



STATE OF NORTH CAROLINA

Appalachian State University

Request for Proposal #: RFP55-071725

Threat and Vulnerability (TVM) Software Solution

Date Issued: July 17, 2025

Proposal Opening Date: August 8, 2025

At 2 PM EDT

Direct all inquiries concerning this RFP to:

Lori Brown

Purchasing Specialist / Buyer

Email: brownlg2@appstate.edu

PH: 828-262-8130



STATE OF NORTH CAROLINA

Request for Proposal

55-071725

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA
Appalachian State University

Refer <u>ALL</u> Inquiries regarding this RFP to: Lori Brown, Purchasing Specialist/Buyer brownlg2@appstate.edu 828-262-8130	Request for Proposal # RFP55-071725
	Proposals will be publicly opened: August 08, 2025
Using Agency:	Commodity No. and Description: Threat and Vulnerability (TVM) Software Solution
Requisition No.:	

EXECUTION

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

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

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

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

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

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

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of Appalachian State University)

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM	5
2.0	GENERAL INFORMATION	5
2.1	REQUEST FOR PROPOSAL DOCUMENT	5
2.2	E-PROCUREMENT FEE	5
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	5
2.4	RFP SCHEDULE	6
2.5	PROPOSAL QUESTIONS	6
2.7	PROPOSAL SUBMITTAL	6
2.8	PROPOSAL CONTENTS	7
2.9	ALTERNATE PROPOSALS	8
2.10	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS	8
3.1	METHOD OF AWARD	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	8
3.3	PROPOSAL EVALUATION PROCESS	9
3.4	EVALUATION CRITERIA	9
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	10
3.6	INTERPRETATION OF TERMS AND PHRASES	10
4.0	REQUIREMENTS	10
4.1	FINANCIAL PROPOSAL	10
4.2	TRANSPORTATION AND IDENTIFICATION	11
4.3	FINANCIAL STABILITY	11
4.5	VENDOR EXPERIENCE	11
4.6	REFERENCES	11
4.7	BACKGROUND CHECKS	12
4.8	PERSONNEL	12
4.9	VENDOR REPRESENTATIONS	12
4.10	AGENCY INSURANCE REQUIREMENTS MODIFICATION	12
5.0	PRODUCT SPECIFICATIONS AND SCOPE OF WORK	13
5.1	Revised Proposal:	13
5.2	PROJECT ORGANIZATION	13
5.3	TECHNICAL APPROACH	13
5.4	SOFTWARE FUNCTIONALITY	14
6.0	CONTRACT ADMINISTRATION	14
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE	14
6.2	POST AWARD PROJECT REVIEW MEETINGS	15
6.3	CONTINUOUS IMPROVEMENT	15
6.4	RESERVED	15
6.5	ACCEPTANCE OF WORK	15
6.6	INVOICES	15
6.7	DISPUTE RESOLUTION	15
6.8	CONTRACT CHANGES	16

7.0 ATTACHMENTS.....17

ATTACHMENT A: FINANCIAL PROPOSAL17

ATTACHMENT B: INSTRUCTIONS TO VENDORS.....17

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS17

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION17

ATTACHMENT E: CUSTOMER REFERENCE FORM17

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR17

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION17

ATTACHMENT H: VENDOR SELF ASSESSMENT17

1.0 PURPOSE AND BACKGROUND

Appalachian State University, established in 1899, has grown into a comprehensive university within the University of North Carolina system. It is organized into the following colleges: College of Arts and Sciences; Walker College of Business; Reich College of Education; College of Fine and Applied Arts; Beaver College of Health Sciences; Hayes School of Music; and the College of Graduate Studies. The university offers a wide range of degree programs at the undergraduate, graduate, and doctoral levels, along with various graduate certificate programs.

Enrollment is approximately 20,000, with a significant portion of students pursuing graduate degrees. The university is expected to continue growing in the foreseeable future.

The purpose of this Request for Proposal (RFP) is to solicit proposals for a comprehensive Threat and Vulnerability Management (TVM) software solution to support the cybersecurity needs of the entire campus.

The intent of this solicitation is to award an agency contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one year (1) year, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to four (4) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: NC E-Procurement does NOT apply to this solicitation and the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions does NOT apply.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions or issues, regarding any component within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or

Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO) . Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	Thursday, July 17, 2025
Submit Written Questions	Vendor	Tuesday, July 29, 2025 by 3:00 PM EDT
Provide Responses to Questions	State	Friday, August 01, 2025
Submit Proposals	Vendor	Friday, August 08, 2025 by 2:00 PM EDT
Contract Award	State	TBD

2.5 PROPOSAL QUESTIONS

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

Written questions shall be e-mailed to brownlg2@appstate.edu by the date and time specified above. Vendors will enter "RFP # 55-071725 Questions" as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

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

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Attempts to submit a proposal via mail, courier, facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.

This will be a One-Step proposal process:

Vendor's proposal may contain both the Technical and Financial Proposal (ATTACHMENT A) submitted for evaluation in a single file.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding on this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

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

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: FINANCIAL PROPOSAL
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H:
- l) Completed and signed version of ATTACHMENT I:

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal for 'name of Vendor'". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS..

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

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

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

3.4 EVALUATION CRITERIA

- 1) Technical Aspects 50%
 - A. Vendor self-assessment
 - B. Vendor technical questionnaire
- 2) Integration capabilities Functional Aspects 10%
 - A. Implementation plan
 - B. Project schedule
- 3) Vendor Background/References 10%
 - A. Financial stability of company
 - B. Experience with higher education clients
- 4) Financial Proposal 20%
 - A. Costs as compared to other proposals received
- 5) Product Support 10%
 - A. Easy access to escalate support/support engineers
 - B. Established SLAs

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 FINANCIAL PROPOSAL

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees.

Financial Proposal shall include:

- A. Summary Sheet:
 1. Total cost for the proposed system
 2. On-site installation and training program costs
 3. Summation of year two through year three and subsequent 1-year term costs, including anticipated costs of upgrades
- B. Detailed Breakdown of the Proposed System:
 1. Annual licenses and/or fees
 2. One-time implementation fees
 3. Hardware (peripheral devices, etc.)
 4. Support costs and support tier options (including list of differences)
 5. Professional service tiers for implementation or customization
 6. Software and hardware training
 7. Optional items (provide unit pricing unless otherwise indicated)
 8. Estimated 3rd party integration fees
 9. Estimated travel expenses
- C. Base System and Mandatory Requirements:

1. The base system price must include all modifications required to meet the mandatory requirements outlined in this RFP. Any additional costs for these modifications must be clearly specified.
- D. Optional Requirements (Labeled Should Have (S) and Could Have (C) in the Vendor Self-Assessment, Attachment I:
1. Vendors must provide a detailed breakdown of any additional costs associated with optional requirements that are not included in the base system price.
- E. Cost Assumptions and Conditions:
1. Vendors must specify any assumptions or conditions that impact their pricing, including but not limited to volume discounts, payment terms, and service level agreements.

Complete ATTACHMENT A: FINANCIAL PROPOSAL and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total proposal price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.3 FINANCIAL STABILITY

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

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

4.4.1 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

4.7 BACKGROUND CHECKS

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

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing

Ver: 04/2024 11

Proposal Number: 55-022825 Vendor: _____

business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

4.9 VENDOR REPRESENTATIONS

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

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK

5.1 Revised Proposal:

The purpose of this request for Proposal (RFP) is to solicit proposals for a comprehensive Threat and Vulnerability Management (TVM) software solution to support the cybersecurity needs of the entire campus.

At present, the campus does not have a centralized Threat and Vulnerability Management capability. This lack of unified oversight has resulted in limited visibility into potential security risks and inconsistent approaches to threat detection and remediation across departments. The goal of this RFP is to identify and implement a robust, campus-wide TVM solution that can establish a proactive and coordinated approach to managing cybersecurity threats and vulnerabilities.

5.2 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. The proposed implementation plan shall be a high-level, anticipated plan and estimated schedule for full implementation. All proposed project phases should be presented with their respective timing and resource requirements from both the vendor and Appalachian State University. If phasing alternatives are available, such as with a proof-of-concept-first approach, please identify your recommendation for such options and the associated timing. Respondents are asked to provide information about their ability to 1) implement the functionality of the solution; and 2) the availability of vendor resources to begin performing the work efforts of the implementation within two (2) weeks of contract award. A sample project schedule shall include a project Gantt chart showing major milestones and dates along with the staffing requirements from both the vendor and Appalachian State University.

5.3 TECHNICAL APPROACH

Vendors shall include an overview of the proposed technical architecture, a description of the solution's technical characteristics, and information on the solution's technical deployment. If software other than that provided by the respondent is required, please provide information on the needed version and configuration dependencies; include a list of all software compatible with this tool. Please indicate hosting options (only cloud-based solutions are being considered). The Vendor Self-Assessment, Attachment I, provides all technical requirements, features, and preferences to be assessed for the electronic health records solution. In order to be considered responsive, this attachment must be completed and provided as part of the Vendor's proposal.

The following requirement categories are used:

- **M - Must Have:** Requirements labeled as Must have are critical to the current delivery time box in order for it to be a success.
- **S - Should Have:** Requirements labeled as Should have are important but not necessary for delivery in the current delivery time box.
- **C - Could Have:** Requirements labeled as Could have are desirable but not necessary and could improve user experience or customer satisfaction for little development cost.

Respondents are required to self-assess how their proposed solution meets or does not meet the requirements:

- **Full:** The requirement is met through out-of-the-box (OOB) functionality (configurations or set-ups only, no custom programming).
- **Partial:** The requirement can be met with some custom development.
- **Does Not Meet:** The requirement is not supported.

PLEASE NOTE: Proposals without a completed Vendor Self-Assessment will not be considered for award. All vendors must also complete the Prospective Vendor Technical Questionnaire that is included as Attachment J.

5.4 SOFTWARE FUNCTIONALITY

The proposal shall include a detailed and comprehensive presentation and demonstration of the software solution's functionality including the ability for Appalachian State University employees to have access to the demo site for three days. Along with the completed Vendor Self-Assessment, Attachment I, and Prospective Vendor Technical Questionnaire, Attachment J, the proposal should present a clear sense of the solution functionality and characteristics, its applicability and adaptability to the Appalachian State University environment, and its features to support ease-of-use. It should be evident how the proposed solution addresses each requirement and which requirements (if any) the solution either does not address or requires custom development to address. This section may also include any innovations or other helpful information that could enhance the successful use of the solution, even if such details are not mentioned or required in Attachment I, or elsewhere in the RFP.

Vendors shall provide a detailed list of APIs your solution offers, including functionalities and versions. Please ensure comprehensive API documentation is available, including request and response formats, authentication methods, and error codes. If you offer pre-built connectors or tools for integration with common platforms (e.g., Salesforce, SAP), please specify which ones are available. An outline of the process for developing custom integrations to connect your solution with our specific systems shall be provided. Clear and detailed information regarding your integration options will expedite the evaluation process.

Priority will be given to solutions that offer:

- Seamless API Integration: Well-documented and secure APIs for efficient and reliable data exchange.
- Reduced Development Costs: Minimized need for custom development through readily available connectors or APIs.
- Flexibility: Ability to integrate with our existing systems and infrastructure.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	

Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet weekly with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 RESERVED

6.5 ACCEPTANCE OF WORK

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

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

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

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.7 DISPUTE RESOLUTION

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

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If

Proposal Number: RFP55-071725

Vendor: _____

a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

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

Proposal Number 55-071725 Vendor _____

The remainder of this page is intentionally left blank

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: FINANCIAL PROPOSAL

Provide all costs associated with this RFP and label as 'ATTACHMENT A.'

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://www.doa.nc.gov/pc-customer-reference-template-attachment-e-pdf/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

ATTACHMENT H: VENDOR SELF ASSESSMENT

Attached

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

Must Have Requirements

Requirement Question	Vendor Response
Does your solution support network-based scans for asset discovery and inventory?	
Does your solution support scheduled and on-demand vulnerability scanning?	
Does it support both agent-based and agentless scanning?	
Does your solution prioritize vulnerabilities using CVSS or threat intelligence?	
Does your solution support scanning of cloud environments (AWS, Azure, GCP, hybrid)?	
Are dashboards customizable by user role (executive, technical, compliance)?	
Are pre-built and customizable reports available?	
What export formats are supported (PDF, CSV, JSON, API)?	
Is the solution on the PCI-DSS ASV list?	
Are CIS compliance templates included?	
Does your solution support role-based access control (RBAC)?	
Does it support SAML authentication?	
If product requires local authentication (e.g., admin accounts), does it support MFA?	
Can your solution scale to support 1000+ assets?	
Is data encrypted in transit?	
Is secure API access and audit logging supported?	
Is 24/7 technical support available?	
Are regular updates and vulnerability signature feeds provided?	
Is a dedicated customer success manager assigned?	

Should Have Requirements

Requirement Question	Vendor Response
Does your solution automatically discover and inventory all asset types (on-premises, cloud, containers, mobile, etc.)?	
Are authenticated and unauthenticated scans supported?	
Is there coverage for OS, applications, databases, and network devices?	
Does your solution monitor known CVE databases and alert?	
Does it integrate with threat intelligence feeds?	
Can it integrate with ticketing systems (e.g., Jira)?	
Does it support SLA tracking and remediation reporting?	
Does your solution integrate with SIEM tools (e.g., Splunk)?	
Does your solution inventory cloud environments?	
Are templates for NIST, ISO 27001, HIPAA, and GDPR included?	
Is your solution compliant with data protection regulations (e.g., GDPR, CCPA)?	
Are high availability and disaster recovery options included?	

Could Have Requirements

Requirement Question	Vendor Response
Does your solution include web application scanning?	
Does it support container scanning (e.g., Kubernetes, Docker)?	
Are automated or guided remediation workflows available?	
Does your solution support bidirectional closing of tickets?	
Is data encrypted at rest?	