requested and bidder is urged to state earliest guaranteed delivery. Delivery will be made from -----(city and state) within -----days after receipt of order
LIST: Name, address and telephone number from which service and parts are available.

[] YES [X] NO **Mandatory Site Visit/Pre-bid Conference**



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EXECUTION

Certification: By executing this bid, the undersigned Vendor certifies that: (i) this bid is submitted competitively and without collusion (G.S. 143-54), (ii) none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), (iii) it is not an ineligible vendor as set forth in G.S. 143-59.1, (iv) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans, specifications or estimates for this IFB, or in awarding or administering the contract to result from this IFB, or in inspecting or supervising the services to be rendered (G.S. 133-32), (v) if any of the services to be performed under this IFB will be performed outside the United States by the Vendor or Vendor's subcontractors, Vendor has disclosed such information in writing to the University (G.S. 147-33.97); (vi) it acknowledges that the University's internal auditor and State of North Carolina auditors have the right under North Carolina law to access upon request the Vendor's records and representatives to audit fees and performance associated with procurement contracts (G.S. 147-64.7), (vii) it and each of its subcontractors for any contract resulting from this IFB complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system (G.S. §143-48.5). False certification may constitute a Class I felony under North Carolina law.

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

BIDDER	FEDERAL TAX ID NUMBER
STREET ADDRESS	PO BOX NUMBER
CITY & STATE ZIP	TELEPHONE NUMBER
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING	TOLL FREE TELEPHONE NUMBER
AUTHORIZED SIGNATURE DATE	FAX NUMBER

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



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UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

IFB # 3000008067

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

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

ID Number:

Federal ID Number or Social Security Number

Vendor Name

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1.0 PURPOSE AND BACKGROUND

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

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

2.2 IFB SCHEDULE

Event	Responsibility	Date and Time
Issue IFB	University	01/13/2020
Hold Pre-bid Meeting/Site Visit	University	N/A
Submit Written Questions	Vendors	01/17/2020 by 3:00 P.M. (ET)
Provide Response to Questions	University	01/20/2020
Submit Bids	Vendors	01/24/2020 by 3:00 P.M. (ET)
Contract Award	University	<i>TBD (date subject to change)</i>

2.3 BID QUESTIONS

Upon review of the IFB, Vendors may have questions regarding the IFB. Vendors shall submit any such questions by the above due date listed in the section titled "IFB Schedule" above.

Written questions shall be e-mailed to kzayas@email.unc.edu by the date and time specified above. No phone calls will be accepted. Vendors should enter "IFB #3000008067: Questions" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, the University's response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.4 BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Mailing address for delivery of bid via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
IFB NUMBER: 3000008067 University of North Carolina – CH Procurement Services 104 Airport Drive Suite 2700 Chapel Hill, NC 27599-1100	IFB NUMBER: 3000008067 University of North Carolina – CH Procurement Services 104 Airport Drive Suite 2700 Chapel Hill, NC 27599-1100

IMPORTANT NOTE: All bids shall be delivered to the office address listed above on or before the bid deadline in order to be considered timely. All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. All Vendors are urged to take the possibility of delay into account when submitting a bid. **Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this IFB shall NOT be accepted.**

- a) Submit one (1) signed, original executed bid response, photocopies, and electronic copy on CD, DVD or flash drive.
- b) Submit your bid in a sealed package. Clearly mark the package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) The electronic copy of your bid must be provided on separate read-only CD's, DVD's or flash drives. The electronic files **must NOT** be password protected and must be capable of being copied to readable media such as Microsoft Word or Microsoft Excel.

2.5 BID CONTENTS

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

- a) Completed and signed version of EXECUTION PAGE, and signed receipt pages of any addenda released in conjunction with this IFB
- b) Completed version of ATTACHMENT A: LOCATION OF WORKERS UTILIZED BY VENDOR
- c) ATTACHMENT B: INSTRUCTIONS TO BIDDERS
- d) Completed and signed version of ATTACHMENT C: DESCRIPTION OF EXECUTIVE ORDER #50 form that confirms that a price matching opportunity is requested

- e) ATTACHMENT D: PRICING FORM
- f) ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **CONTRACT LEAD:** Representative of the University who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the University and who will administer the contract for the University.
- b) **END USER DEPARTMENT:** The department or unit of the University that receives the products procured from the Vendor.
- c) **FOB-DESTINATION:** Title transfers from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their bid, but no amount or charge not included as part of the total bid price will be paid.
- d) **IFB:** Invitation for Bids.
- e) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- f) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- g) **UNIVERSITY:** The University of North Carolina at Chapel Hill.
- h) **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to this Invitation for Bids.

2.7 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those must be submitted as questions in accordance with Section 2.4 BID QUESTIONS. If the University determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The University may also elect to leave open the possibility for later negotiation of specific components of the contract that have been addressed during the question and answer period. Other than through this process, the University will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Bidder submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. By execution and delivery of a bid in response to this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Bidders, whether submitted purposely or inadvertently, or any purported condition to the offer 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 bid as nonresponsive.

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.4 BID QUESTIONS, about whether a specific, proposed modification is acceptable to or will be considered by the University. Identification of objections or exceptions to the University's terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the University may exercise its discretion not to consider any and all proposed modifications a Vendor may request.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

The University may obtain bids from one or more potential vendors. All bids will be evaluated and award will be based *on lowest responsive bid meeting specifications*

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

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

3.2 BID EVALUATION PROCESS

1. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The University reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
2. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
3. The University shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The University reserves the right to waive any minor informality or technicality in bids received.
4. For all responses that pass the initial review process, the University will review and assess the Vendors' pricing. The University may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the University is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.
5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, the University will make award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the University. Vendors are cautioned that this is an invitation for bids, not a request or an offer to contract, and the University reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the University.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the University to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 PRICING

Bid price shall constitute the total cost to End User Department for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT D: PRICING FORM and include with Bid.

4.2 PRODUCT IDENTIFICATION

~~[] MAKE AND MODEL~~

~~Manufacturer's name and model/catalog numbers used are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from specifications must be pointed out in its bid. Also Vendor must include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational and conformational equivalence of the bid item to the specified item.~~

OR

[X] BRAND SPECIFIC

Manufacturer(s) name and product descriptions used in this solicitation are product specific. The items offered in response to this



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solicitation must be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any location requested by the University with all transportation costs included in the total bid price.

The purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.4 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

450 West Dr
Lineberger Cancer Research -14
Chapel Hill, NC 27514
USA

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

4.5 WARRANTY

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

Vendor warrants that all equipment furnished under this IFB will be new, of good material and workmanship. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the University.

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

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

Will the Vendor provide warranty service? [] YES [] NO, an authorized third party will perform warranty service

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.6 [] REFERENCES

~~Vendors shall provide at least three (3) references for which your company has provided goods and services of substantially the~~



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same features and quantity to those solicited herein.

4.7 SAMPLES/DEMONSTRATION/DESCRIPTIVE LITERATURE

[] SAMPLE

Sample of items offered must be furnished, free of expense, and if not destroyed will, upon request, be returned at the Vendor's expense. A written request for return must be made no later than thirty (30) days after the bid award, and Vendor must provide prepaid, pre-addressed shipping label suitable for return of the sample(s). Otherwise the samples will become University property. Each individual sample must be labeled with the Vendor's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

Forward samples to:

~~BID NUMBER: 3000008067~~

~~Attention: _____~~

~~_____~~

Vendor requests samples be returned after evaluation and/or contract completion? YES NO

If return is requested, Vendor must provide prepaid, pre-addressed shipping label with bid.

Samples are not required prior to bid opening date; however, if required later, Vendor agrees to furnish samples of items offered at no expense to the University within _____ consecutive calendar days after request is made by the University. Vendors who do not comply with this requirement are subject to having their bids rejected without further consideration.

[] DEMONSTRATION

The University reserves the right to require a demonstration of the exact model of equipment offered for the purpose of assessing suitability of the offered equipment for the intended use. Such demonstration will be performed at user's facility by Vendor or his authorized representative before award of contract, upon request by and without charge to the University. Failure of Vendor or his authorized representative to perform a satisfactory demonstration (if requested) in accordance with these requirements shall be a sufficient basis for rejection of the bid. The results of such demonstration will be considered in the award of contract.

[] DEMONSTRATION

Vendor must be capable of demonstrating proposed equipment within _____ consecutive calendar days after notification to do so, at no additional cost to the University. If required, this will be a comprehensive demonstration at a site designated by the University with hands on participation by University operator(s) if necessary or appropriate. Failure of Vendor or his authorized representative to perform a satisfactory demonstration (if requested) in accordance with these requirements shall be a sufficient basis for rejection of the bid. The results of such demonstration will be considered in the award of contract.

[] DESCRIPTIVE LITERATURE/CERTIFICATION

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

4.8 INVOICES

Invoices must include detailed line item information to allow End User Department to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices:

Vendor's Billing Address, Vendor's Federal ID Number, Order Date, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

University of North Carolina at Chapel Hill
104 Airport Dr
Campus box 1220
Chapel Hill, NC 27599-1220

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

ATTACHMENT A: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

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

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

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

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

NOTE: All Vendor or sub-contractor personnel providing call or contact center services to the State of North Carolina under the contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

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



ATTACHMENT B: INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the Bidder's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Bidders or elsewhere in this IFB document.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the General Terms and Conditions for Commodities and Services/Procurements of Information Technology Goods, and the specifications. The University objects to and will not evaluate or consider any additional terms and conditions submitted with a Bidder's response. This applies to any language appearing in or attached to the document as part of the Bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the Bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **EXECUTION:** Failure to sign the EXECUTION or Signature section will render bid invalid and it shall be rejected.
4. **TABULATIONS:** Written or verbal tabulations of the bids and award information may be obtained by contacting the purchaser named on the cover page. It shall be within the discretion of the named purchaser to format and present the tabulation and award information.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, Bidder's offer shall be valid for 60 days from the date of bid opening. Preference may be given to the bids allowing not less than 60 days for consideration and acceptance.
6. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. The University's standard payment terms are net, 30 days. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
7. **MAILING INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below: **Bid No 3000008067 UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL, PURCHASING SERVICES, 104 AIRPORT DR, SUITE#2700, CB 1100, CHAPEL HILL, NC 27599-1100. It is the responsibility of the Bidder to have the bid in this office by the specified time and date of opening.**
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the Bidder will be held responsible. Deviations shall be explained in detail. **The Bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications, and (3) the University of North Carolina at Chapel Hill Terms and Conditions noted on the IFB.
10. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
11. **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. The University encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Bidder remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Bidders are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
12. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the bid are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.



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QUOTATIONS
AND RELATED CORRESPONDENCE**

- Unless absolutely necessary, all quotes and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
13. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the University's Procurement Services. The Bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
14. **REFERENCES:** The University reserves the right to require a list of users of the exact item offered. The University may contact these users concerning these items. Such information may be considered in the evaluation of the bid.
15. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order 150 (1999), the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled.
16. **AWARD OF CONTRACT:** Qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the University as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the Bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the University to be pertinent or peculiar to the purchase in question. The University reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Bidder, to accept any item in the bid. Unless otherwise specified by the University or the Bidder, the University reserves the right to accept any item or group of items on a multi-item bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
17. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the University will maintain confidential trade secrets that the Bidder does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Bidder, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Bidder may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Bidder that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Bidders are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. The obligations of non-disclosure shall not apply to the following:
- Information which, at the time of disclosure is in the public knowledge;
 - Information which, after disclosure becomes part of the public knowledge by publication or otherwise, except by breach of this agreement;
 - Information which was in possession of the University at the time of disclosure and which was not acquired, directly or indirectly by the recipient from the disclosing party, and which prior possession can be proven by documentary evidence;
 - Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis;
 - Information which is independently developed by the University's personnel not privy to the information.
18. **TAXES:** Except for construction bids, taxes shall not be included in bid prices. Prices offered shall not include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue. The University of North Carolina at Chapel Hill, being an agency of the State of North Carolina, is exempt from the Federal Excise Tax.
19. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the Bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become University property. Each individual sample must be labeled with the Bidder's name, bid number and item number. A sample on which an award is made, will be retained until the purchase order is completed, and then returned, if requested, as specified above.



University of North Carolina at Chapel Hill

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Chapel Hill, NC 27599-1100

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20. **MANUFACTURER'S NAMES:** Except for requirements identified as "brand specific" any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose(s) of description and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered.
21. **OWNERSHIP:** For printing services, all copy, art, negatives, photos, etc., that are required for this job remain or become the property of the University and shall be returned to the University upon request in excellent reusable condition. Any charge for this shall be included in all prices quoted herein. Printer shall be held liable for any/all damages to materials.
22. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Associate Vice Chancellor for Finance at the address given in the instruction above entitled "Mailing Instructions." This request must be received in the University Procurement Services within thirty (30) consecutive calendar days from the date of contract award, and must contain specific sound reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts and not to every person or firm responding to the solicitation. Offerors may call the purchaser listed on the first page of this document to obtain verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident Bidder awarded a contract pursuant to Executive Order #50 (price-matching preference), the Associate Vice Chancellor for Finance may request the North Carolina resident Bidder to produce documentation substantiating the North Carolina resident Bidder's qualification for the subject preference. The Associate Vice Chancellor for Finance should request the supporting documentation within the 10-day period he or she has to make the decision on whether to deny or grant a protest meeting and the protest meeting should be scheduled after the anticipated receipt of the documents from the North Carolina resident Bidder. Pursuant to Paragraph 23 below, the North Carolina resident Bidder is required to produce to the University the requested documentation within five (5) business days of the University's request and failure to produce the documents by the end of that time period may result in the cancellation of the contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident Bidder submits to the University in connection with the resolution of a protest shall not be disclosed to the protester pursuant to G.S. § 132-1.1 and 105-259(b) and the University shall preserve the confidentiality of such documents.

23. **CONFIDENTIALITY OF BIDS:** In submitting its bid, the Bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All Bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the University's purchaser contacts the Bidder(s) for purposes of seeking clarification. A Bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other Bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the University, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
24. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
25. **INFORMAL COMMENTS:** The University shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the University during the competitive process or after award. The University is bound only by information provided in this IFB and in formal Addenda issued.
26. **COST FOR QUOTE PREPARATION:** Any costs incurred by Bidder in preparing or submitting quotes are the Bidder's sole responsibility; the University will not reimburse any Bidder for any costs incurred prior to award.
27. **BIDDER'S REPRESENTATIVE:** Each Bidder shall submit with its quote the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's quote.
28. **INSPECTION AT BIDDER'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Bidder prior to Contract award, and during the Contract term as necessary for the University determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

ATTACHMENT C: DESCRIPTION OF EXECUTIVE ORDER #50 AND CERTIFICATION
NORTH CAROLINA RESIDENT VENDORS TAKE NOTE:

Pursuant to North Carolina General Statute §143-59 and Executive Order No. 50 (issued February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses"), a North Carolina resident Vendor may receive an opportunity to obtain an award by agreeing to match the final price(s) of the lowest Vendor on a contract for the purchase of goods, **if** that lowest price is offered by a non-North Carolina resident Vendor. This opportunity arises when a North Carolina resident Vendor offers a price that is the lowest among all bids by qualified in-State resident Vendors and also is within five percent (5%) or \$10,000 (whichever is less) of the non-resident Vendor's overall lowest price. This price-match opportunity applies to a contract awarded under this solicitation.

G.S. §143-59(c) (1) defines a "resident Vendor" as a "Vendor that has paid unemployment taxes or income taxes in this State **and** whose principal place of business is located in this State." All other Vendors are considered to be non-resident Vendors. G.S. §143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the Vendor is directed or managed." This refers to overall operations for the entire business entity, not merely a division or office location.

In order to qualify for this preference, a resident Vendor shall: (1) request the price-match opportunity by marking the appropriate checkbox, below; (2) provide all information requested; and (3) complete and sign the "Resident Vendor's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification") included at the end of this Section. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the Vendor affirms that the information provided is accurate and agrees to provide any additional information or documentation requested by the University to confirm the above certifications and statements within five (5) business days of request (including but not limited to income tax or unemployment tax returns, reports and/or filings (annual and/or quarterly); banking statements or financial/accounting statements reflecting Vendor's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding Vendor's management or directors of its business or trade of its principal place of business).

Requesting a price-match opportunity below does not require any resident Vendor to match the lowest price in the event a Vendor qualifies for receiving the opportunity.

The University will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest Vendor meeting the requirements of the IFB without regard to any Vendor's residency. If the Vendor with the lowest price is a North Carolina resident Vendor, then no consideration of the price-matching procedure is necessary. If the lowest bid by a Vendor meeting all requirements was submitted by a non-resident Vendor and there are no North Carolina resident Vendors that submitted a price bid that was within 5% or \$10,000 of the non-resident Vendor's price, then none of the North Carolina resident Vendors qualify for the price-matching preference and no review of a resident Vendor's Certification is required.

If the lowest price bid by a Vendor meeting requirements was submitted by a non-resident Vendor and there are one or more North Carolina resident Vendors that submitted a price bid that was within 5% or \$10,000 of the non-resident Vendor's price, then the University will determine if the Vendor has requested a price-matching opportunity, review the Certification(s) of the resident Vendor(s) to determine whether the resident Vendors have properly executed the Certification and ensure that the information and documentation provided in or with the Certification or otherwise submitted to the University supports the resident Vendor(s) qualification to exercise the price-match opportunity. The University may seek clarification of the Certification and/or information in a resident Vendor's Certification and request additional information and documentation, if needed. If any resident Vendor's award is challenged in a bid protest, based on the accuracy of that Vendor's claim of qualification for the price-matching, the resident Vendor shall provide additional information and/or documents to the University within five (5) business days of receiving a request from the University for such information and/or documentation, or its award shall be subject to cancellation.

Pursuant to G.S. §132-1.1, §105-259(b) and Paragraph 13 of the Instructions to Bidders, the University is prohibited from making public disclosure of the Vendor's tax information and documents submitted (subject to those exceptions set out in G.S. §105-259 (b)) and the University shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification or to resolve a bid protest challenging a resident Vendor's qualification for the price-matching preference in accordance with applicable law. In order to further preserve the confidentiality of any Vendor's tax information and documentation provided to the University, the Vendor shall comply with Paragraph 12 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of such information and documentation. After review of all relevant material, the University shall include in its recommendation for award a finding that the North Carolina resident Vendor(s) is or is not qualified for the price-matching opportunity.

If more than one North Carolina resident Vendor qualifies for the price-matching opportunity, then the University will prioritize the qualified North Carolina resident Vendors according to the prices bid, from lowest to highest, so that the qualified North Carolina resident Vendor that submitted the lowest bid receives the first opportunity to match the bid price of the lowest non-resident Vendor that met all IFB requirements. If the lowest qualified North Carolina resident Vendor that met all IFB

requirements declines to accept contract award, then the contract will be offered to the next lowest qualified North Carolina resident Vendor meeting all IFB requirements and continue in this manner until either a qualified North Carolina resident Vendor accepts the contract award or the award is made to a non-resident Vendor if no qualified North Carolina resident Vendor agrees to match the lowest price bid.

If two resident Vendors qualify for the price-matching opportunity, and both score the same on price, then the University may: (1) consider the information provided in those Vendors' Certifications or publicly available information to determine with which Vendor the contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs (e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the contract will be awarded to the resident manufacturer); (2) consider the unemployment rates in the municipality or county where each Vendor's principal place of business is located; (3) seek clarification from the Vendors to ascertain the impact on their respective businesses if offered the award of the contract; or (4) utilize any other approved method of deciding between equal bids.

If a resident Vendor requests and qualifies for the price-matching preference, the resident Vendor will be notified of its opportunity to agree to match the lowest price and receive contract award, and it will have two (2) business days from the date and time of such notification to indicate its response, either agreeing or declining to match the lowest responsible non-resident Vendor's price and receive the contract award based on that price match. If the IFB requests bids on alternative configurations or components, then the price match shall apply to the actual alternative chosen by the University.

If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests) the University determines that: any certifications or information in the Certification is false, substantially inaccurate, materially misleading or that the Vendor failed to provide, within the specified time period, any additional information requested, then the University may:

- (1) Cancel any award, contract and/or purchase order that was awarded to such Vendor based on the price-matching preference, and the resident Vendor shall be liable for all costs incurred as a result of the cancellation, including any increased costs the University may incur as a result of awarding the contract to another Vendor;
- (2) Bar the Vendor from all price-matching opportunities in future University procurements for a period of time not to exceed three (3) years, exclusive of any debarment period;
- (3) Take action against the 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); and/or
- (4) Debar Vendor from doing business with the State of North Carolina for a period of time not to exceed three years, as determined by the University. Any such debarment period shall not begin to run until all damages, costs and penalties as may be assessed against such Vendor have been fully paid.

ALL VENDORS (BOTH RESIDENT AND NONRESIDENT) SHOULD ANSWER QUESTION #1. A RESIDENT VENDOR REQUESTING A PRICE-MATCHING OPPORTUNITY MUST ANSWER BOTH QUESTIONS:

1. Vendor is a resident of North Carolina as defined in G.S. §143-59? [] YES [] NO
2. Resident Vendor requests a price-matching opportunity? [] YES [] NO



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The following Sections shall be completed if a resident Vendor is requesting a price-matching opportunity:

a) PART I – EO50

Please check the applicable boxes below, in order to be considered for the price-matching preference under Executive Order #50 and G.S. §143-59(c)(1).

- [] I hereby certify that the Vendor paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.
[] I hereby certify that the Vendor paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

b) PART II – EO50

1. I hereby certify that the Vendor's principal place of business is located in North Carolina.

A. Business Type (Please check the applicable box):

- [] Corporation (all types)
[] Limited Liability Company
[] General Partnership
[] Limited Partnership
[] Limited Liability Partnership
[] Sole Proprietorship
[] Individual
[] Unincorporated Association
[] Other: _____

B. Provide address of principal place of business:

Street Address (no P.O. Box number)

City, State, Zip Code

Is the above address the location of Vendor's headquarters? [] YES [] NO

If Vendor has a public website, provide the link/address: _____

C. ATTACH A COPY OF VENDOR'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE (such as Vendor's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Vendor).

OR (check the box below)

[] Vendor certifies that its business is not required to make filings with the North Carolina Secretary of State.



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RESIDENT VENDOR'S CERTIFICATION FOR PRICE-MATCHING OPPORTUNITY

UNDER EXECUTIVE ORDER #50

NOTICE: The Price-Matching Opportunity will only be given to Vendors that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the Vendor and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any other required information.

Affidavit of _____ (name of resident Vendor, hereinafter the "Vendor").

The undersigned hereby certifies that he or she has read this certification, that all information provided in Part I and Part II, above, is true and accurate, and that he or she is an officer, member, partner, owner or such managing employee of the Vendor (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Vendor to the certifications, statements and agreements herein.

Name of Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

NOTARY:

State of _____, County of _____

[Stamp]

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public: _____ My commission expires _____

ATTACHMENT D: PRICING FORM

FURNISH AND DELIVER THE FOLLOWING

Item	Quantity	Unit	Description	Unit Price	Total Price	Vendors Response (for University use only)	Products/ Services offered meets specifications (for University use only)
			*** PLEASE REFERENCE ATTACHED SPECIFICATIONS. ***				
			***** PLEASE NOTE: THIS IS A BRAND SPECIFIC NEED. THE BRAND NAME ESTABLISHES THE MINIMUM ACCEPTABLE PRODUCT TO BE FURNISHED. IF YOU ARE BIDDING ON A PRODUCT OTHER THAN THE BRAND SPECIFIED, IDENTIFY THE BRAND AND MODEL NUMBER IN YOUR BID AND INCLUDE MANUFACTURER'S LITERATURE. *****				
			***** THE UNIVERSITY'S GENERAL TERMS AND CONDITIONS ***** FOR PROCUREMENT OF COMMODITIES AND SERVICES (00000223.DOC 12) GOVERN THIS PROCUREMENT.				
			PLEASE PROVIDE PRICE & AVAILABILITY FOR THE FOLLOWING ITEMS; PLEASE WRITE ALL PRICES ON OUR BID FORMS ONLY AND PROVIDE A SIGNATURE WHERE INDICATED. PLEASE RETURN THIS IFB TO ME AS A SEALED BID VIA MAIL AT THE ADDRESS SPECIFIED IN THE DOCUMENT, OR BY E-BID, BY 01/24/2020, BY 3:00 PM.				
1	1.00	EA	LCPT0905-K1 195 SCFM @ 19 $\frac{1}{2}$ Hg 7.5 HP Total (22.5 HP for 3) 120 Gal - Vertical 460V, 3PH, 60Hz			[Y] [N]	[Y] [N]



Bid Number: 3000008067

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor:

The undersigned hereby certifies that: [check all applicable]

[] 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 shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the forgoing 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/execute for the Vendor.]

Specifications and Standards for Vacuum Pump for LCCC Building

Request for quote on a Powerex Laboratory Vacuum System:

BASE MODEL NUMBER: LCPT0905-K1

SYSTEM CAPACITY: 195 SCFM @ 19" Hg

HORSEPOWER: 7.5 HP Total (22.5 HP for 3)

RECEIVER SIZE/CONFIGURATION: 120 Gal - Vertical

ELECTRICAL: 460V, 3PH, 60Hz.

OSHPD SEISMIC CERTIFIED: OSP0393-10

Must be compliant with NFPA 99 requirements for Category 3 laboratory systems and is operationally tested prior to shipping.

Shall Include: multiple oil-free rotary claw vacuum pumps and associated equipment, one ASME tank and one control panel and Vibration isolation pads are included with the system.

Each Pump shall be factory piped to a common intake manifold.

All components shall be completely pre-piped and pre-wired to single-point service connections

System shall be provided with intake and discharge flexible connectors.

All interconnecting piping and wiring shall be completed and operationally tested prior to shipment

The Oil-Free Rotary Claw Vacuum Pump shall be of the air-cooled oil-free rotary claw design. Each claw vacuum pump is equipped with a set of opposing rotors with frictionless operation, eliminating the need to service or replace wearing parts. Each oil-free rotary claw vacuum pump shall be equipped with:

TEFC, standard efficiency electric motor with coupling

Inlet filter

Check valve

Pump isolation valve

The Vacuum Receiver system shall include an ASME rated air receiver rated for 200 PSIG and full vacuum. The tank shall be internally lined and come with a manual drain and sight gauge. Systems with Basic Controls are also equipped with a vacuum gauge.

Shall include a basic National Fire Protection Association Control Panel that conforms to the National Electrical Manufacturers Association Standare UL508A listed and labeled with a control transformer with fused primary and secondary circuits. Panel shall have automatic alternation and low vacuum alarm with a visual indicator. All alarms shall have dry contacts on a labeled terminal strip for remote alarms and acknowledge pushbutton for horn silencing. The lag vacuum pump shall be able to start automatically if the lead vacuum pump fails to operate. Each vacuum pump shall be equipped with the following:

Motor circuit breaker disconnect with through door operator

Magnetic starter

Lighted HOA switch

Hour meter

High discharge air temperature shutdown alarm with visual and audible indicators and dry contacts

System overload trip and/or low vacuum conditions will result in a visual alarm

The system shall be supplied with a high discharge air temperature shutdown alarm with visual and audible indicators and dry contacts.

The system is supplied with a remote intake connection and flexible connectors for both intake and discharge. All piping complies with current NFPA 99 requirements.

**THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF
COMMODITIES AND SERVICES**

1. DEFINITIONS. As used herein,

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

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

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

(d) "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.

(e) "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.

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

(g) "Statement of Work" means a document that defines, for each project under this Agreement, the (1) work activities to be performed by Vendor, (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.

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

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

2. PAYMENT TERMS.

(j) *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 Services, whichever is later.

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

Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

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

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

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

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

(f) *Information Security Compliance and Certifications.* At all times during the term of this Agreement, Vendor shall (1) use information security best practices for transmitting and storing potentially sensitive information; (2) employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols; (3) comply with all applicable laws and regulations regarding privacy and data security to maintain database security on any online financial transactions conducted on University's behalf through the use of Vendor's Software or records belonging to University that contain sensitive and confidential information; (4) provide most current Statement on Standards for Attestation Engagements (SSAE) 16 attestation at least once every 2 years; (5) maintain ISO/IEC 27000 series information security best practices; and (6) in the event Vendor is acting as a Service Provider as defined by the Payment Card Industry Data Security Standard (PCI-DSS), comply with the Payment Card Industry Data Security Standard (PCI-DSS) and provide appropriate PCI attestation documentation. The University reserves the right to conduct or request the Vendor to have an independent third party security audit performed.

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

7. 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.

8. 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.

9. ASSIGNMENT. This Agreement may not be assigned by either Party without the written consent of the other Party, except that Vendor may assign this Agreement to an entity owned or controlled by Vendor upon written notice to University. For purposes of this Section, the term “assignment” includes any change in control transaction, such as a merger or acquisition of substantially all the shares or assets of a Party to this Agreement. An assignment will not relieve the assigning Party of its obligations under this Agreement.

10. QUALIFIED PERSONNEL; INTERVIEWS. For services procurements, 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 applicable industry. Prior to Vendor commencing the provision of the Services and upon the University's request, the University shall have the opportunity to review resumes and conduct interviews of the personnel who 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.

11. KEY PERSONNEL. For Services procurements, 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.

12. 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.

13. INSPECTION AT VENDOR'S SITE. The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Purchase Order award, and during the Purchase Order term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Agreement.

14. CONDITION AND PACKAGING. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

15. INDEPENDENT CONTRACTOR. 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.

16. 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.

17. 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.

18. 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.

19. PERFORMANCE AND DEFAULT.

(a) If, through any cause, the Vendor shall fail to fulfill in timely and proper manner the obligations under this Agreement, the University shall thereupon have the right to terminate this Agreement by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this Agreement prepared by the Vendor shall, at the option of the University, become the University's property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Vendor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this Agreement, and the University may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined. The University reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the University.

(b) In case of default by the Vendor, the University may cancel and procure the articles or Services from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor, the University may initiate proceedings with the State of North Carolina to de-bar the Vendor from doing future business with agencies of the State of North Carolina.

(c) The 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 the 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 the 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).

20. TERMINATION (SERVICES AND INDEFINITE QUANTITY CONTRACTS ONLY). The University may terminate this Agreement without penalty for any reason upon 30 days written notice to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this Agreement shall, at the option of the University, become its property. If this Agreement is terminated by the University as provided herein, the Vendor shall be paid for services satisfactorily completed, less payment or compensation previously made.

21. CANCELLATION (EXECUTIVE ORDER #50 CONTRACTS). A contract awarded to a North Carolina resident bidder pursuant to Executive Order #50 and G.S.143-59 may be cancelled by the University if the University determines that the bidder's certification or information in resident bidder's Certificate for Price-Matching Preference under Executive Order #50 is false, materially inaccurate or misleading. The Vendor shall bear all losses and liability resulting from the cancellation of the Agreement and/or Purchase Order and the Vendor shall be liable for any additional costs the University may incur by contracting with another supplier of the good or equipment.

22. FORCE MAJEURE. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, 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.

23. CONFIDENTIALITY; CARE OF INFORMATION.

(g) *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.

(h) *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.

(i) *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 I, Chapter 5B.1501). 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.

(j) *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.

(k) *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 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.

(l) *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.

(m) *FERPA Acknowledgement.* If the Vendor's Services involve the hosting or accessing of student education records, 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.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.