

# **STATE OF NORTH CAROLINA**

**University of North Carolina at Wilmington**

**Request for Proposal #: 72-PALG26086**

**UNCW Student Success & Retention Solution**

**Date of Issue: June 17, 2026**

**Proposal Opening Date: July 28, 2026**

**At 2:00 PM ET**

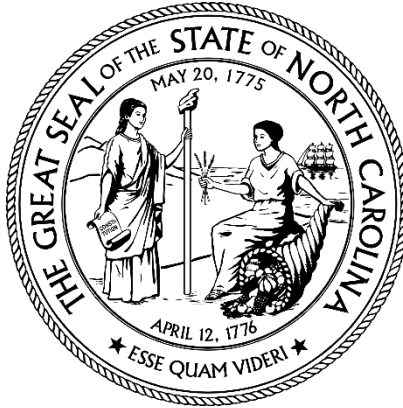
**Direct all inquiries concerning this RFP to:**

Antoine Glasper, CPPO

Associate Director, Purchasing Services

Email: [glaspera@uncw.edu](mailto:glaspera@uncw.edu)

Phone: 910-962-3850



## STATE OF NORTH CAROLINA

### Request for Proposal #

**72-PALG26086**

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

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

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Vendor Name

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Vendor eVP#

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

<https://vendor.ncgov.com/vendor/login>

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

<b>STATE OF NORTH CAROLINA</b> <b>University of North Carolina at Wilmington</b>	
<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> <i>Antoine Glasper, UNCW Purchasing Services</i> <i>glaspera@uncw.edu</i>	<b>Request for Proposal #: 72-PALG26086</b> <b>Proposals are due no later than 2:00 pm ET on July 28, 2026</b>
<b>Using Agency: UNC-Wilmington</b>	<b>Proposals will be publicly opened via zoom on July 28, 2026 at 3:00 pm ET</b>
<b>Commodity No. and Description:</b> <b>81110000 / Software Solution</b>	

**EXECUTION**

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
<b>VENDOR'S AUTHORIZED SIGNATURE*:</b>	<b>DATE:</b>	EMAIL:

Proposal Number: 72-PALG26086

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

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

**ACCEPTANCE OF PROPOSAL**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

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

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## 1.0 PURPOSE AND BACKGROUND

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The University of North Carolina Wilmington (“**UNCW**”) seeks to modernize its student success infrastructure to strengthen retention, enhance student satisfaction, and deliver a more coordinated, data-driven approach to supporting students throughout their academic journey. As student needs grow in complexity, UNCW aims to shift from reactive support models to a proactive, equity-minded strategy grounded in timely insights, predictive analytics, and coordinated outreach. This initiative aligns with the university’s strategic priorities to increase enrollment to 23,000 students, achieve a 90% retention rate, and improve academic achievement, career preparedness, engagement, and holistic wellbeing.

Through this RFP, UNCW intends to procure a comprehensive Student Success and Retention (“**SSR**”) platform that enables early identification students at-risk of not persisting, monitors academic progress, and supports holistic student wellbeing. The desired solution will integrate multidimensional student data, automate workflows, and facilitate targeted, timely interventions. The goal is to move from reactive data and support to proactive predictive analytics and automated workflows. By unifying communication and care coordination across departments, the platform will empower faculty, advisors, and student support professionals to collaborate effectively and ensure that every student has a clear pathway to success.

The SSR unit will serve as the central hub for implementation and ongoing use of the platform, leading persistence initiatives, early alert processes, and cross-campus outreach. A modernized system will allow the unit to scale impact, streamline operations, and provide personalized support, advancing its mission to remove barriers and promote student success for all Seahawks.

UNCW’s current system, Starfish, is limited in scope and was not designed to support enterprise-wide predictive analytics or comprehensive retention strategies. Its limited adoption across campus has resulted in fragmented processes and reduced coordination among key stakeholders. As enrollment grows and institutional goals become more ambitious, a more robust and scalable platform is required to enable proactive engagement, real-time insights, and integrated support at scale.

The successful implementation of a new SSR platform will depend on strong integration with UNCW’s existing systems – including Ellucian Banner, the enterprise data warehouse, and platforms such as Canvas, Slate, Degree Works, and Microsoft 365 – as well as cross-functional collaboration, data governance, and mobile accessibility. The university seeks a solution that provides seamless, low-latency, bi-directional data exchange, supports predictive modeling, and maintains a secure, unified source of truth.

Ultimately, this initiative represents a critical investment in UNCW’s commitment to student success, enabling a unified, technology-enabled ecosystem that anticipates student needs, enhances institutional effectiveness, and drives measurable improvements in persistence, retention, and graduation outcomes.

### 1.1 CONTRACT TERM

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

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

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

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

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

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

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

### 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	June 17, 2026
Submit Written Questions	Vendor	No later than 12pm ET on June 30, 2026
Provide Response to Questions	State	No later than July 7, 2026
Submit Proposals	Vendor	No later than <b>2:00pm ET on July 28, 2026</b>
Vendor Presentations (if applicable)	Vendor	Mid-September
Contract Award	State	October 1, 2026
Contract Effective Date	State	October 1, 2026

## 2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [glaspera@uncw.edu](mailto:glaspera@uncw.edu) by the date and time specified above. Vendors should enter “RFP # 72-PALG26086 Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and page number.

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

## 2.6 PROPOSAL SUBMITTAL

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

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
<p><i>PROPOSAL NUMBER: 72-PALG26086</i>  <i>Attn: Antoine Glasper</i>  <i>UNCW Purchasing Services</i>  <i>601 S. College Road</i>  <i>Wilmington, NC 28403</i></p>	<p><i>PROPOSAL NUMBER: 72-PALG26086</i>  <i>Attn: Antoine Glasper</i>  <i>UNCW Central Receiving</i>  <i>5179 Lionfish Dr.</i>  <i>Wilmington, NC 28403</i></p>

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

- a) Submit a **signed, one (1) original executed proposal response**, one (1) un-redacted copy on flash drive and, if required, one (1) redacted (Proprietary and Confidential Information Excluded) copies on flash drive of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) Copies of proposal files must be provided on separate read-only flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

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

## 2.7 PROPOSAL CONTENTS

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

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

- a) Cover Letter, must include a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP to include the responses to Questions to Vendors in **Section 5.2** of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## 2.8 ALTERNATE PROPOSALS

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

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards

will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

The proposal from each responding firm will be opened publicly via zoom on July 28, 2026 at 3:00 pm ET. **Vendors wishing to participate in the virtual public opening can attend via the following link:** <https://uncw.zoom.us/j/88162969871?pwd=oCojHtpAHDnBRzaG1pLbr6ahk9sw4z.1>. Only the Vendor's name will be announced during the public opening. Interested parties are cautioned that the proposals are subject to further evaluation for completeness and correctness.

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

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

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

### 3.4 EVALUATION CRITERIA

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

**Cost (30%)**

**Technical Specifications (65%)**

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

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

### 3.6 INTERPRETATION OF TERMS AND PHRASES

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

## 4.0 REQUIREMENTS

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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 State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

### 4.1 PRICING

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

### 4.2 INVOICES

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

Proposal Number: 72-PALG26086

Vendor: \_\_\_\_\_

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

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: UNCW, Attn: Accounts Payable, 601 S. College Road, Wilmington, NC 28403. A copy must also be sent to the University Contract Administrator whose information will be provided after contract award.
- c) Invoices must bear the correct purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- d) Invoices include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor broken out by building (if applicable).

### **4.3 FINANCIAL STABILITY**

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

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

### **4.4 HUB PARTICIPATION**

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

### **4.5 BACKGROUND CHECKS**

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

### **4.6 PERSONNEL**

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

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

Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### 4.7 VENDOR’S REPRESENTATIONS

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

#### 4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

### 5.0 SPECIFICATIONS AND SCOPE OF WORK

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#### 5.1 GENERAL REQUIREMENTS

##### A. Predictive Analytics Engine

1. The platform shall:
  - a. Analyze historical and continuous, low-latency, bi-directional data to identify student success factors and at-risk persistence indicators.
  - b. Generate individualized risk scores and propensity models for retention, course success, and term-to-term persistence.
  - c. Provide transparent model explanations to support sustained faculty engagement, advising case management, campus partners utilization, and student success and retention understanding and intervention planning.
  - d. Continuously refine models using machine learning and updated institutional data.
  - e. Provide documentation of all input variables used in predictive models.
  - f. Identify minimum data completeness thresholds required for a valid model performance.
  - g. Describe how missing or delayed data affects risk scoring outputs.
  - h. Demonstration of bias testing methodologies and equity impact monitoring.
  - i. Provide validation of metrics based on institutions with similar characteristics.
  - j. Describe risk model recalibration frequency.
  - k. Describe drift detection methodologies.
  - l. Describe their processes and practices of institutional access to performance metrics by subpopulation.
  - m. Describe implemented predictive algorithms.
  - n. Explain how model and algorithm bias and overfitting are discovered and addressed.

##### B. Machine Learning Modeling

1. Explainability & Transparency – The platform shall:
  - a. Describe machine learning technologies.

- b. Provide clear, interpretable insights into why it identifies a student as at-risk.
  - c. Transparent model explanations - detail how explainable AI is implemented in the platform, e.g. by showing key predictors or reasons for each risk alert, rather than just a mysterious score.
  - d. A well-designed AI-powered system should augment human decision-making, not replace it.
  - e. Explain how model and algorithm bias and overfitting are discovered and addressed.
2. Customization & Maintenance
    - a. Models must be configurable to UNCW's context and allow adjustment of variables or weighting.
    - b. Vendors should explain how models are updated or retrained over time and how accuracy is maintained.
  3. Evidence of Effectiveness
    - a. Provide clarity on what the AI actually does (predictive modeling, alerts, chatbot support, etc.).
    - b. Provide supporting evidence such as case studies or measurable impact from comparable institutions.
  4. Data Use
    - a. If the platform's AI models are trained using our student data - UNCW retains ownership of our data and any derivative models.
    - b. Machine learning models trained on UNCW data cannot be used or shared externally without permission, or that an institution-specific model option is available for privacy.
  5. Documentation of safeguards  
Provide AUC testing reports, equalized odds and fairness testing, bias audits, and revalidation after any policy/practice changes.

**C. Data Integration & Analysis – Student Success and Persistence Factors**

1. The system shall ingest and analyze:
  - a. Academic performance trends related to UNCW student population - including but not limited to - pre-admission data, course withdraws, transfer credit, intended major, high school GPA, term GPA, CGPA, academic history, course load, credit accumulation, residency, early college, gateway courses, DFWI, academic standing, registration status, and UNI)
  - b. Roster verification, attendance, missing/late assignments, in danger of failing, low quiz/test scores, and LMS patterns
  - c. Course modality and progression alignment with degree pathways
  - d. Prerequisite completion and academic momentum metrics
  - e. Campus Resource Referrals (i.e. University Learning Center)
  - f. Pre-admission data (e.g. High school transcripts, application data and submission dates, etc.)
  - g. Stop-out and drop-out risk indicators
  - h. Financial aid status, unmet need, and billing holds
  - i. Registration behavior and course withdrawal patterns
  - j. First-year transition indicators and gateway course performance
  - k. Easily identifiable student account holds that may affect progression (registration, graduation).

**D. University's Definition of Student Success: Four Dimensions**

1. Academic Advancement Metrics – The system shall track:
  - a. Degree audit progression and on-time completion likelihood

- b. Milestone achievements (e.g., credit thresholds, major declaration, timely degree progress)
  - c. Advising interactions
  - d. Academic planning adherence
  - e. Utilization of learning and advising resources
  - f. Setting short and long-term educational goals
  - g. Major and minor modifications
  - h. Academic standing
  - i. Engagement in all academic courses
2. Career Exploration & Engagement – The platform shall integrate:
    - a. Career services interactions and appointment history
    - b. Internship and experiential learning participation
    - c. Career assessment results and pathway exploration activity
    - d. Career Planning Engagement
    - e. Academic program and career goals alignment
    - f. Faculty, student success, and professional network access
  3. Engagement & Belonging Indicators – The platform shall incorporate:
    - a. Co-curricular involvement and student organization participation
    - b. Orientation and first-year experience engagement
    - c. Campus resource utilization (tutoring, advising, wellness services)
    - d. Communication responsiveness and digital engagement patterns
    - e. Facilitation of meaningful relationships with peers, faculty and staff
    - f. Tracking of participation in learning and social activities outside of the classroom
    - g. Tracking of participation in high impact practices (HIPs) including research, study abroad, internships, community service and learning communities
    - h. Alumni engagement
  4. Holistic Wellbeing Metrics – The system shall support:
    - a. Robust, customizable, self-reported wellbeing surveys with branching logic
    - b. Behavioral indicators of stress, isolation, or disengagement
    - c. Referrals to counseling, basic needs support, and wellness programs
    - d. Integration with early alert systems and care team workflows
    - e. Identifying and triaging basic needs and financial stability, including housing, food security, and financial health
    - f. Managing one’s appointments to access campus resources for wellbeing support

**E. Intervention & Communication Capabilities**

1. Early Alerts & Case Management – The platform shall:
  - a. Provide faculty and staff with streamlined early alert submission tools
  - b. Route alerts to appropriate support teams based on risk type and urgency
  - c. Track case notes, follow-ups, and resolution outcomes
  - d. Customizable case-load queries
  - e. AI-enhanced emotionally attuned messaging that is customizable
2. Automated & Targeted Communication Campaigns – The system shall:
  - a. Trigger campaigns based on predictive risk scores, milestones, or behaviors
  - b. Support multi-channel outreach (email, SMS, in-platform messaging)
  - c. Personalize messaging using student attributes and engagement history
  - d. Schedule messaging
  - e. Provide analytics on campaign effectiveness and student response rates
  - f. Accurately create student lists for communications based on multiple data filters (ex: registered for upcoming term, no holds, in a certain cohort, etc.)
  - g. Create, send, and track bi-directional communication campaigns
3. Reporting & Dashboards – The platform shall deliver:

- a. Extractable raw data
- b. Generate actionable insights through reporting and analytics
- c. Configurable dashboards for advisors, faculty, staff, and administrators to analyze historical and continuous, low-latency, bi-directional data to identify student success factors and at-risk persistence indicators
- d. Cohort-level insights that examine comprehensive holistic gaps, retention trends, and intervention impact
- e. Customizable reports for accreditation, grant reporting, and strategic planning
- f. Exportable data for institutional research and continuous improvement
- g. Reports and dashboards that show all bi-directional communications between students, faculty, and staff (communication, referrals, appointments, etc.)

**F. Implementation & Support**

- 1. Implementation Services – Vendor shall provide
  - a. Data mapping and integration with ERP, LMS, CRM, and career systems
  - b. Model calibration using institutional historical data
  - c. User training for advisors, faculty, staff and student support teams
  - d. Change management and adoption support
- 2. Ongoing Support – Vendor shall ensure:
  - a. Continuous model updates and platform enhancements
  - b. Dedicated customer success support
  - c. Regular performance reviews and optimization recommendations

**G. Outcomes & Impact**

- 1. The platform will enable the institution to:
  - a. Improve retention and completion through proactive, data-informed interventions
  - b. Address (Strengthen, provide metrics for) the four metrics of the Student Success Definition (Academic Achievement, Career Exploration, Engagement, and Holistic Wellbeing)
  - c. Enhance advisor efficiency and coordination across support units
  - d. Identify retention gaps and deploy targeted strategies to close them
  - e. Enhance students’ connections with campus resources and engagement with campus life

**H. Data Quality Governance Alignment**

- 1. UNCW is working towards adherence to DAMA's Data Quality Framework (DMBOK). Vendors must demonstrate how their platform shall:
  - a. Define and measure data quality across dimensions, which includes accuracy, completeness, consistency, timeliness, validity, uniqueness, and integrity.
  - b. Identify and report data anomalies, missing data, and structural inconsistencies.
  - c. Provide transparency into how data quality impacts predictive modeling outputs.
  - d. Support institutional governance structures responsible for data stewardship and data.

**I. Cloud Based Solution**

- 1. If the proposed solution is cloud-based, several critical considerations must be addressed to ensure the security, integrity, and long-term stewardship of UNCW’s institutional data. Vendors must demonstrate clear policies, safeguards, and operational practices that align with the university’s compliance requirements, risk-management standards, and expectations for responsible data governance.
- 2. Any cloud-based platform must include a formal declaration affirming UNCW’s full ownership of all institutional data and any derived intellectual property. Vendors must provide comprehensive privacy policies outlining how customer data is protected, as well as detailed statements describing their data-security practices, controls, and commitments. All UNCW data must remain within the jurisdiction of the United States, and access to that data must be strictly limited to personnel with a legitimate business need.

3. The proposed solution must also include clear documentation of data-backup and restoration capabilities, including the conditions under which a restore may be requested. Vendors must affirm that they maintain current disaster-recovery and business-continuity plans to ensure operational resilience. Compliance with FERPA is mandatory, and vendors must provide policies and procedures for responding to data breaches or any unauthorized access, including defined notification timelines, communication protocols, and vendor responsibilities.
4. To safeguard data in transit, vendors must confirm that all UNCW data will be encrypted when transferred over public networks or physical media and must specify the encryption methods used. Additionally, vendors must outline the terms and processes for returning all institutional data to UNCW at the conclusion of the partnership, along with certified data destruction procedures.
5. Finally, vendors must describe their data-escrow provisions, ensuring that UNCW can retrieve its data in the event of a prolonged dispute or if the provider ceases operations. These requirements collectively ensure that any cloud-based solution meets the university's expectations for security, compliance, continuity, and responsible data stewardship.

**J. Sample of required campus-wide student success & retention platform needs**

1. **Automated Alerts & Campaigns:** Timely notifications for milestones, deadlines, and personalized reminders help students stay on track.
2. **Personalized Support:** Students see a clear timeline of tasks, appointments, deadlines, and holds helping them navigate campus resources efficiently in a clear, prioritized sequence.
3. **Targeted Interventions:** Advanced predictive models identify students most likely to struggle, allowing earlier intervention than early alerts alone, improving the effectiveness of retention initiatives.
4. **Actionable Insights:** Leadership, support staff, and advisors can prioritize outreach based on risk scores and patterns of student behavior.
5. **Comprehensive Reporting:** Campus leaders gain a holistic view of engagement, retention, and intervention outcomes, and trends in student success across cohorts.
6. **Complete Student Profiles:** Provides a campus-wide holistic view of a student's academic, social, and support needs—more robust than current progress report approach.
7. **Actionable Insights:** Dashboards provide real-time data to track engagement and retention outcomes.
8. **“Study Buddies” / Peer Connections:** Features that let students connect with peers in same classes or cohort, building community which supports retention through belonging.
9. **Risk Criteria Cohorts:** Student Success & Retention can create cohorts based on risk criteria (GPA, credits earned, major, enrollment status) to outreach proactively to those who may drop out.
10. **Faculty Checkpoints:** Faculty can submit progress at checkpoints (e.g., after first four weeks) to identify struggling students early and trigger intentional and proactive outreach.

## 5.2 QUESTIONS TO VENDORS

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

### Technical Capabilities (65%)

#### Section 1: Analytics, Predictive Modeling, and Data Integration Requirements

The primary objective of this initiative is to equip UNCW with tools that enable more efficient use of data and support the timely identification and deployment of resources that enhance student support, retention, and persistence. The following questions and information requests will help the university determine which proposals best align with this goal.

1. Explain the prediction model used to identify students at risk of not being retained. What variables, criteria, indicators, and methodologies are typically included, and to what extent can the model and risk scores view access be customized to address who has access, meet institution-specific needs or challenges such as allowing a student's risk profile to adjust dynamically as specific risks are mitigated or resolved?
2. Describe how the system identifies and diagnoses programmatic, structural, or procedural barriers that may impede student achievement. How does the system analyze the data to generate alerts that prompt immediate interventions.
3. Provide an overview of the system's reporting capabilities and flexibility in adapting data points, including standard reports and visual representations of data points, and the extent to which users can develop customized reports tailored to institutional needs to support decision-making models and reporting.
4. Explain how the system identifies emerging or previously unrecognized risk factors by detecting patterns in student data outside the existing analytic framework.
5. Are components (like predictive model calculations) run in batch overnight even if data is ingested in real-time? Provide the feature improvements/ product upgrades /patching cycle and processes.
6. Can your platform consume real-time events or use webhooks from systems like LMS or ERP to immediately flag changes (e.g., a drop in attendance or a low quiz score), or does it rely on periodic polling of data? Specify typical latency from data generation to alert creation. If low-latency processing is not supported, what is the typical data refresh interval for each integration?

#### Section 1.a: Machine / AI: AI specifics

1. Is the system a predictive modeling engine that you have developed with data from many institutions (if so, how do you ensure it fits UNCW's student population?)
2. Is the system using any third-party AI services—such as machine-learning platforms or large language models—to deliver features like AI-driven student Q&A, and if so, how automated are these capabilities (e.g., continuous data monitoring or automatic intervention triggers), and what safeguards are in place to prevent alert fatigue or ensure the AI primarily supports human decision-making?
3. How do you mitigate bias in their algorithms?
4. Describe what happens if a prediction is wrong – can an administrator override or adjust a student's risk score / status based on their professional judgment?

#### Section 2: Early Alert, Intervention, and Student Support Requirements

UNCW requires effective tools to identify students who may be at risk of not persisting from term to term or year to year, as well as those who may be off track for on-time graduation. These tools must also be able to alert the appropriate campus resources and personnel who can provide timely support. The following section will help UNCW evaluate proposals that address these critical needs.

1. How does the proposed system identify students who would benefit from enhanced support, and to what extent does it rank or prioritize these students to ensure resources are directed to the highest-need or highest-impact areas?
2. What factors or criteria can automatically initiate an alert? Can additional criteria or data points be added to trigger alerts?

3. Who is authorized to initiate an alert, provide information or feedback within the system, what processes govern this action, and how, if at all, can students submit alerts on behalf of others? Is the process anonymous?
4. How does the system access current grades and other relevant data housed in external systems (e.g., SIS, LMS)? Is this data accessed in real time?
5. What console or dashboard mechanisms are available for faculty and staff to quickly evaluate and understand a student's standing relative to performance indicators and risk factors?
6. How does the system support large-scale engagement strategies and multi-step intervention workflows for institution-wide campaigns designed to promote student success?

### **Section 3: User Interface, Communication, and Engagement Requirements**

UNCW views its academic community as vital users of its student success model. This section aims to evaluate how effectively the proposed solution supports accessible, efficient communication, and collaboration across the academic community.

1. Describe the user interface and explain how the design is simple, intuitive, and user-friendly, ensuring the system is a useful tool for both regular and occasional users. Does the system support SSO?
2. To what extent does the proposed solution facilitate and track direct communication/interactions and appointment scheduling among / between faculty, staff, students, and referrals to university services to support interactions during advising or mentoring sessions?
3. Does the system allow extensive note-taking? Describe features related to tracking edits, identifying authors, and recording time and date stamps.
4. How is the system designed to be accessible and intuitive for all user groups?

### **Section 4: Student Engagement and Access Requirements**

Student engagement is central to UNCW's strategy for promoting student success. The university is seeking solutions that actively involve students in the process, empowering them to take an informed and meaningful role in advising their own academic and personal goals.

1. How are notifications issued and received within the system? What methods are available for students, parents or guardians to engage with the proposed system - including how a student can initiate and alert themselves?
2. How will helpful resources be made easily visible, accessible, and attainable to all users within the system?
3. Can prospective or potential students access services offered by the software? If so, describe the scope of access.

### **Section 5: Technical, Security, and Implementation Requirements**

UNCW places a high priority on ensuring that any proposed solution integrates effectively with its existing information technology environment. This section outlines our questions to evaluate how well each solution can leverage our current infrastructure, align with our security standards, and support our operational objectives. The information provided here will help us assess the feasibility, compatibility, and long-term sustainability of each proposed implementation.

1. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

- Customer name and address
- Contact name with email address and phone number
- Time period in which work was performed
- Short description of work performed

2. Describe the general implementation timeline, including major phases, milestones, and required institutional participation. What dedicated human resources are required from UNCW and from the vendor to support implementation and ongoing operations?
3. What kind of support can we expect for the complex data integration work (especially mapping Banner data, LMS data, etc., to their system).
4. Is the proposed solution delivered as an on-premises installation or as a cloud-based service?

If cloud-based, provide details on:

- System and data redundancy and resilience
- Anticipated downtime and notification procedures
- Encryption of data at rest, including encryption methods
- System access and performance standards, including measurement methods, exclusions, and recourse if service levels are not met
- Number and type of security certificates required for hosted services

If on premises, provide details on:

- OS requirements
  - Storage security
  - Database
  - Integrations
  - Application Servers
  - Remote Management
  - Etc...
5. Describe the methods, operations, data flow, and capabilities of each integration for each system listed below (include APIs, data feeds, and real-time or batch processes). Please detail your support for Ellucian Ethos APIs and any certified integration mechanisms with Banner.
    - Standards-based integrations with Ellucian Banner and other key systems
    - Canvas (and other Learning Management Systems (LMS data platforms)
    - Support LTI integration
    - Ellucian Degree Works
    - TutorTrac
    - Microsoft Office 365
    - Microsoft Active Directory
    - Single Sign-On (AD, SAML, LDAP, Azure)
    - Event Management System (EMS)
    - Banner Finance, specifically student financial account data
    - Other relevant systems (e.g., housing, door access, parking)
  6. Describe how your solution will integrate with Ellucian Banner without requiring direct database access.
  7. What underlying database infrastructure options support the proposed solution, and how are they maintained?
  8. Is the proposed solution ADA and FERPA-compliant across all user interfaces, and does it maintain audit logs of all user interactions with student records? Describe accessibility features and compliance standards, third-party security reviews, their frequency, and how reports will be made available to UNCW. (Solution should conform to WCAG 2.1 or higher AA standards)
  9. Describe the test environment to validate new integrations, train users, and test new features or model changes before they go live.
  10. Describe the account types available within the system, how accounts are provisioned, and how security groups and permissions are used to limit and manage access.

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

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

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## 6.0 CONTRACT ADMINISTRATION

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

## **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

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

## **6.2 POST AWARD PROJECT REVIEW MEETINGS**

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

## **6.3 CONTINUOUS IMPROVEMENT**

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

## **6.4 ACCEPTANCE OF WORK**

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

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

## **6.5 DISPUTE RESOLUTION**

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

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

## **6.6 CONTRACT CHANGES**

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

## 7.0 ATTACHMENTS

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### **\*\*IMPORTANT NOTICE\*\***

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

#### **ATTACHMENT A: PRICING (30%)**

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Proposers must provide firm-fixed pricing for all software licensing, hosting, implementation, and standard integration services associated with the Student Success and Retention Solution.

For optional or variable scope services (e.g., additional integrations, custom development, or professional services), proposers may submit pricing on a not-to-exceed (NTE) basis with clearly defined assumptions.

Proposers must provide pricing using the format below and may include a separate attachment with additional supporting detail. The pricing attachment must, at a minimum, clearly separate:

- One-time implementation costs
- Annual subscription/licensing costs
- Annual maintenance and support (if not included)
- Optional/add-on services
- Pricing assumptions (student population, users, modules, etc.)

Contract Term    Total Cost

Year 1            \$ \_\_\_\_\_

Year 2            \$ \_\_\_\_\_

Year 3            \$ \_\_\_\_\_

Year 4            \$ \_\_\_\_\_ (Renewal Option)

Year 5            \$ \_\_\_\_\_ (Renewal Option)

Total Cost of Ownership (5 years): \$ \_\_\_\_\_

Proposers must identify any annual price escalation rates and confirm that pricing for the initial three (3) year term shall remain firm.

#### ***Delivery Schedule***

Indicate the number of calendar days needed to deliver goods or services from the issuance of a purchase order:

\_\_\_\_\_ Calendar Days

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this

reference, may be found here: <https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form,

which can be found at the following link: <https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

<https://ncadmin.nc.gov/media/15503/open>

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

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

following link: <https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

**LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

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The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are

separate documents that can be found at the following link: <https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

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

**ATTACHMENT I: IT SERVICES & SYSTEMS ADDENDUM**

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Please find the IT Services & Systems Addendum attached on the following pages.

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UNIVERSITY of NORTH CAROLINA AT WILMINGTON

**IT Services & Systems**  
**Addendum**

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

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

**1) DEFINITIONS:**

- a) “Data” is information, formulae, algorithms, or other content that UNCW, UNCW’s employees, agents and end users provide, create or modify using the Services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which UNCW’s Data may be ascertainable. All data provided or derived is the property of UNCW and is to be confidential and kept private unless otherwise noted by mutual agreement.
- b) “Regulated data” means Personally Identifiable Information (PII) and any other Data that is protected or regulated by state or federal law.
- c) “Services” are the duties and tasks undertaken by the Vendor to fulfill the requirements and specifications of this Agreement.
- d) “Support” includes provision of ongoing service updates, fixes, training, consulting, and maintenance for Vendor supplied services.
- e) “Personally Identifiable Information”, or “PII”, is any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data. Personally Identifiable Information shall include “Education Records” and “Personnel Information” as those terms are further defined herein.

**2) ACCESS AND USE OF IT SERVICES:**

- a) Vendor grants UNCW a personal non-transferable and non-exclusive right to use and access, all contracted Services. UNCW may utilize the Services as agreed herein and in accordance with any mutually agreed Acceptable Use Policy. UNCW is authorized to access UNCW Data and any data provided as part of the contracted Services. Services may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. UNCW shall notify the Vendor of any unauthorized use of any password or account, or any other known or suspected breach of security access. All Services and information designated as “confidential” or “proprietary”, and all Data, shall be kept in confidence except as may be required by the North Carolina Public Records Act: N.C.G.S. § 132-1, *et. seq.*
- b) UNCW’s right to license the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, unless otherwise agreed to by the parties. Vendor has a limited, non-exclusive license to access and use UNCW Data as provided to Vendor, but solely for providing the specified contracted Services.
- c) The technical and professional activities required for establishing, managing, and maintaining the Services and environment are the responsibility of the Vendor.
- d) Any additional agreements or terms derived by end user assent (e.g., “clickthrough”) are null and void.
- e) All UNCW Data must remain within the legal jurisdiction of the United States unless the Data’s disposition is otherwise explicitly designated by UNCW.

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

3) **MODIFICATION OF SERVICES:**

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

4) **TRANSITION PERIOD:**

- a) For a minimum of ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Vendor shall assist UNCW, upon written request, in extracting and/or transitioning all Data in the format determined by UNCW ("Transition Period").
- b) The Transition Period and terms may be modified as specified by both parties in writing.
- c) During the Transition Period, Services access shall continue to be made available to UNCW without alteration.
- d) Vendor agrees to compensate UNCW for damages or losses UNCW incurs as a result of Vendor's failure to comply with this Transition Period section.
- e) Upon termination, and unless otherwise stated in an SLA, and after providing UNCW Data to UNCW as indicated above in this section with acknowledged receipt by UNCW in writing, the Vendor shall permanently destroy or render inaccessible all UNCW Data. The vendor shall provide written documentation confirming the destruction or inaccessibility of UNCW's Data.

5) **CONFIDENTIALITY:**

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

6) **SECURITY OF UNCW DATA:**

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

hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be provided to UNCW as part of the Services.

- b) The Vendor shall protect the confidentiality and integrity of all information, Data, instruments, studies, reports, records and other materials provided to it by UNCW or maintained or created in accordance with provided services. No such information, Data, instruments, studies, reports, records, other materials, or derivatives of such, in the possession of Vendor, shall be disclosed in any form without the prior written consent from UNCW Purchasing.
- c) The Vendor is responsible for the protection of UNCW Data, including but not limited to Personal Identifying Information (PII). Vendor acknowledges its responsibility for securing any UNCW Data used in connection with the provision of the Services. Vendor warrants, it shall provide reasonable care and efforts to protect private and Regulated Data, detect fraudulent activity involving such Data, and promptly notify UNCW Purchasing of any unauthorized access, use, or Data loss. Specific terms and conditions for Personally Identifiable Information are included herein.
- d) Vendor will provide and maintain secure backups of UNCW Data on an acceptable periodic schedule.
- e) Vendor shall implement and maintain appropriate access controls for its online system providing the Services, as well as all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of this Agreement to secure the Data and the Services from loss, corruption, unauthorized disclosure.
- f) Vendor will apply the principle of “least privilege” for employee and contractor access in providing the contracted services.
- g) Vendor must maintain logs of all changes in user privilege and any access to data.
- h) Upon request Vendor must provide UNCW with the most recent report, audit, or certification, performed by a third party, that relates to the security, availability, processing integrity, confidentiality, and privacy of the operations and systems of the Vendor.
- i) UNCW may, at any time, make a local copy of all UNCW data.
- j) Vendor shall certify to UNCW:
  - i) They have and adhere to a periodically tested and annually reviewed disaster recovery plan.
  - ii) That the Services will comply with the following where applicable:
    - (1) Privacy provisions of the Federal Privacy Act of 1974;
    - (2) The Family Educational Rights and Privacy Act (FERPA) if records include student information.
    - (3) The Health Insurance Portability and Accountability Act if records include any health-based information.
    - (4) The Americans with Disabilities Act and Section 504 of the Rehabilitation Act requirements for access to and use of their provided services.
    - (5) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);
    - (6) The North Carolina Public Records Act, N.C.G.S. Chapter 132; and
    - (7) Applicable industry standards and guidelines, including but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Computing Guidelines.
- k) Security Breach. “Security Breach” under the NC Identity Theft Protection Act (N.C.G.S. § 75-60) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any UNCW Data or UNCW confidential information. “Physical Security” means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. “Systems Security” means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. “Processing” means any operation or set of operations performed upon UNCW Data or UNCW confidential information described in Section 1 above, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording,

organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying. Notwithstanding the above, Vendor shall, within twenty-four (24) hours of discovery, report to UNCW any use or disclosure of PII not authorized by these Terms and Conditions or in writing by UNCW. Vendor's report shall identify:

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

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

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

UNCW shall make the final decision on notifying UNCW's persons, entities, employees, service providers and/or the general public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of UNCW's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by UNCW) shall be considered legally required. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Vendor improperly disclosed PII obtained from UNCW's Education Records, UNCW may not allow the Vendor access to Education Records for at least five (5) years.

- m) Notification Related Costs. Vendor shall reimburse UNCW for all Notification Related Costs incurred by UNCW arising out of or in connection with any such Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include UNCW's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (1) Preparation and mailing or other transmission of legally required notifications; (2) Preparation and mailing or other transmission of such other communications to customers, agents or others as UNCW deems reasonably appropriate; (3) Establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) Public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with UNCW's investigation of and response to such event; and (6) Costs for credit reporting services that are associated with legally required notifications or are advisable, in UNCW's opinion, under the circumstances. In the event that Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall immediately notify UNCW Purchasing of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.
- n) In the event of disaster or catastrophic failure that results in significant UNCW Data loss or extended loss of access to Data or Services, Vendor shall notify UNCW Purchasing by the fastest means available and also in writing, with additional notification provided to the UNCW Chief Information Officer or designee. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform UNCW of:
  - i) The scale and quantity of UNCW Data loss;

- ii) What Vendor has done or will do to recover the UNCW Data from backups and mitigate any deleterious effect of UNCW Data and Services loss; and
- iii) What corrective action Vendor has taken or will take to prevent future UNCW Data and Services loss.
- iv) If Vendor fails to respond immediately and remedy the failure, UNCW may exercise its options for assessing damages or other remedies.

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

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

## 7) CONFIDENTIALITY OF EDUCATION RECORDS AND PERSONNEL INFORMATION

### a) Education Records

- i) **Definition: Education Records** shall have the meaning prescribed to it in 34 CFR § 99.3, and includes paper and electronic student education record information supplied by UNCW, as well as any data provided by UNCW's students to the Vendor, excluding any information that is designated as "directory information" in UNCW Policy 04.150 Student Records and Family Educational Rights and Privacy Act (FERPA).
- ii) **Protection of Education Records:** Vendor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in the Family Educational Rights and Privacy Act (34 CFR § 99.33(a)(2)) and with the terms set forth below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the institution may use the information, but only for the purposes for which the disclosure was made.
- iii) **School Official Designation:** For purposes of this Agreement and receipt of Education Records, Vendor is a school official with a legitimate educational interest as defined in 34 CFR § 99.31(a)(1)(i)(B).

### b) Personnel Information

- i) **Definition: Personnel Information** shall mean staff and faculty identification numbers beginning with "850," and, to the extent applicable, confidential information contained in an employee's personnel file as provided in N.C.G.S. §§ 126-22 *et seq.*
- ii) **Vendor Designation:** To the extent N.C.G.S. § 132-6 applies, Vendor acknowledges that it is not a custodian of public records under that statute.

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

- i) **Property of UNCW:** Education Records and Personnel Information shall remain the sole property of UNCW. Vendor expressly acknowledges and agrees that Vendor has no property right or interest whatsoever in any such data.
- ii) **Prohibition on Unauthorized Use or Disclosure of Education Records:** Vendor agrees to hold Education Records and Personnel Information in strict confidence. Vendor shall not use or disclose Education Records and Personnel Information received from or on behalf of UNCW except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by UNCW. Vendor agrees not to use Education Records and Personnel Information for any purpose other than the purpose for which the disclosure was made. In the event that Vendor receives a request for Education Records and Personnel Information by subpoena or other legal process or from a court, governmental authority, accrediting agency, or other third party, Vendor shall give prompt written notice to UNCW.

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

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