# STATE OF NORTH CAROLINA

## University of North Carolina at Wilmington

## Request for Proposal #: 72-PALG26091

## UNCW VoIP Zoom Project

**Date of Issue: July 1, 2026**

**Proposal Opening Date: July 30, 2026**

**At 2:00 PM ET**

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


Antoine Glasper, CPPO

Associate Director, Purchasing Services

Email: glaspera@uncw.edu

Phone: 910-962-3850

# STATE OF NORTH CAROLINA

## Request for Proposal #

## 72-PALG26091

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

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

__________________________________________

Vendor Name

________________________________

Vendor eVP#

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

*Sealed, mailed responses ONLY will be accepted for this solicitation.*

| STATE OF NORTH CAROLINA<br>University of North Carolina at Wilmington | |
|---|---|
| **Refer *ALL* Inquiries regarding this RFP to:**<br>*Antoine Glasper, UNCW Purchasing Services*<br>*glaspera@uncw.edu* | **Request for Proposal #: 72-PALG26091**<br>**Proposals are due no later than 2:00 pm ET on July 30, 2026** |
| **Using Agency: UNC-Wilmington** | **Proposals will be publicly opened via zoom on July 30, 2026 at 3:00 pm ET** |
| **Commodity No. and Description:**<br>**81161700 / VoIP Solution** | |

**EXECUTION**

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

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

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

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

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

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

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

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS.** These documents can be accessed from the ATTACHMENTS page within this document.

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

| COMPLETE/FORMAL NAME OF VENDOR: | | |
|---|---|---|
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | FAX NUMBER: | |

| VENDOR'S AUTHORIZED SIGNATURE*: | DATE: | EMAIL: |
|---|---|---|
| | | |

**VALIDITY PERIOD**

Offer shall be valid for at least 90 days from date of bid opening, unless otherwise stated here: ______ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this________ day of __________, 20____, as indicated on

The attached certification, by ___________________________________________________________________.

**(Authorized Representative of University of North Carolina at Wilmington**

# Contents

# 1.0 PURPOSE AND BACKGROUND

The University of North Carolina Wilmington ("**UNCW"**) is soliciting competitive bids for the implementation of a Zoom Voice and Phone solution to replace its existing Cisco CUCM 14SU3 system. Modern cloud-based voice platforms offer enhanced capabilities—including simplified management, cloud accessibility, AI-enabled tools, SMS, and eFax—that will reduce operational complexity while improving service for faculty and staff.

Project requires both remote and on-site support throughout the migration process. UNCW aims to cut over to the new system by mid-December 2026.

UNCW is currently a Zoom Essentials customer for video, with Active Directory (AD) integration and SSO already in place for Zoom video services. The awarded vendor must ensure the addition of Zoom phone services does not disrupt existing Zoom video usage. Vendors should submit proposals in accordance with the specifications set forth in **Section 5.0** of this RFP.

The intent of this solicitation is to award an Agency Contract. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

# 2.0 GENERAL INFORMATION

## 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

## 2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee **does not apply to this solicitation**. Section entitled ELECTRONIC PROCUREMENT subsections (d) and (e) of the North Carolina General Terms and Conditions do not apply to this solicitation.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

## 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this Q and A process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

**By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.**

## 2.4 RFP SCHEDULE

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

| Event | Responsibility | Date and Time |
|---|---|---|
| Issue RFP | State | July 1, 2026 |
| Submit Written Questions | Vendor | No later than 12pm ET on July 14, 2026 |
| Provide Response to Questions | State | No later than July 17, 2026 |
| Submit Proposals | Vendor | No later than **2:00pm ET on July 30, 2026** |
| Contract Award | State | August 28, 2026 |
| Contract Effective Date | State | August 28, 2026 |

## 2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to glaspera@uncw.edu by the date and time specified above. Vendors should enter "RFP # 72-PALG26091 Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and page number.

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

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

| Mailing address for delivery of proposal via US Postal Service | Office Address of delivery by any other method (special delivery, overnight, or any other carrier). |
|---|---|
| *PROPOSAL NUMBER: 72-PALG26091*<br>*Attn: Antoine Glasper*<br>*UNCW Purchasing Services*<br>*601 S. College Road*<br>*Wilmington, NC 28403* | *PROPOSAL NUMBER: 72-PALG26091*<br>*Attn: Antoine Glasper*<br>*UNCW Central Receiving*<br>*5179 Lionfish Dr.*<br>*Wilmington, NC 28403* |

**CAUTION**: For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, or email in response to this RFP shall NOT be accepted.**

a) Submit a **signed, one (1) original executed proposal response**, one (1) un-redacted copy on flash drive and, if required, one (1) redacted (Proprietary and Confidential Information Excluded) copies on flash drive of your proposal simultaneously to the address identified in the table above.

b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal 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. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

c) Copies of proposal files must be provided on separate read-only flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

## 2.7 PROPOSAL CONTENTS

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

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

a) Cover Letter, must include a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.
b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
e) Vendor's Proposal addressing all Specifications of this RFP to include the responses to Questions to Vendors in **Section 5.2** of this RFP.

f) Completed version of ATTACHMENT A: PRICING
g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

### 2.8 ALTERNATE PROPOSALS

This is a **brand-specific Request for Proposals (RFP)**. The University is soliciting proposals for a **Zoom solution only** and is not seeking equivalent, alternate, substitute, or comparable products or services.

Vendors shall submit proposals that meet the requirements of the Zoom-based solution described in this RFP. Proposals offering alternative platforms, products, services, or technologies will be deemed non-responsive and will not be considered for award.

The University reserves the right to reject any proposal that does not provide the specified Zoom solution or that materially deviates from the requirements established in this solicitation.

Pricing shall be submitted for the Zoom solution and associated services specified in this RFP. Vendors may offer optional features, modules, or value-added services that are compatible with and support the Zoom solution, provided such options are clearly identified and separately priced

### 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions to Vendors entitled Confidential Information.

## 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State 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 State.

The proposal from each responding firm will be opened publicly via zoom on July 30, 2026 at 3:00 pm ET. **Vendors wishing to participate in the virtual public opening can attend via the following link:** https://uncw.zoom.us/j/87828323019?pwd=WNNc6bHLNh51R2xWRhlxrnVKuVtRVD.1. Only the Vendor's name will be announced during the public opening. Interested parties are cautioned that the proposals are subject to further evaluation for completeness and correctness.

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

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

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

## 3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**Cost (30%)**

**Vendor Experience (30%)**

**Project Approach & Timeline (25%)**

**Training Capabilities (10%)**

**Acceptance of UNCW Terms & Conditions without Edits (5%)**

## 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions

d) Protection of the State's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

### 3.6 INTERPRETATION OF TERMS AND PHRASES

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

## 4.0 REQUIREMENTS

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

### 4.1 PRICING

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

### 4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The following fields shall be included on all invoices, as relevant:

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

a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.

b) Invoices must be submitted to the following address: UNCW, Attn: Accounts Payable, 601 S. College Road, Wilmington, NC 28403. A copy must also be sent to the University Contract Administrator whose information will be provided after contract award.

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

d) Invoices include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor broken out by building (if applicable).

### 4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this

Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

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

## 4.4 HUB PARTICIPATION

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

## 4.5 BACKGROUND CHECKS

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

## 4.6 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

## 4.7 VENDOR'S REPRESENTATIONS

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

## 4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Small Purchases

☒ Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

☐ Contract value in excess of $1,000,000.00

# 5.0 SPECIFICATIONS AND SCOPE OF WORK

## 5.1 GENERAL REQUIREMENTS

### A. Vendor Requirements

1. Proposal must be broken out into separate sections for:
    a. Licensing and calling plan
    b. Professional services
        i. Both in person and remote support
        ii. Pre-deployment support
        iii. Cutover support
        iv. Post deployment support
    c. Hardware
    d. Project management
    e. Buyer credits/incentives
2. Vendor must have the following Zoom certifications:
    a. Deployment Customer Experience
    b. Support Workplace and Phone
3. Support the migration from Cisco CUCM 14SU3 to Zoom phone
4. Recommendation and projected costs to replace or re-flash approximately 500 Cisco handsets using MPP firmware.
5. Provision, install and configure 58 Voice Gateways (VGs) / ATAs. ATAs shall include the following features:
    a. Line voltage/current or distance limitations of any itemized analog telephone adaptors or voice gateways (analog gateways)
    b. Support message waiting indication on ATAs and voice gateways (analog gateways)
    c. Support hotline destination – or the automatic dialing of telephone numbers initiated by an off-hook status change of the analog device on ATAs and voice gateways (analog gateways)
    d. Support communications for fire alarm dialers, modems, fax machines, and elevator phones on ATAs and voice gateways (analog gateways)
6. Support transition of numbering resources including: 1,726 users with Direct Inward Dialing (DID); 3,051 total active DIDs; 6,949 DIDs to be parked.
7. Support migration of 20 DID-based auto-attendants.
8. Maintain uninterrupted existing Zoom Video functionality.
9. Leverage, and if necessary, enhance existing Active Directory/Single Sign-On setup for services and administrative controls.
10. Build RBAC roles for admins for phone functionality within Zoom.
11. Provide all licensing models for the proposed solution and the associated costs of each. Include and indicate the specific licensing proposal that is most advantageous to UNCW.
12. Support a single flash cut for all numbers.
13. Provide costs for a bank of hours for post-cutover implementation of features including but not limited to: AI live transcriptions, call summaries, call recording, electronic faxing, SMS texting, training, listening and barging, etc.

### B. Migration & Implementation Requirements

1. Provide dedicated project management throughout the engagement.
2. Provide on-site pre-deployment professional services to aid in the deployment and configuration of ATAs/VGs and phones.
3. Provide on-site professional services to collect handsets and reconnect computers after cutover. This work would be concentrated in a small window, thus requiring multiple contractors.
4. Provide estimate for an optional additional eighty (80) hours of post-deployment support for a defined stabilization period following cutover, including availability for issue resolution, and configuration adjustments as well as new features including but not limited to: AI live transcriptions, call summaries, call recording, electronic faxing, SMS texting, training, listening and barging, etc.
5. Conduct a Zoom Readiness Review of our existing Zoom tenant inclusive of remediation of any findings, existing phones, network infrastructure, identity and authentication integrations, and any platform dependencies required to support Zoom Phone and its integration with existing systems.
6. Recommend Zoom-supported headset models with pricing and/or assist with Cisco phone conversion. Provide pricing for tiered quantities of handsets.
    a. Handset devices must include:
        i. Support for message waiting indication
        ii. 1Gbps or better wired network connectivity on an additional switched port on phone
        iii. PoE connectivity (indicate PoE class)
        iv. Options for expansion modules
        v. Support for 802.1x
7. Configure and provision Zoom-supported desktop phones or flashed Cisco phones in the Zoom portal.
8. Advise on handset placement and testing.
9. Enter all phone and user data into Zoom, including E911 details.
10. Identify required network changes or configurations and provide remediation guidance to ensure the Zoom Phone solution operates fully and reliably.
11. Provide configuration support for voice gateways (analog gateways) and ATAs before and after migration.
12. Configure hunt groups, auto-attendants, location information, and user provisioning.
13. Assist with configuring Zoom Phone integration with Microsoft Teams.
14. Assist in integration with the University's Microsoft 365 environment to support voicemail delivery/functionality.
15. Implement and administer call recording and call transcription for the university police department's Zoom phone service.
16. Manage and execute the one-time flash cut to port numbers from Lumen/Level3 to Zoom. Port of numbers should be completed between December 14 and December 21.
17. Assist with the configuration and validation of Zoom Phone reporting, service quality metrics, logging, and security controls, including call monitoring and detail searches, analytics, anonymous number blocking, and mitigation of unwanted or malicious call activity (e.g., robocalls or swatting-related incidents).
18. Execute all testing and validation of system and user configurations.
19. Conduct knowledge transfer sessions for UNCW staff, ensuring all relevant processes, tools, and documentation are clearly communicated.
20. Provide vendor-recommended best practices documentation for Zoom Phone deployments, including (but not limited to) architecture, security, E911 configuration, Microsoft Teams integration, voicemail to email delivery, number management, call routing, administrative operations, monitoring/logging, and ongoing operational guidance. Documentation must reflect industry standards, Zoom-recommended practices and be delivered prior to project closeout.

21. PSTN Access / Local and Long-Distance Calling / Telephone Number Porting Requirements:
    a. Vendor proposed solution should include unlimited local and domestic long-distance service as part of the monthly station/service cost. Unlimited North American long distance is preferred.
    b. Additional charges for International long distance should be included in a table (by country code and any other cost-driving factors – such as city or mobility codes) in the pricing section of the RFP response.
    c. Vendor proposed solution should clearly articulate the parameters by which charged calls are metered including:
        i. What time increment level constitutes the initial charge
        ii. Time increment level(s) for additional charging
        iii. If there is a baseline charge (independent of time metering) for any attempted call.
    d. Any additional charges for 411/Directory Assistance service should be included in the bid response. Also, dialing "711" should connect callers to Relay NC, a statewide service for the hearing impaired or have an equitable solution in its place.
    e. All costs related toPSTN Access / Local and Long Distance Calling / Toll-free Numbers and Telephone Number Porting Requirements should be included in the pricing section of this RFP.
22. UNCW is to retain all rights to ownership of the entire DID number range (910- 962-0000 to 910- 962-9999), regardless of contract state.
23. The vendor, in association with Zoom, will be responsible for the porting of eight (8) existing toll-free numbers currently utilized by UNCW as well as represent if the system will have the capability of administering new toll-free numbers. Vendor should specify how this process works, lead times for implementation, costs and any requirements for putting tollfree numbers into service.
24. Vendor should make information available on the capabilities of providing, or limiting, features for end users and phones/accounts such as off-systems calling restrictions, on-system calling restrictions and other feature capabilities that can be enabled, disabled, or defined at the end user level as opposed to globally. UNCW prefers this information in table format and indicated whether customization is local or global.
25. Vendor will notify UNCW within 24 hours when equipment is shipped and delivered. This notification will include the shipment tracking number, estimated delivery date, and any relevant shipping details. Upon arrival, the equipment will be inspected by UNCW for any damage during transit and to verify that all items are present. If any issues are found, the Vendor will be responsible for coordinating with the shipping company to resolve them, including remediation of any missing equipment. Transportation of deliverables shall be Free-on-Board Destination.

**C. Project Completion Deliverables**

1. Vendor must provide as-built diagrams and final configuration documentation for the full deployed environment.
2. Vendor must provide recorded training sessions for administrators and/or end users.
3. Vendor must provide training documentation, including written instructions and training videos.

**D. Contract Buyout / Early Termination Assistance**

1. UNCW currently has an active agreement with an existing telecommunications provider that may include early termination fees or contractual buyout costs.
    a. Vendors are requested to:
        i. Partner with Zoom to offer programs or incentives to offset or buy out existing telecommunications contracts including licensing, maintenance, carriers, managed services, and colocation.

ii. Describe the structure of any buyout assistance, including eligibility requirements, limits, reimbursement methods, or service credits.

iii. Provide pricing or estimated value for any buyout or transition incentives that may apply if UNCW terminates its current agreement early.

iv. Identify any documentation required to validate termination costs.

2. Any such incentives or buyout arrangements should be clearly itemized and presented separately from standard service pricing. Buyout should include at a minimum Cisco licensing, managed services, colocation, additional software such as e911 and eFax.

**E. Liquidated Damages (Delay)**

If the Contractor fails to implement the VoIP Solution by December 21, 2026 (as may be adjusted for approved changes or excusable delays), the Contractor shall pay liquidated damages to UNCW at a rate of 0.15% of the total project cost per calendar day of delay. Total liquidated damages shall not exceed ten percent (10%) of the total project cost. The Parties agree that such amounts represent a reasonable estimate of damages arising from delay and are not a penalty.

## 5.2 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions. Vendors should keep responses straightforward and not include generic marketing materials. Responses are part of the evaluation.

**Vendor Experience (30%)**

1. Provide references from *at least* three (3) of the Vendor's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP, preferably that of Higher Education, but certainly at an enterprise level. Provide the following information for each customer and include how long your organization has been established:

    a. Organization Name and Address;
    b. Contact name with email address and phone number;
    c. Time period in which work was performed; and
    d. Short description of work performed. Please include in your summary the number of phones removed or switched to VoIP, the original source voice system, and organization size by staff or student population.

2. Describe the ability to meet the requirements listed in 5.0, citing actual experience from references/projects listed above.
3. Describe the experience of the team that will be assigned to this project.
4. Provide detailed listing of any additional external partners and their specific contribution to the overall proposed solution or that the overall solution relies on for complete operation. Vendors must acknowledge whether additional licensing or contracts are needed for those operations or functions and include them as part of the proposal as well as provide the costs for such.
5. Explain and describe capability of building the production environment prior to the cutover so that user training can be conducted ahead of the project go-live date.
6. Explain experience with porting numbers.
7. Explain experience with E911 implementations.
8. Provide a copy of Zoom certifications for Deployment Customer Experience and Support Workplace and Phone (reference: **Section 5.1.A.2**)

**Project Approach & Timeline (25%)**

9. Explain approach to meeting the requirements listed in Section 5.0.
10. Provide a detailed project plan that includes, at a minimum, the following:

a. The project stages, milestones, and overall timeline
b. Resources required from both parties
c. Responsibilities of each resource
d. Communication processes for reporting project progress
e. Backup/rollback plans
f. Project scope change management processes.
g. Pricing for the project management configuration

11. Explain methodology for a single cutover.
12. Describe the process for providing a Letter of Authorization (LOA). If applicable, include an example.
13. Describe approach to support including before cutover, on the day of cutover, and in the days following cutover. The response should address readiness activities, real-time cutover support, escalation procedures, and post-cutover stabilization.
14. Provide a timeline designed with cutover between December 14th and 21$^{st}$ of 2026.
15. The Contractor shall confirm that it has read, understands, and agrees to the Liquidated Damages provisions set forth in Section 5.1.E.

**Training Capabilities (10%),**

16. Describe methodology for administering training and support. List any additional training that UNCW personnel would be advised to complete to provide installation, administration and support for the services prior to implementation. Indicate if training courses are taught by the vendor or a third-party.
17. Describe the training resources that are provided, including AI-related training.
18. Describe where the team would be located and note if they have a local presence in the Wilmington or eastern NC area.

**Acceptance of UNCW Terms & Conditions without edits (5%)**

19. Does the vendor accept the terms and conditions in Attachment C (NC General Terms & Conditions) and Attachment H (IT Services & Systems Addendum) without edits? Yes or No

# 6.0 CONTRACT ADMINISTRATION

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

## 6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

## 6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics. A post award kick-off meeting may be held between the awarded vendor(s) and the University to ensure everyone understands their roles and responsibilities.

## 6.3 CONTINUOUS IMPROVEMENT

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

## 6.4 ACCEPTANCE OF WORK

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

The State shall have the obligation to notify Vendor, in writing three (3) business days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## 6.5 DISPUTE RESOLUTION

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

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

## 6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

## 7.0 ATTACHMENTS

# **IMPORTANT NOTICE**

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

### ATTACHMENT A: PRICING (30%)

Proposers must provide firm-fixed pricing for this project. Proposers must provide as a separate attachment an itemized breakdown of the total project cost to include:

i. Licensing and calling plan (include pricing for non-fixed costs such as international calling)
ii. Hardware
iii. Professional services
iv. Project management
v. Buyout credits/incentives

**VoIP Solution (Total Project Cost): $____________________**

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## ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here: https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms

## ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here: https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms

## ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link: https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms

## ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link: https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms

## ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link: https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms

## LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link: https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms

***** Failure to Return the Required Attachments May Eliminate Your Response from Further Consideration *****

# ATTACHMENT H: IT SERVICES & SYSTEMS ADDENDUM

Vendor acknowledges that UNCW will disclose Personally Identifying Information (PII) to the Vendor during the performance of this Agreement, and/or the Agreement allows the Vendor access to PII. Vendoragrees to maintain strict confidentiality of PII, in accordance with the requirements and conditions set forthin this Addendum.

Vendor attests and warrants that any documentation submitted or supplied is accurate, complete, and is a comprehensive assessment of the requirements for which it is submitted. Vendor shall immediately notifythe University of any errors, omissions, corrections, or material changes in the documentation and/or underlying information used to prepare the documentation. The University assumes no responsibility to verify the documentation.

## 1) DEFINITIONS:

a) "Data" is information, formulae, algorithms, or other content that UNCW, UNCW's employees, agents andend users provide, create or modify using the Services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which UNCW's Data may be ascertainable. All data provided or derived is the property of UNCW and is to be confidential and kept private unless otherwise noted by mutual agreement.

b) "Regulated data" means Personally Identifiable Information (PII) and any other Data that is protected or regulated by state or federal law.

c) "Services" are the duties and tasks undertaken by the Vendor to fulfill the requirements and specificationsof this Agreement.

d) "Support" includes provision of ongoing service updates, fixes, training, consulting, and maintenance forVendor supplied services.

e) "Personally Identifiable Information", or "PII", is any information that can be used to distinguish one personfrom another and can be used for de-anonymizing anonymous data. Personally Identifiable Information shallinclude "Education Records" and "Personnel Information" as those terms are further defined herein.

## 2) ACCESS AND USE OF IT SERVICES:

a) Vendor grants UNCW a personal non-transferable and non-exclusive right to use and access, all contracted Services. UNCW may utilize the Services as agreed herein and in accordance with any mutually agreed Acceptable Use Policy. UNCW is authorized to access UNCW Data and any data provided as part of the contracted Services. Services may be subject to a more specific Service Level Agreement (SLA) agreed toin writing by the parties. UNCW shall notify the Vendor of any unauthorized use of any password or account,or any other known or suspected breach of security access. All Services and information designated as "confidential" or "proprietary", and all Data, shall be kept in confidence except as may be required by the North Carolina Public Records Act: N.C.G.S. § 132-1, *et. seq*.

b) UNCW's right to license the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, unless otherwiseagreed to by the parties. Vendor has a limited, non-exclusive license to access and use UNCW Data as provided to Vendor, but solely for providing the specified contracted Services.

c) The technical and professional activities required for establishing, managing, and maintaining the Services and environment are the responsibility of the Vendor.

d) Any additional agreements or terms derived by end user assent (e.g., "clickthrough") are null and void.

e) All UNCW Data must remain within the legal jurisdiction of the United States unless the Data's dispositionis otherwise explicitly designated by UNCW.

f) The Vendor is ultimately responsible for providing the contracted Services under the specified provisions. The Vendor may utilize partners and/or subcontractors to assist in the provision of the Services, but Vendor assumes all responsibility for third party activities in those regards. Vendor will not provide Data to any subcontractor or agent without UNCW's prior written consent, and until the subcontractor or agent agrees inwriting to comply with these Terms and Conditions.

## 3) MODIFICATION OF SERVICES:

*If Vendor modifies or replaces the Services provided to UNCW and other tenants, and if UNCW has paid all applicable Subscription Fees, as that term may be defined in Vendor documentation, UNCW shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then-accessible version of the Services. Newer versions of the Services containing substantially increased functionality may be made available to UNCW for an additional subscription fee. In the event of either of such modifications, the then-accessible version of the Services shall remain fully available to UNCW until the newer version is provided to UNCW and accepted. If a modification materially affects the functionality of the Services as used by UNCW, at its sole option, UNCW may defer such modification.*

## 4) TRANSITION PERIOD:

a) For a minimum of ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Vendor shall assist UNCW, upon written request, in extracting and/or transitioning all Data in the format determined by UNCW ("Transition Period").

b) The Transition Period and terms may be modified as specified by both parties in writing.

c) During the Transition Period, Services access shall continue to be made available to UNCW without alteration.

d) Vendor agrees to compensate UNCW for damages or losses UNCW incurs as a result of Vendor's failure tocomply with this Transition Period section.

e) Upon termination, and unless otherwise stated in an SLA, and after providing UNCW Data to UNCW as indicated above in this section with acknowledged receipt by UNCW in writing, the Vendor shall permanently destroy or render inaccessible all UNCW Data. The vendor shall provide written documentation confirming the destruction or inaccessibility of UNCW's Data.

## 5) CONFIDENTIALITY:

*UNCW may maintain the confidentiality of certain types of information provided by Vendor described in N.C. Gen. Stat. § 132-1, et seq. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. § 132-1.2. Vendor may designate information, products, or Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked "confidential" meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** UNCW agrees to promptly notify the Vendor in writing of any actionseeking to compel the disclosure of Vendor's confidential information. If an action is brought pursuant to N.C. Gen. Stat. § 132-9 to compel UNCW to disclose information marked "confidential," the Vendor agrees that it will intervene in the action through its counsel and participate in defending UNCW, including any public official(s) or public employee(s). The Vendor agrees that it shall hold UNCW and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against UNCW in the action. UNCW shall have the right, at its option and expense, to participate in the defense of the action through its counsel. UNCW shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.*

## 6) SECURITY OF UNCW DATA:

a) All materials, including software, Data, information, and documentation provided by UNCW to the Vendor(UNCW Data) during the performance or provision of Services hereunder are the property of UNCW and must be kept secure, returned to UNCW, and afterwards destroyed. The Vendor will protect UNCW Data from disclosure, unauthorized modification, loss, damage, destruction by natural event, or other eventuality.Proprietary Vendor materials shall be identified to UNCW by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materialsprepared or created during the performance of provision of Services hereunder shall be provided to UNCW as part of the Services.

b) The Vendor shall protect the confidentiality and integrity of all information, Data, instruments, studies, reports, records and other materials provided to it by UNCW or maintained or created in accordance with provided services. No such information, Data, instruments, studies, reports, records, other materials, or derivatives of such, in the possession of Vendor, shall be disclosed in any form without the prior written consent from UNCW Purchasing.

c) The Vendor is responsible for the protection of UNCW Data, including but not limited to Personal Identifying Information (PII). Vendor acknowledges its responsibility for securing any UNCW Data used in connectionwith the provision of the Services. Vendor warrants, it shall provide reasonable care and efforts to protect private and Regulated Data, detect fraudulent activity involving such Data, and promptly notify UNCW Purchasing of any unauthorized access, use, or Data loss. Specific terms and conditions for Personally Identifiable Information are included herein.
d) Vendor will provide and maintain secure backups of UNCW Data on an acceptable periodic schedule.
e) Vendor shall implement and maintain appropriate access controls for its online system providing the Services, as well as all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of this Agreement to secure the Data and the Services from loss, corruption, unauthorized disclosure.
f) Vendor will apply the principle of “least privilege” for employee and contractor access in providing the contracted services.
g) Vendor must maintain logs of all changes in user privilege and any access to data.
h) Upon request, Vendor must provide UNCW with the most recent report, audit, or certification, performed bya third party, that relates to the security, availability, processing integrity, confidentiality, and privacy of theoperations and systems of the Vendor.
i) UNCW may, at any time, make a local copy of all UNCW data.
j) Vendor shall certify to UNCW:
    i) They have and adhere to a periodically tested and annually reviewed disaster recovery plan.
    ii) That the Services will comply with the following where applicable:
        (1) Privacy provisions of the Federal Privacy Act of 1974;
        (2) The Family Educational Rights and Privacy Act (FERPA) if records include studentinformation.
        (3) The Health Insurance Portability and Accountability Act if records include any health-based information.
        (4) The Americans with Disabilities Act and Section 504 of the Rehabilitation Act requirementsfor access to and use of their provided services.
        (5) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., *N.C.G.S. § 75-65 and -66);*
        (6) The North Carolina Public Records Act, N.C.G.S. Chapter 132; and
        (7) Applicable industry standards and guidelines, including but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including thePCIDSS Computing Guidelines.
        (8) The Communications Assistance for Law Enforcement Act (CALEA) and its implementing regulations.
        (9) Kari’s Law Act of 2017.
        (10) Repack Airwaves Yielding Better Access for Users of Modern (RAY BAUM) Services Act of 2018.
k) Security Breach. “Security Breach” under the NC Identity Theft Protection Act (N.C.G.S. § 75-60) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any UNCW Data or UNCW confidential information. “Physical Security” means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. “Systems Security” means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or itsagents or subcontractors in connection with the Services. “Processing” means any operation or set of operations performed upon UNCW Data or UNCW confidential information described in Section 1 above, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording,

    *organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying. Notwithstanding the above, Vendor shall, within one business day of discovery, report to UNCW any use ordisclosure of PII not authorized by these Terms and Conditions or in writing by UNCW. Vendor’s report shall identify:*
    (i) the nature of the unauthorized use or disclosure;

(ii) the PII used or disclosed;
(iii) who made the unauthorized use or received the unauthorized disclosure;
(iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
(v) what corrective action has Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

*UNCW, in its sole discretion, shall have the right to require Vendor to submit to a plan of monitoring and reporting; provide Vendor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible, subject to Vendor's obligations upon termination described in this paragraph 6. Vendor shall provide any such other information relevant to UNCW's breach investigation and mitigation, including a written report, as reasonably requested by UNCW.*

l) Breach Notification. In the event Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall, at its own expense,
(i) immediately notify UNCW Purchasing of such Security Breach and perform a root cause analysis thereon,
(ii) investigate such Security Breach,
(iii) provide a remediation plan, acceptable to UNCW, to address the Security Breach and prevent any further incidents,
(iv) conduct a forensic investigation to determine what systems, data and information have been affectedby such event; and
(v) cooperate with UNCW, and any law enforcement or regulatory officials, credit reporting companies,and credit card associations investigating such Security Breach.

*UNCW shall make the final decision on notifying UNCW's persons, entities, employees, service providers and/or the general public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of UNCW's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by UNCW) shall be considered legally required. If the Family Policy Compliance Office of the*

*U.S. Department of Education determines that the Vendor improperly disclosed PII obtained from UNCW'sEducation Records, UNCW may not allow the Vendor access to Education Records for at least five (5) years.*

m) Notification Related Costs. Vendor shall reimburse UNCW for all Notification Related Costs incurred by UNCW arising out of or in connection with any such Security Breach due to Vendor acts or omissions otherthan in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include UNCW's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (1) Preparation and mailing or other transmission of legally required notifications; (2) Preparation and mailing or other transmission of such other communications to customers, agents or others as UNCW deems reasonably appropriate; (3) Establishment of a call center or other communications procedures in response to such Security Breach (e.g.,customer service FAQs, talking points and training); (4) Public relations and other similar crisis managementservices; (5) legal and accounting fees and expenses associated with UNCW's investigation of and responseto such event; and (6) Costs for credit reporting services that are associated with legally required notifications or are advisable, in UNCW's opinion, under the circumstances. In the event that Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall immediately notify UNCW Purchasing of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.

n) In the event of disaster or catastrophic failure that results in significant UNCW Data loss or extended loss of access to Data or Services, Vendor shall notify UNCW Purchasing by the fastest means available and also inwriting, with additional notification provided to the UNCW Chief Information Officer or designee. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform UNCW of:
i) The scale and quantity of UNCW Data loss;
ii) What Vendor has done or will do to recover the UNCW Data from backups and mitigate any deleterious effect of UNCW Data and Services loss; and
iii) What corrective action has Vendor taken or will take to prevent future UNCW Data and Services loss.
iv) If Vendor fails to respond immediately and remedy the failure, UNCW may exercise its options for assessing

damages or other remedies.

*Vendor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with UNCW. UNCW and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with UNCW, its agents and law enforcement.*

o) In the event of termination of this contract, cessation of business by the Vendor or other event preventing Vendor from continuing to provide the Services, Vendor shall not withhold UNCW Data or any other UNCWconfidential information or refuse for any reason, to promptly return to UNCW Data and any other UNCW confidential information (including copies thereof) if requested to do so on such media as reasonably requested by UNCW, even if UNCW is then or is alleged to be in breach of the Agreement as long as UNCWhas paid any undisputed sums. As a part of Vendor's obligation to provide UNCW Data pursuant to this Paragraph 10)o), Vendor will also provide UNCW any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for UNCW to use, translate, interpret, extract and convert UNCW Data.

## 7) CONFIDENTIALITY OF EDUCATION RECORDS AND PERSONNEL INFORMATION

### a) Education Records

i) **Definition:** ***Education Records*** shall have the meaning prescribed to it in 34 CFR § 99.3, and includespaper and electronic student education record information supplied by UNCW, as well as any data provided by UNCW's students to the Vendor, excluding any information that is designated as "directory information" in UNCW Policy 04.150 Student Records and Family Educational Rights andPrivacy Act (FERPA).

ii) **Protection of Education Records:** Vendor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in the Family Educational Rights and Privacy Act (34 CFR § 99.33(a)(2)) and with the terms set forth below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the institution may use the information, but only for the purposes for which the disclosure was made.

iii) **School Official Designation:** For purposes of this Agreement and receipt of Education Records, Vendor is a school official with a legitimate educational interest as defined in 34 CFR § 99.31(a)(1)(i)(B).

### b) Personnel Information

i) **Definition:** ***Personnel Information*** shall mean staff and faculty identification numbers beginningwith "850," and, to the extent applicable, confidential information contained in an employee's personnel file as provided in N.C.G.S. §§ 126-22 *et seq.*

ii) **Vendor Designation:** To the extent N.C.G.S. § 132-6 applies, Vendor acknowledges that it is nota custodian of public records under that statute.

### c) Ownership and Use of Education and Personnel Records

i) **Property of UNCW:** Education Records and Personnel Information shall remain the sole propertyof UNCW. Vendor expressly acknowledges and agrees that Vendor has no property right or interestwhatsoever in any such data.

ii) **Prohibition on Unauthorized Use or Disclosure of Education Records**: Vendor agrees to hold Education Records and Personnel Information in strict confidence. Vendor shall not use or discloseEducation Records and Personnel Information received from or on behalf of UNCW except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by UNCW. Vendor agrees not to use Education Records and Personnel Information for any purpose other than the purpose for which the disclosure was made. In the event that Vendor receives a requestfor Education Records and Personnel Information by subpoena or other legal process or from a court, governmental authority, accrediting agency, or other third party, Vendor shall give prompt written notice to UNCW.

## 8) PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS) COMPLIANCE:

*In the event Vendor may have access to credit or debit card information and/or may affect the security of a credit or debit card transaction, Vendor is required to maintain PCI compliance. Vendor will provide documentation of PCI compliance per the PCI Security Standards Council (www.pcisecuritystandards.org) foritself and any of its third-party vendors, contractors, and service providers used for services provided to* *the university. Vendor will provide annually a PCI Security Standards Council Attestation of Compliance (AOC),preferably signed by a registered QSA firm, to the university.*

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## ATTACHMENT I: CAMPUS MAP

Please find the UNCW Campus map here: Link to UNCW campus map

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## ATTACHMENT J: VG BREAKDOWN

| Building | Ports Used | Needed Ports | Connector Type |
|---|---|---|---|
| 620 S College - OLLI | 0 | 0 | NONE |
| 626 MacMillan Modular | 1 | 4 | RJ-11/Modular-male (patch panel side) |
| 737 St James | 0 | 0 | NONE |
| 803 S College - CIE | 1 | 4 | RJ-11/Modular-male (patch panel side) |
| Academic Support | 1 | 4 | RJ-11/Modular-male (patch panel side) |
| Admin Annex | 7 | 8 | RJ-11/Modular-male (patch panel side) |
| Alderman Hall | 7 | 8 | RJ-11/Modular-male (patch panel side) |
| Almkuist-Nixon Sports Med | 3 | 4 | RJ-11/Modular-male (patch panel side) |
| Bear Hall | 4 | 4 | RJ-11/Modular-male (patch panel side) |
| Burney Center | 0 | 0 | NONE |
| Cultural Arts - CAB | 6 | 8 | RJ-11/Modular-male (patch panel side) |
| Cameron Hall | 2 | 4 | RJ-11/Modular-male (patch panel side) |
| CMS Main | 15 | 24 | 50 pin-Amphenol/Teleco/RJ-21-male (patch panel side) |
| Congdon Hall | 6 | 8 | RJ-11/Modular-male (patch panel side) |
| Deloach Hall | 1 | 4 | RJ-11/Modular-male (patch panel side) |
| Depaolo Hall | 14 | 24 | 50 pin-Amphenol/Teleco/RJ-21-male (patch panel side) |
| Dobo Hall | 4 | 4 | RJ-11/Modular-male (patch panel side) |
| East Parking Deck | 1 | 0 | NONE |
| East Parking Deck | 13 | 24 | 50 pin-Amphenol/Teleco/RJ-21-male (patch panel side) |
| Education Building | 5 | 8 | RJ-11/Modular-male (patch panel side) |
| Facilities | 6 | 8 | RJ-11/Modular-male (patch panel side) |
| Fisher Field House | 2 | 4 | RJ-11/Modular-male (patch panel side) |
| Fisher Student Center - FSC | 18 | 24 | 50 pin-Amphenol/Teleco/RJ-21-male (patch panel side) |
| Fisher University Union - FUU | 14 | 24 | 50 pin-Amphenol/Teleco/RJ-21-male (patch panel side) |
| Friday Hall | 4 | 4 | RJ-11/Modular-male (patch panel side) |
| Friday Annex | 0 | 4 | RJ-11/Modular-male (patch panel side) |
| Hoggard Hall | 7 | 8 | RJ-11/Modular-male (patch panel side) |
| Housekeeping Building | 2 | 4 | RJ-11/Modular-male (patch panel side) |
| Housing and Residence Life - HRL | 1 | 4 | RJ-11/Modular-male (patch panel side) |
| HUB | 3 | 4 | RJ-11/Modular-male (patch panel side) |
| Innovation House | 4 | 4 | RJ-11/Modular-male (patch panel side) |
| James Hall | 2 | 4 | RJ-11/Modular-male (patch panel side) |
| Kenan Auditorium | 5 | 8 | RJ-11/Modular-male (patch panel side) |
| Kenan Hall | 2 | 4 | RJ-11/Modular-male (patch panel side) |
| King Hall | 3 | 4 | RJ-11/Modular-male (patch panel side) |
| Leutze Hall | 4 | 4 | RJ-11/Modular-male (patch panel side) |
| McNeill Hall | 5 | 8 | RJ-11/Modular-male (patch panel side) |
| Morton Hall | 3 | 4 | RJ-11/Modular-male (patch panel side) |
| NetCom | 6 | 8 | RJ-11/Modular-male (patch panel side) |
| Sartarelli Hall | 2 | 4 | RJ-11/Modular-male (patch panel side) |

| | | | |
|---|---|---|---|
| Randall Library | 12 | 24 | 50 pin-Amphenol/Teleco/RJ-21-male (patch panel side) |
| Sandpiper Hall - 3 | 16 | 24 | 50 pin-Amphenol/Teleco/RJ-21-male (patch panel side) |
| SHC 2 | 4 | 4 | RJ-11/Modular-male (patch panel side) |
| Shops at Crossing | 2 | 4 | RJ-11/Modular-male (patch panel side) |
| SHV Clubhouse | 16 | 24 | 50 pin-Amphenol/Teleco/RJ-21-male (patch panel side) |
| Student Rec Center | 13 | 24 | 50 pin-Amphenol/Teleco/RJ-21-male (patch panel side) |
| Teaching Lab | 8 | 8 | RJ-11/Modular-male (patch panel side) |
| Trask Coliseum | 17 | 24 | 50 pin-Amphenol/Teleco/RJ-21-male (patch panel side) |
| Truist Hall | 0 | 0 | NONE |
| Veterans Hall | 6 | 8 | RJ-11/Modular-male (patch panel side) |
| Wagoner Hall | 3 | 4 | RJ-11/Modular-male (patch panel side) |
| Warehouse | 6 | 8 | RJ-11/Modular-male (patch panel side) |
| Warwick Center | 4 | 8 | RJ-11/Modular-male (patch panel side) |
| Kenan House | 0 | 4 | RJ-11/Modular-male (patch panel side) |
| University Police - UPD | 2 | 4 | RJ-11/Modular-male (patch panel side) |
| Warwick Center - Ballroom | 1 | 4 | RJ-11/Modular-male (patch panel side) |
| NetCom - TEST | | | NONE |
| R23 | 1 | 4 | RJ-11/Modular-male (patch panel side) |