

|                                                                                                                                                                |                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| <b>THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL</b><br><br>3500 Administrative Office Building<br>104 Airport Drive<br>Chapel Hill, NC 27599                | Request for Proposals (RFP) No.:<br><b>20241220TCM_CLM</b>    |
|                                                                                                                                                                | Title: UNC Chapel Hill Contract Lifecycle Management Solution |
| <b>Refer <u>ALL</u> inquiries regarding this RFP to:</b><br>Name: Troy C. Morse<br>Title: Director of Purchasing Services<br>Email Address: troy.morse@unc.edu | Issue Date: 20 December 2024                                  |
|                                                                                                                                                                | Due Date and Time: 13 February 2024 2:00PM                    |

**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 an Offer as defined in 09 NCAC 06A .0102 (12).

**EXECUTION PAGE**

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

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

|                                       |                   |                   |
|---------------------------------------|-------------------|-------------------|
| 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 ninety (90) days from date of offer opening unless otherwise stated here: **160** 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 as detailed herein. A copy of this acceptance will be forwarded to the awarded Vendor(s).

|                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>FOR UNIVERSITY USE ONLY</u></b></p> <p>Offer accepted and contract awarded this date _____, by _____<br/>         (Authorized representative of University).</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

## Request for Proposals No.: 20241220TCM\_CLM

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

# TABLE OF CONTENTS

|      |                                                                                     |    |
|------|-------------------------------------------------------------------------------------|----|
| 1.0  | Anticipated Procurement Schedule .....                                              | 4  |
| 2.0  | Purpose of RFP .....                                                                | 4  |
| 2.1  | Introduction .....                                                                  | 4  |
| 2.2  | RFP Document .....                                                                  | 4  |
| 2.3  | Interpretation of Terms and Phrases .....                                           | 4  |
| 2.4  | Contract Term .....                                                                 | 4  |
| 2.5  | Contract Type .....                                                                 | 5  |
| 2.6  | UNC Affiliates .....                                                                | 5  |
| 2.7  | Agency Background .....                                                             | 5  |
| 2.8  | Problem Statement .....                                                             | 6  |
| 3.0  | Scope of Work, Requirements, Specifications, Technical Proposal, and security ..... | 6  |
| 3.1  | Scope of Work .....                                                                 | 6  |
| 3.2  | Requirements and Specifications .....                                               | 8  |
| 3.3  | Security Requirements .....                                                         | 9  |
| 3.4  | Requirements .....                                                                  | 9  |
| 3.5  | Technical Proposal .....                                                            | 10 |
| 3.6  | Implementation Plan .....                                                           | 12 |
| 4.0  | References and Experience: See Attachment H .....                                   | 13 |
| 5.0  | Pricing and Payment Schedule .....                                                  | 13 |
| 5.1  | Offeror Pricing .....                                                               | 13 |
| 6.0  | Evaluation .....                                                                    | 13 |
| 6.1  | Source Selection .....                                                              | 13 |
| 6.2  | Evaluation Criteria .....                                                           | 14 |
| 6.3  | Interviews, Oral Presentations, and/or Product Demonstrations .....                 | 14 |
| 6.4  | Best and Final Offer (BAFO) .....                                                   | 14 |
| 6.5  | Possession and Review .....                                                         | 14 |
| 7.0  | Vendor Information and Instructions .....                                           | 14 |
| 7.1  | General Conditions of Offer .....                                                   | 14 |
| 7.2  | General Instructions for Offerors .....                                             | 16 |
| 7.3  | Instructions for Offer Submission .....                                             | 18 |
| 8.0  | Other Requirements and Special Terms .....                                          | 20 |
| 8.1  | Vendor Utilization of Workers Outside the United States .....                       | 20 |
| 8.2  | Financial Stability .....                                                           | 20 |
| 8.3  | Offeror Exceptions; Licensing and Proprietary Assets Terms and Conditions .....     | 20 |
| 8.4  | Resellers. [RESERVED] .....                                                         | 21 |
| 8.5  | Vendor's Representations .....                                                      | 21 |
| 8.6  | Personnel .....                                                                     | 21 |
| 8.7  | Security and Background Checks .....                                                | 21 |
| 8.8  | Disclosure of Litigation .....                                                      | 21 |
| 8.9  | Criminal Conviction .....                                                           | 22 |
| 8.10 | Assurances .....                                                                    | 22 |

|                                                                                                                      |                                     |    |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------|----|
| 8.11                                                                                                                 | Confidentiality of Offers .....     | 23 |
| 8.12                                                                                                                 | Project Management .....            | 23 |
| 8.13                                                                                                                 | Meetings .....                      | 23 |
| 8.14                                                                                                                 | Recycling and Source Reduction..... | 23 |
| Attachment A: Acronyms and Definitions .....                                                                         |                                     | 24 |
| Attachment B: The University of North Carolina at Chapel Hill Information Technology (IT) Terms and Conditions ..... |                                     | 26 |
| Attachment C: Description of Offeror Form .....                                                                      |                                     | 36 |
| Attachment D: Historically Underutilized Businesses.....                                                             |                                     | 37 |
| Attachment E: Pricing .....                                                                                          |                                     | 39 |
| Attachment F: Vendor Certification Form .....                                                                        |                                     | 40 |
| Attachment G: Certification of Location of Workers Utilized by Vendor Form.....                                      |                                     | 41 |
| Attachment H: References .....                                                                                       |                                     | 42 |
| Attachment I: Certification of Financial Condition Form .....                                                        |                                     | 43 |
| Attachment J: Requirements Checklist.....                                                                            |                                     | 44 |
| Attachment K: Technical Proposal Checklist.....                                                                      |                                     | 45 |
| Attachment L: University Data Privacy and Security Addendum .....                                                    |                                     | 48 |
| Attachment M: Disclosure of Litigation .....                                                                         |                                     | 56 |
| Attachment N: Offeror Exceptions; Licensing and Proprietary Assets Terms and Conditions .....                        |                                     | 57 |

|                    |            |                                                                                                          |
|--------------------|------------|----------------------------------------------------------------------------------------------------------|
| Public Bid Opening | University | 13 Feb 2025, 3:00PM<br><a href="https://unc.zoom.us/j/93965686801">https://unc.zoom.us/j/93965686801</a> |
|--------------------|------------|----------------------------------------------------------------------------------------------------------|

## 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     | 20 Dec 2024                   |
| Written Questions Deadline                                       | Vendors        | 10 Jan 2025, 5:00 PM          |
| University’s Response to Written Questions / RFP Addendum Issued | University     | 17 Jan 2025, 5:00 PM          |
| Offer Deadline                                                   | Vendors        | 13 Feb 2025, 2:00PM           |
| 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-CH” or the “University”) issues this Request for Proposals (“RFP”) for the purpose of soliciting offers for a commercial-off-the-shelf (“COTS”) Contract Lifecycle Management software (“CLM”) to be used by select campus units. The goal is to manage contract storage and more efficiently and effectively process contractual needs and requirements from initiation through negotiations, to approvals, execution, obligations, compliance, renewals, and conclusion. It is anticipated the system will allow for a minimum of such activities as: creating contracts, editing contracts, tracking revisions, utilizing pre-established templates and clauses, utilizing vendor-provided standard contracts, contract review, re-routing, approval, storage of contracts, retrieval, amending, retention, and other features to enhance the management of contracts through their lives including pre-award (for example procurement planning, solicitation planning, issuing solicitation, and compliance with solicitation); evaluation and award; and post-award including contract administration, management, and closeout.

### 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 Offerors 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 be effective on the date the University executes in the space indicated (“FOR UNIVERSITY USE ONLY”) above (“Effective Date”). Beginning on the Effective Date or as otherwise stated in the Notice of Award, the contract shall continue for three (3) year(s) unless terminated earlier in accordance with the executed contract (“Initial Term”). After the Initial Term, the University may, in

its sole discretion, renew the Contract for 5 additional one-year periods (each a “Renewal Term”). The Initial Term and the Renewal Terms may be referred to as the “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.

## **2.6 UNC AFFILIATES**

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

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 UNC Affiliate or Vendor, in which case the resulting contract shall be between the UNC Affiliate and Vendor. UNC Affiliates 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 UNC Affiliate because 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 UNC Affiliate, and (b) will not be considered in default of the contract due to the acts or omissions of any UNC Affiliate, no matter the circumstances.

Affiliated University of North Carolina System institutions include the following:

1. Appalachian State University
2. East Carolina University
3. Elizabeth City State University
4. Fayetteville State University
5. North Carolina Agricultural and Technical State University
6. North Carolina Central University
7. North Carolina School of Science and Mathematics
8. North Carolina State University
9. University of North Carolina at Asheville
10. University of North Carolina at Charlotte
11. University of North Carolina at Greensboro
12. University of North Carolina at Pembroke
13. University of North Carolina at Wilmington
14. University of North Carolina School of the Arts
15. University of North Carolina System Office
16. Western Carolina University
17. Winston-Salem State University

## **2.7 AGENCY BACKGROUND**

The University of North Carolina at Chapel Hill is a public research university, chartered in 1789, making it one of the oldest public universities in the United States. It is the flagship school and one of 16 universities in the University of North Carolina System. The University is a global higher education leader known for innovative teaching, research, and public service. With over 12,000 employees and 31,000 students, UNC-CH’s main campus is located in Chapel Hill, North Carolina.

## 2.8 PROBLEM STATEMENT

The University is seeking a CLM to improve its contracting processes and workflows. The University is seeking a solution that provides visibility into the University's contracts through a central repository to store existing contracts and associated metadata, as well as house new and in-process contracts. The solution must allow users to filter and sort by various metadata, apply Boolean keyword searches, export reports, and create and save views. A solution is needed that allows users to draft contracts in the software, save contracts drafted outside of the software, track versions of a contract, automatically OCR contracts when uploaded, and apply certain tags or categories to contracts. The University desires to leverage automation in all stages of the contract lifecycle (i.e., pre-award, award and evaluation, all aspects of post-award, and closeout). The University's contract review process requires a solution that allows multiple users, some of whom may be external to the University, to simultaneously view, edit, and comment on a contract. Lastly, the solution must assist in the contract review process by incorporating AI to assess a contract's potential risk, flag items for review, and suggest contract edits when language deviates from the University's library of standard clauses and language.

This RFP is issued under the assumption that providers of CLM products are experts in this industry and will review the University's current processes and provide appropriate recommendations and solutions to meet the University's needs.

## 3.0 SCOPE OF WORK, REQUIREMENTS, SPECIFICATIONS, TECHNICAL PROPOSAL, AND SECURITY

### 3.1 SCOPE OF WORK

#### 3.1.1 INTRODUCTION

This Scope of Work (SOW) outlines the requirements and deliverables for the implementation of a Contract Lifecycle Management (CLM) tool to streamline, automate, and improve the efficiency of the contract management process across multiple departments of the University. The tool will be utilized to manage contracts from creation through expiration or renewal, providing a centralized platform for contract storage, approval workflows, compliance tracking, reporting, and analytics. It will provide appropriate metadata to allow for work-flow identification and prioritization, contract administration, and a searchable database of contracts available to all University departments.

#### 3.1.2 OBJECTIVE. Implement a CLM tool that enables efficient:

- A. Contract Creation and Authoring: Automating templates, clause libraries, and customizable workflows.
- B. Contract Approval and Negotiation: Simplifying approval processes, reducing cycle times, and facilitating collaboration.
- C. Contract Execution and Storage: Digitizing signature workflows and ensuring secure, centralized storage.
- D. Compliance Tracking and Monitoring: Ensuring compliance with internal policies and external regulations.
- E. Reporting and Analytics: Providing insights into contract performance, obligations, and risks.

#### 3.1.3 DELIVERABLES. The Vendor will deliver all of the following:

- A. CLM Tool Configuration
  - 1) Configuration of the CLM system, including:
    - a) Contract Template creation (Multiple)

- b) Clause libraries.
  - c) Workflow automation.
  - d) User roles and permissions.
  - e) Integration with existing systems (ERP, CRM, etc.).
- B. System Integration and Data Migration
    - 1) Migrate data from existing University systems.
    - 2) Integrate the CLM tool with or into relevant systems (e.g., Peoplesoft ERP).
    - 3) Set up all required or requested API connections for seamless data exchange.
  - C. Contract Creation and Workflow Automation
    - 1) Develop and customize contract creation workflows, templates, and clause libraries.
    - 2) Implement automated approval routing, notifications, and escalations.
    - 3) Configure collaboration tools for contract negotiation (e.g., commenting, version tracking).
  - D. Contract Execution and E-signature
    - 1) Enable electronic signature functionality.
    - 2) Secure contract storage in a centralized repository.
    - 3) Integrate audit trails and version history for accountability.
  - E. Compliance and Risk Management
    - 1) Configure alert systems for key milestones (renewals, expirations, compliance deadlines).
    - 2) Set up tracking of contract obligations and milestones.
    - 3) Develop compliance and other dashboards for real-time monitoring.
  - F. Reporting and Analytics
    - 1) Configure reports and dashboards for contract performance tracking.
    - 2) Program KPIs to monitor the effectiveness of contract lifecycle management.
    - 3) Generate custom reports on contract compliance, value, and risks.
  - G. Contract Searchability and Display
    - 1) Identify data elements necessary to allow searchability of contracts to assure:
      - a) Users can see department specific contracts by department ID in accordance with security and user roles.
      - b) Users can restrict access to specific contracts and/or departments in accordance with security and user roles.
      - c) Users can search for contracts by various categories (e.g., commodity, type of contract, supplier name, category of good or service, etc.).
  - H. Training and Support
    - 1) User training for relevant stakeholders (contract managers, legal team, procurement, etc.).
    - 2) Document workflows, guidelines, and best practices.
    - 3) Provide ongoing technical support and troubleshooting post-implementation.

### **3.1.4 PROJECT PHASES**

#### Phase 1: Requirements Gathering

- A. Review current contract management processes.
- B. Define business requirements and pain points.
- C. Identify key stakeholders and assign roles.
- D. Develop a detailed requirements document, including functional and technical specifications.

#### Phase 2: CLM Tool Configuration

- A. Configure the CLM tool to meet business requirements.
- B. Design workflows, user access controls, and system architecture.

#### Phase 3: Data Integration and Migration

- A. Identify systems from which data needs to be migrated (e.g., legacy contract management system).
- B. Map out data migration strategy (cleaning, validation, mapping).
- C. Integrate the CLM tool with other business systems (CRM, ERP, etc.).

#### Phase 4: Implementation and Testing

- A. Set up CLM tool in the test environment.
- B. Conduct system integration tests, user acceptance testing (UAT), and ensure that workflows are functioning as expected.
- C. Perform a review of data migration results to confirm accuracy.
- D. Validate the implementation with key stakeholders before going live.

#### Phase 5: Deployment and Go-Live

- A. Deploy the CLM system to production.
- B. Provide training for end-users.
- C. Transition to full usage and monitor system performance post-launch.

#### Phase 6: Post-Go-Live Support and Optimization

- A. Provide a support and maintenance period to address any technical issues.
- B. Gather user feedback and optimize the system as needed.
- C. Monitor contract management metrics and assess system usage.

### **3.1.5 SUCCESS CRITERIA**

The success of the CLM tool implementation will be measured based on the following criteria:

- A. Timely delivery of all project milestones, which will be determined by the University;
- B. Successful integration with existing systems;
- C. User adoption and satisfaction with the system;
- D. Reduced cycle time for contract creation, approval, and execution; and
- E. Ability to track the University's compliance and reporting requirements.

## **3.2 REQUIREMENTS AND SPECIFICATIONS**

### **3.2.1 REQUIREMENTS**

Requirement means a function, feature, or performance that the system must provide, or a condition that an offeror must meet, in the University's sole discretion, in order for offeror's bid to be evaluated.

### **3.2.2 SPECIFICATIONS**

Specification means 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. Offeror 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**

Requirements and Specifications ensure that the solution operates properly and efficiently within the site and system environment. Any alterations or modifications 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**

As Confidential Information and Personal Information are in scope, before a contract can be awarded, an Intended Awardee must comply with **ATTACHMENT L: UNIVERSITY DATA PRIVACY AND SECURITY REQUIREMENTS** and, at the University's sole discretion, may be asked to provide or participate in one, more than one, or all of the following:

- A. Current SOC 2 Type II report (or a comparable third-party assessment), complete a questionnaire provided by the University, and submit accompanying documentation at any time upon request by the University;
- B. Comply with accessibility standards to ensure that it can be used by users or non-users with disabilities, which may include Offeror's Voluntary Product Accessibility Template (VPAT) that details the solution's accessibility compliance.
- C. Pass an ISO risk assessment and maintain a passing status upon re-review;
- D. Pass a Data Governance ("DGOG") review;
- E. Pass an IPO review; and
- F. Execute any required document(s) (e.g., Data Use Agreement, Business Associate Agreement).

If an Intended Awardee cannot meet one or more of the Security Requirements, the University reserves the right, in its sole discretion, to take any action available to it, including but not limited to rejecting any offer, terminating any resulting contract and selecting another Offeror; canceling the solicitation and rebidding it; canceling the solicitation and negotiating with a known source of supply; and canceling the solicitation without taking further action.

## **3.4 REQUIREMENTS**

The Offeror's solution must meet the following Requirements. Failure to meet all of the Requirements will result in disqualification of Offeror's proposal:

- 3.4.1** Partition data so units do not have access to the data of other units. Some users will need access to multiple or all data subsets, so user permissions must be structured accordingly.
- 3.4.2** Manage access based on user roles and responsibilities to ensure that only authorized users can access confidential documents or documents with regulated information.
- 3.4.3** Confirm Offeror's proposed solution is a configurable, commercial, off-the-shelf solution.

**3.4.4** Have a third-party security certification or attestation (e.g., SOC Type 2 or ISO 27001 report).

**3.4.5** Manage contracts from pre-award through closeout.

Offeror shall return with its offer a completed **ATTACHMENT J: REQUIREMENTS CHECKLIST**.

### **3.5 TECHNICAL PROPOSAL**

**3.5.1 Contract Authoring** (3-page limit): does the proposed solution:

- A. Possess a template-based, agreement creation wizard?
- B. Support different template structures for different contract types?
- C. Support self-service contract request and record creation?
- D. Attach documents (in all formats, including but not limited to Word, Excel, Adobe, and PowerPoint) to the contract record?
- E. Allow administrators or other users to create custom workflows?

**3.5.2 Contract Negotiation** (5-page limit): describe the proposed solution:

- A. Allow users to make edits to the contract within the platform?
- B. Allow users to make edits to the contract within the Microsoft Word desktop application and the Microsoft Word 365 cloud?
- C. Track redlines during contract review?
- D. Compare versions generated during contract negotiations to identify deviations?
- E. Include the ability for alternate language to be inserted from a clause library and automatically redlined?
- F. Accept or reject redlines and comments by internal and external users?
- G. Allow users to customize dashboard to prioritize their contract queue?
- H. Maintain a full audit trail of activity (contract access, views, versions, communication, approvals)?

**3.5.3 Contract Approval** (3-page limit): Does the proposed solution:

- A. Allow users to create custom approval rules configurable by contract type, template, metadata, or product type?
- B. Allow approvers to be manually added to and removed from the approval chain?
- C. Allow users to easily view or update document status (draft, approved, out for signature, fully signed)?
- D. Allow users to configure triggers and escalation notifications (example: expiry in 30 days so system sends an email)?

**3.5.4 Contract Signature** (3-page limit): Does the proposed solution:

- A. Allow users to send signature requests directly from the proposed solution?
- B. Integrate with DocuSign and/or other electronic signature solutions?

**3.5.5 Contract Collaboration** (5-page limit): Does the proposed solution:

- A. Allow counterparties to view documents sent from the proposed solution?
- B. Allow users to send an email to a counterparty directly from the proposed solution, with a contract draft either linked or attached?
- C. Differentiate between internal and external comments?
- D. Allow users to upload third-party contract documents?

**3.5.6 Document Repository** (10-page limit): Does the proposed solution:

- A. Provide a centralized, electronic storage and backup of all contracts in an accessible manner from pre-award to contract closeout?
- B. Automatically upload executed documents to a central repository without manual intervention?
- C. Allow users to view obligations within contracts?
- D. Allow users to create and save views at the individual user and user group level?
- E. Allow users to search within a document for phrases (i.e., full-text search)?
- F. Allow users to conduct Boolean searches within a document?
- G. Allow users to conduct searches on a variety of metadata?
- H. Allow users to save custom metadata for individual documents?
- I. Allow users to group and link contracts?
- J. Allow users to migrate contracts, metadata, and supporting documentation from the University's current contract repository?
- K. Allow users to upload contracts in bulk?
- L. Allow users to upload a variety of filetypes?
- M. Leverage AI/ML capabilities to tag and extract clauses/metadata from the uploaded documents?
- N. Include document retention and destruction capabilities?

**3.5.7 Reporting** (3-page limit): Does the proposed solution:

- A. Report on contracts and associated metrics by type, category, commodity, parties, suppliers, etc., including all data fields in the contract record?
- B. Allow users to customize reports?
- C. Allow users to schedule recurring timed reports for distribution to multiple recipients?
- D. Allow users to export reports in CSV, Excel, Word, PDF, and other formats?
- E. Display a full contract history (e.g., all renewals and extensions, original award date, change of names, mergers, acquisitions, and novations, etc.)?
- F. Track end-to-end contract execution timeline?
- G. Display graphic dashboards of reportable data?

**3.5.8 Integration** (5-page limit): Does the proposed solution:

- A. Integrate with Microsoft Outlook?
- B. Detect relevant emails and save those communications and/or attachments in a matter file?
- C. Integrate with other Microsoft products such as SharePoint and OneDrive?
- D. Integrate with ERP systems to allocate spend to contract?

**3.5.9 Artificial Intelligence** (5-page limit): Does the proposed solution:

- A. Leverage AI?
- B. Leverage AI to assist with contract review?
- C. Create its own AI?
- D. Leverage AI from a third-party company?
- E. Leverage AI to enable document classification?
- F. Allow users to leverage AI to analyze clauses?
- G. Leverage AI for legacy contract import?
- H. Leverage any kind of OCR technology to make ingested documents searchable?
- I. Support OCR functionality for languages other than English?

**3.5.10 User Management and Usability** (3-page limit): Does the proposed solution:

- A. Allow for the creation of multiple levels of access (e.g., user groups, user roles, etc.) to manage user access to contracts?
- B. Provide the ability for multiple departments/units to have a secure document repository that is only viewable by users with the appropriate permissions?

- C. Allow users to view who is assigned to each step in a workflow and reassign people if needed?
- D. Allow administrators to configure and update workflows without technical resources (code/scripts)?
- E. Allow access from mobile devices (smartphone, tablet, laptop)?
- F. Allow users to mass re-assign or transfer contracts from one user to another user?

**3.5.11 Security** (5-page limit): Does the proposed solution:

- A. Offer a hosted cloud environment?
- B. Segregate data for each customer?
- C. Have an Uptime Service Level Agreement (SLA) and is the Offeror able to share the current average?
- D. Offer authentication criteria for the application to include multi-factor authentication? The University utilizes SAM2-SSO authentication and prefers SP-initiated.
- E. Provide multiple authentication methods to authenticate and confirm signer identity
- F. Offer a discount or refund to the University if SLAs are not met?
- G. Offer backups for disaster recovery/RPO/RTO?
- H. Have a defined incident management plan for handling security incidents?
- I. Provide activity tracking that allows you to detect threats?
- J. Have available reports related to penetration tests conducted by a third-party?
- K. Have a method to securely transfer data (e.g., secure FTP, HTTPS, etc.)?
- L. Have the ability to interface with other applications to include ERPs?
- M. Deploy new releases on a regular basis?
- N. Test new releases?
- O. Charge additional fees for new releases outside of the original contracted price?
- P. Notify customers of new releases?

Offeror must return with its offer a completed **ATTACHMENT K: Technical Proposal Checklist**. Offerors must email Troy Morse at troy.morse@unc.edu to obtain **ATTACHMENT K** in an Excel format. In addition to **ATTACHMENT K**, and for each of 3.5.1 (Contract Authoring) through 3.5.11 (Security), inclusively, Offeror must provide a written response to each of the questions posed, complying with the page limits noted. Written responses must be created in a Microsoft Word document, font size 12 with 1" margins all the way around (top, bottom, left, and right).

## 3.6 IMPLEMENTATION PLAN

**3.6.1** Describe Offeror's approach to successfully accomplishing each phase detailed in Section 3.1.4 (10-page limit).

**3.6.2 Implementation and Training and Support** (10-page limit): Does the proposed solution:

- A. Have an internal team to implement the proposed solution, or if external, manage all third-party contractors involved in the implementation of the proposed solution?
- B. Review current procedures and make recommendations on best practices (e.g., workflows, reports, trigger notifications, etc.)?
- C. Assist administrators with implementation tasks (e.g., creating workflows, templates, clause libraries, document creation wizards, etc.) and, if so, for how long?
- D. Provide training to administrators and users on how to use the platform?
- E. Provide access to a sandbox environment before, during, and/or after implementation?
- F. Provide ongoing support resources (e.g., online training, support documentation available on-demand, email or telephone helpline, vendor contact, etc.)?

For each of Implementation Plan questions posed in this Section 3.6, Offeror must provide a written response, complying with the page limit noted. Written responses must be created in a Microsoft Word document, font size 12 with 1" margins all the way around (top, bottom, left, and right).

## **4.0 REFERENCES AND EXPERIENCE: SEE ATTACHMENT H**

## **5.0 PRICING AND PAYMENT SCHEDULE**

### **5.1 OFFEROR PRICING**

Offeror's price shall constitute the total cost to the University during the Term (the 3-year Initial Term and all 5, optional Renewal Terms) for complete performance in accordance with the RFP, including all applicable charges for implementation, one-time costs, recurring costs, and any other applicable fees and expenses. Offeror must return its pricing on **ATTACHMENT E – PRICING**. Offerors must provide pricing for the Initial Term and each Renewal Term. The University, in its sole discretion, may refuse to evaluate Offeror's bid if pricing is not submitted on the required ATTACHMENT E or if the instructions to **ATTACHMENT E** are not followed. **ATTACHMENT E** may be obtained by e-mailing Mr. Troy Morse at [troy.morse@unc.edu](mailto:troy.morse@unc.edu).

The Offeror must propose its itemized payment schedule with ATTACHMENT E; provided however, that payment before Services or Deliverables are performed or provided is not accepted.

## **6.0 EVALUATION**

### **6.1 SOURCE SELECTION**

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

#### **6.1.1 EVALUATION PROCESS**

University employees will review all offers. All offers will be initially classified as 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 the stated evaluation criteria.

#### **6.1.2 SUBSTANTIAL CONFORMITY**

To be eligible for consideration, Vendor's offer must substantially conform to the Specifications. An 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.

#### **6.1.3 CLARIFICATIONS**

The evaluation committee may request clarifications from or open communications with any or all Offerors as allowed by 09 NCAC 06B .0307. However, the University may refuse to accept, in part or in full, the response to a clarification request given by any Offeror. Offerors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect its most favorable terms. Offerors should be prepared to send qualified personnel to Chapel Hill, North Carolina to discuss technical and contractual aspects of the offer.

#### **6.1.4 NO UNIVERSITY OBLIGATION**

Offerors 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.

### **6.2 EVALUATION CRITERIA**

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

- 1) Technical Proposal**
- 2) Implementation Plan**
- 3) Experience and References**
- 4) Pricing**

### **6.3 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 for interviews, oral presentations, and/or product demonstrations will be provided to the Finalists at the time of invitation and scheduling. Oral presentations, product demonstrations, and interviews will be held on-site in Chapel Hill, North Carolina, and all costs are at the Offeror's expense. The University will not reimburse any Offeror for travel or other expenses, and this travel should not be included in the Offeror's pricing.

### **6.4 BEST AND FINAL OFFER (BAFO)**

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

### **6.5 POSSESSION AND REVIEW**

**During the evaluation period and prior to award, possession of the offers and accompanying information is strictly limited to specific personnel, as identified by the issuing agency, and to the committee responsible for participating in the evaluation. Offerors who attempt to gain this privileged information or any other information regarding the evaluation or to influence the evaluation, in the University's sole and unfettered discretion, will be in violation of purchasing rules and its offer will be disqualified from further consideration.**

After award of contract the complete bid file will be available to interested persons in accordance with all applicable law, regulation, and rule.

**In addition to the electronic proposal detailed herein, one (1) electronic, e-mailed copy of Offeror's redacted proposal in accordance with Chapter 132 of the General Statutes, Public Records, marked CLM RFP - OFFEROR NAME – Redacted. For the purposes of this RFP, redaction means to edit a document by obscuring or removing information that is considered confidential and/or proprietary by Offeror and Offeror has a good faith basis that the redacted information complies with N.C.G.S. 132-1.2 et seq. If Offeror's response does not contain Confidential Information, Offeror must submit a signed statement to that effect as CLM RFP - OFFEROR NAME – Redacted.**

**In accordance with North Carolina Administrative Code, pricing is not confidential.**

## **7.0 VENDOR INFORMATION AND INSTRUCTIONS**

### **7.1 GENERAL CONDITIONS OF OFFER**

#### **7.1.1 VENDOR RESPONSIBILITY**

It shall be the Offeror'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. Offerors are also responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP. If an Offeror discovers an inconsistency, error or omission in this RFP, the Offeror should request a clarification from the University's contact person.

The Offeror is responsible for investigating and recommending its 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 its ability that the solution can meet the University's needs for the Term of any resulting contract.

While the University intends to award a contract pursuant to 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 responses to this solicitation demonstrate a lack of competition, negotiate directly with one or more Offerors;
- 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.

#### **7.1.2 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.

#### **7.1.3 ORAL EXPLANATIONS**

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

#### **7.1.4 PROHIBITED COMMUNICATIONS**

As provided for in the North Carolina Administrative Code (NCAC), including but not limited to 09 NCAC 06B .0103, all information and documentation whether electronic, written or verbal relative to the development of a contractual document for a proposed procurement or contract shall be deemed confidential in nature. In accordance with these and other applicable rules and statutes, such materials shall remain confidential until the award of a contract or until the need for the procurement no longer exists. Any attempt to gain this privileged information, or to influence the evaluation process (e.g. assist in or interfere with the evaluation) will be in violation of purchasing rules, and the offer will not be further evaluated or considered.

Each Offeror submitting a proposal (including its representatives, subcontractors, and suppliers or other pilot partners or 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, department secretary, agency head, members of the General Assembly and Governor’s office), or private entity, if the communication refers to the content of Offeror’s proposal or qualifications, the content of another Offerors proposal, another Offeror’s qualifications or ability to perform the 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 proposal and/or the award of the contract. Contractor 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. An Offeror’s proposal may be disqualified if its subcontractors, agents, or suppliers engage in any of the foregoing communications during the time that the procurement is active (i.e., from the issuance date of the procurement until the date of the Contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the Contract Award (after submission) are excepted from this provision.

**7.1.5 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.

**7.1.6 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 the legal basis, specific reasons, and any supporting documentation for the protest. Protests are governed by 09 NCAC 06B .1102.

**7.2 GENERAL INSTRUCTIONS FOR OFFERORS**

**7.2.1 QUESTIONS CONCERNING THE RFP**

Written questions concerning this RFP will be received until **10 January 2024 at 5:00PM** Eastern Time (the “Written Questions Deadline”).

**The University is not bound to answer any or all questions posed by Offerors.**

Written questions must be submitted to the contact person listed on Page One of this RFP via email at [troy.morse@unc.edu](mailto:troy.morse@unc.edu). Please enter “Questions Solicitation 20241220TCM\_CLM” as the subject for the message. Questions should be submitted in the following format:

| REFERENCE                   | VENDOR QUESTION |
|-----------------------------|-----------------|
| RFP Section,<br>Page Number |                 |

**7.2.2 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 Offerors 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.

**7.2.3 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 Offeror. The University is not liable for any expense incurred by any Offeror at any time, present or future, in the preparation or presentation of its offer.

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.

#### **7.2.4 ALTERNATE OFFERS**

All offers must comply with the RFP; alternate offers **will not be considered or evaluated**.

#### **7.2.5 MODIFICATIONS TO OFFER**

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

#### **7.2.6 BASIS FOR REJECTION**

Pursuant to 09 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.

#### **7.2.7 VENDOR REGISTRATION WITH THE SECRETARY OF STATE**

Offerors 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, registration is required. Registration can be completed at the following website: [https://www.sosnc.gov/Guides/launching\\_a\\_business](https://www.sosnc.gov/Guides/launching_a_business).

#### **7.2.8 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.

#### **7.2.9 VENDOR INFORMATION**

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

## 7.3 INSTRUCTIONS FOR OFFER SUBMISSION

### 7.3.1 GENERAL INSTRUCTIONS FOR OFFERORS

Offerors must adhere to the following general instructions in order to bring clarity and order to the offer and subsequent evaluation process:

- A. Organize and clearly label the offer in the exact order in which the sections are presented in the Offer Organization section. Each page must be numbered. The offer must contain a table of contents, which cross-references the corresponding RFP section and the specific page of the response in the Offeror's offer.
- B. Provide complete and comprehensive responses with an 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 and may be non-responsive.
- 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 Offeror's organization, personnel, and experience that substantiates its qualifications and capabilities to provide a solution in accordance with this RFP.
- E. Furnish all information requested; and if response spaces are provided in this RFP, the Offeror 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 Offeror may submit with its offer sketches, descriptive literature and/or complete specifications if responsive to the RFP.
- F. Only information that is received in response to this RFP will be evaluated. References to information previously submitted or available via the internet or links to any site will not be reviewed or considered as a response to this RFP.
- G. Any offer that does not adhere to the instructions in the RFP may be rejected, in the University's sole discretion.

### 7.3.2 OFFER ORGANIZATION

Within each section of its offer, Offeror 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 costs, rates, or expenses must be included with the **PRICING ATTACHMENT**.

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

- A. Offeror's Table of Contents
- B. **Completed and signed** Execution Page
- C. **Completed** eVP Number form
- D. **Completed and signed** Requirements Checklist (Attachment J)
- E. **Completed and signed** Technical Proposal Checklist (Attachment K), including responses to all questions (Technical Proposal)
- F. Implementation Plan (Section 3.6) with responses to all questions
- G. **Response** to References (Attachment H)
- H. Pricing (Section 5 and Attachment E)
- I. **Completed** Description of Offeror Form (Attachment C)

- J. **Completed** Historically Underutilized Businesses Form (Attachment D)
- K. **Signed** Vendor Certification Form (Attachment F)
- L. **Completed** Certification of Location of Workers Utilized by Vendor Form (Attachment G)
- M. **Completed and signed** Certification of Financial Condition Form (Attachment I)
- N. University Data Privacy and Security Addendum (Attachment L)
- O. **Responsive** Disclosure of Litigation (Attachment M)
- P. **Responsive** Offeror Exceptions; Licensing and Proprietary Assets Terms And Conditions (Attachment N)

### 7.3.3 OFFER SUBMITTAL

Due Date: **13 February**

Time: **2:00PM 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 Offeror's sole responsibility to upload their signed offer to the eVP by the specified due date and time. Offeror solely bears all risk for late electronic submission for any reason, including but not limited to internet issues, network issues, local power outages, or application issues.

**In addition to any other language in this RFP related to responsiveness, rejection, or disqualification, offers will be deemed non-responsive and will be rejected if any of the following are true:**

- A. Offer is electronically received by the University *after* the due date and time (i.e., late offers), regardless of the time it left Offeror;
- 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 Offeror's firm.

Unless otherwise instructed in the RFP, all file names must start with the Offeror's name first, in order to easily determine all the files to be included as part of the Offeror's response. For example, files must be named as follows: Offeror 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 Offeror's files may result in the Offeror's offer being rejected.

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

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

## **8.0 OTHER REQUIREMENTS AND SPECIAL TERMS**

### **8.1 VENDOR UTILIZATION OF WORKERS OUTSIDE THE UNITED STATES**

In accordance with N.C.G.S. § 143B-1361(b), the Offeror 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.

Offeror must return with its offer a completed **ATTACHMENT G – Location of Workers Utilized by Vendor Form**.

### **8.2 FINANCIAL STABILITY**

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

### **8.3 OFFEROR EXCEPTIONS; LICENSING AND PROPRIETARY ASSETS TERMS AND CONDITIONS**

#### **8.3.1 EXCEPTIONS**

Any exceptions to the University's requirements, specifications, or terms and conditions may be presented in **ATTACHMENT N: OFFEROR EXCEPTIONS**. Include references to the terms and conditions of the RFP, as applicable. Any exceptions must be explained in detail and alternate language clearly provided.

Offeror 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 Offeror 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 Offeror exceptions may be rejected by the University.

For the avoidance of doubt, Offerors may not strike the University's terms and conditions and insert its terms and conditions, either in part or in full. Further, the University will not view or consider terms and conditions provided via any website or link.

#### **8.3.2 LICENSING AND PROPRIETARY ASSETS TERMS AND CONDITIONS**

Offeror's terms and conditions for licensing and support of Offeror's proprietary assets may be considered by the University; therefore, Offeror 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 "Offeror Licensing and Proprietary Assets Terms and Conditions".

The terms and conditions of the Offeror'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 Offeror'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 Offeror'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.**

#### **8.3.2 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 Offeror's offer. This applies to any language appearing in or attached to Offeror's offer that purports to vary any

terms and conditions herein, or to render the offer non-binding or subject to further negotiation. Offeror's offer shall constitute a firm offer.

#### **8.4 RESELLERS. [RESERVED]**

### **8.5 VENDOR'S REPRESENTATIONS**

#### **8.5.1 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.

#### **8.5.2 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.

#### **8.5.3 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.

#### **8.5.4 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.

### **8.6 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.

### **8.7 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.

### **8.8 DISCLOSURE OF LITIGATION**

**8.8.1** The Offeror shall detail in **ATTACHMENT M: DISCLOSURE OF LITIGATION** if it, or any of its Affiliates or subcontractors, or their respective officers, directors, or key personnel who may provide Services under any resulting contract 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.

- 8.8.2** The Offeror shall additionally detail in **ATTACHMENT M: DISCLOSURE OF LITIGATION**, of any civil litigation, arbitration, proceeding, or judgments against it or any of its Affiliates or 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) Products or Services similar to those provided under the 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 any of its Affiliates or subcontractors shall be disclosed to the University to the extent that they affect the financial solvency and integrity of the Vendor or any of its Affiliates or subcontractors.
- 8.8.3** These are ongoing obligations of the Vendor during the term of any resulting contract pursuant to this RFP, and all notices under this Disclosure of Litigation provision 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 Affiliates or subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the University.
- 8.8.4** A Vendor's failure to comply with this DISCLOSURE OF LITIGATION section during the term of any resulting contract shall be a material breach, and the University may, in its sole discretion, terminate any resulting contract and seek all remedies available to it under the resulting contract, at law, or in equity.

## **8.9 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 may be prohibited from entering into a contract for goods or services with any department, institution or agency of the State in accordance with all applicable law.

## **8.10 ASSURANCES**

In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to the University pursuant to this Section 7, 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 under and comply with the Contract, 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,

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 under and comply with the Contract, 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.

## **8.11 CONFIDENTIALITY OF OFFERS**

All offers and any other RFP responses shall be made public as required by the NC Public Records Act and N.C.G.S. 143B-1350. Offerors 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 Offeror shall be protected by the Offeror from unauthorized use and disclosure. The Offeror 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 Offeror without restriction, (3) information independently developed or acquired by the Offeror or its personnel without reliance in any way on otherwise protected information of the University. Notwithstanding the foregoing restrictions, the Offeror 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.

## **8.12 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.

## **8.13 MEETINGS**

The Vendor is required to meet with the University's personnel or designated representatives, to resolve technical or contractual questions, issues, or problems that may occur during the Term of the Contract. Meetings will occur as needs arise and will be coordinated by the University. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations.

## **8.14 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: ACRONYMS AND DEFINITIONS

- 1) **“Affiliate(s)”** means a corporation, company, or other entity, foreign or domestic, that controls or is controlled by or is under common control with a Party. “Control” means the ownership or control, whether directly or indirectly, of more than fifty percent (50%) of the outstanding shares or securities of an entity (representing the right to vote for the election of directors or other managing authority), or otherwise has the power to control, whether directly or indirectly, the management of such entity.
- 2) **“Artificial Intelligence”** or **“AI”** means any software, program, or machine-based systems that generate outputs, predictions, content, recommendations, or decisions using any large language model, foundation model, machine learning, or natural language processing, and includes any definition provided by applicable law.
- 3) **“Best Value”** retains the definition in 09 NCAC 06A .0102(2).
- 4) **“Contract”** means all of the following documents, which govern the Parties and are incorporated by reference (i) the University Information Technology Terms and Conditions; (ii) amendments to the Contract in reverse chronological order; (iii) all University-signed Purchase Orders during the Term of the Contract; (iv) all addenda, clarifications, negotiation documents, and BAFO, with Vendor responses, as applicable, related to the RFP evaluation and award; (v) RFP; and (vi) the Vendor’s proposal, submitted in response to the RFP, including pricing.
- 5) **“Deliverables”** means, without limitation, all Documentation, data, reports, upgrades, and modifications related to any Software, and materials provided or created during the performance or provision of Services.
- 6) **“DGOG”** means the University’s Data Governance Oversight Group or similar body, as determined by the University.
- 7) **“Documentation”** means the user manuals and guides to operations issued by Vendor from time-to-time for the Software and Services.
- 8) **“eVP”** means the North Carolina electronic Vendor Portal (eVP), located at <https://evp.nc.gov/>, which is the State of North Carolina's system to connect vendors with state government organizations that purchase goods and services.
- 9) **“Intended Awardee”** means the Offeror the University intends to award a contract in accordance with the results of the University’s Best Value evaluation of this RFP.
- 10) **“IPO”** means the University’s Institutional Privacy Office.
- 11) **“ISO”** means the University’s Information Security Office.
- 12) **“Offeror”** means an entity submitting a bid in response to the RFP.
- 13) **“Parties”** means the University and the Vendor (each, individually, a “Party”).
- 14) **“PCI”** means the Payment Card Industry.
- 15) **“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.
- 16) **“Purchase Order”** means the document used and signed 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.
- 17) **“Responsive Offer”** means an Offeror’s response, submitted in accordance with the RFP, in the University’s sole discretion.

- 18) **“Services”** means all services to be performed by Vendor for University under this Contract, inclusive of all Software, Products, Deliverables, and Documentation.
- 19) **“Software”** means any software licensed or provided by Vendor to University in accordance with the Solicitation Document and/or Purchase Order(s), as applicable.
- 20) **“Solicitation Document”** or **“RFP”** means the University’s Request For Proposal for a Contract Lifecycle Management solution.
- 21) **“State”** means the State of North Carolina.
- 22) **“University”** means The University of North Carolina at Chapel Hill and its successors and assigns
- 23) **“Vendor”** means the successful entity awarded a contract under the RFP.

## **ATTACHMENT B: THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL INFORMATION TECHNOLOGY (IT) TERMS AND CONDITIONS**

**1. DEFINITIONS.** Unless defined in this Attachment B, capitalized terms will retain the definition as set forth in the Contract.

### **2. PAYMENT TERMS.**

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

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

(c) (The University does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties, or attorney's fees. This Contract will not be construed as an agreement by the University to pay such costs and will be paid only as ordered by a court of competent jurisdiction.)

**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 Contract. 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 Contract, 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 Contract 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 Contract.

**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 Contract.

**8. ASSIGNMENT.** This Contract 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 Contract 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 Contract. 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 Contract or purchased by it for this Contract 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 Contract 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 Contract. 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 Contract. 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 Contract.

(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 Contract. 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 Regulated 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 Contract 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 Contract 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 Contract. 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 Contract.

**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 Contract.

**13. INDEMNIFICATION.** Vendor shall indemnify 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 Contract 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 Contract. Vendor shall indemnify 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 Contract at any time by giving ninety (90) days prior notice in writing to the Vendor. In the event the Contract is terminated for the convenience of the University, the University will pay for all documented Services performed and Products delivered in conformance with the Contract up to the date of termination.

**15. DEFAULT; TERMINATION FOR CAUSE.**

(a) If either Party fails to meet any material requirement of this Contract, 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 Contract for cause and pursue any rights or remedies provided by law or under this Contract.

(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.

**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, reports, and Personal Information (as that

term is defined in ATTACHMENT L) that is (i) given to Vendor by the University, or (ii) prepared or assembled by the Vendor under this Contract; or (iii) accessed by Vendor in order to provide the Services under this Contract shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University (collectively, "Confidential Information").

(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 Regulated Information.* In addition to Confidential Information, Vendor shall safeguard and protect Regulated Information of the University in accordance with all applicable laws and regulations and consistent with ISO/IEC 27000 series information security best practices. "Regulated Information" means any, but not limited to, the following: "Personal Information" as defined in the North Carolina Identity Theft Protection Act, 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. Regulated Information must be restricted by Vendor to those with a legitimate business need for access to such information. For purposes of illustration, Regulated 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 Regulated 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 Contract, 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 Contract. 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 Contract.

(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 Contract 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; ORDER OF PRECEDENCE.** This Contract is effective as of the date the University countersigns the Solicitation Document (“Effective Date”). In the event of a conflict, the order of precedence is as follows with (i) having the highest precedence and (vi) the lowest: (i) fully executed amendments to the Contract in reverse chronological order; (ii) the University Information Technology Terms and Conditions; (iii) all University-signed Purchase Orders during the Term of the Contract; (iv) all addenda, clarifications, negotiation documents, and BAFO, with Vendor responses, as applicable, related to the RFP evaluation and award; (v) the RFP; and (vi) the Vendor’s proposal, submitted in response to the RFP, including pricing.

**19. AMENDMENTS/CONTRACT AUTHORIZATION.**

(a) This Contract 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) Any changes made to this Contract 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 Software or Services 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 Contract or the name, logo, images or trademarks of the University of North Carolina at Chapel Hill for any reason 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. NONSOLICITATION.** The University rejects and disaffirms any non-solicitation provision or other similar term contained in any material related to the Contract that would require that the Parties refrain from recruiting or hiring the employees of the other Party.

**24. NOTICES.** Any notices required under this Contract 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 personal delivery or by commercial courier with tracking services.

**25. 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.

**26. GOVERNING LAW AND VENUE.** This Contract 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 Contract, the exclusive venue for any judicial action or proceeding arising out of or relating to this Contract shall be the state or federal courts located in Orange County, North Carolina.

**27. SEVERABILITY.** In the event that a court of competent jurisdiction holds that a provision or requirement of

this Contract 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 Contract 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.

**28. 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.

**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 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 Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the 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 Contract 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 Contract. 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 Deliverables is not described in the Solicitation Documents or a Purchase Order, 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 Contract and may pursue any rights and

remedies available to University.

**34. UNANTICIPATED TASKS.** In the event that additional 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 quotation to be submitted to the University. Quotations accepted by the University will be memorialized in an amendment and signed by authorized representatives of the Parties.

**35. 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. The University does not agree to give to Vendor any of its (University's) suggestions, feedback, ideas, etc. for any purpose except for Vendor to provide Services under the Contract.

**36. 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 Services 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<br>(excluding Scheduled Maintenance and Events of<br>Force Majeure) | Credit for such<br>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.

**37. HOSTING FACILITY.**

(a) *Location(s) of Hosting Facilities.* Vendor certifies that for the duration of this Contract, all Hosting Facilities at which any University data, including without limitation Confidential Information and Personal Information, 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.

**38. 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 tapes, magnetic discs and/or other optical media will be encrypted and stored off-site in a secured vault. Offsite storage of back up media shall take place at least weekly.

**39. 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 comply under the Contract and for no other purpose. 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.

**40. TRANSITION SERVICES; DESTRUCTION OF UNIVERSITY DATA.**

(a) *Transition Services.* Upon the expiration or termination of the Contract 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.* Within sixty (60) days of (i) the last day of the transition service period; or (ii) the expiration or termination of the Contract for any reason, if transition services are not requested by the University, Vendor shall destroy all University Confidential Information and University Data in its possession. Vendor shall provide University a written attestation to the destruction of all University Confidential Information and University Data, detailing the contents of the all University Confidential Information and University Data destroyed, the date(s) when it was destroyed, and by what method it was destroyed under NIST SP800-88 or another previously agreed upon (by the University) destruction method.

**41. 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.

**42. 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 Contract, 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 Contract 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 Contract.

(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.

**43. 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 Contract, Vendor will add the University as a beneficiary to such Escrow Agreement. In the event (i) this Contract 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 Contract. The license to the Deposit Materials under this section shall terminate upon the termination or cure of the Release Condition.

**44. PROTECTION AGAINST SOFTWARE MIGRATION.** If within five (5) years of the effective date of this Contract, 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.

**45. 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.

#### **46. 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 Contract.

(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.

**47. 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 Contract to verify accounts and data affecting fees or performance under this Contract, 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 Contract 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.

**48. SUBCONTRACTING.** Vendor may subcontract performance of this Contract to third parties only with the express 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 obligations and standards required of the Vendor under this Contract, and the terms and conditions of this Contract shall be specifically incorporated into any agreements with subcontractors relating thereto.

**49. 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, flood, power failures, acts or threats of war, acts or threats of terrorism, hostile foreign action, nuclear explosion, riot, strike, civil insurrection, pandemic, epidemic, quarantine, acts or regulations of

public or University officials including measures to limit the spread of contagious disease, governmental acts, orders, or restrictions, national, regional, or local emergency, severely inclement weather, interruption or delay or transportation service, earthquake, hurricane, tornado, or other catastrophic natural event or Act of God; provided that such Party uses reasonable efforts, under the circumstances, to promptly notify the other Party of the cause of such delay and to resume performance as soon as possible in light of the circumstances giving rise to the force majeure event.

**50. ASSIGNMENT OR DELEGATION OF DUTIES.** This Contract may not be assigned or delegated by the Vendor without the written consent of the University.

**51. GOVERNMENT RESTRICTIONS.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the Products or Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify, in writing, the University's issuing purchasing officer at once, indicating the specific regulation which requires such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

**52. GOVERNMENT REVIEW.** To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, the Vendor and the University shall make available to such appropriate governmental authority this Contract and any books, records, documents, and other records that are necessary to certify the nature and extent of the services provided and the costs claimed for services rendered pursuant to this Contract or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

**53. NO WAIVER OF REMEDIES OR DEFAULT.** Notwithstanding any other language or provision in this Contract or in any Vendor-supplied material, nothing herein is intended or shall be interpreted as a waiver of any right, remedy, default or breach otherwise available to the University. The waiver by the University of any right, remedy, default, or breach on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

**54. RETENTION OF RECORDS.** During the term of this Contract and for a period thereafter as determined by the University, the Vendor and its employees, agents, and subcontractors shall maintain complete and professionally adequate records and shall retain them according to the North Carolina Public Records Act and applicable University policies.

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

## ATTACHMENT C: DESCRIPTION OF OFFEROR FORM

Provide the information about the offeror.

|                            |                                                                                                                                                            |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Offeror's full name        |                                                                                                                                                            |
| Offeror's address          |                                                                                                                                                            |
| Offeror's telephone number |                                                                                                                                                            |
| Ownership                  | <input type="checkbox"/> Public<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Subsidiary<br><input type="checkbox"/> Other (specify) |

|                                                                                                                                                                |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Date established                                                                                                                                               |  |
| If incorporated, State of incorporation.                                                                                                                       |  |
| North Carolina Secretary of State Registration Number, if currently registered                                                                                 |  |
| Number of full-time employees on January 1 <sup>st</sup> 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:<br>Contact's name<br>Title<br>Email address and Telephone Number                                                 |  |
| Offeror's Contact for Negotiation of offer:<br>Contact's name<br>Title<br>Email address and Telephone Number                                                   |  |
| If Contract is Awarded, Offeror's Contact for Contractual Issues:<br>Contact's name<br>Title<br>Email address and Telephone Number                             |  |
| If Contract is Awarded, Offeror's Contact for Technical Issues:<br>Contact's name<br>Title<br>Email address and Telephone Number                               |  |

## ATTACHMENT D: 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 E: PRICING

**Bidders must complete the pricing worksheet, which can be obtained by emailing Troy Morse at [troy.morse@unc.edu](mailto:troy.morse@unc.edu).**

Instructions for completing the Pricing worksheet are as follows:

1. Offerors must use the pricing worksheet and follow the instructions contained herein. While Offerors may make some alterations to the spreadsheet, such as free texting in fields where requested or required, Offerors may not materially alter or reorganize any part of the spreadsheet. If the file is converted to a format other than an Excel workbook, the Offeror may be deemed non-responsive and may not be considered further.
2. It is the Offeror's sole responsibility to ensure the pricing worksheet is correct and the Total Cost of Ownership is accurately presented.
3. While Offerors may and should propose pricing for some customization, using its experience with entities of similar size, scope, and complexity, pricing for a completely customized solution will not be considered by the University.
4. The worksheet requires each Offeror to provide an annual, line-item cost breakdown for each year of the 3-year Initial Term (in the worksheet contained in the Initial Term tab) AND each of the 5-year renewal options (in the worksheet contained in the Optional Renewal Terms tab) resulting in a Total Cost of Ownership to the University, which must be included in the worksheet contained in the Summary of Costs tab.
5. The worksheet allows Offerors to propose one-time and recurring costs, by year, as applicable.
6. Offerors must additionally include a written narrative describing its pricing worksheet and line-item costs and may include, for example, assumptions used in the pricing worksheet, specific calculations of costs, factors that may impact proposed costs, and increases to costs, in its narrative.
7. If offeror wishes to submit alternative pricing models, separate worksheets should be used for each methodology.
8. **An Offeror's failure to comply with these instructions, in whole or in part, may result in the elimination of the Offeror's proposal, in the University's sole discretion.**
9. **Pricing worksheets should be emailed to [troy.morse@unc.edu](mailto:troy.morse@unc.edu) by the bid due date and time. Late submissions will not be accepted and will result in your overall bid being considered unresponsive.**

# ATTACHMENT F: 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 Offeror]**

## **ATTACHMENT G: CERTIFICATION OF LOCATION OF WORKERS UTILIZED BY VENDOR FORM**

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

**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.**

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

If yes, list the location(s) outside the United States where work under this Contract will be performed by Vendor.

- b) Vendor agrees to provide notice, in writing to the University, of the relocation of Vendor will performing the services under the Contract outside of the United States.**       YES    NO

NOTE: All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided

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

## **ATTACHMENT H: REFERENCES**

### **REFERENCES:**

Offeror shall provide three (3) references of customers using the solution Offeror is proposing to the University. Offeror's references must be using the fully implemented solution, and the solution must have been implemented within the past three (3) years (from the issuance date of this RFP). The scope of the implemented solution must be substantially similar to the size, scope, and complexity detailed in this RFP.

References within higher education with similar functionality, complexity, size, scope, and transaction volume are preferred.

Offeror must provide the following information for each reference, without exceeding 1 page per reference. The University may reach out to one or more references:

- 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. Summary of the proposed solution implemented (e.g., timeline, whether deadlines were met)
- 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
- k. Any other information the University should consider in reviewing this reference

# ATTACHMENT I: 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.

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 J: REQUIREMENTS CHECKLIST

Is the Offeror's proposed solution able to:

- 3.4.1 Partition data so units do not have access to the data of other units. Some users will need access to multiple or all data subsets, so user permissions must be structured accordingly.  
 Yes  No
- 3.4.2 Manage access based on user roles and responsibilities to ensure that only authorized users can access confidential documents or documents with regulated information.  
 Yes  No
- 3.4.3 Confirm Offeror's proposed solution is a configurable, commercial, off-the-shelf solution.  
 Yes  No
- 3.4.4 Have a third-party security certification or attestation (e.g., SOC Type 2 or ISO 27001 report).  
 Yes  No
- 3.4.5 Manage contracts from pre-award through closeout.  
 Yes  No

**NOTE:** Copies of PCI and security compliance documentation will not be requested until later phases of the RFP process. **Do not submit compliance documentation with your Offer.**

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

## ATTACHMENT K: TECHNICAL PROPOSAL CHECKLIST

For each item below, please answer Yes or No and include description of how the product functions in the Description section.

To request a version of the checklist in Excel format, please email Troy Morse at [troy.morse@unc.edu](mailto:troy.morse@unc.edu).

| <b>Technical Specification</b> |                                                                                                                                      |               |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>3.4.1</b>                   | <b>Contract Authoring: does the proposed solution:</b>                                                                               | <b>Yes/No</b> |
| A.                             | Possess a template-based, agreement creation wizard?                                                                                 |               |
| B.                             | Support different template structures for different contract types?                                                                  |               |
| C.                             | Support self-service contract request and record creation?                                                                           |               |
| D.                             | Attach documents (in all formats, including but not limited to Word, Excel, Adobe, and PowerPoint) to the contract record?           |               |
| E.                             | Allow administrators or other users to create custom workflows?                                                                      |               |
| <b>3.4.2</b>                   | <b>Contract Negotiation: describe the proposed solution:</b>                                                                         | <b>Yes/No</b> |
| A.                             | Allow users to make edits to the contract within the platform?                                                                       |               |
| B.                             | Allow users to make edits to the contract within the Microsoft Word desktop application and the Microsoft Word 365 cloud?            |               |
| C.                             | Track redlines during contract review?                                                                                               |               |
| D.                             | Compare versions generated during contract negotiations to identify deviations?                                                      |               |
| E.                             | Include the ability for alternate language to be inserted from a clause library and automatically redlined?                          |               |
| F.                             | Accept or reject redlines and comments by internal and external users?                                                               |               |
| G.                             | Allow users to customize dashboard to prioritize their contract queue?                                                               |               |
| H.                             | Maintain a full audit trail of activity (contract access, views, versions, communication, approvals)?                                |               |
| <b>3.4.3</b>                   | <b>Contract Approval: Does the proposed solution:</b>                                                                                | <b>Yes/No</b> |
| A.                             | Allow users to create custom approval rules configurable by contract type, template, metadata, or product type?                      |               |
| B.                             | Allow approvers to be manually added to and removed from the approval chain?                                                         |               |
| C.                             | Allow users to easily view or update document status (draft, approved, out for signature, fully signed)?                             |               |
| D.                             | Allow users to configure triggers and escalation notifications (example: expiry in 30 days so system sends an email)?                |               |
| <b>3.4.4</b>                   | <b>Contract Signature (3-page limit): Does the proposed solution:</b>                                                                | <b>Yes/No</b> |
| A.                             | Allow users to send signature requests directly from the proposed solution?                                                          |               |
| B.                             | Integrate with DocuSign and/or other electronic signature solutions?                                                                 |               |
| <b>3.4.5</b>                   | <b>Contract Collaboration: Does the proposed solution:</b>                                                                           | <b>Yes/No</b> |
| A.                             | Allow counterparties to view documents sent from the proposed solution?                                                              |               |
| B.                             | Allow users to send an email to a counterparty directly from the proposed solution, with a contract draft either linked or attached? |               |
| C.                             | Differentiate between internal and external comments?                                                                                |               |
| D.                             | Allow users to upload third-party contract documents?                                                                                |               |
| <b>3.4.6</b>                   | <b>Document Repository: Does the proposed solution:</b>                                                                              | <b>Yes/No</b> |
| A.                             | Provide a centralized, electronic storage and backup of all contracts in an accessible manner?                                       |               |
| B.                             | Automatically upload executed documents to a central repository without manual intervention?                                         |               |

| <b>Technical Specification</b> |                                                                                                                                                          |               |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| C.                             | Allow users to view obligations within contracts?                                                                                                        |               |
| D.                             | Allow users to create and save views at the individual user and user group level?                                                                        |               |
| E.                             | Allow users to search within a document for phrases (i.e., full-text search)?                                                                            |               |
| F.                             | Allow users to conduct Boolean searches within a document?                                                                                               |               |
| G.                             | Allow users to conduct searches on a variety of metadata?                                                                                                |               |
| H.                             | Allow users to save custom metadata for individual documents?                                                                                            |               |
| I.                             | Allow users to group and link contracts?                                                                                                                 |               |
| J.                             | Allow users to migrate contracts, metadata, and supporting documentation from the University's current contract repository?                              |               |
| K.                             | Allow users to upload contracts in bulk?                                                                                                                 |               |
| L.                             | Allow users to upload a variety of filetypes?                                                                                                            |               |
| M.                             | Leverage AI/ML capabilities to tag and extract clauses/metadata from the uploaded documents?                                                             |               |
| N.                             | Include document retention and destruction capabilities?                                                                                                 |               |
| <b>3.4.7</b>                   | <b>Reporting: Does the proposed solution:</b>                                                                                                            | <b>Yes/No</b> |
| A.                             | Report on contracts and associated metrics by type, category, commodity, parties, suppliers, etc., including all data fields in the contract record?     |               |
| B.                             | Allow users to customize reports?                                                                                                                        |               |
| C.                             | Allow users to schedule recurring timed reports for distribution to multiple recipients?                                                                 |               |
| D.                             | Allow users to export reports in CSV, Excel, Word, PDF, and other formats?                                                                               |               |
| E.                             | Display a full contract history (e.g., all renewals and extensions, original award date, change of names, mergers, acquisitions, and novations, etc.)?   |               |
| F.                             | Track end-to-end contract execution timeline?                                                                                                            |               |
| G.                             | Display graphic dashboards of reportable data?                                                                                                           |               |
| <b>3.4.8</b>                   | <b>Integration: Does the proposed solution:</b>                                                                                                          | <b>Yes/No</b> |
| A.                             | Integrate with Microsoft Outlook?                                                                                                                        |               |
| B.                             | Detect relevant emails and save those communications and/or attachments in a matter file?                                                                |               |
| C.                             | Integrate with other Microsoft products such as SharePoint and OneDrive?                                                                                 |               |
| D.                             | Integrate with ERP systems to allocate spend to contract?                                                                                                |               |
| <b>3.4.9</b>                   | <b>Artificial Intelligence: Does the proposed solution:</b>                                                                                              | <b>Yes/No</b> |
| A.                             | Leverage AI?                                                                                                                                             |               |
| B.                             | Leverage AI to assist with contract review?                                                                                                              |               |
| C.                             | Create its own AI?                                                                                                                                       |               |
| D.                             | Leverage AI from a third-party company?                                                                                                                  |               |
| E.                             | Leverage AI to enable document classification?                                                                                                           |               |
| F.                             | Allow users to leverage AI to analyze clauses?                                                                                                           |               |
| G.                             | Leverage AI for legacy contract import?                                                                                                                  |               |
| H.                             | Leverage any kind of OCR technology to make ingested documents searchable?                                                                               |               |
| I.                             | Support OCR functionality for languages other than English?                                                                                              |               |
| <b>3.4.10</b>                  | <b>User Management and Usability: Does the proposed solution:</b>                                                                                        | <b>Yes/No</b> |
| A.                             | Allow for the creation of multiple levels of access (e.g., user groups, user roles, etc.) to manage user access to contracts?                            |               |
| B.                             | Provide the ability for multiple departments/units to have a secure document repository that is only viewable by users with the appropriate permissions? |               |
| C.                             | Allow users to view who is assigned to each step in a workflow and reassign people if needed?                                                            |               |

| <b>Technical Specification</b>                                                                                                                                         |               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| D. Allow administrators to configure and update workflows without technical resources (code/scripts)?                                                                  |               |
| E. Allow access from mobile devices (smartphone, tablet, laptop)?                                                                                                      |               |
| F. Allow users to mass re-assign or transfer contracts from one user to another user?                                                                                  |               |
| <b>3.4.11 Security: Does the proposed solution:</b>                                                                                                                    | <b>Yes/No</b> |
| A. Offer a hosted cloud environment?                                                                                                                                   |               |
| B. Segregate data for each customer?                                                                                                                                   |               |
| C. Have an Uptime Service Level Agreement (SLA) and is the Offeror able to share the current average?                                                                  |               |
| D. Offer authentication criteria for the application to include multi-factor authentication? The University utilizes SAM2-SSO authentication and prefers SP-initiated. |               |
| E. Provide multiple authentication methods to authenticate and confirm signer identity                                                                                 |               |
| F. Offer a discount or refund to the University if SLAs are not met?                                                                                                   |               |
| G. Offer backups for disaster recovery/RPO/RTO?                                                                                                                        |               |
| H. Have a defined incident management plan for handling security incidents?                                                                                            |               |
| I. Provide activity tracking that allows you to detect threats?                                                                                                        |               |
| J. Have available reports related to penetration tests conducted by a third-party?                                                                                     |               |
| K. Have a method to securely transfer data (e.g., secure FTP, HTTPS, etc.)?                                                                                            |               |
| L. Have the ability to interface with other applications to include ERPs?                                                                                              |               |
| M. Deploy new releases on a regular basis?                                                                                                                             |               |
| N. Test new releases?                                                                                                                                                  |               |
| O. Charge additional fees for new releases outside of the original contracted price?                                                                                   |               |
| P. Notify customers of new releases?                                                                                                                                   |               |
| <b>3.6.2 Implementation and Training and Support: Does the proposed solution:</b>                                                                                      | <b>Yes/No</b> |
| A. Have an internal team to assist with implementation (versus outsourcing the implementation)?                                                                        |               |
| B. Review current procedures and make recommendations on best practices (e.g., workflows, reports, trigger notifications, etc.)?                                       |               |
| C. Assist administrators with implementation tasks (e.g., creating workflows, templates, clause libraries, document creation wizards, etc.) and, if so, for how long?  |               |
| D. Provide training to administrators and users on how to use the platform?                                                                                            |               |
| E. Provide access to a sandbox environment before, during, and/or after implementation?                                                                                |               |
| F. Provide ongoing support resources (e.g., online training, support documentation available on-demand, email or telephone helpline, vendor contact, etc.)?            |               |

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

## ATTACHMENT L: UNIVERSITY DATA PRIVACY AND SECURITY ADDENDUM

- I. **Definitions.** The following terms will have the assigned definitions for purposes of this Attachment L. Capitalized terms not defined in this Attachment L shall retain the definition assigned to it in the Contract or in a Business Associate Agreement, if applicable. Any conflicts between definitions in this Attachment L (University Data Privacy and Security Addendum), Appendix A (University Security Program Requirements) to Attachment L, attached and incorporated by reference, and any other definitions in the Contract, including any Attachment, Exhibit, or Schedule, shall be resolved by the following order of precedence, with (1) having the highest priority and (3) having the lowest priority: (1) Any BAA, if applicable and as it relates to the HIPAA Regulations; (2) Attachment L; and (3) the Contract.
- (a) “Addendum” means the University’s Data Privacy and Security Addendum at Attachment L and Schedule A to Attachment L (University Security Program Requirements), which is attached and incorporated by reference.
  - (b) “Contract” means the Contract to which this Attachment L is attached and incorporated by reference.
  - (c) “Applicable Data Privacy and Security Laws” means all laws, regulations, legal obligations, and other requirements, each as updated from time to time and as applicable to the Personal Information and the applicable Party, that limit, restrict or otherwise govern the Parties’ collection, use, disclosure, security, storage, protection, and processing of Personal Information. Personal Information that is protected includes, but is not limited to, any of the following: (i) the North Carolina Identity Theft Protection Act, (ii) “personnel information” under the State Human Resources Act; and (iii) student “education records” under the Family Educational Rights and Privacy Act (FERPA).
  - (d) “Breach” means the unauthorized acquisition, access, use, or disclosure of Personal Information in a manner not permitted under Applicable Data Privacy and Security Laws, and which compromises the security or privacy of Personal Information.
  - (e) “Confidential Information” means the definition in the Contract and Personal Information, as defined in this Attachment L.
  - (f) “Controller” means the individual, organization, entity, or Person, alone or jointly, who determines the purposes for which and the means by which Personal Information is Processed.
  - (g) “Date of Discovery” means the date that any Vendor Workforce member knows or should have known (by reasonable diligence) that a Security Incident, or any actual or suspected Breach has occurred.
  - (h) “De-Identify” means the removal of or process of removing direct or indirect identifiers from Personal Information so that the resulting data set can no longer be used to identify an Individual and there is no reasonable basis to believe it can be used to identify an Individual.
  - (i) “Disclosure” means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
  - (j) “Individual” means the identifiable or natural person who is the subject of the Personal Information.
  - (k) “Person” means a natural individual, proprietorship, partnership, corporation, limited liability company of any kind, organization, Affiliate, and any government agency, body or authority.
  - (l) “Personal Information” means any information controlled, and provided by or on behalf of the University pursuant to the Contract (a) that directly or indirectly identifies, or when used in combination with other information may identify, relates to, describes, or is capable of being associated with an individual; (b) is otherwise defined as personal data, personal information, personally identifiable

information, or other similar term for individually identifiable information under Applicable Data Privacy and Security Laws; or (c) when associated or linked with other Personal Information, identifies an individual. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based documents and files. Personal Information does not include personal information or personally identifiable information publicly available to Vendor or provided to Vendor by a third party.

- (m) “Process” (or derivatives thereof, such as “Processing”) means any operation or set of operations which is performed, whether or not by automatic means, such as collection, viewing, accessing, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking or dispersed erasure or destruction.
- (n) “Processor” means the individual, organization, entity, or Person who Processes Personal Information on behalf of the Controller.
- (o) “Required By Law” means a mandate contained in law that compels an entity to make a use or disclosure of Personal Information and that is enforceable in a court of law. Required By Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- (p) “Security Incident” means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (q) “Subcontractor” means the individual, organization, entity, or Person to whom a Party delegates a function, activity, or service, other than in the capacity of a member of the workforce of such Party.
- (r) “Subprocessor” means a third-party individual, organization, entity, or Person engaged by a Processor who will have access to or Process Personal Information from a Controller.
- (s) “Use” means, the sharing, employment, application, utilization, examination, or analysis of Personal Information within an entity that maintains such information.
- (t) “Workforce” means all individuals working on behalf of Vendor, whether paid or unpaid, who support Vendor and access the University Information Systems and/or otherwise receive, use or disclose Confidential Information.

## II. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION

(a) Vendor may Use or Disclose Confidential Information as necessary to carry out its activities in support of the University pursuant to the terms of the Contract or as Required By Law and may Use or Disclose or Process Confidential Information so long as any such Use or Disclosure or Processing of Confidential Information is in compliance with Applicable Privacy and Data Security Laws.

(b) Vendor shall not, without the prior written consent of the University, Disclose any Confidential Information on the basis that such Disclosure is Required By Law without first notifying the University so that the University shall have an opportunity to object to the Disclosure and to seek appropriate relief unless immediate Disclosure is Required By Law. If Vendor is legally required by Applicable Privacy and Data Security Laws to Process Confidential Information other than as instructed by the University, Vendor shall notify the University before such Processing occurs, unless the Applicable Privacy and Data Security Law requiring such Processing

prohibits Vendor from doing so on an important ground of public interest, in which case Vendor will notify the University as soon as that law permits Vendor to do so.

### III. LIMITATIONS ON USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

(a) Vendor shall not Use or Disclose Confidential Information other than as permitted or required by this Addendum or as Required By Law.

(b) All Uses and Disclosures of Confidential Information by Vendor are subject to the data minimization principles of the Fair Information Privacy Principles (FIPPs) and Applicable Data Privacy and Security Laws.

(c) Where Personal Information is transferred from one Party to another, the Parties shall Process the Personal Information in accordance with any additional provisions that are required by Applicable Privacy and Data Security Laws related to the transfer where the Party that is the recipient of the transfer acts as a Processor of that Personal Information.

(d) Vendor may not De-Identify Personal Information it receives from the University and use it for any purpose unrelated to the activities it performs in support of the University, in accordance with the Contract.

### IV. AVAILABILITY OF PERSONAL INFORMATION, INDIVIDUAL RIGHTS

(a) Access to Personal Information. Within five (5) calendar days of a request by the University for access to Personal Information about an Individual, Vendor shall make available to the University such Personal Information for so long as such information is maintained by Vendor or any Vendor Subcontractor and/or Subprocessor.

(b) Correction of Personal Information. Within five (5) calendar days of receipt of a request from the University to edit or update incorrect Personal Information about an Individual, Vendor shall provide such information to the University for correction and incorporate any such edits or corrections into the Personal Information for so long as such information is maintained by Vendor or any Vendor Subcontractor and/or Subprocessor.

(c) Process Restrictions of Personal Information. Within five (5) calendar days of receipt of a request from the University to Process restrictions of Personal Information about an Individual, Vendor shall provide such information to the University and provide adequate assurances in writing that such Process restrictions will remain in place for the Personal Information for so long as such information is maintained by Vendor or any Vendor Subcontractor and/or Subprocessor.

(d) Deletion of Personal Information. Within five (5) calendar days of receipt of a request from the University to delete Personal Information about an Individual, Vendor shall provide adequate assurances in writing to the University that deletion of the Personal Information has been completed and that no Personal Information for the Individual is maintained by Vendor or any Vendor Subcontractor and/or Subprocessor.

### VI. PRIVACY, SECURITY, AND THIRD-PARTY REQUIREMENTS

(a) Vendor will implement appropriate safeguards to prevent Use or Disclosure of Confidential Information other than as permitted in this Addendum consistent with the University's policies regarding privacy and security requirements outlined in **Appendix A** which is incorporated into this Addendum by reference.

(b) Vendor shall implement and maintain a comprehensive information security program that meets best industry standards and complies with Applicable Privacy and Data Security Laws to protect Confidential Information against accidental, unauthorized, or unlawful Processing and shall have documented those measures in a written information security program. Without limiting the foregoing, such safeguards shall conform, at a minimum, to the requirements outlined in **Appendix A**.

(c) Vendor agrees to provide Privacy and Security Training and educate Vendor Workforce on the University's privacy and security policy requirements who support the activities offered to the University under the Contract. A record of all such training will be kept by Vendor and provided upon request to the University pursuant to Section V(b) herein. Such training will be required of Vendor's Workforce periodically, but no less than annually. All new Vendor Workforce members who perform activities in support of the University pursuant to the Contract shall complete the Privacy and Security Training prior to any work supporting the University.

(d) Vendor agrees to ensure that its agents, including any Subcontractors and/or Subprocessors, that create, receive, maintain or transmit Confidential Information on behalf of Vendor agree in writing to the same (or greater) restrictions and conditions that apply to Vendor, outlined in **Appendix A**, with respect to such information, and agree to implement reasonable and appropriate safeguards to protect any of such information that is Confidential Information. Vendor agrees to enter into written agreements with any Subcontractors and/or Subprocessors in accordance with the requirements of Applicable Privacy and Data Security Laws. Before allowing any Subcontractor and/or Subprocessor or their agent that is not organized under the laws of any state within the United States ("Foreign Subcontractor") to use or disclose, or have access to, Confidential Information, Vendor shall obtain the prior written consent of the University to the use of such Foreign Subcontractor, which consent may be withheld in the University's sole discretion.

(e) Vendor agrees to take reasonable steps to ensure that the actions or omissions of Vendor Workforce members do not cause Vendor to breach the terms of this Addendum.

#### VII. AVAILABILITY OF BOOKS AND RECORDS; AUDITS

(a) Vendor shall permit the University (or an independent inspection company designated by the University), in its discretion, to conduct an audit of Vendor's compliance with this Addendum, outlined in **Appendix A** and/or Applicable Data Privacy and Security Laws. Such audit may consist of a series of inquiries that require written responses. Vendor shall promptly and completely respond to the University's requests for information in support of the audit, which shall not be conducted more than once annually except in cases of an actual or reasonably suspected Security Incident or reasonably suspected noncompliance with this Addendum, and/or Applicable Data Privacy and Security Laws. Each Party shall bear its own costs associated with the audit. Vendor also agrees, if requested, to certify its compliance with this Addendum in writing within fifteen (15) business days.

#### VIII. REPORTING TO the University

(a) Vendor shall report to the University any Use or Disclosure of Confidential Information that is not in compliance with the terms of this Addendum, as well as any Security Incident and any Breach, of which it becomes aware, without unreasonable delay, and in no event later than one (1) business day of such Date of Discovery (or any shorter period required by Applicable Privacy and Data Security Laws). Such notification shall, at a minimum, contain: (i) a brief description of what happened, including the date of the Security Incident or actual or suspected Breach and the Date of Discovery, if known; (ii) a description of the types of Confidential Information that were involved (such as full name, address, date of birth, social security number); (iii) any steps Individuals should take to protect themselves from potential harm; (iv) a brief description of what Vendor is doing to investigate, mitigate harm to Individuals and protect against further Breaches; (v) to the extent possible, the identification of each Individual whose Personal Information has been, or is reasonably believed by Vendor to have been, accessed, acquired, used, or disclosed during the Security Incident or Breach.

(b) Unless prohibited from doing so by applicable law or by a court order, without unreasonable delay, Vendor will notify the University in writing of any request by any governmental entity, or its designee, to review Vendor's compliance with law or this Addendum, to pursue a complaint, or to conduct an audit or assessment of any kind, if such review, complaint, audit, or assessment pertains to the Contract or this Addendum.

#### IX. MITIGATION, COOPERATION, INDEMNIFICATION, AND INSURANCE

(a) Vendor agrees to mitigate any harmful effect that is known to Vendor of a Use or Disclosure of Personal Information by Vendor in violation of the requirements of this Addendum, as well as to provide complete cooperation to the University should the University elect to review or investigate such noncompliance or Security Incident. Vendor shall cooperate in the University's Breach analysis and/or risk assessment, if requested. Furthermore, Vendor shall cooperate with the University in the event that the University determines that any third parties must be notified of a Breach, provided that Vendor shall not provide any such notification except at the direction of the University.

(b) Notwithstanding other provisions of this Addendum or the Contract, and at its sole expense, Vendor shall be liable under this Addendum for damages caused by the negligence or willful misconduct of Vendor's Workforce members or Vendor's directors, Subcontractors, Subprocessors, or agents. Damages include, but are not limited to, reasonable and actual costs that the University incurs as a result of a violation of this Addendum, including but not limited to any Security Incident or Breach, including but not limited to the administrative cost of notices, print and mailing costs, call center services, forensics services, costs associated with investigating and responding to investigations and inquiries related to the Security Incident or Breach from federal and state regulatory authorities and others, and the costs to obtain two (2) years of credit monitoring services and identity theft insurance for the subjects of any Personal Information that has or have been compromised, when the violation of this Addendum is caused by the negligence or misconduct of Vendor's Workforce members, directors, Subcontractors, Subprocessors, or agents. The remedies set forth herein shall be in addition to any other remedies available to the University at law or in equity, set forth in the Contract.

(c) To the extent Vendor has limited its liability under the terms of the Contract, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect, or punitive damages, or other such limitations, all limitations shall exclude any damages to the University arising from Vendor's breach of its obligations under this Addendum, Applicable Privacy and Data Security Laws, or relating to its Use, Disclosure, or safeguarding of Personal Information.

(d) In addition to all other insurance requirements in the Contract, Vendor agrees to obtain and maintain at all times during which it maintains Personal Information subject to the Contract and/or this Addendum, privacy and cyber liability insurance coverage in amounts no less than one million dollars (\$1,000,000.00 USD) per occurrence and annual aggregate, to include at a minimum coverage for claims (including but not limited to third party tort claims), civil monetary fines, and other penalties insurable by law. At a minimum, this insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, data restoration, event response and network interruption. Vendor shall provide certificates of insurance to the University upon request.

## X. TERMINATION

(a) This Addendum shall be effective as of the Effective Date and shall terminate upon the earlier of (i) the expiration or termination of the Contract for any reason, or (ii) the termination of this Addendum by the University for cause as provided herein.

(b) Notwithstanding anything in this Addendum or the Contract to the contrary, the University shall have the right to terminate the Addendum immediately for cause if the University determines that Vendor has violated any material term of this Addendum.

(c) At termination of this Addendum, the Contract (or any similar documentation of the business relationship of the Parties), or upon request of Vendor, whichever occurs first, if feasible, Vendor will return (in a manner or process approved by both Parties) or destroy all Personal Information received from the University pursuant to the Contract that Vendor still maintains in any form and retain no copies of such information. The destruction shall be certified in writing by Vendor to the University. If such return or destruction is not feasible, Vendor will (i) retain only that Personal Information necessary under the circumstances; (ii) return or destroy the

remaining Personal Information that Vendor still maintains in any form; (iii) extend the protections of this Addendum to the retained Personal Information; (iv) limit further Uses and Disclosures to those purposes that make the return or destruction of the Personal Information not feasible; and (v) return or destroy the retained Personal Information when it is no longer needed by Vendor. This paragraph shall survive the termination of this Addendum and shall apply to Personal Information received from the University pursuant to the Contract received by Vendor, its Subcontractors, Subprocessors, or agents.

## XI. MISCELLANEOUS

(a) Third Party Rights. The Parties to this Addendum do not intend to create any rights in any third parties.

(b) Survival. The obligations of Vendor under this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Contract and/or the business relationship of the Parties, and shall continue to bind Vendor, its agents, employees, contractors, Subcontractors, Subprocessors, successors, and assigns as set forth herein.

(c) Injunctions. The University and Vendor agree that any violation of the provisions of this Addendum will cause irreparable harm to the University. Accordingly, in addition to any other remedies available to the University at law, in equity, under the Contract, or under this Addendum, in the event of any violation of any of the provisions of this Addendum, or any explicit threat thereof, the University shall be entitled to an injunction or other decree of specific performance with respect to such violation(s) or explicit threat thereof.

(d) Amendment. This Addendum may not be amended or modified orally or by performance. It may be amended or modified only in a writing signed by the Parties. In the event that any provision of this Addendum is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Addendum will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the Applicable Privacy and Data Security Laws, such Party shall notify the other Party in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty-day period, a Party believes in good faith that the Addendum fails to comply with Applicable Privacy and Data Security Laws, then either Party has the right to terminate upon written notice to the other Party.

(h) Conflicts. The Parties agree that, in the event that any documentation of the Contract contains provisions relating to the Use or Disclosure of Personal Information that are more restrictive than the provisions of this Addendum, the more restrictive provisions will control. The provisions of this Addendum are intended to establish the minimum requirements regarding Vendor's Use and Disclosure of Personal Information.

(i) Notices. Any notices permitted or required hereunder shall be made in writing as provided in the Contract.

## Appendix A—the University Security Program Requirements

Vendor represents, warrants, covenants, and agrees that, with respect to Confidential Information including but not limited to Personal Information and Protected Health Information (PHI), Vendor has adopted, implemented, and maintains (and shall ensure that its employees, contractors and agents adopt, implement and maintain) the security controls as described below (“Security Controls”), to: (1) ensure the confidentiality, integrity, and availability of all Confidential Information Vendor accesses, creates, receives, processes, maintains, or transmits on the University’s behalf; (2) protect against any reasonably anticipated threats or hazards to the security or integrity of such information; (3) protect against any reasonably anticipated uses or disclosures of such information that are not permitted by Applicable Data Privacy and Security Laws and the Contract and the Data Privacy and Security Addendum; and (4) ensure compliance by its Workforce, including its contractors and agents.

- 1. Maintain a formal information security program following an industry-recognized security framework with a named individual responsible for its overall execution.** Vendor will implement and maintain a comprehensive information security program that meets best industry standards and complies with Applicable Privacy and Data Security Laws to protect Personal Information against accidental, unauthorized or unlawful Processing and shall have documented those measures in a written information security program. Vendor’s information security program must have executive support and be defined based on the characteristics of its business. It must include documented security plans, policies, and procedures designed to protect the confidentiality, integrity, and availability of its information assets. Vendor maintains staffing and technical resources at an appropriate level to ensure the information security program’s plans, policies, procedures, ongoing operations, monitoring, and continuous improvement. Without limiting the foregoing, at a minimum, Vendor’s security program safeguards shall conform to an industry-recognized security program framework, such as the International Organization for Standardization’s 27000 standards, NIST Cybersecurity Framework version 1.1 or 2.0, the Control Objectives for Information and related Technology (COBIT), CIS Critical Security Controls, and HITRUST CSF. At least thirty (30) days before executing the Contract, Vendor shall provide to the University the name of the industry-recognized security program framework it follows and supporting documentation evidencing its compliance with such industry-recognized framework. For the avoidance of doubt, the University may not, in its sole discretion, execute the Contract until such time Vendor provides this information.
- 2. Periodically conduct an independent Information Technology (IT) security risk assessment.** As part of its information security program, Vendor periodically, but not less than once every two years thereafter (bi-annually), must conduct an IT security risk assessment performed by a qualified, independent third-party accessor to identify threats and vulnerabilities that may affect the systems that are used to deliver services to the University. Vendor prioritizes identified risks based on potential business impact and likelihood of occurrence. Vendor develops remediation plans for identified vulnerabilities and prioritizes resources to implement remediation plans based on the prioritization of the associated risks. Risk assessment findings, remediation plans, and exceptions are reviewed and approved by Vendor’s senior management. Vendor’s risk assessment is updated periodically or after significant changes to the Vendor’s IT environment. **Prior to fully executing the Contract, Vendor shall provide to the University the most recent security risk assessment performed by a qualified, independent third-party accessor. Vendor is obligated to provide the University with a security risk assessment performed by a qualified, independent third-party accessor not less than bi-annually for the Term of any Contract, including any contract extensions thereafter.**
- 3. Perform periodic testing for the presence of security measures.** External and internal penetration testing is periodically performed to identify potential security risks that may be exploited by an attacker to gain unauthorized access to Vendor’s systems and networks. Vendor shall perform external penetration testing on at least an annual basis performed by a qualified, independent third-party. Prior to executing the Contract, Vendor shall provide to the University a summary of its most recent penetration testing results performed at least within the past three calendar years for relevant systems or technology solutions that will be used to deliver services to the University. Vendor is obligated to re-test and provide

a summary of penetration testing results to the University at least every three years for the Term of the Contract, including any contract extensions thereafter.

4. **Mandatory use of strong authentication for all Vendor accounts which may have access to the University data.** Vendor will use strong authentication (Multi Factor Authentication (MFA) or Passwordless Authentication) for all Vendor accounts and/or systems used to deliver services to the University which may have access to the University data, including Personal Information, Confidential Information, and PHI.
5. **Continuous monitoring of information systems with annual testing on Security Incident response plan and procedures.** Vendor will continuously monitor (24-hours a day, seven days a week) the security of any and all Vendor information systems used to deliver services to the University which may access or store the University data, including Personal Information, Confidential Information and PHI. Vendor will maintain a formerly documented Security Incident response plan and procedures that Vendor will test not less than annually for the Term of the Contract, including any contract extensions thereafter.
6. **Perform continuous vulnerability management program with timely patching procedures.** Vendor will maintain a formally documented continuous vulnerability management program, which will include documented security patch management procedures. Vendor will evaluate, test, and install security patches based on a risk-based schedule prioritized by the Common Vulnerability Scoring System (CVSS) score, or a functionally equivalent approach. Security patches identified as a high priority, generally those that address vulnerabilities with a CVSS base score of 7.0 to 10.0, should be installed with 30 calendar days of release, including any system reboots that may be necessary to fully install the patch. Vendor will maintain a formal exception management process to review and address risks associated with high priority patches that cannot be installed during this window.
7. **Minimum Security Controls.** For any Vendor information systems that will be used to provide services to the University and/or which will access or store the University data, Vendor will adopt security controls that are least the equivalent to, the security controls required for a High Protection Level system under the University's Minimum Security Standard. For specific requirements for the University's High Protection Level, see *the University's Information Security Controls Standard* available here: <https://policies.unc.edu/TDCClient/2833/Portal/KB/ArticleDet?ID=131245>
8. **Independent forensic summary of any significant Security Incident.** In addition, the reporting requirements outlined in *Section VIII* of the Addendum, in the event of a suspected unauthorized access Security Incident wherein Vendor systems used to deliver services to the University and/or where the University data, including Personal Information, Confidential Information and PHI, may be in scope, the University may require Vendor, at its own expense, to engage a qualified, independent third-party to provide a formal forensic incident response report. Vendor will be required to provide the University with a copy of the summary of independent party's forensic report. that of that report Vendor is responsible for all expenses related e engaging a third party to provide a formal incident response report.

## **ATTACHMENT M: DISCLOSURE OF LITIGATION**

Offeror must detail all information required in Section 8.8 (Disclosure of Litigation). By signing the RFP, Offeror attests that the information is correct and current, and Offeror understands this is an ongoing obligation, if awarded a contract. If Offeror has no required disclosures, Offeror must note so below.

**ATTACHMENT N: OFFEROR EXCEPTIONS; LICENSING AND PROPRIETARY ASSETS TERMS AND CONDITIONS**