THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 3500 Administrative Office Building 104 Airport Drive Chapel Hill, NC 27599	Request for Proposals (RFP) No.: RFP09262025VLG Title: WordPress Hosting Solution
Refer ALL inquiries regarding this RFP to: Name: Veronica Green Title: IT Services Category Manager Email Address: veronica.green@unc.edu	Issue Date: September 26,2025 Due Date and Time: November 7,2025 at 12:00 PM Eastern Time (ET)

OFFER

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

EXECUTION PAGE

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

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

OFFEROR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY, STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for one hundred eighty (180) days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER

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

FOR UNIVERSITY USE ONLY

Offer accepted and contract awarded this date , as indicated on attached certification,

by (Authorized representative of University).

THE UNIVERSITY OF NORTH CAROLINA

AT CHAPEL HILL

Request for Proposals No.:

RFP09262025VLG

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

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

_____
Vendor Name

_____
Vendor eVP Number

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

Electronic responses ONLY will be accepted for this solicitation.

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1.0 ANTICIPATED PROCUREMENT SCHEDULE

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

Action	Responsibility	(no later than) Date and Time
RFP Issued	University	September 26, 2025
Written Questions Deadline	Vendors	October 10, 2025 at 3:00 PM ET
University's Response to Written Questions / RFP Addendum Issued	University	October 24,2025
Offer Deadline	Vendors	November 7, 2025 at 12:00 PM ET
Selection of Finalists	University	TBD
Interviews, Oral Presentations, and/or Product Demonstrations	Finalists	TBD
Contract Award	University	TBD
Contract Effective Date	University	TBD

2.0 PURPOSE OF RFP

2.1 INTRODUCTION

The University of North Carolina at Chapel Hill ("UNC Chapel Hill" or the "University"), through its Digital Services team within Information Technology Services (ITS), invites qualified vendors to propose an enterprise grade WordPress hosting solution for university affiliated websites. The University currently contracts with a WordPress hosting provider and actively supports more than 5,300 websites, including multiple multisite networks, high visibility standalone sites, and mission critical platforms.

With this RFP, the University aims to establish a new contract with a vendor that can deliver a robust, scalable, and secure hosting environment that meets performance expectations and operational requirements. In addition to delivering enterprise level infrastructure optimized for WordPress, the University expects the selected vendor to advise on the most effective organization of sites and multisite networks to support cost efficiency and long-term sustainability. The ideal vendor will offer a pricing structure that flexibly adapts to the University's evolving usage patterns.

UNC Chapel Hill operates in a decentralized web environment where individual academic and administrative units may choose to partner with Digital Services for web development, hosting, and support. Supported websites range from large scale enterprise platforms to self-service sites built by student organizations, academic projects, faculty, staff, and campus departments. The selected vendor must understand and support this distributed model by providing a solution that combines scalability, performance, and high availability.

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

2.2 RFP DOCUMENT

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

2.3 INTERPRETATION OF TERMS AND PHRASES

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

2.4 CONTRACT TERM

A contract awarded pursuant to this RFP shall have an effective date as provided in either the Notice of Award or the resulting contract, as applicable (the “Effective Date”). The contract shall have an initial term of three (3) years from the Effective Date (the “Initial Term”), unless terminated earlier in accordance with the terms and conditions of the contract.

At the end of the Initial Term, the University shall have the option, at its sole discretion, to renew the contract on the same terms and conditions for up to three (3) additional one (1) year terms. The University will give the Vendor written notice of its intent to exercise each renewal option no later than sixty (60) 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 University retains the option to extend the contract for 1 year periods after the last active term.

2.5 CONTRACT TYPE

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

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

Any resulting contract may be used by any other UNC Chapel Hill department, office, school, etc. at their discretion.

2.6 UNC SYSTEM INSTITUTIONS

Any resulting contract may be extended to any other University of North Carolina System (UNC System) institution (each an “Institution”) to allow Institution to purchase relevant products and services from Vendor at then-current prices in accordance with the terms and conditions of the contract. Use of the contract by another Institution shall be strictly voluntary.

Execution of a separate contract is not required to participate, unless an amendment to the material terms of the contract is required by either the Institution or Vendor, in which case the resulting contract shall be between the Institution and Vendor. Other Institutions shall place their own orders directly with Vendor and shall fully and independently administer their use of the contract, including contractual disputes, invoicing, and payments, without any participation from the University.

The University shall not be responsible for any costs, damages, or other obligations incurred by any other Institution as a result of any use of the contract. It is understood and agreed that the University (a) is not responsible for the acts or omissions of any other Institution, and (b) will not be considered in default of the contract due to the acts or omissions of any other Institution, no matter the circumstances.

UNC System institutions currently include the following:

Appalachian State University
East Carolina University
Elizabeth City State University
Fayetteville State University
North Carolina Agricultural and Technical State University
North Carolina Central University
North Carolina School of Science and Mathematics
North Carolina State University
University of North Carolina at Asheville
University of North Carolina at Chapel Hill
University of North Carolina at Charlotte
University of North Carolina at Greensboro
University of North Carolina at Pembroke
University of North Carolina at Wilmington
University of North Carolina School of the Arts
University of North Carolina System Office
Western Carolina University
Winston-Salem State University

2.7 AGENCY BACKGROUND

Digital Services is a unit within the Information Technology Services (ITS) department at the University of North Carolina at Chapel Hill. The team develops, supports, and manages web platforms and services that power a large portion of the University's public web presence.

UNC Chapel Hill operates in a decentralized technology environment, where schools and units can procure and implement their own technology solutions for most use cases. In this context, Digital Services delivers a high quality, centrally provided service that supports the creation of cost-effective, high-quality campus websites. The University has widely adopted WordPress and the Digital Services solution, thanks to the team's strong work and the reliability and availability of the hosting environment.

Digital Services offers a range of WordPress-based solutions tailored to meet the needs of UNC Chapel Hill's decentralized campus community. These include self-service websites for students, faculty, and staff, as well as professionally supported websites for departments, research centers, and administrative units.

In addition to managing hosting and platform infrastructure, Digital Services provides support and consultation on digital accessibility, usability, performance, and security. The team ensures that websites across campus meet University standards while remaining flexible enough to support a diverse array of site owners and use cases, including high visibility, mission critical websites and student run project sites. Digital Services plays a central role in advancing web communications and digital engagement across the UNC Chapel Hill community.

2.8 PROBLEM STATEMENT

While the University's current WordPress hosting arrangement has offered a stable foundation and led to meaningful improvements, Digital Services now seeks to advance this environment to better serve the evolving needs of the University community. The University aims to enhance performance, reliability, scalability, and cost efficiency, as well as to gain expert guidance on best practices for organizing and optimizing a large, distributed WordPress ecosystem.

Digital Services is seeking a strategic hosting partner that can provide not only high-availability and high-performance infrastructure, but also proactive recommendations on how to structure and evolve the web environment for long term sustainability. The ideal solution will offer the flexibility to support a wide range of

user needs and site types, while enabling centralized oversight, better resource management, and improved service delivery.

3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.1 SCOPE OF WORK

This RFP seeks an enterprise grade WordPress hosting infrastructure to support the expansive and diverse web environment of the University of North Carolina at Chapel Hill. The selected vendor will deliver a secure, scalable, high availability platform, and provide strategic consultation to help the University meet its goals for performance, efficiency, and long-term sustainability.

The selected vendor will:

- Deliver enterprise grade WordPress hosting infrastructure capable of supporting a large number of WordPress sites, including standalone sites and multiple multisite networks.
- Maintain high performance, uptime, and availability for mission critical University websites.
- Apply strong security and compliance standards, including monitoring, patching, backups, incident response, and access controls.
- Provide flexible and scalable infrastructure that grows with university needs and accommodates both high traffic enterprise sites and lower impact self-service sites.
- Support a decentralized user environment by enabling varying levels of administrative control and autonomy among site owners.
- Provide responsive and knowledgeable technical support, including a clearly defined escalation path for critical issues.
- Offer expert consultation on optimizing site organization, network architecture, and resource utilization, with a focus on cost efficiency.
- Integrate with existing University systems, including Single Sign On (SSO), as needed.
- Equip Digital Services with tools and interfaces (such as dashboards and reporting) to manage the hosted environment effectively.
- Propose a transparent and adaptable pricing model that reflects actual usage and accommodates future growth.

The vendor must also collaborate closely with Digital Services throughout onboarding, implementation, and migration to ensure continuity and minimize disruption to the University's web operations.

3.2 GENERAL REQUIREMENTS AND SPECIFICATIONS

3.2.1 REQUIREMENTS

A requirement means, as used herein, a function, feature, or performance that the system must provide, or a condition that the Vendor must meet.

3.2.2 SPECIFICATIONS

A specification means, as used herein, a description of the characteristics of the desired goods and/or services (e.g., a specification that documents the function and performance of a system or system component, or a service to be provided).

The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only processes, configurations, materials and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the University, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver

alternate or substitute services, products, goods or other Deliverables. Alternate or substitute services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the University; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the University that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

3.2.3 SITE AND SYSTEM PREPARATION

Vendors shall provide to the University complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed or implemented shall operate properly and efficiently within the site and system environment. Any alterations or modification in site preparation, which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the University, shall be made at the expense of the Vendor.

3.2.4 EQUIVALENT ITEMS

Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard for determining substantial conformity during evaluation, unless otherwise specifically stated as a brand specific requirement (in which case, no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent offers must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison.

3.3 SECURITY REQUIREMENTS

Before a contract can be awarded, the Intended Awardee must demonstrate an acceptable information security posture by meeting the following requirements:

3.3.1 Provide at least one of the following, listed in order of preference:

- A current SOC 2 Type II report issued within the last 36 months
- A completed Higher Education Community Vendor Assessment Tool (HECVAT)
- An ISO/IEC 27001 certification (2013 or 2022 version)
- A comparable third-party risk assessment

3.3.2 Detailed documentation of the Vendor's:

- Security Policies and Procedures
- Risk Management Framework
- Data Security and Privacy Controls

If the Intended Awardee cannot meet the requirements and/or does not pass the required reviews outlined above, then the University reserves the right to take any action available to it, including but not limited to: select another prospective vendor, cancel the solicitation and rebid it, cancel the solicitation and negotiate with a known source of supply.

3.4 BUSINESS AND TECHNICAL REQUIREMENTS

The awarded Vendor / solution must meet the following requirements:

3.4.1 Vendor must provide a Voluntary Product Accessibility Template (VPAT), or acceptable alternative, that details the solution's accessibility compliance.

3.4.2 Enterprise grade WordPress hosting infrastructure - Provide and maintain a secure, high-performance WordPress hosting environment, including server setup, configuration, ongoing security updates, and proactive monitoring.

3.4.3 High Availability and Uptime - Guarantee an uptime of at least 99.95%, using appropriate architecture for redundancy and failover.

3.4.4 Security Standards - Include the following built-in security features:

- Web Application Firewall (WAF) to block common web attacks
- Malware scanning and automated removal
- SSL/TLS certificates for all sites, including support for wildcard certificates
- Regular vulnerability scanning of core, themes, and plugins
- DDoS protection with mitigation support
- IP-based blocking capabilities and support for advanced traffic filtering techniques, including JA3 fingerprinting or comparable approaches for identifying malicious traffic and bots

3.4.5 Backup and Disaster Recovery - Provide automated daily backups stored securely offsite, with the ability to restore either an individual WordPress install (not a subsite of a multisite) or an entire multisite network.

3.4.6 Development Workflow WordPress Multisite Capability - Fully supports WordPress Multisite, including performance optimization and resource allocation specific to multisite architecture.

3.4.7 The vendor will support developer-friendly workflows by providing Git-based deployment, staging environments, SSH and SFTP access, WP-CLI scripting capabilities, direct database connection access, and tools for continuous integration and deployment (CI/CD).

3.4.8 Proactive Monitoring and Alerting - Offer proactive monitoring and alerting tools, customizable to UNC's needs, to ensure prompt notification of performance or security issues.

3.4.9 Infrastructure Scalability - Demonstrate the ability to scale infrastructure seamlessly in response to traffic spikes and increased resource demand.

3.4.10 Domain Configuration - Support custom domain configurations and domain masking, allowing mapping of custom domains, subdomains, and subdirectories to hosted WordPress sites.

Vendor shall return with its offer a completed **ATTACHMENT I: Requirements Checklist**.

3.5 BUSINESS AND TECHNICAL SPECIFICATIONS

3.5.1 Self-Service Deployment - The vendor will provide tools and interfaces that enable UNC developers to independently provision, configure, and manage WordPress sites in a secure and consistent manner.

3.5.2 Real-Time Cache Management - The vendor will offer tools that allow platform administrators to manage cache behavior, including forcing content to be served from cache across all server nodes to optimize performance. The solution will also include mechanisms for immediate cache invalidation at the page or site level, particularly in emergency situations when current content must be delivered without delay.

3.5.3 Billing - The vendor must provide annual invoices itemized by line item, including site plans, features, and associated services. When needed, the vendor must also invoice departments or units separately for additional site plans or services, outside of the centralized annual invoice. This approach supports centralized oversight while allowing departments to take advantage of organizational discounts.

3.5.4 Root Cause Analysis and Platform Stability - The vendor will provide tools that support detailed root cause analysis of platform-level issues. These tools will include mechanisms to isolate and mitigate the impact of PHP or database errors, ensuring site availability and stable platform performance.

3.5.5 Media Offloading and External Storage Integration - The vendor will support media offloading to an external storage service such as Amazon S3 or an equivalent. This functionality will accommodate large media libraries and improve site performance and storage efficiency.

3.5.6 Implementation - The vendor must provide a detailed implementation plan for the proposed hosting solution. The plan must define phases, timelines, milestones, available resources, and assigned responsibilities. The vendor must describe their project management approach and explain how they will coordinate with ITS Digital Services to ensure a smooth and well-communicated transition. The plan must also define the handoff to post-migration support and explain how the vendor will maintain uninterrupted service and manage any necessary site segmentation or rearchitecture during implementation.

3.5.7 Migration Support and Rearchitecture - The vendor must provide full technical support to migrate all WordPress sites, including multisite networks and standalone installations, to the new hosting environment. The vendor must assess the current architecture and recommend improvements to increase scalability, performance, and maintainability. The vendor must handle all aspects of the migration, including DNS coordination, configuration and URL preservation, staging and production validation, and collaborative testing with ITS Digital Services. The vendor must also propose strategies for organizing sites based on usage and technical requirements.

3.5.8 Post-Migration Support - The vendor must provide support services after the migration to ensure platform stability and full functionality. The vendor must monitor system health, resolve any outstanding issues, and confirm that all sites operate as expected. The vendor must also assist ITS Digital Services with final configuration validation, troubleshooting, and performance optimization. This post-migration support must include technical assistance, access to monitoring tools, and a clear process for resolving issues to ensure a smooth transition to steady-state operations.

3.5.9 Training - The vendor must deliver training for UNC staff on the hosted solution and all associated tools. Training must cover administrative functionality, development workflows, troubleshooting processes, and any vendor-provided support or deployment tools.

4.0 COST OF VENDOR'S OFFER

4.1 OFFER COSTS

Offer price shall constitute the total cost to the University for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, administrative, and other similar fees and expenses. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Vendor shall return with its offer a completed **ATTACHMENT D – Cost Form**.

4.2 PAYMENT SCHEDULE

If applicable, Vendor shall propose its itemized payment schedule based on the content of its offer. All payments must be based upon acceptance of one or more Deliverables.

5.0 EVALUATION

5.1 SOURCE SELECTION

A trade-off method of source selection will be utilized in this procurement to allow the University to award this RFP to the Vendor providing the Best Value, while recognizing that Best Value may not result in an award to the Vendor offering the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

5.1.1 EVALUATION PROCESS

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

5.1.2 SUBSTANTIAL CONFORMITY

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

5.1.3 CLARIFICATIONS

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

5.1.4 NO UNIVERSITY OBLIGATION

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

5.2 EVALUATION CRITERIA

All Responsive Offers will be evaluated based on the following evaluation criteria (listed in order of importance):

a) Substantial Conformity to Specifications

We will evaluate how clearly and thoroughly each vendor aligns their solution with the mandatory and preferred requirements outlined in this RFP. We will assess each vendor's understanding of UNC's decentralized web environment and internal support structure. Key considerations include:

- The vendor's ability to scale from self-service sites created by students, faculty, and departments to enterprise platforms such as www.unc.edu and Alert Carolina
- The vendor's awareness of UNC's operational realities, including technical debt, media-heavy content, and complex infrastructure requirements

b) Comparative Strengths and Weaknesses

We will compare each proposal against competing offers, identifying strengths and weaknesses based on how well the vendor addresses UNC's strategic, technical, and operational needs.

c) Total Cost of Ownership

We will evaluate the total cost of ownership, including all short-term and long-term expenses. This includes implementation, licensing, support, training, hosting, and the vendor's ability to scale with future growth.

d) Implementation, Migration, and Testing Approach

We expect each vendor to clearly outline their implementation and migration strategy. Proposals must include:

- A realistic project plan for migrating legacy systems, large databases, media-rich content, and multisite networks
- Defined staging, testing, and go-live procedures
- A collaborative approach that minimizes downtime and service disruption

e) Schedule and Timeline

We will assess the proposed implementation and migration timeline for feasibility and alignment with UNC's academic and operational calendar. We will favor vendors who present clear, achievable milestones.

f) Strength and Relevance of References

We will evaluate references based on their relevance to UNC's technical and organizational environment. We will place higher value on references from institutions with decentralized web environments, experience in higher education, or large-scale WordPress infrastructure.

g) Vendor Past Performance

We will assess each vendor's history of contract fulfillment, reliability, and accountability. We may disqualify vendors or personnel with a record of poor performance, unresolved disputes, or violations of procurement policies.

h) Risks Associated with the Offer

We will evaluate potential risks, including reliance on third-party dependencies, restrictive licensing terms, and vendor financial stability. Proposals should include clear strategies to mitigate operational, contractual, and technical risks, and to ensure long-term sustainability.

i) Strategic Partnership and Proactive Consultation

We are looking for a vendor who will act as a strategic partner rather than a transactional hosting provider. We will evaluate proposals based on:

- The vendor's ability to provide proactive, data-driven performance monitoring

- Their commitment to ongoing collaboration with UNC's technical teams
- Their understanding of UNC's lean staffing model and their ability to reduce operational overhead through automation and low-friction tooling

5.3 INTERVIEWS, ORAL PRESENTATIONS, AND/OR PRODUCT DEMONSTRATIONS

After all Responsive Offers have been evaluated, the University reserves the right to invite any number of Vendors for interviews and/or to provide oral presentations / product demonstrations to the University for purposes of further evaluation (the "Finalists"). The format and evaluation criteria for interviews, oral presentations, and/or product demonstrations will be provided to the Finalists at the time of invitation, and scheduling will be done on a first come, first served basis.

5.4 BEST AND FINAL OFFER (BAFO)

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

5.5 POSSESSION AND REVIEW

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

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

6.0 VENDOR INFORMATION AND INSTRUCTIONS

6.1 GENERAL CONDITIONS OF OFFER

6.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the University's intent as specified herein. Vendors are also responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP. If a Vendor discovers an inconsistency, error or omission in this RFP, the Vendor should request a clarification from the University's contact person.

The Vendor will be responsible for investigating and recommending the most effective and efficient solution. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying Services, maintenance, warranties, value added Services or other criteria identified herein.

6.1.2 RIGHTS RESERVED

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

a) waive any formality, informality, or technicality;

b) amend the solicitation;

c) not award one or more line item(s);

d) cancel or terminate this RFP;

e) reject any or all offers received in response to this RFP;

f) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;

g) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;

h) not award, or if awarded, terminate any contract if the University determines adequate funds are not available; or

i) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.

6.1.3 SOLICITATION AMENDMENTS OR REVISIONS

Any and all amendments or revisions to this document shall be made by written addendum from the University. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

6.1.4 ORAL EXPLANATIONS

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

6.1.5 PROHIBITED COMMUNICATIONS

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

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

6.1.6 AWARDS

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

6.1.7 PROTEST PROCEDURES

Protests of awards exceeding $25,000 in value must be submitted to the University at the address given on the first page of this document. Protests must be received by the University within fifteen

(15) calendar days from the date of the RFP award and provide specific reasons and any supporting documentation for the protest. **All protests are governed by 09 NCAC 06B .1102 and other applicable law, regulations, policies and procedures.**

6.2 GENERAL INSTRUCTIONS FOR VENDOR

6.2.1 SITE VISIT OR PRE-OFFER CONFERENCE

RESERVE

6.2.2 QUESTIONS CONCERNING THE RFP

Written questions concerning this RFP will be received until October 10, 2025 3:00PM Eastern Time (the "Written Questions Deadline"). Date and time of receipt shall be as indicated on the email received by the University; late submissions will not be accepted

Vendors' questions posed orally at any pre-offer conference must be reduced to writing by the Vendor and provided to the University in accordance with this Section 6.2.2. **Oral answers are not binding on the University.**

Written questions must be submitted to the contact person listed on Page One of this RFP via email at veronica.green@unc.edu.

Please enter "Questions Solicitation RFP009262025VLG as the subject for the message. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

6.2.3 ADDENDUM TO RFP

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

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

6.2.4 COSTS RELATED TO OFFER SUBMISSION

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

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

6.2.5 ALTERNATE OFFERS

Vendor may submit alternate offers for various levels of service or products meeting the RFP specifications. If Vendor chooses to respond with various service or product offerings, each offer must be for a specific set of services and products and at specific pricing. Vendors may also provide multiple offers for software or systems coupled with various support and maintenance options, provided, however, that all offers must substantially conform to the specifications.

Alternate offers must specifically identify the RFP specification(s) and advantage(s) addressed by the alternate offer. Any alternate offer(s) must be submitted as a separate file, clearly marked "Alternate

Offer for 'name of Vendor'", and numbered sequentially with the first offer if separate offers are submitted.

Offers of alternate or non-equivalent goods and/or services must be supported by independent documentary verification that the offer substantially conforms to the goods and/or services specified in the RFP. Notwithstanding the foregoing, alternate offers may be rejected if not found to be substantially conforming at the sole discretion of the University.

6.2.6 MODIFICATIONS TO OFFER

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

6.2.7 BASIS FOR REJECTION

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

a) late offers;

b) unsigned offers;

c) the University's determination that the offer is unsatisfactory as to quantity, quality, delivery, price or service offered;

d) the Vendor's failure to comply with the intent or conditions of the solicitation document;

e) the lack of competitiveness due to collusion or due to the knowledge that reasonably available competition was not received;

f) error(s) in specifications or indication that revision(s) would be to the University's advantage;

g) cancellation of, or changes in, the intended project or other determination that the commodity or service is no longer needed;

h) limitation or lack of available funds;

i) circumstances that prevent determination of the lowest priced or highest qualified technically acceptable offer or the Best Value offer; or

j) any determination that rejection would be in the best interest of the University.

6.2.8 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

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

6.2.9 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

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

This RFP is available electronically on the eVP.

6.2.10 VENDOR INFORMATION

Vendor shall return with its offer a completed **ATTACHMENT C – Description of Offeror Form**.

6.2.11 VENDOR REFERENCES

Vendor shall return with its offer a list of references in accordance with **ATTACHMENT G – References**.

6.3 INSTRUCTIONS FOR OFFER SUBMISSION

6.3.1 GENERAL INSTRUCTIONS FOR OFFER

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

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

b) Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.

c) Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.

d) Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP.

e) Furnish all information requested; and if response spaces are provided in this RFP, the Vendor shall furnish said information in the spaces provided. Any references in an answer to another location in the RFP materials or offer shall have specific page numbers and sections stated in the reference. Further, if required elsewhere in this RFP, each Vendor must submit with its offer sketches, descriptive literature and/or complete specifications covering the products offered.

f) Only information that is received in response to this RFP will be evaluated. References to information previously submitted or available via the internet will not suffice as a response to this solicitation.

g) Any offer that does not adhere to these instructions may be rejected.

6.3.2 OFFER ORGANIZATION

Within each section of its offer, Vendor should address the items in the order in which they appear in this RFP. Forms, attachments, or exhibits, if any, provided as part of this RFP must be completed and included in the appropriate section of the offer. All discussion of offered costs, rates, or expenses must be presented in Section 4.0. Cost of Vendor's Offer.

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

a) Completed and signed Execution Page

b) Completed eVP Number form

c) Completed and signed Requirements Checklist (Attachment I)

d) Table of Contents

e) Completed Description of Offeror Form (Attachment C)

f) Vendor response to business and technical requirements (reference Section 3.4 of this RFP)

g) Vendor response to business and technical specifications (reference Section 3.5 of this RFP)

h) Completed Cost Form (Attachment D)

i) Schedule of offered solution

j) Signed Vendor Certification Form (Attachment E)

k) Completed Location of Workers Utilized by Vendor Form (Attachment F)

l) References (Attachment G)

m) Completed and signed Certification of Financial Condition Form (Attachment H)

n) Vendor Exceptions, if any (reference Section 7.3.1 of this RFP)

o) Vendor Additional Terms and Conditions, if any (reference Section 7.3.2 of this RFP)

p) Supporting material such as technical system documentation, training examples, etc.

q) Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.

6.3.3 OFFER SUBMITTAL

Due Date: November 7, 2025

Time: 12:00 PM Eastern Time

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

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

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

a) Offer was submitted *after* the due date and time (i.e., late offers);

b) Offer was *not* submitted via the eVP (e.g., offer was submitted via facsimile (FAX) machine, telephone, email, or in any hardcopy format); or

c) Offer was *not* signed on the Execution Page by an official authorized to bind the Vendor's firm.

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

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

If the Vendor's offer contains any trade secrets (as defined in Attachment B, Section 18 (c) (Protection of Vendor Trade Secrets under NC Public Records Act)), then the Vendor must provide one (1) signed, original electronic copy and one (1) redacted electronic copy.

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

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

6.3.4 PUBLIC OPENING

The name of each responding vendor will be announced at a public, virtual Zoom meeting to be held at 1:00 Eastern Time on November 7,2025 **Attendance is optional** – please use the following information to join the meeting:

Meeting Link: https://unc.zoom.us/j/95345173957

Meeting ID: 953 4517 3957

6.3.5 TABULATIONS

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

7.0 OTHER REQUIREMENTS AND SPECIAL TERMS

7.1 VENDOR UTILIZATION OF WORKERS OUTSIDE THE UNITED STATES

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

Vendor shall return with its offer a completed **ATTACHMENT F – Location of Workers Utilized by Vendor Form**.

7.2 FINANCIAL STABILITY

The Vendor shall provide evidence of financial stability by returning with its offer a completed **ATTACHMENT H – Certification of Financial Condition Form**.

7.3 VENDOR EXCEPTIONS; ADDITIONAL TERMS AND CONDITIONS

7.3.1 EXCEPTIONS

Any exceptions to the University's requirements, specifications, or terms and conditions may be presented in a separate section labeled "Vendor Exceptions". Include references to the corresponding requirements, specifications, or terms and conditions of the RFP, as applicable. Any exceptions shall be explained in detail.

Vendor shall not construe this paragraph as inviting exceptions or implying that any exception will be acceptable to the University; the University may exercise its discretion not to consider any or all proposed modifications. If Vendor materially deviates from the University's requirements, specifications, or terms and conditions, its offer may be rejected by the University. Furthermore, offers conditioned upon acceptance of Vendor exceptions may be rejected by the University.

7.3.2 ADDITIONAL TERMS AND CONDITIONS

Vendor's terms and conditions for licensing and support of Vendor's proprietary assets may be considered by the University; therefore, Vendor should present its license and/or support agreements, if any, for review and evaluation by the University. Any such terms and conditions should be presented in a separate section labeled "Vendor Terms and Conditions".

The terms and conditions of the Vendor's standard service, license, maintenance or other agreement(s) applicable to services, software and other products acquired under this RFP may apply to the extent such terms and conditions do not materially change the terms and conditions of this

RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP relating to audit and records, jurisdiction, choice of law, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in The University of North Carolina at Chapel Hill Terms and Conditions for Procurement of Information Technology Products, Software and Services herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard agreement or any other agreement. The University shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, penalties, legal fees or other similar costs.

7.3.3 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

Other than through the processes outlined in this Section 7.3, the University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's offer. This applies to any language appearing in or attached to Vendor's offer that purports to vary any terms and conditions herein, or to render the offer non-binding or subject to further negotiation. Vendor's offer shall constitute a firm offer.

7.4 RESELLERS

An offer can be made by an authorized reseller that purchased the offered items from a third party for resale or license to the University, and the proprietary and intellectual property rights associated with the items are owned by the third party ("Third Party"). The University further acknowledges that except for the payment to the reseller for the Third Party items, all of its rights and obligations with respect thereto flow from and to the Third Party. The reseller shall provide the University with copies of all documentation and warranties for the Third Party items which are provided to the reseller. The reseller shall assign all applicable Third Party warranties for Deliverables to the University. The University reserves all rights to utilize existing agreements with such Third Parties or to negotiate agreements with such Third Parties as the University deems necessary or proper to achieve the intent of this RFP.

7.5 VENDOR'S REPRESENTATIONS

7.5.1 QUALIFIED PERSONNEL

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

7.5.2 INTELLECTUAL PROPERTY

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

7.5.3 INHERENT SERVICES

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

7.5.4 VENDOR PERFORMANCE

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

7.6 PERSONNEL

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

7.7 SECURITY AND BACKGROUND CHECKS

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

7.8 DISCLOSURE OF LITIGATION

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

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

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

7.9 CRIMINAL CONVICTION

In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is (a) convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; (b) convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property,

attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; (c) convicted under State or federal antitrust statutes; or (d) convicted of any other criminal offense which in the sole discretion of the University reflects upon the Vendor's business integrity, such Vendor shall be prohibited from entering into a contract for goods or services with any department, institution or agency of the State.

7.10 ASSURANCES

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

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

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

7.11 CONFIDENTIALITY OF OFFERS

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

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

7.12 PROJECT MANAGEMENT

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

7.13 MEETINGS

The Vendor is required to meet with University personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of any resulting contract. Meetings will occur as problems arise and will be coordinated by the University. The Vendor will be given reasonable and sufficient

notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted.

7.14 RECYCLING AND SOURCE REDUCTION

It is the policy of this University to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the University those products or packaging they offer which have recycled content and that are recyclable.

ATTACHMENT A: DEFINITIONS

1) **Best Value**: The selection of a vendor based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor. The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the vendor's proposal; the vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.

2) **Deliverables**: Deliverables, as used herein, shall comprise all hardware, Vendor services, professional services, software and provided modifications to any software, and incidental materials, including but not limited to any goods, software, services, licenses, data, reports and documentation provided or created during the performance or provision of services hereunder.
3) **DGOG**: The University's Data Governance Oversight Group.
4) **eVP**: The North Carolina electronic Vendor Portal (eVP), located at https://evp.nc.gov/, is the State of North Carolina's system to connect vendors with state government organizations that purchase goods and services.
5) **Intended Awardee**: The Vendor meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described in the RFP.
6) **IPO**: The University's Institutional Privacy Office.
7) **ISO**: The University's Information Security Office.
8) **PCI**: Payment card industry.
9) **Responsive Offer**: An offer that (a) was submitted in accordance with Section 6.3.3 (Offer Submittal), and (b) meets the requirements outlined in Section 3.3 (Business and Technical Requirements) of this RFP.
10) **Sensitive Information**: Information that is protected against unwarranted disclosure
11) **Vendor**: Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.

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

1. DEFINITIONS. As used herein,

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

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

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

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

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

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

(g) "Software" means any software licensed or provided by Vendor to University in accordance with the Solicitation Document and/or Purchase Order(s), as applicable.

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

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

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

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

2. PAYMENT TERMS.

(a) *Terms*. All invoices shall be submitted to the University electronically via the Vendor Invoice Submission Page (VISP), which is located at https://vendor.itsapps.unc.edu/visp/vendor, unless otherwise instructed on the face of the Purchase Order. Payment terms are net thirty (30) days after the University's receipt of a correct invoice or acceptance of the Products and Services, whichever is later. For Software purchases, the total license fee and the support and/or maintenance fee (provided the University subscribes or purchases such services) for the first year shall be invoiced upon delivery of the Software. The Software support and/or maintenance fee for subsequent Contract years, if any, will be invoiced annually sixty (60) days prior to the anniversary date beginning each subsequent year.

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

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

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

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

5. STANDARDS.

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

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

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

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

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

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

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

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

of the Vendor under this Agreement.

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

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

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

11. INSURANCE COVERAGE.

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

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

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

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

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

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

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

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

15. DEFAULT; TERMINATION FOR CAUSE.

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

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

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

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

17. CONFIDENTIALITY; CARE OF INFORMATION.

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

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

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

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

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

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

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

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

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

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

19. AMENDMENTS/CONTRACT AUTHORIZATION.

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

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

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

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

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

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

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

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

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

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

budgeted in the Project Budget Plan and as actually incurred.

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

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

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

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

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

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

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

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

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

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

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

38. SOFTWARE AVAILABILITY GUARANTEE.

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

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

Software Access during Applicable Month (excluding Scheduled Maintenance and Events of Force Majeure)	Credit for such month
Greater than or equal to 99.99%	0%
Less than 99.99% but greater than or equal to 98%	20%
Less than 98% but greater than or equal to 97%	29%
Less than 97% but greater than or equal to 96%	38%
Less than 96% but greater than or equal to 95%	47%
Less than 95% but greater than or equal to 94%	56%
Less than 94% but greater than or equal to 93%	65%
Less than 93% but greater than or equal to 92%	74%
Less than 92% but greater than or equal to 91%	83%
Less than 91% but greater than or equal to 90%	92%
Less than 90%	100%

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

39. HOSTING FACILITY.

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

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

40. BACKUP AND RETRIEVAL. Vendor will perform incremental back-ups daily and full backups weekly. Vendor utilizes a secondary site for purposes of disaster recovery. Vendor's client systems are replicated to the secondary site. In the event the primary production site becomes inaccessible, Vendor will commence a recovery utilizing the secondary site within four (4) hours. Full data backup media will be encrypted and stored off-site in a secured vault. Offsite storage of back up media shall take place at least weekly.

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

42. TRANSITION SERVICES; DESTRUCTION OF UNIVERSITY DATA.

(a) *Transition Services*. Upon the expiration or termination of the Agreement for any reason, the University shall have the right, upon its request, to receive from Vendor for up to six (6) months all services reasonably necessary to effectuate an orderly transition to a successor vendor, including assistance in transferring University Data to an industry-standard or other format requested by the University. Any fees charged by Vendor for such services should be at reasonable, fair market rates.

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

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

(a) *License Grant*. Vendor grants to the University a non-exclusive, worldwide license to use the Software. This license shall be perpetual, unless terminated as provided herein. Such license permits University to: (i) use the Software in object code format; (ii) use the Documentation; (iii) transfer and operate the Software on a different operating system and/or on different hardware; (iv) install and make copies of the Software for testing,

disaster recovery, disaster recovery testing, backup, training and education, development and archival purposes; (v) reproduce and/or incorporate all or any portion of the Documentation into University-developed training and education materials; and (vi) upon receipt of Vendor's prior written approval, such approval not to be unreasonably withheld, modify and adapt the Software to interface and/or integrate the Software with third-party software products.

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

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

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

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

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

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

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

(e) *Support and Maintenance Fees.* Increases in Vendor's annual support and maintenance fees shall not exceed three percent (3%) over the support and maintenance fees for the previous year. In no event shall the support and maintenance fee rate paid by University exceed Vendor's then-current support and maintenance rate charged to any of its similarly-situated customers. If the University fails to pay or chooses not to pay for support and maintenance services for the Software, the University may continue to use the Software pursuant to the license granted hereunder, but will not be entitled to receive routine support and maintenance services for such Software.

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

Deposit Materials under this section shall terminate upon the termination or cure of the Release Condition.

46. PROTECTION AGAINST SOFTWARE MIGRATION. If within five (5) years of the effective date of this Agreement, Vendor ceases providing support and maintenance for the Software and begins marketing a successor software product to the Software, then Vendor shall provide University with an option to purchase the successor software with credits equal to the one hundred percent (100%) of all fees paid by University to Vendor for the Software and Vendor shall provide software implementation services to University at a discounted rate of forty percent (40%) off Vendor's then applicable services rates.

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

48. WARRANTY TERMS.

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

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

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

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

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

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

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

49. ACCESS TO PERSONS AND RECORDS. During the relevant period required for retention of records by State law (N.C. Gen. Stat. §§ 121-5 and 132-1 et seq.), the State Auditor, the University's internal auditors, and the Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, as provided in N.C. Gen. Stat. § 143-49(9), § 147-64.7. However, if any audit, litigation, or other

action arising out of or related in any way to this Agreement is commenced before the end of the retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

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

ATTACHMENT C: DESCRIPTION OF OFFEROR FORM

Provide the information about the offeror.

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

HISTORICALLY UNDERUTILIZED BUSINESSES

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

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

Respond to the questions below.

1. Is Vendor a Historically Underutilized Business? ☐ Yes ☐ No

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

   If so, state HUB classification:

   _____

ATTACHMENT D: COST FORM

The Vendor must list, itemize, and describe all applicable offer costs which may include the following:

This form gathers pricing proposals for hosting services to support the University of North Carolina at Chapel Hill's WordPress web infrastructure. It outlines the current scale and technical needs across both multisite and standalone WordPress networks. We expect vendors to provide total cost estimates based on these metrics and to explain any assumptions or service limitations related to their pricing.

SUMMARY OF CURRENT HOSTING METRICS

Metric	Value	Notes / Context
Total Number of Sites	5 multisites / 5 standalone = 5,369 total sites	Includes student, departmental, and enterprise websites
WordPress Multisite Networks	web.unc.edu (1123), sites.unc.edu (412), tarheels.live (3309), www.med.unc.edu (520), unc-ds-sb	Includes sub domain, custom domains, and directory-based domains unc-ds-sb (additional plan used for testing and/or new multisite)
WordPress Standalone Sites	www.unc.edu, Alert Carolina, Kenan-Flagler, Exec Dev, research.unc.edu	Single WordPress Installs
Estimated Monthly Page Views Fastly & Pantheon Dashboard metrics	101,677,444	Across all networks and sites
Average Daily Visitors	97,529	Across all networks and sites
Total Media Library Size	1.71 TB	Combined across all sites
Largest Individual Sites	19.6 GB kenan-flagler.unc.edu 16.69 GB sites.unc.edu	Standalone site with high media use and largest site on multisite
Estimated Annual Data Transfer	288,639.26 GB	Across all networks and sites
Average WordPress DB Size (Multisite)	736.74 MB	Larger for core multisites
Expected Peak Traffic	155,291 a day	Start of semester, emergency events
Custom Domains	360+	All configurations
SSL Management	Wildcard domains required, Automatic renewal	Let's Encrypt or commercial SSL support expected
Support for S3/External Media Offloading	Yes	Preferred
Security Features Required	Firewall, Malware Scanning, WAF	Essential
Developer Access Needs	Yes	SSH, WP-CLI, Database access, and Git integration required

VENDOR COST RESPONSE

Provide your proposed pricing and describe each cost element below. You may attach supporting documentation or spreadsheets as needed.

- Hosting and Infrastructure Fees
- Implementation, Migration, and Transition Costs
- Support Services (Customer and Technical – training and onboarding)
- Security and Monitoring Services
- Scalability and Usage-Based Pricing
- Availability and Uptime Guarantees
- Optional Services or Add-ons (AGCDN, WAF, etc)

SUMMARY OF CURRENT HOSTING METRICS

This table presents current hosting demands across UNC-Chapel Hill's WordPress environments to help vendors estimate costs for infrastructure, support, and migration.

Site or Network & Number of Sites	Type	Fastly Monthly Page Views	Fastly Daily Visitors	Media Library Size (GB)	Database Size (MB)	Uptime
Web.unc.edu - 1123	Multisite	10915046	88654	392.8 GB	1024 MB	99.99
Sites.unc.edu - 412	Multisite	34185394	478907	680 GB	1126 MB	99.99
Tarheels.live - 3309	Multisite	1143486	30102	199.7 GB	245.6 MB	99.95
www.med.unc.edu - 520	Multisite	33870170	71149	382 GB	930.9 MB	99.99
Additional Multisite (unc-ds-sb)	Multisite	0	0	0	0	99.95
www.unc.edu	Standalone	6300348	42279	382 GB	930.9 MB	99.99
alertcarolina.unc.edu	Standalone	8288120	56859	6.1 MB	23.9 MB	99.99
kenan-flagler.unc.edu	Standalone	4798000	99644	23.9 MB	119.1 MB	99.99
executive-dev.unc.edu	Standalone	1603000	4205	1.5 GB	5.4 MB	99.95
research.unc.edu	Standalone	573880	5958	12.8 GB	28.1 MB	99.99

**** The largest WordPress database contains 72,399 tables and is part of the tarheels.live multisite network.***

ATTACHMENT E: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

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

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

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

2) CONFLICT OF INTEREST

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

3) E-VERIFY

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

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

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

_____
Vendor Name

_____ _____
Signature Date

_____ _____
Printed Name Title

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR FORM

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

a) The location of work to be performed by the Vendor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Vendor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.

b) Any Vendor or subcontractor providing support or maintenance services for software, or call or contact center services shall disclose the location from which the services are being provided upon request.

Will Vendor perform any work outside of the United States? ☐ YES ☐ NO

ATTACHMENT G: REFERENCES

REFERENCES:

The Vendor shall provide three (3) references of customers currently utilizing the proposed solution, fully implemented within the last three (3) years in a setting similar to this RFP's scope of work. References within higher education whose business processes and data needs are similar to those of the University in terms of functionality, complexity, and transaction volume are encouraged.

For each reference, the Vendor shall provide the following information:

a. Customer name
b. Customer address
c. Current telephone number of a customer employee most familiar with the proposed solution
d. Customer email address
e. Time period over which each proposed solution implementation was completed
f. Brief summary of the proposed solution implementation
g. List of proposed solution products installed and operational
h. Number of vendor or technical staff supporting, maintaining and managing the proposed solution
i. Number of end users supported by the proposed solution
j. Number of sites supported by the proposed solution

ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION FORM

Name of Vendor: _____

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

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

Date of latest audit: _____

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

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

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

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

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

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

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

Signature Date

Printed Name Title

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

ATTACHMENT I: REQUIREMENTS CHECKLIST

1. Are you able to provide a Voluntary Product Accessibility Template (VPAT), or acceptable alternative, that details the solution's accessibility compliance?

   o Yes o No

2. Enterprise grade WordPress hosting infrastructure – Are you able to deliver a fully managed WordPress hosting environment, including server setup, configuration, ongoing security maintenance, and proactive monitoring?

   o Yes o No

3. High Availability and Uptime – Are you able to guarantee an uptime of at least 99.95%, using appropriate architecture for redundancy and failover?

   o Yes o No

4. Security Standards -Does your solution Include the following built-in security features:

   - Web Application Firewall (WAF) to block common web attacks
   - Malware scanning and automated removal
   - SSL/TLS certificates for all sites, including support for wildcard certificates
   - Regular vulnerability scanning of core, themes, and plugins
   - DDoS protection with mitigation support
   - IP-based blocking capabilities and support for advanced traffic filtering techniques, including JA3 fingerprinting or comparable approaches for identifying malicious traffic and bots

   o Yes o No

5. Backup and Disaster Recovery – Are you able to Provide automated daily backups stored securely offsite, with the ability to restore either an individual WordPress install (not a subsite of a multisite) or an entire multisite network?

   o Yes o No

6. Development Workflow WordPress Multisite Capability – Does your solution fully support WordPress Multisite, including performance optimization and resource allocation specific to multisite architecture?

   o Yes o No

7. Are you able to support developer-friendly workflows by providing Git-based deployment, staging environments, SSH and SFTP access, WP-CLI scripting capabilities, direct database connection access, and tools for continuous integration and deployment (CI/CD)?

   o Yes o No

8. Proactive Monitoring and Alerting – Does your solution offer proactive monitoring and alerting tools, customizable to UNC's needs, to ensure prompt notification of performance or security issues?

   o Yes o No

9. Infrastructure Scalability -Does your solution demonstrate the ability to scale infrastructure seamlessly in response to traffic spikes and increased resource demand?

   o Yes o No

10. Domain Configuration – Does your solution support custom domain configurations and domain masking, allowing mapping of custom domains, subdomains, and subdirectories to hosted WordPress sites?

    o Yes o No

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

_____
Vendor Name

_____ _____
Signature Date

_____ _____
Printed Name Title

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