



**THE UNIVERSITY OF NORTH CAROLINA  
AT CHAPEL HILL**

**Request for Proposal #: 65-RFPCTP52121**

**MARKETING AND COMMUNICATIONS RESOURCES FOR  
UNIVERSITY DEVELOPMENT**

**Date of Issue: May 21, 2021**

**Proposal Opening Date: June 11, 2021**

**At 3:00 PM ET**

Direct all inquiries concerning this RFP to:

Catherine Peglow

Contingency Workforce Commodity Manager

Email: [cpeglow@email.unc.edu](mailto:cpeglow@email.unc.edu)

***No phone calls will be accepted.***

**THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL**

**RFP #65-RFPCTP52121**

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

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

**ID Number:**

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Federal ID Number or Social Security Number

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Vendor Name



# THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

**Refer ALL Inquiries regarding this RFP to:**  
Catherine Peglow  
Contingency Workforce Commodity Manager  
cpeglow@email.unc.edu

**Request for Proposal # 65-RFPCTP52121**

**Proposals will be publicly opened:**

**At 3:00 PM ET**

### **EXECUTION**

**Certification:** By executing this proposal, the undersigned Vendor certifies that: (i) this proposal is submitted competitively and without collusion (G.S. 143-54), (ii) none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), (iii) it is not an ineligible vendor as set forth in G.S. 143-59.1, (iv) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans, specifications or estimates for this RFP, or in awarding or administering the contract to result from this RFP, or in inspecting or supervising the services to be rendered (G.S. 133-32), (v) if any of the services to be performed under this RFP will be performed outside the United States by the Vendor or Vendor’s subcontractors, Vendor has disclosed such information in writing to the University (G.S. 147-33.97); (vi) it acknowledges that the University’s internal auditor and State of North Carolina auditors have the right under North Carolina law to access upon request the Vendor’s records and representatives to audit fees and performance associated with procurement contracts (G.S. 147-64.7), (vii) it and each of its subcontractors for any contract resulting from this RFP complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system (G.S. §143-48.5), (viii) neither it nor any assignee of the Vendor is identified on a list maintained by the NC State Treasurer of persons engaged in investment activities in Iran (G.S. §143C-6A.5). False certification may constitute a Class I felony under North Carolina law.

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

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

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

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## **1.0 PURPOSE AND BACKGROUND**

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### **1.1 OVERVIEW**

The University of North Carolina at Chapel Hill's ("University") University Development Office Marketing and Communications Department (UDOM) provides the Office of University Development and philanthropic partners across campus with excellent strategic, integrated development marketing and communications support services related to raising private funds at the University.

UDOM works as a partner, offering strategic and tactical expertise in the areas of development marketing and communications. Effectively engaging University alumni, friends and constituents, UDOM strives to educate audiences about the important role private giving plays in the overall success of the University. In order to ensure a deep, long-term connection to the University, UDOM offers a variety of strategic marketing and communications consultative and tactical services designed to optimize conversations that lead to private giving. Our department is responsible for the branding and marketing of the University's fundraising initiatives and enhancing audience perceptions around giving.

UDOM values excellence, practice inclusivity, act with integrity, honor creativity, strive for authenticity, respect individual voices, listen to each other, peers and colleagues, appreciate constructive feedback, and support each other and our colleagues' professional and personal well-being.

### **1.2 CURRENT STATE**

UDOM is seeking a strategic partner in the higher education development marketing space to provide on-call professional temporary marketing support resources. These resources will not be contractors and will not be on-site at the University. As the University heads into the final phase of the Campaign for Carolina, Carolina's \$4.25 billion comprehensive campaign, our team needs to be able to quickly scale up, on-demand as we seek to meet our commitment to excellence in support the University's schools, units, centers and institutes. UDOM anticipates an increased demand for marketing and communications projects tied to private giving. In order to meet increased demand, we will need to be able to contract reliable temporary marketing and communications professionals on a project-to-project basis. The ideal partner must have a proven track record of success and specialized expertise in the higher education development marketing space.

Vendors who wish to be submit proposals must be able to provide on-call freelance staffing in all of the following areas:

- Copy writing, proofreading and editing
- Digital developers and coders (WordPress)
- Graphic designers (Adobe Creative Suite)
- Marketing generalists and marketing managers
- Photography, video, and animated graphics
- Project management
- User experience (UX)

- Virtual events

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the main body of this RFP document, plus the 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. All terms in this RFP shall be enforceable as contract terms. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions.

### 2.2 INSTRUCTIONS TO VENDORS REGARDING TERMS AND CONDITIONS

Each Vendor shall provide (a) its proposed contract by which the University will retain Vendor’s services, and (b) any other applicable contract that Vendor will ask University to sign. The University’s terms and conditions set forth in Attachment B should either be built into or be incorporated by reference in the contract(s) that Vendor proposes in its terms and conditions proposal. The University will entertain exceptions taken by Vendors to certain of these provisions, but Vendors are cautioned that the University has a limited ability and willingness to agree to modifications to these standard University provisions. The University will compare and contrast the terms and conditions proposals submitted by qualified Vendors at the same time it evaluates the cost proposals of qualified Vendors. At the conclusion of this evaluation, the University may elect to award the contract to the Vendor whose aggregate proposal the University determines to be most advantageous to the University. The University may enter into contract negotiations with one or more qualified Vendors in an effort to reach mutually agreeable contract terms and conditions if the University is not satisfied with the terms and conditions proposed by the applicable Vendor(s). The University is not obligated to negotiate with all qualified Vendors. The University reserves the right to eliminate from further consideration any Vendor that submits a cost proposal or proposes terms and conditions that are not advantageous to the University.

### 2.3 RFP SCHEDULE

Event	Responsibility	Date and Time
Submit Written Questions	Vendor	May 28, 2021 at 3:00 PM ET
Provide Response to Questions	University	June 4, 2021 at 3:00 PM ET
Submit Proposals	Vendor	June 11, 2021 at 3:00 PM ET
Contract Award	University	TBD
Contract Effective Date	University	TBD

### 2.4 PROPOSAL QUESTIONS

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

Written questions shall be e-mailed to [cpeglow@email.unc.edu](mailto:cpeglow@email.unc.edu) by the date and time specified above. Vendors should enter “RFP# 65-RFPCTP52121: Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

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

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

## 2.5 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This RFP has been posted on the state of North Carolina, Division of Purchase and Contract Interactive Purchasing System (IPS) site. The University shall only accept electronic responses sent via NCBIDS, and shall consider all other responses as Non-Responsive and will not consider them. Disregard anything written to the contrary in this RFP.** All risk of late arrival due to unanticipated delay is entirely on the Vendor. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone U.S. Mail or any other delivery service, in response to this RFP shall NOT be accepted.**

## 2.6 PROPOSAL CONTENTS

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

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative (with email address) along with the Proposal Number
- c) Completed and signed version of EXECUTION PAGE, Federal Employer Identification Number form, and signed receipt pages of any addenda released in conjunction with this RFP
- d) PRICING in accordance with Section 4.2 – PRICING
- e) At least four (4) references in accordance with Section 4.4 – REFERENCES
- f) Answers to all questions and statements requested in Section 5.2
- g) ATTACHMENT A: INSTRUCTIONS TO VENDORS
- h) ATTACHMENT B: UNIVERSITY CONTRACT TERMS AND CONDITIONS
- i) ATTACHMENT C: PRICING
- j) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

## 2.7 ALTERNATE PROPOSALS

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

## 2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the University.



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

### **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the evaluation criteria described below.

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

#### **3.2 PROPOSAL EVALUATION PROCESS**

The University shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The University reserves the right to waive any minor informality or technicality in proposals received.

##### **The University will conduct a One-Step Evaluation of Proposals:**

Proposals will be received from each responsive Vendor via eBid (NC BIDS) on the State of North Carolina Interactive Purchasing System (IPS) as described in Section 2.5 above. All proposals must be received by the University not later than the date and time specified on the cover sheet of this RFP.

At their sole option, the evaluators may request demonstrations, oral presentations, or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification - and often do not; therefore, all proposals must be complete and reflect the most favorable terms available from the Vendor.

Vendors are cautioned that this is a request for proposals, not a request to contract, and the University reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the University.

The University reserves the right to reject all original offers and request one or more of the Vendors submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with the University after the initial responses to the RFP have been evaluated.

### 3.3 EVALUATION CRITERIA

- a) Project team prior experience with higher education academic institution. **20 points.**
- b) Project team prior experience with managing similar on-demand temporary marketing staffing solutions. **20 points.**
- c) Ability to meet and collaborate with representatives. **20 points.**
- d) Ability to assess current strategy to make recommendations based on project goals. **10 points.**
- e) Ability to finalize solutions by project end date. **15 points.**
- f) Knowledge of and experience in working in the North Carolina higher education marketplace. **5 points.**
- g) Proposal cost. **10 points.**

After all qualified proposals have been evaluated in accordance with the evaluation criteria outlined above, the University may request any number of Vendors to provide a demonstration of their solution to verify the value to UNC and ensure alignment with our requirements.

### 4.0 REQUIREMENTS

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

#### 4.1 CONTRACT TERM

This contract shall be binding on both parties for a one (1) year period beginning on the date of contract award. The University shall have the option of extending the contract for two (2) additional one (1) year terms. The University shall give the Vendor written notice of its intent to renew no less than ninety (90) calendar days prior to the expiration and if the University elects to renew, the terms of said renewal shall be specified in writing as part of the written notice. Vendor shall respond within thirty (30) calendar days of this notice with any exceptions or changes to the original contract terms. The exceptions shall be negotiated between the University and the Vendor during the remaining sixty (60) calendar days of the notice period. If there are no exceptions taken or, upon mutual contract of the parties concerning renewal terms, the Vendor shall sign the renewal notice and send it back to the University. The total term of this contract, including all renewals, shall not exceed ten (10) years.

#### 4.2 PRICING

Proposal price shall constitute the total cost to End User Departments for complete performance in accordance with the requirements and specifications herein. While it is strongly preferred that no set-up fees be charged in addition to Vendor's payroll processing fees, if set-up or similar fees are included, please specify them in detail in ATTACHMENT C. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

### 4.3 INVOICES

a) Invoices must be submitted to the University via the Vendor Invoice Submission Page (VISP), which may be found at <https://vendor.itsapps.unc.edu/visp/vendor>. Instructions for submission of invoices via this method can be found in ATTACHMENT E: INSTRUCTIONS TO VENDORS FOR SUBMISSION OF INVOICES.

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

### 4.4 REFERENCES

Vendors shall provide at least four (4) references for which your company has provided services of similar size and scope to that proposed herein. References should be in higher education with a similar education and research make-up as the University if available. Include a description of the services provided. **One (1) of the references should be a discontinued reference in higher education and should state the reason for termination. If there is no discontinued reference in higher education, Vendor shall state another discontinued reference, and the reason for termination.** For all references, Vendor shall provide:

- University/company name
- Contact person
- Contact information
- Length of relationship

## 5.0 SCOPE OF WORK

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### 5.1 GENERAL

The University Development Office Marketing and Communications Department is seeking a trusted partner with the ability to stand up temporary, project-based creative marketing resources on-demand. Ideal resources will be professional, personable, efficient and able to quickly learn and apply existing brand guidelines. They will be able to jump in on new or existing projects as needed to support client's vision and deliver excellence – on-time and on-brand.

### 5.2 OBJECTIVES: REQUIRED PROPOSAL CONTENT

Qualified firms are encouraged to submit a proposal for performing the services described herein. All proposals must be submitted strictly in accordance with the requirements of this RFP. **Failure to include any required information or answers required in the proposal may disqualify an Offeror as a potential Contractor.** Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Offeror's abilities to satisfy the requirements of this RFP. Emphasis shall be on completeness and clarity of content. The information shall be prepared, tabbed and submitted in the order given below. The proposal shall be of sufficient detail to describe the following:

### 5.2

#### 5.2.1 PROPOSED SERVICES

- The Vendor shall describe in writing the services proposed, including work and/or inputs required by UNC-CH staff.
- Address how your services map to the goals of excellence, professionalism, efficiency, and being deadline driven.
- How long does it typically take to get a resource onboarded to a client project after the client notifies you of a need? Is this a metric that you track?

## 5.2.2 COST OF PROPOSED SERVICES

- The University requires a cost estimate for the resources needed to complete the project before any placement is considered or accepted. Provide a copy of your template for an estimate for project-based work.
- State how you propose to be compensated for providing the scope of services (note any grouped service pricing or discounts).
- What do you charge for other than the hourly rate of the consultant? Please state all fees and charges. Provide a Rate Card, if one is utilized.
- Do you bill for meetings about upcoming needs or assignments? If so, please describe how this is handled.
- Provide estimate of any one-time start-up costs associated with implementing the proposed services, including onboarding or set up fees.

## 5.2.3 STATEMENT OF QUALIFICATIONS and EXPERIENCE

- Provide a brief explanation of why your company is qualified to provide marketing, communications, and ancillary services to UNC-CH. Describe the experience of your company in providing marketing and communication services for higher education clients, particularly those in North Carolina.
- Give at least one example of how a consultant was able to help a client meet a tight deadline. State the nature of the work, and how long the task or project took from notification to the due date.
- Give an example of successfully working with client's brand guidelines.
- Provide audited financials for the most recent three (3) years for review. If your company does not have audited financials, provide unaudited financials for the most recent three (3) years.
- Provide evidence of insurance policies meeting the terms of ATTACHMENT B: 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.
- Identify state of your company incorporation.

## 5.2.4 SAMPLE REPORTS and TECHNOLOGY

- Describe whether your company provides an online portal for the client to use for communications and project status tracking? If so, state whether drafts of project work and documents are shared within the portal?
- Describe whether your support of virtual events includes a virtual meeting platform? If so, please state which platform and whether any client training is provided.
- Provide samples of the kind of reports you will be preparing for UNC-CH, including invoicing reports. Describe format and availability options (web based, self-service, file format, etc.) for reports. Provide information on your data security as well as UNC-CH hardware and software requirements.

## 5.2.5 RESPONSE SERVICE

- Describe your customer support model.
- State whether you ever subcontract any work, or are your consultants employees of your company?
- State who would be the point of contact for UNC-CH, and what is their role within your company? Provide a resume for the contact.
- State how many advanced WordPress consultants you have.
- Describe what types of services your marketing managers provide.
- Describe what type of support you provide for virtual events. State whether there are any limitations on weekend or evening support for events, and whether evening and weekend hours are charged at the same rates.
- State how many consultants you have with development (fundraising) marketing experience. Describe the development (fundraising) marketing skills of your most experienced consultant.
- Describe your company's philosophy on client conflict resolution; for example, if it is not possible to meet a client's deadline, a particular expectation, or related to a billing dispute.

## 5.2.6 CLIENTS

- Provide a list of clients for whom you have provided fundraising marketing and communications services during the past three (3) years; ideally the clients will include large, public research universities. **Note that this question is required in addition to the required References in Section 4.4.**

## 5.2.7 FUTURE OPTIONAL SERVICES

- Future optional services to be considered are services ancillary to fundraising marketing and communications and could include consulting services. If you describe your capabilities to perform these services, please do so in this Section. Note that the capability to provide these future services is not part of the selection criteria for this RFP but may be considered by the University.

### 5.3 TASKS

Vendor must be able to provide multiple readily available professional marketing resources with a proven track record of success. Resources should be made available within 24-48 hours of the request and have immediate availability. Ideal resources will be professional, personable, efficient and able to quickly learn and apply existing brand guidelines. Project support may be strategic or tactical in nature. Timelines for these projects will vary depending on the nature and complexity of the project. All projects will be tied to private giving.

UDOM reserves the right to refuse provided resources who do not meet the University or AMA's [professional standards: https://www.ama.org/codes-of-conduct/](https://www.ama.org/codes-of-conduct/). Professional standards at the University of North Carolina at Chapel Hill can be found [here: https://ethicspolicy.unc.edu/about/ethics-integrity/](https://ethicspolicy.unc.edu/about/ethics-integrity/).

- Copy writing, proofreading and editing
- Digital developers and coders (WordPress)
- Graphic designers (Adobe Creative Suite)
- Marketing generalists and marketing managers
- Photography, video, and animated graphics
- Project management
- User experience (UX)
- Virtual events support

### 5.4 PROJECT ORGANIZATION; PERSONNEL

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. Vendor shall provide information as to the qualifications and experience of the personnel to be assigned to this project, including resumes citing experience with similar projects.

### 5.5 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**The remainder of this page is intentionally left blank**

**Attachments to this RFP begin on the next page.**

***[NOTE: If any Attachment is omitted or the order is changed, references to specific attachments within the RFP must also be modified to match.]***

## ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. .
3. **ACCEPTANCE AND REJECTION:** The University reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the University reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the University, cancellation or other changes in the intended project, or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the University.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) University Contract Terms and Conditions attached as ATTACHMENT B; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
8. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
  - All copies of the proposal are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format that allows for easy removal, filing, and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order #150 (1999), the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
10. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any proposal by a North Carolina resident Vendor. The “Principal Place of Business” is defined as the principal place from which the trade or business of the Vendor is directed or managed.
11. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the University will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
12. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of a contract resulting from this solicitation, the Vendor shall submit a written request addressed to the University purchasing officer that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims. **Note:** A contract award notice (purchase order) is sent only to the Vendor actually awarded the contract and not to every person or firm responding to a solicitation. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
13. **MISCELLANEOUS:** The singular of any word or phrase shall be read to include the plural and vice versa.
14. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the University until after the award of the contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the University, or any other representative of the University concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the University directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the University any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor’s proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the University, from the contract award. Only those communications with the University authorized by this RFP are permitted.
15. **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor’s letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
16. **INFORMAL COMMENTS:** The University shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the University during the competitive process or after award. The University is bound only by information provided in this RFP and in formal Addenda issued

through IPS.

17. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the University of North Carolina at Chapel Hill will not reimburse any Vendor for any costs incurred prior to award.
18. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
19. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, etc., for each proposed subcontractor that is required to be provided for Vendor itself.
20. **INSPECTION AT VENDOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to contract award, and during the contract term as necessary for the University determination that such equipment/item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

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# ATTACHMENT B: UNIVERSITY CONTRACT TERMS AND CONDITIONS

## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the Agreement"), is made, entered into and effective as of \_\_\_\_\_ (the Effective Date"), by and between \_\_\_\_\_ ("Vendor"), and UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL ("UNC"). The following additional terms and conditions shall be applicable to any Statement of Work or Rate Letter (each "Statement of Work" or "Rate Letter"), entered into by and between the parties for any specific transaction or assignment.

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

1. **DEFINITIONS.** As used herein,
  - a) "Agreement" or "Contract" means these General Terms and Conditions for Procurement of Commodities and Services and incorporating the University's Purchase Order and any Statement of Work executed by the Parties under this Agreement.
  - b) "Parties" means the University and the Vendor (each, individually, a "Party").
  - c) "Products" means all equipment, merchandise, hardware, goods, and documentation to be delivered hereunder to University by Vendor in accordance with the Solicitation Document and/or Purchase Order(s), as applicable.
  - d) "Purchase Order" means the document used by the University to order Products and/or any type of Service provided by Vendor in sufficient detail to allow Vendor to accept and accurately fulfill the University's order, and including terms describing price, quantity, invoicing and delivery addresses, and purchasing agent contact information.
  - e) "Services" means all services to be performed by Vendor for University under this Agreement, the Solicitation Document, and/or the Purchase Order(s), as applicable.
  - f) "Solicitation Document" means the University's request for proposal, request for information, invitation for bid, and/or other solicitation document issued by the University to solicit offers for the Products and Services.
  - g) "Statement of Work" means a document that defines, for each project under this Agreement, the (1) work activities to be performed by Vendor, (2) payment rates, (3) additional payment terms (if any), (4) Products and/or Services, (5) work schedule governing Vendor's provision of Services, and any other relevant information the Parties wish to include.
  - h) "University" means The University of North Carolina at Chapel Hill and its successors and assigns.
  - i) "Vendor" means the Party providing the Products and/or Services to the University under this Agreement, and its successors and assigns.
2. **PAYMENT TERMS.**
  - 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 Services, whichever is later.
  - b) *Payment to third party.* Upon written request approved by the University and solely as a convenience to the Vendor, the University may: (i) forward the Vendor's payment check directly to any person or entity designated by the Vendor, and (ii) include any person or entity designated by Vendor as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the University to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all contract obligations.
3. **TAXES.** Any applicable taxes shall be invoiced as a separate item. Invoices shall not include North Carolina Sales & Use Tax. The University is exempt from North Carolina Sales & Use Tax for all qualifying purchases. The University's North Carolina Sales & Use Tax exemption number is 400028. The University shall not be responsible for income or property taxes which are responsibility of the Vendor.

**4. TRANSPORTATION OF PRODUCTS.** Intentionally left blank

**5. STANDARDS.**

a) *Manufacturing Requirements.* Intentionally left blank

b) *Energy Star Compliance.* Intentionally left blank

c) *Quality Assurance.* Intentionally left blank

d) *Site Preparation.* Intentionally left blank

e) *Specifications.* Intentionally left blank

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

**6. TRAVEL EXPENSES.** Unless otherwise agreed by the Parties, Vendor may be reimbursed for documented travel expenses arising under the performance of this Agreement at the out-of-state rates set forth in North Carolina General Statute §138-6; as amended from time to time. Vendor personnel whose travel expenses are to be paid or reimbursed by University funds are subject to University travel regulations, which are located at [https://unc.policystat.com/policy\\_search/reference/?terms=65256&search\\_query=](https://unc.policystat.com/policy_search/reference/?terms=65256&search_query=).

Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles, and to require employees to share rental vehicles whenever the Services to be provided reasonably allow. Unless otherwise agreed by the Parties, all Vendor-incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt, and shall be paid by the University within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the University unless otherwise agreed by the Parties. The University will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services for which it is necessary to be on site under this Agreement.

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

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

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

**10. QUALIFIED PERSONNEL; INTERVIEWS.** For services procurements, Vendor shall ensure that qualified personnel of the Vendor will provide the Services under this Agreement in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the applicable industry. Prior to Vendor commencing the provision of the Services and upon the University's request, the University shall have the opportunity to review resumes and conduct interviews of the personnel who Vendor proposes to deploy to provide the Services to the University. If the

University is not satisfied with the proposed personnel, the University may request acceptable substitute personnel to be provided by Vendor.

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

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

**13. INSPECTION AT VENDOR'S SITE.** Intentionally left blank.

**14. CONDITION AND PACKAGING.** Intentionally left blank

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

**16. INSURANCE COVERAGE.**

- a) *Generally.* Vendor's insurance policies shall meet all laws of the State of North Carolina and shall be obtained from companies licensed or approved to do business in the State of North Carolina with an A.M. Best rating of not less than A-VII. The minimum coverage limitations indicated below shall not be interpreted as limiting Vendor's liability and obligations under this Agreement. University shall not be deemed or construed to have assessed the risk that may be applicable to Vendor. Vendor shall assess its own risks and, if it deems appropriate, maintain higher limits and broader coverages. University shall be listed as an additional insured. Vendor will provide thirty (30) days advance notice to University, either directly or through the insurer, of any cancellation or non-renewal of a policy. The insurance policies must be written on a primary basis and any insurance or self-insurance maintained by University shall be non-contributing.
- b) *Commercial General Liability.* Vendor, at its sole cost and expense, shall maintain Commercial General Liability (CGL) insurance (ISO form CG0001 or equivalent) with the following minimum limits of liability: (i) General Aggregate: \$2,000,000; (ii) Products/Completed Operations Aggregate: \$2,000,000; (iii) Personal/Advertising Injury: \$1,000,000; and (iv) Each Occurrence Limit: \$1,000,000. Umbrella or excess liability insurance may be used to meet the CGL coverage limit requirements.
- c) *Workers' Compensation Insurance.* Vendor, at its sole cost and expense, shall maintain Workers' Compensation Insurance in accordance with the limits and terms required by the laws of North Carolina, as well as Employers' Liability coverage with minimum limits of \$500,000, covering all of Vendor's employees who are engaged in any work under this Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under this Agreement.
- d) *Automobile Liability Insurance.* Vendor, at its sole cost and expense, shall maintain Automobile Liability Insurance, to include liability coverage, covering all owned, non-owned, employee non-owned, leased, and hired vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage per accident. Umbrella or excess liability insurance may be used to meet the Automobile Liability coverage limit requirements.

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

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

## **19. PERFORMANCE AND DEFAULT.**

- a) If, through any cause, the Vendor shall fail to fulfill in timely and proper manner the obligations under this Agreement, the University shall thereupon have the right to terminate this Agreement by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this Agreement prepared by the Vendor shall, at the option of the University, become the University's property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Vendor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this Agreement, and the University may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined. The University reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the University.
- b) In case of default by the Vendor, the University may cancel and procure the articles or Services from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor, the University may initiate proceedings with the State of North Carolina to de-bar the Vendor from doing future business with agencies of the State of North Carolina.
- c) The Vendor shall be in default if it submitted a certification for price-matching preference under Executive Order #50 and G.S. § 143-59 that was false and/or contained materially misleading or inaccurate information, and/or the Vendor failed to provide information and documentation requested by the University to substantiate Vendor's certification. The State of North Carolina may take action against the Vendor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

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

**21. CANCELLATION (EXECUTIVE ORDER #50 CONTRACTS).** Intentionally left blank

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

## **23. CONFIDENTIALITY; CARE OF INFORMATION.**

- a) *Confidentiality.* Any information, data, documents, studies and reports given to or prepared or assembled by the Vendor under this Agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
- b) *Response to Third-party Requests for University Data.* If Vendor is served with a subpoena related to University data, then, unless prohibited by law, Vendor will provide prior notice of such subpoena to the University to allow the University an opportunity to seek injunctive relief before disclosure of the information.
- c) *Protection of Vendor Trade Secrets under NC Public Records Act.* The University will maintain the confidentiality of Vendor's "trade secrets", in accordance with N.C. Gen. Stat. §132-1, et. seq. (the "NC Public Records Act"). Trade secrets are defined by North Carolina statute as "business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that derives independent actual or potential commercial value from (i) not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy" (See N.C. Gen. Stat. §66-152). Vendor shall designate the portions of the materials it delivers to the University that meet this definition of "trade secrets," or that otherwise are exempt from disclosure under the NC Public Records Act, by printing "CONFIDENTIAL" in boldface at the top and bottom of the applicable pages or sections. Under the North Carolina Administrative Code, price information shall not be deemed confidential (NCAC Title I, Chapter 5B.1501). In spite of what is labeled as confidential, the determination as to whether the information is subject to disclosure shall be determined by North Carolina law.

- d) *Protection of University's Sensitive and Confidential Information.* Vendor shall safeguard and protect Sensitive and Confidential Information of the University in accordance with all applicable laws and regulations and consistent with ISO/IEC 27000 series information security best practices. "Sensitive and Confidential Information" means any, but not limited to, the following: "Personal Information" under the North Carolina Identity Theft Protection Act of 2005, confidential "personnel information" under the North Carolina Human Resources Act, "Protected Health Information" under the Health Insurance Portability and Accountability Act (HIPAA), student "education records" under Family Educational Rights and Privacy Act (FERPA), "customer record information" under Gramm Leach Bliley Act (GLBA), "cardholder data" as defined by the Payment Card Industry Data Security Standard (PCI-DSS), and any information protected from disclosure under the North Carolina Public Records Act. Sensitive and Confidential Information must be restricted by Vendor to those with a legitimate business need for access to such information. For purposes of illustration, Sensitive and Confidential Information may appear in research data, public safety information, financial donor information, information concerning select agents, system access passwords, information security records, and information file encryption keys.
  - e) If Vendor becomes aware of a confirmed or suspected exposure of Sensitive and/or Confidential University Information, Vendor shall notify the UNC-Chapel Hill Help Desk (919-962-HELP) and ask that a "critical Remedy ticket" be created with the University's Information Security Office. Vendor shall provide a telephone number at which the reporting party can be reached for more detail. The Help Desk takes calls 24x7x365. Vendor shall not provide any information regarding the risk to Sensitive Information or Confidential Information until contacted via telephone by a UNC-Chapel Hill incident handler. Upon being contacted by the incident handler, the Vendor agrees to provide UNC-Chapel Hill with access to any information that is pertinent to the investigation of the possible compromise of UNC-Chapel Hill's sensitive information or mission critical system, including, but not limited to: log data, metadata and forensic images.
  - f) *Grant of Limited Right to Use University Data.* Subject to the terms and conditions of this Agreement, University grants to Vendor a non-exclusive, non-transferable, limited right to use University data received or accessed by Vendor in the course of performing services under this Agreement. All right, title and interest in the data shall remain with the University or end users, as applicable. Vendor may not access and/or duplicate the data for any reasons other than those stated herein without the prior written consent of University.
  - g) *Limitations on Use of University Data.* Vendor shall not collect, mine, save, disclose, or otherwise use any end user personal information or University data for any purpose other than to provision and support the services expressly contemplated under this Agreement.
  - h) *FERPA Acknowledgement.* If the Vendor's Services involve the hosting or accessing of student education records, Vendor acknowledges and agrees that (i) the University has outsourced to Vendor the performance of institutional services or functions for which the University would otherwise use its own employees, (ii) Vendor is considered to be a "school official" with "legitimate educational interests" in "personally identifiable information" from "education records" of University students, as those terms have been defined under FERPA (34 CFR 99), (iii) Vendor is under the direct control of the University with respect to Vendor's use and maintenance of data in the education records, and (iv) Vendor will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Vendor will use such data only for the purpose of fulfilling its duties under this Agreement, and will not monitor or share such data with or disclose it to any third party except as required by law, or authorized in writing by the University.
- 24. IMPLEMENTATION; CONFLICTS/INCONSISTENCIES.** This Agreement shall be implemented by a University Purchase Order. For purposes of construing a transaction as an integrated contract, the following shall be considered a single transaction and a legal and binding contract: (i) the University Purchase Order(s); (ii) any signed Statement of Work or other document directly related to this Agreement that has been signed by authorized representatives of both parties; (iii) the Solicitation Document; (iv) this Agreement; and (v) Vendor's technical and cost proposals submitted in response to the Solicitation Document. In the event of a conflict or inconsistency between these contract documents, the order of precedence shall be the order listed above, where clause "(i)" receives the highest priority and clause "(v)" receives the lowest priority.

**25. AMENDMENTS/CONTRACT AUTHORIZATION.**

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

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

**27. EXPORT CONTROL CLASSIFICATION.** Intentionally left blank

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

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

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

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

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

By their execution below, the parties hereto have agreed to all of the terms and conditions of the Agreement as of the Effective date.

Company Name: \_\_\_\_\_

Company Name: UNC Chapel Hill

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Catherine T. Peglow

Title: \_\_\_\_\_

Title: Contingency Workforce Commodity Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C: PRICING**

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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

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

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

1. List the location(s) outside the United States where work under this contract will be performed by the Vendor, any subcontractors, employees, or other persons performing work under the contract:
  
  
  
  
  
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other subcontractors that will perform work outside the U.S.:

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

NOTE: All Vendor personnel and subcontractor personnel providing call or contact center services to the University of North Carolina at Chapel Hill 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:**

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# ATTACHMENT E: INSTRUCTIONS TO VENDORS FOR SUBMISSION OF INVOICES

## Connect CAROLINA

## Submitting an Invoice against a PO

### Using VISP (Vendor Invoice Submission Page)

1. Navigate to <https://vendor.itsapps.unc.edu/visp/vendor>

2. Enter the PO, Invoice and Contact information.

Note: All fields are required.

3. Click the Validate button.

Note: When you click the Validate button, the system verifies that there is a valid PO associated with the Vendor ID. It also checks that the invoice you are submitting hasn't already been processed. If you receive an error, double-check the information you entered and click Validate again. If you continue to receive errors, contact Procurement Services or call the help desk at 962-HELP.

The screenshot shows the 'UNC Vendor Invoice Submission Page' with the following fields and values:

Validate Purchase Order	
Enter PO and Invoice Information and click Validate. All fields are required.	
UNC Business Area:	UNC-CH
Vendor ID:	0000022727
PO ID:	2000091150
Invoice Number:	010-23456-A
Invoice Date: (D: 9/30/2014)	09/14/2014
Contact Name:	John Smith
Contact Email:	jsmith@yourcompany.com
Contact Phone: (D: 919 555-1212)	919 555-3333

4. Click the Browse button.

The screenshot shows a file upload interface with the following elements:

- Text: "Browse to Select Invoice file(s) and then click Upload"
- Button: "Browse..."
- Text: "No files selected."
- Note: "Note: Maximum file size is 1 MB"

5. Select the appropriate file, such as an invoice or supporting documentation.

Note: Each file must be 1.5 MB or less in size and must be in PDF format. To reduce the size, try scanning your documents in black and white instead of color. Scanning at a lower resolution, such as 200 or 300 dpi (dots per inch) will decrease file size as well.

6. Click OK.

7. Click the Upload button.

The screenshot shows three buttons: "Upload", "Clear", and "Invoice Complete".

Note: All invoices submitted should include the receipt number and/or line payment instructions as well as any other special instructions that are needed.

8. When you are done attaching files, click the Invoice Complete button.

The screenshot shows three buttons: "Upload", "Clear", and "Invoice Complete". The "Invoice Complete" button is highlighted with an orange border.

