

STATE OF NORTH CAROLINA Department of State Treasurer Retirement Systems Division	REQUEST FOR PROPOSAL NO. 07-2022-IT004	
	Offers will be publicly opened: 11/28/2023	
Refer <u>ALL</u> inquiries regarding this RFP to: Jessica Herrmann, Procurement and Contracting Director, Department of State Treasurer Jessica.Herrmann@nctreasurer.com (919)814-3913	Issue Date: 10/31/2023	
	Commodity Number: 43232202	
	Description: Document Management Software	
	Purchasing Agency: Department of State Treasurer	
	Requisition No.: N/A	

OFFER

The Purchasing Agency solicits offers for Services and/or goods described in this solicitation. All offers and responses received shall be treated as Offers to contract as defined in 9 NCAC 06A.0102(12).

EXECUTION

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

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

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

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

ACCEPTANCE OF OFFER

If any or all parts of this offer are accepted, an authorized representative of the North Carolina Department of State Treasurer shall affix its signature hereto and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's Offer. A copy of this acceptance will be forwarded to the awarded Vendor(s).

FOR NC DEPARTMENT OF STATE TREASURER USE ONLY

Offer accepted and contract awarded this date _____, as indicated on attached certification,
 by _____ (Authorized representative of the North Carolina Department of State Treasurer).

TABLE OF CONTENTS

1.0	ANTICIPATED PROCUREMENT SCHEDULE.....	5
2.0	PURPOSE OF RFP	6
2.1	INTRODUCTION	6
2.2	CONTRACT TERM.....	6
2.2.1	EFFECTIVE DATE	6
2.3	CONTRACT TYPE	6
2.4	AGENCY BACKGROUND	7
2.5	PROBLEM STATEMENT.....	8
3.0	RFP REQUIREMENTS AND SPECIFICATIONS	8
3.1	GENERAL REQUIREMENTS AND SPECIFICATIONS.....	8
3.1.1	REQUIREMENTS	8
3.1.2	SPECIFICATIONS	8
3.1.3	SITE AND SYSTEM PREPARATION	9
3.1.4	EQUIVALENT ITEMS.....	9
3.2	SECURITY SPECIFICATIONS.....	9
3.2.1	SOLUTIONS HOSTED ON STATE INFRASTRUCTURE (NC DST)	9
3.3	ENTERPRISE SPECIFICATIONS	9
3.3.1	ENTERPRISE STRATEGIES, SERVICES, AND STANDARDS	9
3.3.2	ARCHITECTURE DIAGRAMS DEFINED	10
3.3.3	VIRTUALIZATION	10
3.3.4	IDENTITY AND ACCESS MANAGEMENT (IAM)	10
3.4	BUSINESS AND TECHNICAL REQUIREMENTS AND SPECIFICATIONS.....	10
3.4.1	CURRENT PROCESS (SEE REFERENCE C, INITIAL ROUTING WORKFLOW) ..	13
3.4.2	BUSINESS REQUIREMENTS.....	21
3.4.3	BUSINESS AND TECHNICAL SPECIFICATIONS	22
	REFERENCE A. COMPLETE WORKFLOW/ROUTE/QUEUE LIST.....	28
	REFERENCE B. PROCESSING TURNAROUND TIME (TAT)	36
	REFERENCE C. INITIAL ROUTING WORKFLOW	37
	REFERENCE D. DOCUMENT IMAGING REQUEST FORM	38
	REFERENCE E. RETIREMENT SYSTEMS DIVISION IMAGE FLOW.....	39
3.5	ARCHITECTURE.....	41
3.6	IMPLEMENTATION AND TRAINING.....	42
3.6.1	PROJECT MANAGEMENT APPROACH.....	42
3.6.2	PROJECT WORK PLAN	42
3.6.3	BACKGROUND TO THE PREPARATION OF THE PROJECT WORK PLAN.....	42
3.6.4	WORK PLAN MANAGEMENT APPROACH	43
3.6.5	RISK MANAGEMENT APPROACH	43
3.6.6	ISSUES MANAGEMENT APPROACH	43

3.6.7 QUALITY MANAGEMENT APPROACH	43
3.6.8 KNOWLEDGE TRANSFER APPROACH.....	43
3.6.9 COMMUNICATION PLAN.....	43
3.6.10 TRAINING APPROACH	44
3.6.11 TRAINING PHILOSOPHY	44
3.6.12 TRAINING METHODOLOGY	44
3.6.13 VENDOR TRAINING MODULES	44
3.6.14 SAMPLE TRAINING CURRICULUM.....	45
3.6.15 VENDOR WORK EXPERIENCE.....	45
4.0 COST OF VENDOR'S OFFER	45
4.1 OFFER COSTS	45
4.2 PAYMENT SCHEDULE	46
4.3 COST TABLES:.....	46
5.0 EVALUATION	51
5.1 SOURCE SELECTION.....	51
5.2 EVALUATION CRITERIA.....	52
5.3 BEST AND FINAL OFFERS (BAFO).....	53
5.4 POSSESSION AND REVIEW	53
6.0 VENDOR INFORMATION AND INSTRUCTIONS	53
6.1 GENERAL CONDITIONS OF OFFER	53
6.1.1 VENDOR RESPONSIBILITY	53
6.1.2 RIGHTS RESERVED	54
6.1.3 SOLICITATION AMENDMENTS OR REVISIONS	54
6.1.4 ORAL EXPLANATIONS	54
6.1.5 E-PROCUREMENT.....	55
6.1.6 ELECTRONIC VENDOR PORTAL (EVP).....	55
6.2 GENERAL INSTRUCTIONS FOR VENDOR	55
6.2.1 SITE VISIT OR PRE-OFFER CONFERENCE: RESERVED.....	55
6.2.2 QUESTIONS CONCERNING THE RFP	55
6.2.3 ADDENDUM TO RFP	56
6.2.4 COSTS RELATED TO OFFER SUBMISSION	56
6.2.5 VENDOR ERRATA AND EXCEPTIONS.....	56
6.2.6 ALTERNATE OFFERS: RESERVED.....	56
6.2.7 MODIFICATIONS TO OFFER.....	56
6.2.8 BASIS FOR REJECTION.....	57
6.2.9 NON-RESPONSIVE OFFERS	57
6.2.10 VENDOR REGISTRATION WITH THE SECRETARY OF STATE	57

6.2.11	VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM.....	57
6.2.12	VENDOR POINTS OF CONTACT	58
6.3	INSTRUCTIONS FOR OFFER SUBMISSION.....	58
6.3.1	GENERAL INSTRUCTIONS FOR OFFER.....	58
6.3.2	OFFER ORGANIZATION	59
6.3.3	OFFER SUBMITTAL	59
7.0	OTHER REQUIREMENTS AND SPECIAL TERMS	60
7.1	VENDOR UTILIZATION OF WORKERS OUTSIDE OF U.S.	60
7.2	FINANCIAL STATEMENTS	60
7.3	FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY	61
7.4	VENDOR'S LICENSE OR SUPPORT AGREEMENTS	61
7.5	RESELLERS: RESERVED	61
7.6	DISCLOSURE OF LITIGATION.....	61
7.7	CRIMINAL CONVICTION	62
7.8	SECURITY AND BACKGROUND CHECKS.....	62
7.9	ASSURANCES	63
7.10	CONFIDENTIALITY OF OFFERS	63
7.11	PROJECT MANAGEMENT	63
7.12	MEETINGS	63
7.13	RECYCLING AND SOURCE REDUCTION	64
7.14	SPECIAL TERMS AND CONDITIONS.....	64
	ATTACHMENT A: DEFINITIONS	65
	ATTACHMENT B: DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS	67
	ATTACHMENT C: DESCRIPTION OF OFFEROR	85
	ATTACHMENT D: VENDOR CERTIFICATION FORM.....	87
	ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR	88
	ATTACHMENT F: FINANCIAL REVIEW FORM.....	89

1.0 ANTICIPATED PROCUREMENT SCHEDULE

The Agency Procurement Agent will make every effort to adhere to the following schedule:

Action	Responsibility	Date
RFP Issued	Agency	10/31/2023
Written Questions Deadline	Potential Vendors	11/15/2023 @ 10:00a.m.
Agency's Response to Written Questions/ RFP Addendum Issued	Agency	11/22/2023
Offer Opening Deadline	Vendor(s)	11/28/2023 @ 2:00p.m.
Offer Evaluation	Agency	01/09/2024
Selection of Finalists	Agency	01/16/2024
Oral Presentations and/or Product Demonstrations by Finalists	Selected Vendors	01/23/2024
Negotiations with Finalists	Agency designees and selected Vendor(s)	02/06/2024
Best and Final Offers Deadline from Finalists	Selected Vendors	02/16/2024
Contract Award- estimated date	Agency	02/27/2024
Protest Deadline	Responding Vendors	15 days after award

The Department of State Treasurer will be conducting live offer openings over conference call. Below is the call-in information for this procurement's offer opening scheduled for Tuesday, November 28, 2023 @ 2:00PM ET

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 227 612 079 622

Passcode: xPw7E

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 984-275-3153,630364531#](#) United States, Raleigh

Phone Conference ID: 630 364 531#

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2.0 PURPOSE OF RFP

2.1 INTRODUCTION

The purpose of this RFP is to solicit Offers for an Integrated Imaging and Document Management System for the North Carolina Department of State Treasurer (Department), the Retirement Systems Division (RSD).

The RFP provides vendors with the current system's relevant operational, performance, application, and architectural requirements. The Division solicits vendors' proposals to replace the Integrated Imaging and Document management system to facilitate collecting, mapping, and archival for the Pension Plan administration filing needs. Additionally, it is to provide a multi-faceted solution to current and future operational needs and critical Imaging functions of the Retirement Systems Division (RSD). Pursuant to North Carolina General Statute for the pension plan administration, the North Carolina Department of State Treasurer Retirement Systems requires a document management solution that streamlines the image capture and management of documents.

These methods include workflow mapping that ties the documents received to flow through operational integration with the pension plan web application (ORBIT). Also included is the archival of images and document scans for later retrieval.

The current technical solutions are on-premises implementation and support of Scanning & Indexing, Databases (SQL Server), and DataTrust Secure Archive Manager (SAM) for image archival to an EMC System.

2.2 CONTRACT TERM

A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall be an initial 8 year(s) and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend the Agreement for two (2) one (1) year periods at its sole discretion.

2.2.1 EFFECTIVE DATE

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official, or Agency official has signed the document(s), contract, or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.

2.3 CONTRACT TYPE

Indefinite Quantity Agency Specific Contract – Pursuant to 9 NCAC 6B.0701, this solicitation will establish an indefinite quantity agency specific contract between a Vendor and the State. The quantity of Goods or Services that may be used by the State is undetermined. An estimated quantity based on history or other means may be used as a guide but shall not be a representation by the State of any anticipated purchase volume under any contract made pursuant to this solicitation.

The State reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

2.4 AGENCY BACKGROUND

The Retirement Systems Division (RSD) is responsible for the administration of the pension benefits for state and local government employees and the Supplemental Retirement Plans (SRP), NC401(k), NC 457, and NC 403(b), each of which is designed to help public employees in North Carolina achieve their retirement goals. The Retirement Systems Division (RSD) of the Department of State Treasurer administers the North Carolina Retirement Systems, death benefit plans, disability plans, as well as the NC Supplemental Retirement Plans (voluntary, defined contribution plans) created under North Carolina state law. These plans and programs cover the vast majority of active and retired public employees in the state.

The North Carolina Retirement Systems Division provides benefits to more than 900,000 members, including:

- Teachers
- State Government Employees
- Local Government Employees
- Firefighters
- Rescue Squad Workers
- Judges
- Law Enforcement Officers
- National Guard Members
- State Legislators
- Registers of Deeds
- Other public workers

The Retirement Systems Division administers seven retirement systems, several smaller systems, and supplemental pension funds.

- Teachers' and State Employees' Retirement System (TSERS)
- Local Government Employees' Retirement System (LGERS)
- Consolidated Judicial Retirement System (CJRS)
- Firefighters' and Rescue Squad Workers' Pension Fund (FRSWPF)
- National Guard Pension Fund (NGPF)
- Legislative Retirement Fund (LF)
- Registers of Deeds Supplemental Pension Fund (RDSPF)

A key purpose of the retirement systems and benefit plans is to assist public employers in attracting and retaining high-quality employees by providing valuable post-employment benefits, which include replacement income at retirement and death, disability, and survivor benefits. The Retirement Systems Division (RSD) staff members continuously review features and options within the benefit plans to ensure that all promised benefits are attainable over time and are an efficient use of employees' and taxpayers' contributions.

2.5 PROBLEM STATEMENT

The current NCDST Document Management and Imaging System uses legacy software that is outdated and inefficient. The Retirement Systems Division houses critical documentation for retirees and current state employees and must be safeguarded yet accessible to the current business users of the Retirement Systems Division.

The existing solution currently in use has a group of many components that were each supported by multiple vendors. Due to the incompatibility of the individual components, NCDST is facing unresolvable licensing issues. There are 150 license users for The Retirement Systems Division (RSD) document management system at present. As a replacement for this, we need a unified technology solution. It is critical that the replacement IDMS current system functions on supported software.

NCDST is seeking an on-premise Document Management and Imaging System, that can be hosted on NCDST infrastructure, that includes workflow automation, more rigorous security standards and more efficient information flow for the end users along with more audit reporting features. The current system has 9 workflows, 42 route and 91 queue list. (NCDST stakeholders are looking to improve business efficiency, assure regulatory compliance across all the relevant business areas, and have a more transparent view of their documents and workflows. We want a centralized infrastructure platform for all resources. The NCDST is seeking cost savings and for renewal costs to decrease. Regulatory audits take place annually, but due to the current state, they take too much time away from staff which would be better spent carrying out their regular job functions.

Due to the complexity of the current multiple vendor connections, the current support structure is inefficient with very slow response times. We need an optimized support system where there is a single, transparent method of interaction between NCDST and the vendor of the solution with faster response times.

3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.1 GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1.1 REQUIREMENTS

Means, as used herein, a function, feature, or performance that the system must provide.

3.1.2 SPECIFICATIONS

Means, as used herein, a specification that documents the function and performance of a system or system component.

The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only processes, configurations, materials, and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods, or other Deliverables. Alternate or substitute Services, products, goods, or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance, and endurance will be equal or superior to the original Deliverables specified.

3.1.3 SITE AND SYSTEM PREPARATION

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

3.1.4 EQUIVALENT ITEMS

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

3.2 SECURITY SPECIFICATIONS

3.2.1 SOLUTIONS HOSTED ON STATE INFRASTRUCTURE (NC DST)

Vendors shall provide a completed Vendor Readiness Assessment Report State Hosted Solutions ("VRAR") at offer submission. This report is located at the following website:

<https://it.nc.gov/documents/vendor-readiness-assessment-report>

The ApplicationXtender Workflow (AX/WF) Document Imaging Project will be required to receive and securely manage data that is classified as statewide critical identified as high risk in accordance with the Statewide data classification and handling policy. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding this data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>

To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls.

Refer to: <https://it.nc.gov/documents/statewide-glossary-information-technology-terms> for descriptions of the Application Criticality categories.

Refer to: <http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.199.pdf> for descriptions of NIST system confidentiality, integrity, and availability categories.

3.3 ENTERPRISE SPECIFICATIONS

3.3.1 ENTERPRISE STRATEGIES, SERVICES, AND STANDARDS

Agencies and vendors should refer to the Vendor Resources Page for information on North Carolina Information Technology enterprise services, security policies and practices, architectural requirements, and enterprise contracts. The Vendor Resources Page can be found at the following link: <https://it.nc.gov/vendor-engagement-resources>. This site provides vendors

with statewide information and links referenced throughout the RFP document. Agencies may request additional information.

3.3.2 ARCHITECTURE DIAGRAMS DEFINED

The State utilizes architectural diagrams to better understand the design and technologies of a proposed solution. These diagrams, required at offer submission, can be found at the following link: <https://it.nc.gov/architectural-artifacts>.

There may be additional architectural diagrams requested of the vendor after contract award. This will be communicated to the vendor by the agency as needed during the project.

3.3.3 VIRTUALIZATION

The State desires the flexibility to host Vendor's proposed solution in a virtualized environment, should it determine in the future that virtualized hosting for such solution would be more economical or efficient. The State currently utilizes server virtualization technologies including VMware, Solaris and zLinux. The Vendor should state whether its solution operates in a virtualized environment. Vendor also should identify and describe all differences, restrictions, or limitations of its proposed solution with respect to operation, licensing, support, certification, warranties, and any other details that may impact its proposed solution when hosted in a virtualized environment.

3.3.4 IDENTITY AND ACCESS MANAGEMENT (IAM)

The proposed solution must externalize identity and access management. The protocols describing the State's Identity and Access Management can be found at the following link:

<https://it.nc.gov/services/vendor-engagement-resources#identity-access-management>

Describe how your solution supports the above protocols as well as makes them available for application integration/consumption.

3.4 BUSINESS AND TECHNICAL REQUIREMENTS AND SPECIFICATIONS

Definitions, Acronyms, Abbreviations

ACD	Automatic Call Distribution
AX	ApplicationXtender
BENE	Beneficiary
Batch Scanning	The phase of document imaging in which the presorted, batched documents are placed through the document scanner to retrieve images of each document
Call Center Counselors	Division employees in Member Services who respond to members questions via telephone
CDB	Contributory death benefit (for retirees only)
ClerkID	A unique ID is provided to the user. Currently, the names of the user are their ID.
COA	Change of address
DB	Death benefit or defined benefit
DC	Death certificate

Document Type	Defines what type of service is provided (6-retirement, 7-disability etc.)
DELL ECS S3	Enterprise Archive Storage device. The Department intends to continue to use these on-premises storage devices for proposed recommendations
DOB	Date of Birth
DIPNC	Disability Income Plan of North Carolina
DRET	Disability Retirement
DSR	Discontinued Service Retirement
DST	Department of State Treasurer
ER	Employer or Employer Reporting
EST	Estimate
Fax	Fax is the telephonic transmission of scanned printed material, both text and images, to fax servers that receive and store incoming information electronically. Electronic forms are indexed and uploaded to ORBIT allowing The Retirement Systems Division (RSD) users to retrieve them.
F and R	Fire and Rescue
FRSWPF	Firefighters and Rescue Squad Workers Pension Fund
FTP	File Transfer Protocol. A standard network protocol transfers files from one host to another over a TCP-based network, such as the Internet. Employers use FTP for uploading retiree contributions and salary data.
HM	Health Medical Form
ID	Identification Number
IDMS	An electronic integrated documents management system consisting of EMC ApplicationXtender 16.3.298.0, an electronic document management system and Kofax Capture, a web-based document scanning and indexing solution.
Indexing	Is a process where the user enters all required details for that member so that the document can be processed.
IRA	Individual Retirement Account
IRF	Imaging Request Form
IVR	Interactive Voice Response Unit
LGERS	Local Governmental Employees Retirement System
LRS	Legislative Retirement System
LTD	Long-term Disability
Member	A public sector employee who either contributes to a North Carolina Retirement system; has contributed to a North Carolina retirement system in the past and has contributions remaining in the fund; or who receives a benefit from North Carolina Retirement Systems, whether a retirement benefit, disability or survivors' alternate benefit.
Member ID	Unique ID for each member, brought over from the ORBIT system, flows from ORBIT into AX.
NG	National Guard Pension Fund

Kofax	It is an electronic document imaging system (EDIS) used to scan, index, and commit incoming paper documents to ORBIT.
Kofax Export Connector (customized)	An export connector is used to export the data from the Kofax batch to AX.
ORBIT	Online Retirement Benefits through Integrated Technology
ORBIT SS	ORBIT Self Service
ORBIT LOB	ORBIT Line of Business
ORP	Optional Retirement Program
OpenText ApplicationXtenderWorkflow Manager	Is software that will have all the configurations a related to workflow web application.
OpenText ApplicationXtender	The web application used by The Retirement Systems Division (RSD) for image retrieval.
PAYR	Payroll
Pend	When a document is in pending, waiting on customer documentation or additional process related information.
QC	Quality Control
QR	Quick Reference
Queue	Group of documents that are defined to be there in that location await a user to process.
Reindex	Workflow items that are indexed in error. They are submitted by The Retirement Systems Division (RSD) to be corrected by Imaging staff and then re-submitted to workflow.
RFP	Request for Proposal
Ret	Retirement
ROC	Return of Contributions
ROD	Register of Deeds
RRT	Retired Reemployed Teacher
RSD	Retirement Systems Division of NCDST
RTW	Return-to-Work
SAM	Secure Archive Manager – Provides metadata saving and archival of all upload images
SEANC	State Employees Association of North Carolina
SLA	Service Level Agreement
SOP	Standard Operation Procedure
SSN	Social Security number
SRIP	Supplemental Retirement Income Plan
System	Retirement plans that member participate
System Code	Defines the different retirement systems or programs
TAT	Turn-around Time
TSERS	Teachers and State Employees Retirement System
UNC	University of North Carolina (references administration)
WMS	Utilizing Microsoft .NET technologies and Windows Workflow Foundation.

Workflows	Work Management System developed and maintained by NCDST IT. A sequence of connected steps where each step follows without a gap and ends just before the subsequent step may begin. It is a sequence of operations declared as the work of a person or group. The flow described may refer to a document, or process requiring review or calculation, which is being transferred from one-step to another.
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3.4.1 Current Process (see Reference C, Initial Routing Workflow)

N.C. Retirement Systems Division (RSD) administers retirement plans and other benefit programs for public employees. The Department administers the public employee retirement systems for more than 900,000 North Carolinians, as well as the, Supplemental Retirement Plan (SRP) NC 401(K), NC 403(B) and the NC 457 plan for public employees. The North Carolina Retirement Systems Division administers the statutory retirement and benefit plans that cover more than 900,000 public employees in the state.

The four major retirement systems covered in this division are:

- Teachers and State Employees Retirement System (TSERS)
- Local Governmental Employees Retirement System (LGERS)
- Consolidated Judicial Retirement System (CJRS)
- Legislative Retirement System (LRS)

In addition to the four major retirement systems administered through this division, RSD is responsible for the administration of other programs covers the:

- Firefighters and Rescue Squad Workers Pension Fund (FRSWPF)
- Disability Income Plan (DIPNC)
- National Guard Pension Fund (NG)
- Supplemental Retirement Income Plan (SRIP)
- Registers of Deeds Supplemental Pension Fund (ROD)

The RSD imaging process is located within the RSD Document Imaging Section. RSD receives applications/forms/letters/documents from customers/employee or employers. The document types are listed in **Reference A., Workflow/Route/Queue List**. Sometimes the document types require additional documents to verify address, DOB, Beneficiary name & ID, and Member eligibility to retire, etc. These additional documents are imaged and scanned. The RSD Imaging Section follows the RSD Imaging Procedure [RSD-PRO-3000-RSD] for the imaging of all documents received by RSD. This procedure directs that all incoming correspondence to RSD must be accessible to RSD personnel within 24 hours of receipt. The RSD Imaging procedure establishes the process for opening and sorting mail; sorting and preparing mail for scanning; preparing and batching documents for scanning; and indexing and committing documents to batches. This process results in paper documents being accessible electronically by RSD staff. The tools used to complete the scanning process include: KOFAX; Kofax Capture; and ApplicationXtender. Quality control measures are built into the RSD imaging process. The Scan Operator checks the image of each scanned document on the monitor to ensure the best image quality as batches are scanned. After the physical documents are scanned, an Indexer uses Kofax Capture to open the scanned documents and verify the first page of the batch against the first electronic image ensuring the batch against the electronic image as part of quality control. Documents that are scanned are committed to ApplicationXtender Document Manager (AX) so they may be accessed by RSD staff.

The RSD staff analyzes the document and performs various tasks to complete the work item. The RSD business groups receive and processes the member documents through 1) Mail; 2) Fax; 3) Email; and 4) ORBIT (self-service). Most of the documents have bar codes that identify the document type. Based on the document type, the Work Flow (WF) is created and sent to different systems within RSD to be worked. The turnaround time for business processes varies based on the forms received. See **Reference B, Processing Turnaround Time (TAT)**.

The different groups within RSD are as follows:

1. Member Services
 - a) MSREQ
 - b) MSREG
2. Retirement Processing
 - a) Service Audits
 - b) Estimates
 - c) Retirements
3. Benefits
 - a) Disability
 - b) Death Processing
 - c) Refunds Processing
4. Payroll Services
 - a) Member Payroll
 - b) Employer Reporting
5. Specialty plans
 - a) Fire and Rescue
 - b) Judicial
 - c) Death Processing
 - d) Imaging
6. Compliance

Paper Application Mail and Fax

RSD receives documents through mail and fax. These documents are reviewed and verified. Example- Verify address, DOB, Beneficiary name & ID, Member eligibility to retire, etc. The applications received by mail/ drop-off are sorted by doctype and/or by processes. The Retirement Systems Division (RSD) receives approximately 400,000 documents per year as incoming mail. The RSD analyst performs the scanning process of individual and/or batches of documents, so that an electronic image may be captured for processing and record retention. Kofax Capture batch manager is used to create batches and create a Queue. The time, date, and initial (what) are recorded in the IRF (Imaging request form). Each batch will be singularly placed into the scanner feeder for processing and scanned. These pages pull through the scan feeder and capture them as electronic images. The analyst then uses the Kofax Capture batch manager to correctly index and/or validate the member's information.

Electronic Application Email

Documents received via email are uploaded to the member's repository and saved in a "processed" folder within Outlook. The documents are uploaded to the workflow (The current management system). In addition to uploading the documents, an acknowledgement email is sent and updated in the journal (a feature that analysts use to make notes for further reference). The received document is first saved in a

folder and uploaded to ORBIT through ORBIT Self Service (SS). ORBIT SS, where the member can log in and access their account. ORBIT Line of Business (LOB) is set up for internal purposes, and the uploaded documents are viewed and worked in ORBIT LOB. Depending on the document uploaded, it will get into AX and based on rules that have been set up for the documents, a work item will be created in the workflow.

Online Retirement Benefits through Integrated Technology (ORBIT)

ORBIT also incorporates the use of self-service to upload documents. The member prints documents from ORBIT, gets them notarized and adds all the relevant documents and uploads them into the ORBIT using self-service. Documents are uploaded to a staging area for processing by Imaging, it will be available in AX based on Imaging's turnaround time (2 to 3 days).

Retirement Systems Division (RSD) Imaging and Process (See Reference E)

The RSD has a dedicated section for scanning, imaging, and indexing. The RSD follows the process below when they receive documents for imaging:

1. Scan the member information with supported documents received from the members into the system and the imaging team will retrieve additional details required to index the details of members from the ORBIT database
2. ORBIT Batch processing /ORBIT users and Members uploads through Line of Business (LOB) will be processed using ORBIT2XMI / Kofax Import/Export connectors on Kofax servers
3. System users can also add documents to the ORBIT directly
4. Permissions for AX/WF/Kofax users (add/remove) can be provided only by the person with administrative rights to server for certain applications
5. AX/WF imaging setup so that every input file received through Scanning/ORBIT/Member Uploads gets into AX. But only specific documents that the business requested to process through workflow will get into a workflow. All the metadata related to members and documents will be saved AX database, and the actual image will be saved in Dell ECS (Dec 2022)
6. AX needs to communicate with the SAM server and use its service for an image to reach ESC
7. AX/Workflow databases store the following member/agency (important) information about member into the database, not limited to the following:
 - Document Type
 - Member Id
 - Member Name
 - System Code
 - Clerk Id
 - SSN
 - Date Captured
 - Agency Code
 - Agency Name
 - Account Status
 - Source of the Document (Scan/ORBIT etc.)
 - Date Of Death
 - Notes/Retirement Date
 - Claim Status
 - Comments
 - Group Code
 - Medical Review Status
- Kofax databases will store information about the batch before it gets processed. Once the batch is processed there is nothing that it retains

- All AX/WF/Kofax services use Service accounts for processing anything. After the workflows are created, they are sent to different groups based on the document type and system code
- Specialty plans
- Member Services (MSREQ)
- Member Services (MSERG)
- Retirement Processing
- Service Audits
- Benefits – Disability & Refunds Processing
- Benefits – Death Processing
- Payroll Services – Member Payroll
- Employer Reporting
- Compliance
- Service Purchases
- Estimates

Call Center

The Member Services call center of the Retirement Systems Division (RSD) is a centralized center used to receive and process a large volume of requests by telephone. The Call Center supports, assists, and provides information to members, including active, retired, benefit recipients, and active deferred members of the various retirement systems.

The Call Center at RSD uses a cloud-based solution called NICE CXone. NICE CXone coordinates, monitors, and reports on Call Center activities. The NICE CXone products, as well as any additional internal products, track, monitor and report on all call-related activities. An Integrative Voice Response (“IVR”) system from NICE CXone is also integrated into Call Center operations. It makes web service calls directly into the ORBIT system to feed the IVR all necessary data for each function. NICE CXone Engage, a call-recording technology, for quality control, training, performance monitoring, and legal and regulatory compliance. There are no plans to replace the different technologies that allow staff to manage the large volumes of work managed by the Call Center. These technologies ensure that staff is kept as productive as possible, and that calls are queued and processed as quickly as possible. These technologies include Automatic Call Distribution (ACD), Staff Performance Analytics, and Interactive Voice Response (IVR).

Upload Recorded Calls

The Call Center calls are recorded and imported as needed in ApplicationXtender. They follow the (YYYY-MM-DD) naming protocol.

Operational Metrics

Monthly metrics reports are created from data gathered from Data Warehouse. Monthly metrics reports are created in excel format and created at the beginning of every month for the prior month and emailed to RSD leadership by the 15th of the month. Quarterly meetings are held with section supervisors/ authorized users to review and discuss anomalies and trends and make appropriate suggestions or changes as needed. Weekly metrics reports are created using workflow data to calculate turnaround times for open and closed workflows, and for calculating open workflows and turn-around-times for individual staff members. Weekly metrics reports are created at the beginning of every week for the prior week and emailed to RSD leadership every Monday. Metrics reports are maintained and user access to some information may be restricted.

Workflow metrics are determined by tracking work items created and designed to track process transactions from department to department or user to user. The automated workflows move processes

and supporting documents to the person(s) responsible for completing the operation. Workflows are segmented by business processes and document types and are defined and used in every section of RSD. Workflows are integrated with ORBIT and ApplicationXtender

The RSD workflow processes include member's enrollments, retirements, disabilities refunds, service purchases, and payments of death benefits. This is the detailed workflow for each RSD process.

Workflow	Route	Queue
Refund Processing Workflow	Refunds Route	Refunds queue
		Refunds QC queue
	Correspondence Refund Route	Correspondence Refund Processing queue
		Correspondence Refund Processing QC queue
	Refund COA Route	Refund COA queue
		Refund COA QC queue
Disability Workflow	Case Tracking Route	Intake queue
		Case Tracking queue
		Case Tracking QC queue
	Post Med Board Calculation Route	Post Med Board Calculation queue
		Post Med Board Calculation QC queue
	Disability Calculations Route	Disability Calculations queue
		Disability Calculations QC queue
	Disability Re-Exam Route	Disability Re-Exam queue
		Disability Re-Exam Hold queue
	Employer Reimbursement Route	Employer Reimbursement queue
		Employer Reimbursement QC queue
	Disability Offsets Route	Disability Offsets queue
		Disability Offsets QC queue
	Statement of Income Route	Statement of Income queue
		Statement of Income QC queue
		Correspondence Disability Processing queue

	Correspondence Disability Route	Correspondence Disability Processing QC queue
Retirement Calculations (Retirement 2)	Benefit Estimate	Benefit Estimate
		Benefit Estimate QC
	Service Audit	Service Audit
		Service Audit QC
	Service Purchase	Service Purchase
		Service Purchase QC
	Correspondence Retirement Calculations Route	Correspondence Retirement Calculations
		Correspondence Retirement Calculations QC
Retirement Pension Processing (Retirement 1)	Retirement Election	Retirement Election
		Retirement Election QC
	Retirement	Initial Review
		Retirement
		Retirement QC
	Correspondence Retirement Pension Processing Route	Correspondence Retirement Pension Processing
		Correspondence Retirement Pension Processing QC
	Retirement Recalculation	Retirement Recalculation
		Retirement Recalculation QC
Death	Death Reporting Check	Death Reporting
	Death	Death
		Death QC
	Correspondence Death	Correspondence Death Processing
		Correspondence Death Processing QC
Payroll Workflow	Beneficiary	Beneficiary
		Beneficiary QC
	Direct Deposit	Direct Deposit
		Direct Deposit QC

	Tax Withholding	Tax Withholding
		Tax Withholding QC
	COA	COA
		COA QC
	CDB	CDB
		CDB QC
	Correspondence ER	Correspondence ER
		Correspondence ER QC
	Correspondence Member Maintenance	Correspondence Member Maintenance
		Correspondence Member Maintenance QC
	Correspondence Payroll	Correspondence Payroll
		Correspondence Payroll QC
	Correspondence Health	Correspondence Health
		Correspondence Health QC
	Over Payment	Over Payment
		Over Payment QC
Member Services Workflow	Re-Index	Re-Index
	Member Services Correspondence	Member Services Correspondence
		Member Services Correspondence QC
	Member Service Request	Member Service Request QC
		Member Service Request (not a queue, analyst inbox)
		Refund Request
		Death Request
		Disability Request
		Employee Reporting Request
		Member Maintenance Request
		Payroll/Health Request
		Retirement Request

		Calculations Request
Specialty Plans Workflow	Fire and Rescue	Fire and Rescue
		Fire and Rescue QC
	Judicial and Legislative	Judicial and Legislative
		Judicial and Legislative QC
	Imaging Correspondence	Imaging Correspondence
	Register of Deeds	Register of Deeds Queue
		Register of Deeds QC
	National Guard Plan	National Guard Queue
		National Guard QC
Imaging Correspondence workflow	Imaging Correspondence	Imaging Correspondence
Compliance workflow	Compliance	Compliance
		Compliance QC
		Compliance Manager

3.4.2 BUSINESS REQUIREMENTS

The RSD workflow processes include member's enrollments, retirements, disabilities refunds, service purchases, and payments of death benefits. RSD also processes the monthly payroll for all benefit recipients. The vendor solution must provide the following criteria and mirror the current processes mentioned above.

1) Document Scanning

The vendor's proposed solution must facilitate image retrieval and scanning and must be able to manage the business processes and store images on-premises for later retrieval. The proposed solution must record scan, index, archive, upload, and reindex images to create a predefined workflow. The batch name, page count and date/time scanned must be recorded during the batch scan. Within the vendor-proposed system, the user must be able to rotate, replace, pend, insert, delete pages or change the document size and orientation bar as necessary after the batch scanning is complete. In the vendor proposed solution, the scanner needs to read the barcode on the documents containing the member ID and the document type embedded (see **Reference D, Document Imaging Request Form**). For documents not containing a bar code, the Indexer keys the document type, system code, and member ID number into the index fields. The proposed solution must allow the document images to be viewed concurrently by multiple users. Image should be locked from annotation while another user is viewing. Depending on the Document type and the predefined system code, the system should identify the group where the work item must be routed.

2) Application Integration

The vendor's proposed solution must include an on-premises platform that can integrate seamlessly with ORBIT (Online Retirement Benefits through Integrated Technology), by a web call or any other method that the proposed solution requires.

3) A Workflow Management System

The vendor's proposed solution must allow workflows tailored to the business processes currently in place and which can be configured in-house for any new workflow or changes to an existing workflow. **The user must be able to annotate and edit images, and the solution must offer a flexible and easy reporting tool for business processes, allowing ad hoc compound queries to create lists and reports.** It must have the ability to create reports by extracting data from Microsoft products (e.g., Excel, Word, Access). An auditable history of the reports must be maintained by the proposed solution.

4) Validate and Verify Member

The proposed solution must allow the user to correctly index and validate the member information such as member ID, social security number, name, and doctype. A database lookup against ORBIT must be created to verify the member ID entered on the document.

5) Support and Maintenance

The proposed solution must support a minimum of 150 concurrent users without negatively impacting system performance. The vendor's solution must indefinitely maintain all the member information in the data files and to ensure the database integrity and software stability. The proposed solution needs to provide a straightforward migration and upgrade path during the entire product's life cycle and maintenance support for the current application version.

Vendor attests that they can meet each of the requirements listed above in Section 3.4.2., #1.-#5.

Yes ☐ No ☐

3.4.3 BUSINESS AND TECHNICAL SPECIFICATIONS

1	Technical Specifications
1.1	Describe how vendor proposed system allows scanning when the user submits the documents to scan
1.1.1	Describe how vendor proposed system logs an error, correction, rescan, or notification to internal customer(s) if any discrepancies on any document(s), or any issue(s) with member information.
1.1.2	Describe how vendor proposed system can handle documents submitted for which no record can be found.
1.1.3	Describe how vendor proposed system releases all pended work items for a member into the appropriate queue, when a new document is received for that member.
1.1.4	Describe how vendor proposed system will not create a workflow for a member if there is an already open workflow in the same queue for that member.
1.1.5	Describe how vendor proposed system will set the priority of the work item by default and allow for changes in priority. .
1.1.6	Describe how vendor proposed system will send the released work item to the analyst who set the work item to pending.
1.1.7	Describe how vendor proposed system will route a received document to different workflows based on an already existing workflow in process or was recently processed as well as allow for items to be manually routed between workflows when necessary. For example, when the document type is change of address (COA) it might route to the payroll workflow if there is an existing payroll workflow in queue or route to the Refund workflow based on a workflow item in the queue.
1.1.8	Describe how vendor proposed system will create a workflow and send the workflow to different queues based on the document type and system code.
1.1.9	Describe how vendor proposed system will make comments mandatory.
1.1.10	Describe how vendor proposed system will allow for user roles and relationships to be modified.
1.1.11	Describe how vendor proposed system will have a pre-defined list of documents and the queue routing for each type of workflow.
1.1.12	Describe how vendor proposed system will allow for navigation in the user interface to allow the users to perform their required work that matches workflow processes and is flexible to be changed.
1.1.13	Describe how vendor proposed system will “notify” users with existing workflow instances that a document has been added without starting a new workflow instance, when a new document comes into the system.
1.1.14	Describe how vendor proposed system will select a work item, or a group of work items based on document type and assign to a specific role
1.1.15	Describe how vendor proposed system will enable a user to select work items or a group of work items.

1.1.16	Describe how vendor proposed system allows authorized users to assign a work item or group of work items to a specific individual as well as to a role.
1.1.17	Describe how vendor proposed system will provide options to allow users to manually pull a workflow item or group of items to their workbox or auto assign work items as items in the user's inbox are completed. Also describe how items can be assigned between users.
1.1.18	Describe how vendor proposed system will appear in the default presentation by queue and user inbox but allow the user to sort, filter, search and modify the display and save for later use.
1.1.19	Describe how vendor proposed system will move "work" from the current role to another role in the same business process as necessary to advance it through the process.
1.1.20	Describe how vendor proposed system displays a dashboard view of the workflow items that can be reviewed on the user and supervisor levels.
1.1.21	Describe how vendor proposed system can be set to allow for a designated percentage of items to move to the next step in a workflow for a quality review.
1.1.22	Describe how vendor proposed system will track the user who initially acted on the work item and route it to the same person when the QC rejects it.
1.1.23	Describe how vendor proposed system could require a user to add comments when taking an action.
1.1.24	Describe how vendor proposed system will provide status information to the users after actions taken in workflow.
1.1.25	Describe how vendor proposed system will allow users to pend items and retrieve later. and how pend items are displayed to the user.
1.1.26	Describe how vendor proposed system will maintain the data in Reference A, Workflow/Route/Queue List , and allow an authorized user/supervisor to add, remove or change documents type / system code entries.
1.1.27	Describe how vendor proposed system can have a "pending" capability in a workflow instance, allowing the item to remain assigned to them while not remaining in their list of "Active" work.
1.1.28	Describe how vendor proposed system will release items from a pending status.
1.1.29	Describe how vendor proposed system will allow member data to prepopulate information in the ORBIT application when an item is selected in workflow and automatically display a specific ORBIT module based on workflow item.
1.1.31	Describe how vendor proposed system will track and maintain the history of the workflow item.
1.1.32	Describe how vendor proposed system can adjust the settings to check the document batch to ensure quality
2	Application and Configuration Specifications
2.1	Describe how vendor proposed system will integrate with the existing on-premises storage device. For Vendor's reference, DST is currently using Dell ECS S3 as the storage device.
2.1.1	Describe how vendor proposed system will scan, image and index all the RSD documents to TIFF images.

	For Vendor's reference, DST is currently using Kofax/ capture/scanner software to do the above.
2.1.2	Describe how vendor proposed system will provide indexing and retrieval of member ID from ORBIT and import ORBIT correspondence documents. For Vendor's reference, DST is currently using Kofax Import Connector.
2.1.3	Describe how vendor proposed system provides a web application for image retrieval. For Vendor's reference, DST is currently using OpenText ApplicationXtender.
2.1.4	Describe how vendor proposed system will archive the documents and digitalize the archived files into PDF or TIFF format, index, and accessible for retrieval.
2.1.5	Describe how vendor proposed system will manage the business workflows and serve the ORBIT application for image retrieval through webservice calls.
2.1.6	Describe how vendor proposed system will save the metadata and archive all the uploaded images securely. For Vendor's reference, DST is currently using SAM (Secure Archive Manager)
3	Documents Indexing and Storage Specifications
3.1	Describe how vendor proposed system will upload documents and import and index the documents into the system that has been submitted in paper format, email, fax or the ORBIT self-service application.
3.1.1	Describe how vendor proposed system will integrate with ORBIT to retrieve additional details to index the document. Examples of the index fields are document type, system code, and member ID number.
3.1.2	Describe how vendor proposed system will upload the document and create a workflow. The actual image must be stored for retrieval. For Vendor's reference, DST is currently saving in ECS.
3.1.3	Describe how vendor proposed system will allow for the creation of a workflow or not based on business needs.
3.1.4	Describe how vendor proposed system will ensure that all the metadata related to the member documents, and the actual image, must be retained and protected. At present, we have 58 million images retained. Designated users should have the ability to restrict access to stored images based on document type.
3.1.5	Describe how vendor proposed system will provide metadata fields to key in metadata information for the business process to create a workflow and to store relevant information about the member/ agency in the database.
3.1.6	Describe how vendor proposed system will have indexing functionality that allow the following, including and not limited to: <ul style="list-style-type: none"> • Addition of metadata fields as needed • Customized field names for metadata • Date and time stamp
3.1.7	Describe how vendor proposed system will route a document back to be re-scanned/re-indexed.

3.1.8	Describe how vendor proposed system will allow the user to correct mis-indexed items.
3.1.9	Describe how vendor proposed system will allow the use of a barcode in the scanning and routing of documents.
3.1.10	Describe how vendor proposed system will prevent a document or a page from being deleted once the document has been committed (documents or pages may be re-indexed).
4	User Interface/Data Specifications Queues and Inboxes
4.1.1	<p>Describe how vendor proposed system will have a web-based user interface. Currently the following fields are displayed:</p> <p>New workflow inbox columns (inbox) New queue listing columns (group box) Document type Member ID Member name Date captured Account status Note (Retirement date / Special index field) Comment (This should be the most recent comment from history) System code Workflow Subject Activity display name Actor name Priority Response by Assigned on Employer code</p>
5	Workflow Enterprise Console (Workflow Approval Form)
5.1	Describe how vendor proposed system index interface with users will function.
5.1.1	Describe how vendor proposed system will commit the work item or cancel the work item in the indexing process.
5.1.2	Describe how vendor proposed system will provide adequate controls to ensure that the system does not auto-commit.
5.1.3	Describe how vendor proposed system to automatically opens the next work item in the user's inbox.
5.1.4	Describe how vendor proposed system allows for the indexing of scanned images, the pre-population of data index fields, and the ability to add or remove index fields.
5.1.5	Describe how vendor proposed system prevents a user from receiving a workflow item that the user committed for review. The current process prevents a user from receiving work in the next step of the process if the user submitted. .
5.1.6	Describe how vendor proposed system will allow the user to view documents in the assigned queue.

5.1.7	Describe how vendor proposed system will automatically select and move the documents to the user's inbox.
5.1.8	Describe how vendor proposed system will differentiate the documents that are assigned and not assigned. Example: Work items in bold characters have not been assigned in the current process.
5.1.9	Describe how vendor proposed system will allow the user to manually pick the work from the queue.
5.1.10	Describe how vendor proposed system will allow the analyst to view work items
5.1.11	Describe how vendor proposed system will allow the analyst to select an action, enter appropriate comments on the "comment" field and click commit for completing the documents. Example – Analyst chooses an option under "select action" as "send to QC" and comments "please QC" in the "comments field" and clicks commit, the document is considered complete.
5.1.12	Describe how vendor proposed system allows for a list of standard comments to select from when an action is required.
5.1.13	Describe how vendor proposed system will allow for view and sort of all images.
5.1.14	Describe how vendor proposed system will display document workflow history.
5.1.15	Describe how vendor proposed system will allow the user to annotate images.
5.1.16	Describe how vendor proposed system will provide annotations on TIFF, PDF, and Microsoft office documents.
5.1.17	Describe how vendor proposed system will provide the option to view and print documents with or without annotations.
5.1.18	Describe how vendor proposed system will allow the ability to
5.1.19	Describe how vendor proposed system will display image with associated workflow when opened.
5.1.20	Describe how vendor proposed system will ensure all the index fields (document name, member ID and system code) are complete to allow the documents to be committed.
5.1.21	Describe how vendor proposed system will handle documents submitted for which no record can be found.

6	Operational Specifications
6.1.1	<p>Describe how the vendor proposed system will allow the users to perform different actions based on their roles.</p> <p>Example – the users currently perform the following actions:</p> <ul style="list-style-type: none"> • Send to QC - When work on the document is complete. • Pend - When waiting on something from the member or Employer- follow department protocol on the number of days to pend item (items pended for one day will be pended for 24 hours) • Reindex - If the document is indexed incorrectly • Re- Prioritize/ Reassign - Change the priority of the document or assign the document to someone else in your work group <p>The QC currently performs the following actions,</p> <ul style="list-style-type: none"> • Approve • Reject • Pend <p>Re-Prioritize/Reassign</p>
6.1.2	Describe how the vendor proposed system will Reindex a work item, if it is indexed with an incorrect document type, system code or member ID
6.1.3	Describe how the vendor proposed system will allow for workflow reassignment.
6.1.4	Describe how the vendor proposed system will allow for system flexibility as workflows need to be adjusted or modified.
7	Call center (MSREQ)Specifications
7.1	Describe how the vendor proposed system integrates with the current systems in use: NICE CXone, automatic call distribution (ACD), staff performance analytics, and Interactive Voice Response (IVR).
7.1.1	Describe how the vendor proposed system will record and import calls as needed. The naming protocol currently used is MM=Month, DD=Day, YYYY=Year – Date of Call.
7.1.2	Describe how the vendor proposed system will allow workflows to be created from the ORBIT application.
7.1.3	Describe how the vendor proposed system will allow users to search workflows for a member even though the user is not a user of that particular queue.
7.1.4	Describe how the vendor proposed system will allow users to upload documents through ORBIT, sometimes creating a workflow and sometimes without creating a workflow .

REFERENCE A. – COMPLETE WORKFLOW/ROUTE/QUEUE LIST

Doc Type	System Code(s)	Workflow
5TR	Not 05,06,08	Refunds
5OL	ALL	Refunds
5E	ALL	Refunds
5RMD	ALL	Refunds
5	Not 05,06,08	Refunds
ROLLOVER	ALL	Refunds
5RMDASK	ALL	Refunds
CORREF	Not 05,06,08	Refunds
5ASK	ALL	Refunds
5CI	Not 05,06,08	Refunds
PENSIONT R	ALL	Refunds
5WVR	Not 05,06,08	Refunds
COA	ALL	Refunds
7	Not 05,06,08	Disability
700ST	ALL	Disability
700PLT	ALL	Disability
700XST	ALL	Disability
700XSTX	ALL	Disability
7CST	ALL	Disability
7CPLT	ALL	Disability
7CLT	ALL	Disability
7CXST	ALL	Disability
7CXSTX	ALL	Disability
711	ALL	Disability
7SS	ALL	Disability
7CDRET	Not 05,06,08	Disability
7E	ALL	Disability
705	ALL	Disability
706	ALL	Disability
716	ALL	Disability
709	ALL	Disability
7RCAL	ALL	Disability
7AR	ALL	Disability
7CRE	ALL	Disability
7AREQ	ALL	Disability
714	ALL	Disability
700VA	ALL	Disability
SS	ALL	Disability

SSOFFSET	ALL	Disability
700WCMP	ALL	Disability
296	ALL	Disability
297	ALL	Disability
707	ALL	Disability
237	ALL	Disability
7ASK	ALL	Disability
709ASK	ALL	Disability
CORDIS	Not 05,06,08	Disability
7EARNASK	ALL	Disability
7A	Not 05,06,08,09	Disability
700LT	ALL	Disability
704	ALL	Disability
701	ALL	Disability
703	ALL	Disability
MED	Not 05,06,08,09	Disability
JD	Not 05,06,08,09	Disability
PSCST	01, 03	Retirement Calculation (Retirement 2)
309	Not 05,06,08	Retirement Calculation (Retirement 2)
6SVC	ALL	Retirement Calculation (Retirement 2)
400SVC	ALL	Retirement Calculation (Retirement 2)
SVCREQ	ALL	Retirement Calculation (Retirement 2)
4	ALL	Retirement Calculation (Retirement 2)
309SVC	ALL	Retirement Calculation (Retirement 2)
SVCPOOL	ALL	Retirement Calculation (Retirement 2)
7SV	ALL	Retirement Calculation (Retirement 2)
SVCRWK	ALL	Retirement Calculation (Retirement 2)
SVC	ALL	Retirement Calculation (Retirement 2)
EARNASK	ALL	Retirement Calculation (Retirement 2)
499	ALL	Retirement Calculation (Retirement 2)
479	ALL	Retirement Calculation (Retirement 2)
455	Not 05,06,08	Retirement Calculation (Retirement 2)
384	ALL	Retirement Calculation (Retirement 2)
462	Not 05,06,08	Retirement Calculation (Retirement 2)
SVCADJ	ALL	Retirement Calculation (Retirement 2)
478	ALL	Retirement Calculation (Retirement 2)
463	ALL	Retirement Calculation (Retirement 2)
485	ALL	Retirement Calculation (Retirement 2)
470	ALL	Retirement Calculation (Retirement 2)
441	ALL	Retirement Calculation (Retirement 2)
481	ALL	Retirement Calculation (Retirement 2)
337	Not 05,06,08	Retirement Calculation (Retirement 2)
OSV	ALL	Retirement Calculation (Retirement 2)

466	Not 05,06,08	Retirement Calculation (Retirement 2)
443	ALL	Retirement Calculation (Retirement 2)
467	ALL	Retirement Calculation (Retirement 2)
432	ALL	Retirement Calculation (Retirement 2)
400RCAL	ALL	Retirement Calculation (Retirement 2)
463F	ALL	Retirement Calculation (Retirement 2)
DD214	Not 09	Retirement Calculation (Retirement 2)
316ADJ	ALL	Retirement Calculation (Retirement 2)
461	Not 05,06,08	Retirement Calculation (Retirement 2)
451	ALL	Retirement Calculation (Retirement 2)
432	ALL	Retirement Calculation (Retirement 2)
430	ALL	Retirement Calculation (Retirement 2)
452	ALL	Retirement Calculation (Retirement 2)
SATREQ	ALL	Retirement Calculation (Retirement 2)
SVCASK	ALL	Retirement Calculation (Retirement 2)
309ASK	ALL	Retirement Calculation (Retirement 2)
400ASK	ALL	Retirement Calculation (Retirement 2)
EARNALL	ALL	Retirement Calculation (Retirement 2)
319401K	ALL	Retirement Pension Processing (Retirement 1)
319	ALL	Retirement Pension Processing (Retirement 1)
6NZB	ALL	Retirement Pension Processing (Retirement 1)
6ERMD	ALL	Retirement Pension Processing (Retirement 1)
319457	ALL	Retirement Pension Processing (Retirement 1)
6ER	ALL	Retirement Pension Processing (Retirement 1)
6ELEO	ALL	Retirement Pension Processing (Retirement 1)
319LEO	ALL	Retirement Pension Processing (Retirement 1)
6E	ALL	Retirement Pension Processing (Retirement 1)
6EOL	ALL	Retirement Pension Processing (Retirement 1)
6C	ALL	Retirement Pension Processing (Retirement 1)
6INT	ALL	Retirement Pension Processing (Retirement 1)
6OL	ALL	Retirement Pension Processing (Retirement 1)
6DSR	ALL	Retirement Pension Processing (Retirement 1)
6	Not 05,06,08	Retirement Pension Processing (Retirement 1)

6RMD	ALL	Retirement Pension Processing (Retirement 1)
6EOLCAN	ALL	Retirement Pension Processing (Retirement 1)
ORP	ALL	Retirement Pension Processing (Retirement 1)
PSMLTAGN C	ALL	Retirement Pension Processing (Retirement 1)
6RMDASK	ALL	Retirement Pension Processing (Retirement 1)
REVOC	ALL	Retirement Pension Processing (Retirement 1)
WAIVER	Not 09	Retirement Pension Processing (Retirement 1)
CORRETP R	ALL	Retirement Pension Processing (Retirement 1)
OPT4	ALL	Retirement Pension Processing (Retirement 1)
6ECAN	ALL	Retirement Pension Processing (Retirement 1)
6ASK	ALL	Retirement Pension Processing (Retirement 1)
6RCAL	Not 05,06,08	Retirement Pension Processing (Retirement 1)
DEAEREQ	ALL	Death Processing
DEVER	Not 04,05,06,08,09	Death Processing
SABREQ	ALL	Death Processing
6SAB	Not 05,06,08	Death Processing
DC	Not 04,05,06,08,09	Death Processing
DELGL	Not 04,05,06,08,09	Death Processing
DB228	Not 05,06,08	Death Processing
2BV	Not 05,06,08	Death Processing
DEINF	Not 04,05,06,08,09	Death Processing
253	Not 05,06,08	Death Processing
5ROC	Not 05,06,08	Death Processing
2BVTE	Not 05,06,08	Death Processing
DEATH	Not 04,05,06,08,09	Death Processing
CORDEAR TH	Not 05,06,08	Death Processing
DEASK	ALL	Death Processing
276	ALL	Payroll Services
333BEN	ALL	Payroll Services
336401K	ALL	Payroll Services
2	ALL	Payroll Services
336457	ALL	Payroll Services
2DB	ALL	Payroll Services
2C	ALL	Payroll Services

2ORP	ALL	Payroll Services
2ORPREQ	ALL	Payroll Services
3	ALL	Payroll Services
2RC	ALL	Payroll Services
336	ALL	Payroll Services
170S	ALL	Payroll Services
170TB	ALL	Payroll Services
170457	ALL	Payroll Services
170410K	ALL	Payroll Services
170	ALL	Payroll Services
290401K	ALL	Payroll Services
290S	ALL	Payroll Services
290	ALL	Payroll Services
290457	ALL	Payroll Services
COA	ALL	Payroll Services
333	ALL	Payroll Services
ERASK	ALL	Payroll Services
ERRWK	ALL	Payroll Services
CPRREC	ALL	Payroll Services
MARRIAGE	ALL	Payroll Services
SSC	ALL	Payroll Services
NAMECI	ALL	Payroll Services
SSNCHG	ALL	Payroll Services
RCASK	ALL	Payroll Services
333CI	ALL	Payroll Services
CHKREQ	ALL	Payroll Services
CORACTG	ALL	Payroll Services
OPLATE	ALL	Payroll Services
OPDE	ALL	Payroll Services
OPDIP	ALL	Payroll Services
OPMC	ALL	Payroll Services
PAYRDED	ALL	Payroll Services
COACHK	ALL	Payroll Services
AFF	ALL	Payroll Services
PRASK	ALL	Payroll Services
LEVY	ALL	Payroll Services
CHLDUP	ALL	Payroll Services
LOD	ALL	Payroll Services
HM	ALL	Payroll Services
HMREQ	ALL	Payroll Services
VOI	ALL	Payroll Services
HMCHG	ALL	Payroll Services
HMASK	ALL	Payroll Services

717ERBam k	ALL	Payroll Services
2FR	09	Payroll Services
316	ALL	Payroll Services
OPWP	ALL	Payroll Services
OPRTW	ALL	Payroll Services
MR	ALL	Member Services
CI	Not 05,06,08	Member Services
DROASK	ALL	Member Services
LEGAL	Not 05,06,08,09	Member Services
CORMEMS VC	Not 05,06,08	Member Services
GRDIANSH P	ALL	Member Services
DRO	Not 05,06,08,09	Member Services
1099R	ALL	Member Services
AOI	Not 09,05,06,02	Member Services
MSASK	ALL	Member Services
IMASK	ALL	Imaging Correspondence
RCMICRO	ALL	Imaging Correspondence
OPAWARD	ALL	Compliance
OP	ALL	Compliance
OPDISMC	ALL	Compliance
RETWRK	ALL	Compliance
OPFR	ALL	Compliance
RTWERPE NT	ALL	Compliance
OPSOI	ALL	Compliance
COMPLIAN C	Not 05,06,08,09	Compliance
OPDRET	ALL	Compliance
MSREQ	ALL	Member Services
MSERG	ALL	Member Services
7CFR	ALL	Specialty plans
AOI	09	Specialty plans
DEINF	09	Specialty plans
FRAFF	09	Specialty plans
DC	04,05,06,08,09	Specialty plans
7FR	ALL	Specialty plans
FRSUV	09	Specialty plans
JD	05,06,08	Specialty plans
MED	05,06,08	Specialty plans
7A	05,06,08	Specialty plans
WAIVER	09	Specialty plans

FRAFF	09	Specialty plans
DELGL	09	Specialty plans
5FR	09	Specialty plans
349	ALL	Specialty plans
6FR	ALL	Specialty plans
350	ALL	Specialty plans
LEGAL	09	Specialty plans
SPASK	ALL	Specialty plans
COFR	ALL	Specialty plans
DEATH	09	Specialty plans
POA	09	Specialty plans
5WVR	05,06,08	Specialty plans
DB228	05,06,08	Specialty plans
466	05,06,08	Specialty plans
7	05,06,08	Specialty plans
6ELEO	05,06,08	Specialty plans
7A	09	Specialty plans
6	05,06,08	Specialty plans
CJUSS	05	Specialty plans
462	05,06,08	Specialty plans
253	05,06,08	Specialty plans
5ROC	05,06,08	Specialty plans
5	05,06,08	Specialty plans
LEGAL	05,06,08	Specialty plans
7CDRET	05,06,08	Specialty plans
AOI	05,06	Specialty plans
CI	05,06,08	Specialty plans
JD	05,06,08	Specialty plans
CORMEMS VC	05,06,08	Specialty plans
DEATH	04,05,06,08	Specialty plans
6SAB	05,06,08	Specialty plans
CORDIS	05,06,08	Specialty plans
CORREF	05,06,08	Specialty plans
6EJ	ALL	Specialty plans
MED	05,06,08	Specialty plans
6RCAL	05,06,08	Specialty plans
DEINF	04,05,06,08	Specialty plans
DC	04,05,06,08	Specialty plans
DELGL	04,05,06,08	Specialty plans
DEVER	04,05,06,08	Specialty plans
CORDEAT H	05,06,08	Specialty plans

5TR	05,06,08	Specialty plans
309	05,06,08	Specialty plans
5CI	05,06,08	Specialty plans
461	05,06,08	Specialty plans
337	05,06,08	Specialty plans
455	05,06,08	Specialty plans
6ROD	04	Specialty plans
AOI	02	Specialty plans
6NG	ALL	Specialty plans

REFERENCE B. PROCESSING TURNAROUND TIME (TAT)

5TR: 30 days

7EARNASK: 30 days

Affidavits (Divorce): 6 weeks from the phone request or receipt of the written correspondence with the correct information

Affidavits of Identity: 3-4 business days

Beneficiary Forms: (333BEN, 336, 276): 30 Days

Death Benefits: 30-60 days (after receipt of certified copy of death certificate and all other required documents)

Disability: 30 - 45 days to present a case to the Medical Board for review (after receipt of complete application and all relevant employer and physician information - incomplete or unclear information from any of the parties will cause a delay in processing). After Medical Board approval, 30 - 60 days for completing calculations and preparing payment.

Document Retention (original documents): 60 days

Domestic Relations Orders: 4 weeks

EARNASK: 3-5 business days

ERG Responses: Email - 5-6 business days, Correspondence - 10 - 14 business days

Estimates: 3-5 business days

Fax Processing: 3 days from date of receiving fax

HM Forms (ORP3): 5-7 business days

Microfiche Requests: 5-10 business days - up to 3 days for research, ORBIT update or Workflow entry

Pension Transfers: 30 days

POA Review: Call Center - 1-3 business days, ERG - 4 business days

Purchases: 4-6 business days

Refunds: 30 days (provided 60 day waiting period has been met)

Retirement

- From receipt of Form 6 until 6ACK package mailed: 1-2 days
- From receipt of Form 6 until 6EST package mailed: 60 days

Retirement Online - From completion of Step 1 to notification to member to start Step 2: 60 Days

Retirement account audits (BenRecalc) after member has retired: 6-8 months.

If member or ER requests RECALC, MSREQ can be done if all the money is here.

Revert To Max: 30-60 days from receipt of death certificate of deceased monthly survivor and any other requested documentation

Service Audits: 7-10 business days

Supplemental Payments (replacement or late checks)

After late 6E or 7E is processed, how soon would supplemental be mailed? Issued the first available Thursday

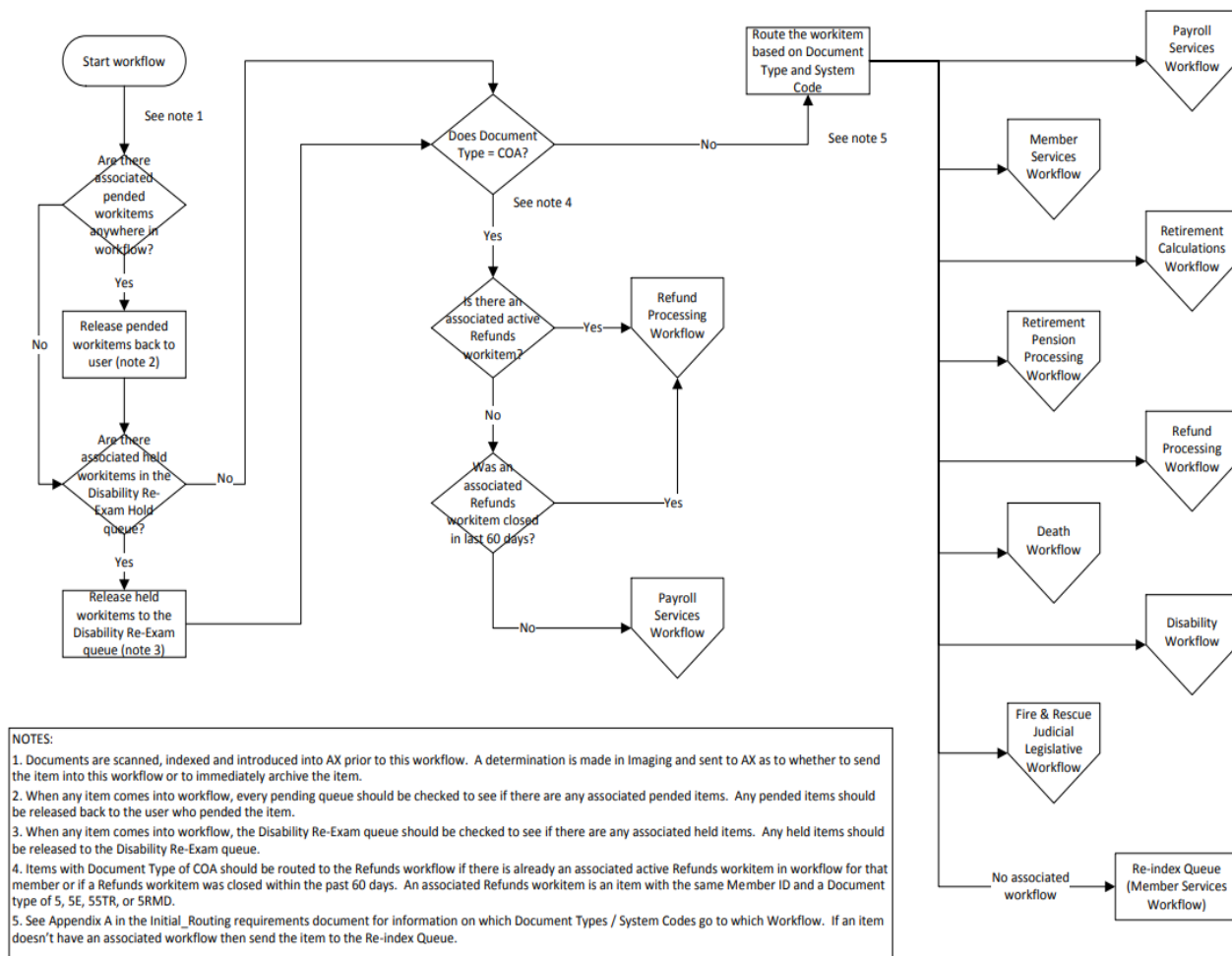
From receipt of returned EFT, how soon would supplemental be mailed? Issued the first available Thursday

(assuming we don't need any paperwork and everything on the members account is correct)

VOI: 5-7 business days

REFERENCE C. INITIAL ROUTING WORKFLOW

Initial Routing Workflow



REFERENCE D-DOCUMENT IMAGING REQUEST FORM



North Carolina
Total Retirement Plans

A Division of the North Carolina Department of State Treasurer

Document Imaging Request Form

Please indicate the following

Workflow ☐

Document Name _____

Non-Workflow ☐

System Code _____

Member ID #'s

Special Instructions for Imaging

ASAP/High-Level/Escalation <input type="checkbox"/>	Employer Repository <input type="checkbox"/>
Fire & Rescue Repository <input type="checkbox"/>	Board of Trustees Meeting Minutes <input type="checkbox"/>

Imaging Team Use Only

Date Received: _____	Time: _____
Duplex <input type="checkbox"/>	Legal <input type="checkbox"/>
Batch Name: _____	

Prepping

Date Received: _____	Time: _____
RET _____	

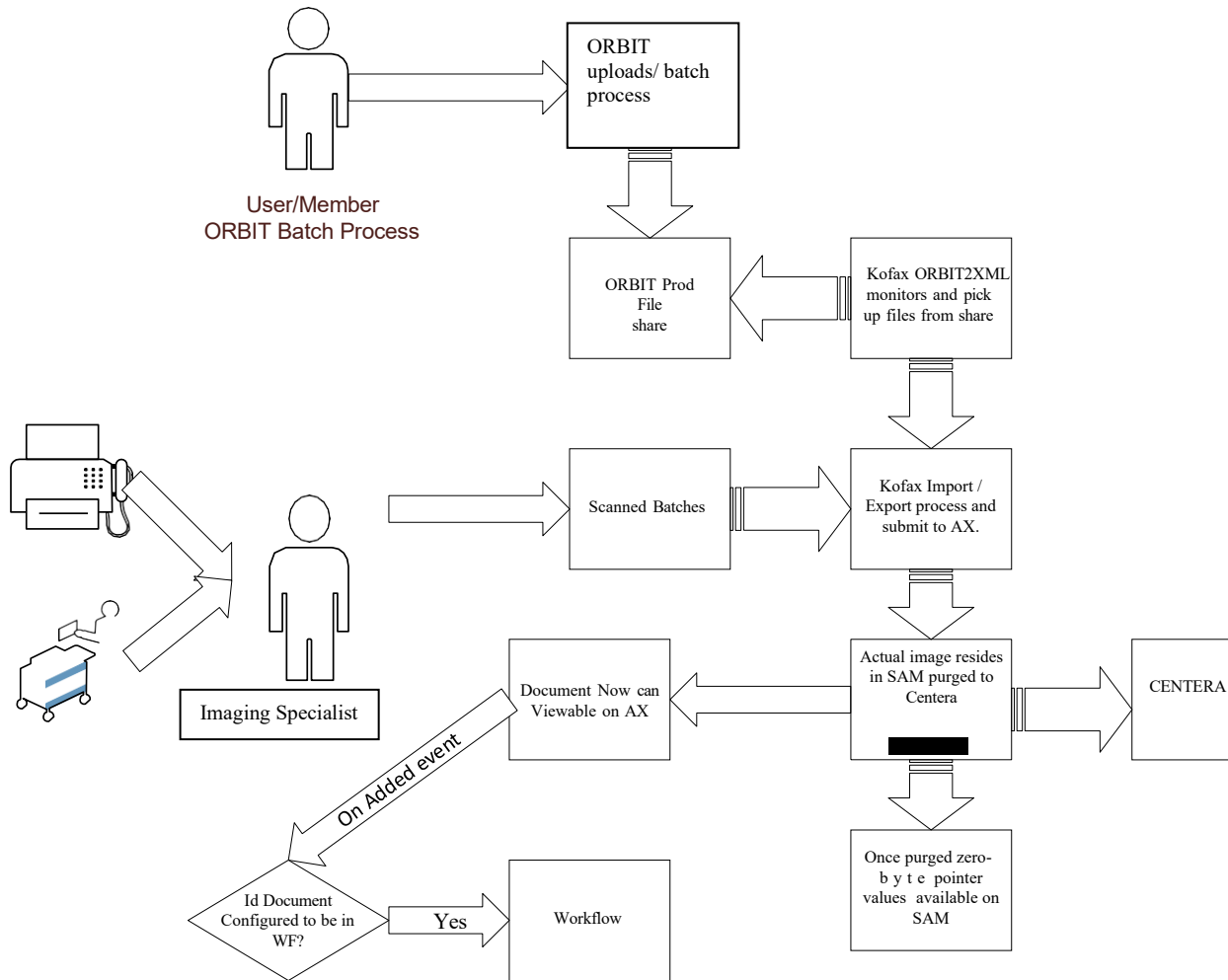
Scanning

Date Received: _____	Time: _____
RET _____	

Indexing

Date Received: _____	Time: _____
RET _____	

REFERENCE E. RETIREMENT SYSTEMS DIVISION IMAGE FLOW



AX/WF imaging process includes

1. Scanning the member information with supported documents received from the members into the system and imaging team will retrieve additional details required to index the details of members from ORBIT database.
2. ORBIT Batch processing /ORBIT users and Members uploads through LOB will be processed using ORBIT2XML/ Kofax Import/Export processors on Kofax servers.
3. Some users can also add documents into the system directly from AX.
4. Permissions for AX/WF/Kofax users (add/remove) can be provided only by person who has administrative rights to server for certain applications.
5. AX/WF imaging setup in a way that every input files received through Scanning/ORBIT/Member Uploads gets into AX. But only specific documents that business requested to process through workflow will get into workflow.
6. All the metadata related to member and document will be saved AX database and the actual

image will be saved in Centera. AX needs to communicate with SAM server and use its service in order for image to reach Centera.

7. AX/Workflow databases store following member/Agency (Important) information about member into the database.
 - a. Document Type
 - b. MemberId
 - c. Member Name
 - d. System Code
 - e. ClerkId
 - f. SSN
 - g. Date Captured
 - h. Agency Code
 - i. Agency Name
 - j. Account Status
 - k. Source of the document (Scan/ORBIT etc.)
8. Kofax databases will store information about the batch before it gets processed. Once the batch is processed there is nothing that it retains.
9. All AX/WF/Kofax services use Service accounts for anything to be processed, using a test service account.

3.5 ARCHITECTURE

For information purposes, our current architecture for the Document Management System is an on-premises application composed of a test and production environment. We are asking that the vendor provide their proposed architecture solution for the vendor's proposed document management solution.

The test environment is composed of:

- AX Public Facing Windows 2012 R2 Server
- AX Workflow Webserver (Windows 2012)
- Workflow Services Application Server (Windows 2012)
- Kofax Application Server (Windows 2016)

Image Storage:

- SAM Windows Server 2016 contains pointers to the Imaging system
- ECS Device, which contains approximately 58 million
This image server will remain on premise

Database:

- AX/WF SQL Server 2016 Database
- Kofax SQL Server 2016 Database

The production environment is composed of:

- AX Public Facing Windows 2012 R2 Server
- AX Workflow Webserver (Windows 2012)
- Workflow Services Application Server (Windows 2012)
- Kofax Application Server (Windows 2016)

Image Storage:

- SAM Windows Server 2016 contains pointers to the Imaging system
- ECS Device, which contains approximately 58 million
This image server will remain on premise

Database

- AX/WF SQL Server 2016 Database
- Kofax SQL Server 2016 Database

After each workflow is complete application extender uses the web.config file, which coordinates a workflow services, call to ORBIT. Using a web service call, the proposed solution must integrate with ORBIT and update this database based on the individual workflow process information.

Describe how the vendor proposed solution will use existing or new virtual servers and describe the vendor security regulations and implementation for virtual server environment. t It is essential to note that the ECS Device that stores images will remain on premise. Describe how vendor proposed solution will integrate seamlessly with this device.

3.6 IMPLEMENTATION AND TRAINING

3.6.1 PROJECT MANAGEMENT APPROACH

Describe Vendor's Project Management Approach for managing the design, configuration, and implementation of the new system. The project management components that the Vendor is responsible for include, but are not limited to, project work plans, project deliverables, implementation schedules and budgets, risk management, change management, issue management, and quality management.

The following sub-sections outlined in 3.6.1 through 3.6.15 contain additional content for Vendor's description of their approach to Project Management.

3.6.2 PROJECT WORK PLAN

Describe the Project Work Plan. Vendors will be responsible for the development and maintenance of a detailed work breakdown structure that includes, but is not limited to, the identification and definition of all project phases, stages, and tasks and the respective start dates, duration of tasks, dependencies of tasks, milestones, deliverable due dates, and responsible party. Provide an overview of Vendor's proposed project work plan, including:

- a) Identification of proposed tasks associated with the initial implementation
- b) Critical Path
- c) Task dependencies
- d) Project milestones and deliverables
- e) Task Owners by Organization (including tasks involving the Vendor, NCDST and any third-party Vendors)

Identification of tasks where NCDST subject matter and technical staff will be working independently or collaboratively with the Vendor staff or Vendor Project Manager during the design, development, configuration, implementation, and training phases of the IDMS solution.

3.6.3 BACKGROUND TO THE PREPARATION OF THE PROJECT WORK PLAN

NCDST requests that the Vendor address/include the following general project tasks in its work plan:

- f) Plan the overall IDMS implementation schedule identifying deployment milestones and target delivery dates.
- g) Install the IDMS application supplied as part of its Offer and train State level technical staff during the initial testing of the new system.
- h) Provide data conversion of existing data including data verification and testing.
- i) Customize IDMS products to support NCDST RSD operational requirements.
- j) Develop IDMS interfaces to external sources (ORBIT) for data verification at appropriate integration points throughout the system.
- k) Discuss how Vendor's proposed IDMS solution will integrate with existing systems, as appropriate.
- l) Describe how Vendor will test and provide a report to validate and verify that all IDMS components and functions meet the Vendor's acknowledged requirements of the Vendor's submittal and prove that IDMS components operate properly. Testing includes functional testing, systems integration testing, and performance testing.

- m) Describe how the vendor will present the training of site-level RSD staff with consideration for appropriate training equally available to the off-site contract staff.
- n) Document milestones for piloting and general rollout of each module/function.
- o) Describe how the vendor will oversee the roll out of the new IDMS.
- p) Document the system's operational and system backup procedures.

3.6.4 WORK PLAN MANAGEMENT APPROACH

Within the offer, describe Vendor's approach to effectively manage the project work plan, including the method for ensuring timely updates to the work plan, the approach for managing and communicating changes to NCDST, and the approach for tracking baseline versus actual or the methods and procedures employed in implementation steps. Describe the type of project controls you use to manage scope, time, budget, and quality.

3.6.5 RISK MANAGEMENT APPROACH

Describe Vendor's approach to risk management, including Vendor's approach to risk identification, risk analysis, risk response development, risk monitoring, and control or the methods employed in other implementations.

3.6.6 ISSUES MANAGEMENT APPROACH

Describe Vendor's approach to issues management, including, the issue management control system to be used and Vendor's approach to issuing identification, impact evaluation, issue assignment, and issue resolution or the methods employed in other implementations.

3.6.7 QUALITY MANAGEMENT APPROACH

Describe Vendor's approach to quality management, including. quality planning, quality assurance, and quality control or the methods employed in other implementations. Describe Vendor will facilitate and process re-engineering and improvements during the implementation phase.

3.6.8 KNOWLEDGE TRANSFER APPROACH

Describe Vendor's approach to performing knowledge transfer to NCDST IT technical staff and RSD staff.

3.6.9 COMMUNICATION PLAN

Describe Vendor's approach for communicating timelines to all affected stakeholders.

3.6.10 TRAINING APPROACH

Describe Vendor's training approach for NCDST staff. NCDST recognizes that several options can be deployed to successfully train the State's Retirement systems on the new system. NCDST is seeking a blended or hybrid solution combining face-to-face training with other on-line training, webinars, and videos for on-demand "just-in-time" training to coincide with the software deployment schedule.

3.6.11 TRAINING PHILOSOPHY

Describe the Vendor's training philosophy.

3.6.12 TRAINING METHODOLOGY

Describe Vendor's training methodology and techniques for providing effective training of State and contractor support staff. Describe training techniques for assuring the blended training options will be successful. Discuss when various training methodologies would be employed including, but not limited to:

- Face-to-Face training for NCDST business staff onsite at the Raleigh location for approximately 180 individuals of various staff positions
- Face-to-Face training for "train-the-trainer" type training of two to three (2 to 3) individuals onsite at the Raleigh location who will in turn provide training to the onsite staff and offsite RSD contractors.
- Face-to-Face training for NCDST technical support staff of approximately five (5) people as appropriate
- Embedded on-line training modules from within the application training system.
- "On demand" multimedia/videos for onsite refresher training in Raleigh and for support of offsite training of the State's RSD contract staff.
- Additionally, describe the process the Vendor will use to develop the training plan. The plan should address the various training audiences, training topics, proposed training materials and tools, required training logistics, and training evaluation procedures. The Vendor should describe the order of training audiences.

3.6.13 VENDOR TRAINING MODULES

The NCDST understands that not all personnel need training on all modules of the new System. With that in mind, describe vendor's training approach for addressing this factor for training NCDST staff and the offsite RSD contract staff, including a breakdown of end-user roles and the specific classes that will be offered to each role.

Describe online classes, webinars, and videos available for initial training and continuing fresher course training for system topics.

3.6.14 SAMPLE TRAINING CURRICULUM

The NCDST may request that finalist Vendors provide samples of Vendor's training materials prior to award, via an Encrypted USB flash drive. Requested samples may also include examples of handouts, workbooks, pre-recorded webinars, videos, and links to online courses.

3.6.15 VENDOR WORK EXPERIENCE

The Vendor shall provide three (3) references of customers utilizing the proposed solution fully implemented in a setting similar to this solicitation's scope of work. References within like North Carolina communities / industries are encouraged.

Demonstrate Vendor's company background and experience with either government entities or private organizations completed within the last five (5) years. Government experience is preferred. Identify previously implemented imaging and document management system configuration; most like the services requested, as described herein, in terms of functionality and complexity. Strengths of the Vendor's response will be determined as those most relevant to these specifications.

For each reference, at a minimum, provide the following information:

- i. Time period over which offered solution implementation was completed;
- ii. Brief summary of the offered solution implementation and the lessons learned;
- iii. Number of vendor or technical staff supporting, maintaining, and managing the offered solution;
- iv. The name, address, email address and telephone number of at least one manager in each referenced organization who is personally familiar with the Vendor's performance under the contract.

The State may contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether the Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

4.0 COST OF VENDOR'S OFFER

4.1 OFFER COSTS

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

1. Proposed program conversion and initial system implementation/software fee.
2. Proposed cost for training for initial system implementation.
3. Proposed annual fee for software.
4. Proposed annual fee for technical support, to include specific costs and details of technical support.

5. Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service.
6. Proposed annual cost for maintenance.
7. Other costs.

Price quotations can include the estimated costs of furnishing all materials, equipment, labor, maintenance, complete and accurate data conversion costs for all data contained in the current system, training, operating manuals, and services necessary or proper for the completion of the work described in this RFP unless otherwise noted in the RFP.

Vendor's offer must include maintenance costs. Any annual increase in maintenance costs after two years must be stated in Vendor's offer.

4.2 PAYMENT SCHEDULE

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

4.3 COST TABLES:

Outlined below are costs for years one (1) through eight (8), with two one-year optional renewal years, years nine (9) and ten (10) to be exercised at the discretion of the state. Vendor completes the cost tables below.

SFY 2024 – Year One (1)

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	Proposed program conversion and initial system implementation/software fee		
2	1	each	Proposed cost for training for initial system implementation.		
3	1	each	Proposed annual fee for software.		
4	1	each	Proposed annual fee for technical support, to include specific costs and details of technical support.		
5	1	each	Proposed annual cost for maintenance.		
6	1	each	Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service		
7	1	each	Other		
Total Offer Cost for Year One (1)					

SFY 2025 – Year Two (2)

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	Proposed annual fee for software.		
2	1	each	Proposed annual fee for technical support, to include specific costs and details of technical support.		
3	1	each	Proposed annual cost for maintenance.		
4	1	each	Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service		
5	1	each	Other		
Total Offer Cost for Year Two (2)					

SFY 2026 – Year Three (3)

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	Proposed annual fee for software.		
2	1	each	Proposed annual fee for technical support, to include specific costs and details of technical support.		
3	1	each	Proposed annual cost for maintenance.		
4	1	each	Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service		
5	1	each	Other		
Total Offer Cost for Year Three (3)					

SFY 2027 – Year Four (4)

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	Proposed annual fee for software.		
2	1	each	Proposed annual fee for technical support, to include specific costs and details of technical support.		
3	1	each	Proposed annual cost for maintenance.		
4	1	each	Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service		
5	1	each	Other		
Total Offer Cost for Year Four (4)					

SFY 2028 – Year Five (5)

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	Proposed annual fee for software.		
2	1	each	Proposed annual fee for technical support, to include specific costs and details of technical support.		
3	1	each	Proposed annual cost for maintenance.		
4	1	each	Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service		
5	1	each	Other		
Total Offer Cost for Year Five (5)					

SFY 2029– Year Six (6)

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	Proposed annual fee for software.		
2	1	each	Proposed annual fee for technical support, to include specific costs and details of technical support.		
3	1	each	Proposed annual cost for maintenance.		
4	1	each	Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service		
5	1	each	Other		
Total Offer Cost for Year Six (6)					

SFY 2030 – Year Seven (7)

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	Proposed annual fee for software.		
2	1	each	Proposed annual fee for technical support, to include specific costs and details of technical support.		
3	1	each	Proposed annual cost for maintenance.		
4	1	each	Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service		
5	1	each	Other		
Total Offer Cost for Year Seven (7)					

SFY 2031 – Year Eight (8)

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	Proposed annual fee for software.		
2	1	each	Proposed annual fee for technical support, to include specific costs and details of technical support.		
3	1	each	Proposed annual cost for maintenance.		
4	1	each	Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service		
5	1	each	Other		
Total Offer Cost for Year Eight (8)					

SFY 2032 Optional Renewal Year One (serving as year nine of the contract)

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	Proposed annual fee for software.		
2	1	each	Proposed annual fee for technical support, to include specific costs and details of technical support.		
3	1	each	Proposed annual cost for maintenance.		
4	1	each	Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service		
5	1	each	Other		
Total Offer Cost for Optional Year One (1)					

SFY 2033 – Optional Renewal Year Two (serving as year ten of the contract)

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	Proposed annual fee for software.		
2	1	each	Proposed annual fee for technical support, to include specific costs and details of technical support.		
3	1	each	Proposed annual cost for maintenance.		
4	1	each	Proposed cost for optional products/services, which are not mandatory to the product and service, but are available as a supporting resource/service		
5	1	each	Other		
Total Offer Cost for Optional Year Two (2)					

TOTAL COST FOR 8-YEAR TERM, PLUS TWO OPTIONAL RENEWAL YEARS (IF EXERCISED)

Total Cost for 8-Year Term	
Total Cost for 2 Optional Renewal Years	
Total:	

5.0 EVALUATION

[N.C.G.S §143B-1350(h): All offers are subject to evaluation of the most advantageous offer to the State. Evaluation shall include best value, as the term is defined in N.C.G.S. 143-135.9(a)(1), compliance with information technology project management policies, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation.

5.1 SOURCE SELECTION

This procurement will be a solution-based solicitation in alignment with [9 NCAC 06B.0302](#), when the best value recommendation for award is based on ranking all offers and will not be based solely on the lowest priced-technically acceptable source. This procurement is a designated I.T. Project and evaluation and contract terms must adhere to [N.C.G.S. §143B-1340](#).

A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor providing the Best Value and recognizing that Best Value

may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with or traded-off against other non-price factors.

- a) Evaluation Process Explanation. State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
- b) To be eligible for consideration, Vendor's offer must substantially conform to the intent of all specifications. Further, a serious deficiency in the offer to (1) factor may be grounds for rejection regardless of overall score.
- c) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the offer.
- d) Vendors are advised that the State is not obligated to ask for or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.

5.2 EVALUATION CRITERIA

State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.

Evaluation Method: Qualified offers will be evaluated, and acceptance will be made in accordance with Best Value procurement practices as defined by N.C.G.S. § 143-135.9, 9 NCAC 6A and 6B.0302, and N.C.G.S. §143B-1340. A trade-off methodology will be used to evaluate offers based on the evaluation criteria in order of importance.

- a) Vendor may be disqualified from any evaluation or award if Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.

Evaluation Criteria	
1.	How well the Vendor's offer conforms with the specifications in RFP Section 3.0.
2.	How each Vendor's offer compares with other Vendor's offers.
3.	Vendor's adherence to the Business and Technical Specifications, Section 3.4.3
4.	Vendor's approach to Architecture, Section 3.5
5.	Vendor's approach to Implementation and Training, Section 3.6
6.	Vendor Experience and References, Section 3.6.15
7.	Total Cost of Ownership, Section 4.0

5.3 BEST AND FINAL OFFERS (BAFO)

The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendor(s) within this range, e.g., "Finalist Vendor(s)". If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State will evaluate BAFO(s), oral presentations, and product demonstrations as part of the Vendors' respective offers to determine the final rankings.

5.4 POSSESSION AND REVIEW

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

After award of contract the complete bid file will be available to any interested persons with the exception of trade secrets, test information or similar proprietary information as provided by statute and rule. Any proprietary or confidential information, which conforms to exclusions from public records as provided by N.C.G.S. §132-1.2 must be clearly marked as such in the offer when submitted.

6.0 VENDOR INFORMATION AND INSTRUCTIONS

6.1 GENERAL CONDITIONS OF OFFER

6.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person.

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

6.1.2 RIGHTS RESERVED

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

- a) waive any formality;
- b) amend the solicitation;
- c) cancel or terminate this RFP;
- d) reject any or all offers received in response to this RFP;
- e) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- f) if the response to this solicitation demonstrates a lack of competition, negotiate directly with one or more Vendors;
- g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
- h) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.

6.1.3 SOLICITATION AMENDMENTS OR REVISIONS

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

6.1.4 ORAL EXPLANATIONS

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendors contact regarding this RFP with anyone other than the State's contact person may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.

6.1.5 E-PROCUREMENT

This is an E-Procurement solicitation. See Attachment B, paragraph #38 of the attached North Carolina Department of Information Technology Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide E-Procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to E-Procurement.

- a) General information on the E-Procurement service can be found at <http://eprocurement.nc.gov/>
- b) Within two days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service at the following website:
<http://eprocurement.nc.gov/Vendor.html>
- c) As of the RFP submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

6.1.6 ELECTRONIC VENDOR PORTAL (EVP)

The State has implemented the electronic Vendor Portal (eVP) that allow the public to retrieve award notices and information on the Internet at <https://evp.nc.gov>. Results may be found by searching by Solicitation Number or agency name. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

6.1.7 PROTEST PROCEDURES

Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in the purchasing agency's office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. **All protests are governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

6.2 GENERAL INSTRUCTIONS FOR VENDOR

6.2.1 SITE VISIT OR PRE-OFFER CONFERENCE: RESERVED.

6.2.2 QUESTIONS CONCERNING THE RFP

All inquiries regarding the solicitation specifications or requirements are to be addressed to the contact person listed on Page One of this solicitation via the Ariba Sourcing Tool's message board. Vendors contact regarding this Solicitation with anyone other than the contact person listed on Page One of this Solicitation may be grounds for rejection of said Vendor's offer.

Written questions concerning this Solicitation will be received until November 15, 2023, at 10:00. a.m. Eastern Time.

They must be submitted to the contact person listed on Page One of this Solicitation via Jessica.Herrmann@nctreasurer.com . Please enter "Questions Solicitation RFP#07-2022-

IT004” as the subject for the message. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

6.2.3 ADDENDUM TO RFP

If a pre-offer conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State shall become an Addendum to this RFP and provided via the State’s Ariba Sourcing Tool. Vendors’ questions posed orally at any pre-offer conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer. Oral answers are not binding on the State.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the State’s Ariba Sourcing Tool for any and all Addenda that may be issued prior to the offer opening date.

6.2.4 COSTS RELATED TO OFFER SUBMISSION

Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.

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

6.2.5 VENDOR ERRATA AND EXCEPTIONS

Any errata or exceptions to the State’s requirements and specifications may be presented on a separate page labeled “Exceptions to Requirements and Specifications”. Include references to the corresponding requirements and specifications of the Solicitation. Any deviations shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or non-equivalent goods or services may be rejected if not found substantially conforming; and if offered, must be supported by independent documentary verification that the offer substantially conforms to the specified goods or services specification.** If a vendor materially deviates from RFP requirements or specifications, its offer may be determined to be non-responsive by the State.

Offers conditioned upon acceptance of Vendor Errata or Exceptions may be determined to be non-responsive by the State.

6.2.6 ALTERNATE OFFERS: RESERVED

6.2.7 MODIFICATIONS TO OFFER

An offer may not be unilaterally modified by the Vendor.

6.2.8 BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the State 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 specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed specification 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 State.

6.2.9 NON-RESPONSIVE OFFERS

Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- “This offer does not constitute a binding offer”,
- “This offer will be valid only if this offer is selected as a finalist or in the competitive range”,
- “The Vendor does not commit or bind itself to any terms and conditions by this submission”,
- “This document and all associated documents are non-binding and shall be used for discussion purposes only”,
- “This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties”, or
- A statement of similar intent

6.2.10 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

Vendors do not have to be registered with the NC Secretary of State to submit an offer; however, in order to receive an award/contract with the State, they must be registered.

Registration can be completed at the following website:

https://www.sosnc.gov/Guides/launching_a_business

6.2.11 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

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

This RFP is available electronically on the electronic Vendor Portal (eVP) at the following website: <https://evp.nc.gov>.

6.2.12 VENDOR POINTS OF CONTACT

CONTACTS AFTER CONTRACT AWARD:

Below are the Vendor Points of Contact to be used after award of the contract.

VENDOR CONTRACTUAL POINT OF CONTACT	VENDOR TECHNICAL POINT OF CONTACT
[NAME OF VENDOR] [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Contract Manager	[NAME OF VENDOR] [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Technical Lead

6.3 INSTRUCTIONS FOR OFFER SUBMISSION

6.3.1 GENERAL INSTRUCTIONS FOR OFFER

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

- Organize the offer in the exact order in which the specifications are presented in the RFP. The Execution page of this RFP must be placed at the front of the Proposal. Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP specification and the specific page of the response in the Vendor's offer.
- Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
- Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.
- Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If relevant and material information is not provided, the offer may be rejected from consideration and evaluation.
- Furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this RFP, each Vendor must submit with its offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these instructions may be rejected.
- Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.
- Only information that is received in response to this RFP will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.

6.3.2 OFFER ORGANIZATION

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

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

- a) Signed Execution Page
- b) Table of Contents
- c) Description of Vendor Submitting Offer Form (Attachment C, p. 85.)
- d) Vendor Response to Specifications and Requirements
- e) Security Vendor Readiness Assessment Report (VRAR)
- f) Architecture Diagrams, if applicable to Vendor's offer
- g) Completed Vendor Attestation of Business Requirements, #1.-#5. (Section 3.4.2, p.22)
- h) Schedule of Offered Solution according to the Milestones in the Work Plan (Section 3.6.2, p.42)
- i) Cost of Vendor's Offer (Section 4.0 Furnish and Deliver, pp.45-51)
- j) Signed Vendor Certification Form (Attachment D, p.87)
- k) Location of Workers Utilized by Vendor Form (Attachment E, p.88)
- l) Financial Statements (Attachment F, p.89)
- m) Errata and Exceptions, if any
- n) Vendor's License and Maintenance Agreements, if any
- o) Supporting material such as technical system documentation, training examples, etc.
- p) Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.
- q) All pages of this solicitation document (including Attachments)

6.3.3 OFFER SUBMITTAL

IMPORTANT NOTE: Vendor shall bear the risk for late submission due to unintended or unanticipated delay. **Vendor must include all the pages of this solicitation in their response.** It is the Vendor's sole responsibility to ensure its offer has been submitted via the Ariba Sourcing Module to this Office by the specified time and date of opening. Any proposal submitted after the proposal deadline will be rejected.

Sealed offers, subject to the conditions made a part hereof, will be received until 2:00pm Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted via the Ariba Sourcing Module with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification.

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

- a) Submit **one (1) signed, original electronic offer** through the Ariba Sourcing Module using the following URL: <https://vendor.ncgov.com/vendor/login>
- b) The Ariba Sourcing Module document number is: **RFP 07-2022-IT004 DIT #500180-000**
- c) All File names should start with the Vendor name first, in order to easily determine all the files to be included as part of the vendor's response. For example, files should be named as follows: Vendor Name-your file name.
- d) File contents **SHALL NOT** be password protected, the file formats must be in .PDF, .JPEG, .DOC or .XLS format, and shall be capable of being copied to other sources. Inability by the State to open the Vendor's files may result in the Vendor's offer(s) being rejected.
- e) If the vendor's proposal contains any confidential information (as defined in Attachment B, Section 2, Paragraph #17), then the vendor must provide one (1) signed, original electronic offer and one (1) redacted electronic copy.

For training on how to use the Ariba Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Ariba Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

7.0 OTHER REQUIREMENTS AND SPECIAL TERMS

7.1 VENDOR UTILIZATION OF WORKERS OUTSIDE OF U.S.

In accordance with N.C.G.S. §143B-1361(b), the Vendor must detail the manner in which it intends to utilize resources or workers in the RFP response. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer.

Complete ATTACHMENT E - Location of Workers Utilized by Vendor and submit with your offer.

7.2 FINANCIAL STATEMENTS

The Vendor shall provide evidence of financial stability by returning with its offer 1) completed Financial Review Form (Attachment I), and 2) copies of Financial Statements as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.

- a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.
- b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.

- c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

7.3 FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY

- a) Contract Performance Security. The State reserves the right to require performance guaranties pursuant to N.C.G.S. §143B-1340(f) and 09 NCAC 06B.1207 from the Vendor without expense to the State.
- b) Project Assurance, Performance and Reliability Evaluation – Pursuant to N.C.G.S. §143B-1340, the State CIO may require quality assurance reviews of Projects as necessary.

7.4 VENDOR'S LICENSE OR SUPPORT AGREEMENTS

Vendor should present its license or support agreements for review and evaluation. Terms offered for licensing and support of Vendors' proprietary assets will be considered.

The terms and conditions of the Vendor's standard services, license, maintenance, or other agreement(s) applicable to Services, Software and other Products acquired under this RFP may apply to the extent such terms and conditions do not materially change the terms and conditions of this RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, penalties, legal fees or other similar costs.

7.5 RESELLERS: RESERVED.

7.6 DISCLOSURE OF LITIGATION

The Vendor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of the Agreement.

- a) The Vendor shall notify the State in its offer, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception. The Vendor shall promptly notify the State of any criminal litigation,

investigations or proceeding involving the Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of the Agreement or any Scope Statement awarded to the Vendor.

- b) The Vendor shall notify the State in its offer, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its offer, or which may occur during the term of any awarded to the Vendor pursuant to this solicitation, that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.
- c) All notices under subsection A and B herein shall be provided in writing to the State within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by the DIT Terms and Conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.

7.7 CRIMINAL CONVICTION

In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor's business integrity and such vendor shall be prohibited from entering into a contract for goods or Services with any department, institution or agency of the State.

7.8 SECURITY AND BACKGROUND CHECKS

The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by the Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other similar requirements.

All State and Vendor personnel that have access to data restricted by the State Security Manual and Policies must have a security background check performed. The Vendors are responsible for performing all background checks of their workforce and subcontractors. The State reserves the right to check for non-compliance.

7.9 ASSURANCES

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

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

7.10 CONFIDENTIALITY OF OFFERS

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

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

7.11 PROJECT MANAGEMENT

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

7.12 MEETINGS

The Vendor is required to meet with Agency personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement. Meetings will

occur as problems arise and will be coordinated by Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted.

7.13 RECYCLING AND SOURCE REDUCTION

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

7.14 SPECIAL TERMS AND CONDITIONS

Paragraph #9 in Section 1 of the DIT Terms and Conditions is supplemented as follows: The Agency reserves the right to perform post-delivery and post-training acceptance testing for a period beginning at installation and lasting six weeks. The Agency also reserves the right to have an independent Vendor conduct testing pertaining to the functions, auditability, and related matters. At any time before the end of the test and assurance period the Agency may require any or all of the following:

- i) Have the Vendor modify the installed software to eliminate the deficiency to the Agency's satisfaction.
- ii) Have the Vendor re-install a new copy of the software product(s).
- iii) Extend the acceptance testing period for a period of 45 days to allow time for Vendor to remedy the problems.
- iv) Remove the application software, cancel this Agreement, and recover payments extended from Agency funds.

Paragraph #16 in Section 1 of the DIT Terms and Conditions is supplemented as follows: the Vendor shall provide a Certificate of Insurance naming the NCDST (Agency) as an additional insured, with the certificate complying with all required coverages and delivered to the NCDST (Agency) not later than ten (10) days following the date of the Notice of Award issued pursuant to this RFP. The Vendor must notify the NCDST (Agency) immediately of any material change in insurance coverage, including, but not limited to changes in limits, coverage, or status of the policy.

ATTACHMENT A: DEFINITIONS

- 1) **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
- 2) **Cybersecurity Incident (GS 143B-1320):** An occurrence that:
 - a. Actually, or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
 - b. Constitutes a violation or imminent threat of violation of law, security policies, privacy policies, security procedures, or acceptable use policies.
- 3) **Deliverables:** Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports, and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information, but not source and object code or software.
- 4) **Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
- 5) **NCDIT or DIT:** The NC Department of Information Technology.
- 6) **Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
- 7) **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
- 8) **Request for Proposal (RFP):** The RFP is a formal, written solicitation document typically used for seeking competition and obtaining offers for more complex services or a combination of goods and services. The RFP is used when the value is over \$10,000. This document contains specifications of the RFP, instructions to bidders and the standard IT Terms and Conditions for Goods and Related Services. User should add Supplemental Terms and Conditions for Software and Services, when applicable.
- 9) **Security Breach:** As defined in N.C.G.S. §75-61.
- 10) **Significant Security Incident (GS 143B-1320):** A cybersecurity incident that is likely to result in demonstrable harm to the State's security interests, economy, critical infrastructure, or to the public confidence, civil liberties, or public health and safety of the residents of North Carolina. A significant cybersecurity incident is determined by the following factors:
 - a. Incidents that meet thresholds identified by the Department jointly with the Department of Public Safety that involve information:
 - i. That is not releasable to the public and that is restricted or highly restricted according to Statewide Data Classification and Handling Policy; or
 - ii. That involves the exfiltration, modification, deletion, or unauthorized access, or lack of availability to information or systems within certain parameters to include (i) a specific threshold of number of records or users affected as defined in G.S. 75-65 or (ii) any additional data types with required security controls.

- b. Incidents that involve information that is not recoverable or cannot be recovered within defined timelines required to meet operational commitments defined jointly by the State agency and the Department or can be recovered only through additional measures and has a high or medium functional impact to the mission of an agency.

11) Vendor: Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.

ATTACHMENT B: DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

Section 1. General Terms and Conditions Applicable to All Purchases

1) **DEFINITIONS:** As used herein.

Agreement means the contract awarded pursuant to this RFP.

Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State in Section 2, Paragraph 2 of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.

Purchasing State Agency or Agency shall mean the Agency purchasing the goods or Services.

Services shall mean the duties and obligations undertaken by the Vendor under, and to fulfill, the specifications, requirements, terms, and conditions of the Agreement.

State shall mean the State of North Carolina, the Department of Information Technology (DIT), or the Purchasing State Agency in its capacity as the Contracting Agency, as appropriate.

2) **STANDARDS:** Any Deliverables shall meet all applicable State and federal requirements, such as State or Federal Regulation, and NC State Chief Information Officer's (CIO) policy or regulation. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender or provide to the State only those Deliverables that have been inspected and found to conform to the RFP specifications. All Deliverables are subject to operation, certification, testing and inspection, and any accessibility specifications.

3) **WARRANTIES:** Unless otherwise expressly provided, any goods Deliverables provided by the Vendor shall be warranted for a period of 90 days after acceptance.

4) **SUBCONTRACTING:** The Vendor may subcontract the performance of required Services with Resources under the Agreement only with the prior written consent of the State contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor and the Agreement. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third-party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

5) **TRAVEL EXPENSES:** **All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed.** In the event that the Vendor, upon specific request in writing by the State, is deemed eligible to be reimbursed for travel expenses arising under the performance of the Agreement, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under the Agreement.

6) **GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement. The State may advise Vendor of any restrictions or changes in specifications required

by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate the Agreement and compensate Vendor for sums then due under the Agreement.

- 7) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any Contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third-party contingent on the award of any Contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Agreement or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign the Agreement and bind the Party to the terms and conditions of this RFP. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of the Agreement; obligation or Contract for future award of compensation as an inducement or consideration for making the Agreement. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B.1206, or other provision of law.
- 8) **AVAILABILITY OF FUNDS:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in the Agreement. If the Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of the Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in this RFP. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under the Agreement, terminate any Services supplied to the Agency under the Agreement, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
- 9) **ACCEPTANCE PROCESS:**
- a) The State shall have the obligation to notify Vendor, in writing ten calendar days following provision, performance (under a provided milestone or otherwise as agreed) or delivery of any Services or other Deliverables described in the Agreement that are not acceptable.
 - b) Acceptance testing is required for all Vendor supplied software and software or platform services unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications, and Vendor's Product Warranties and technical representations. The State shall have the obligation to notify Vendor, in writing and within thirty (30) days following installation of any software deliverable if it is not acceptable.
 - c) Acceptance of Services or other Deliverables including software or platform services may be controlled by an amendment hereto, or additional terms as agreed by the Parties consistent with IT Project management under GS §143B-1340.
 - d) The notice of non-acceptance shall specify in reasonable detail the reason(s) a Service or given Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Service or Deliverable fail to meet any specifications or acceptance

criteria, the State may exercise any and all rights hereunder. Services or Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Services or Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Services or Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price.

- 10) PAYMENT TERMS:** Monthly Payment terms are Net 30 days after receipt of correct invoice (with completed timesheets for Vendor personnel) and acceptance of one or more of the Deliverables, under milestones or otherwise as may be provided in Paragraph 9 (Acceptance), or elsewhere in this solicitation, unless a period of more than thirty (30) days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Agreement. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et. seq.* of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than thirty (30) days and approval by the State or Agency, the Agency may:
- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
 - b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
 - c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
- 11) EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical disability.
- 12) ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Agreement without prior written approval from the State or its Agent. For the purpose of this provision of the Agreement, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 13) LATE DELIVERY:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered or performed at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure the particular substitute Services or other Deliverables.
- 14) ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of the Agreement or to costs charged to the Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.
- 15) ASSIGNMENT:** Vendor may not assign the Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm the Agreement attorning and agreeing to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under the

Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

16) INSURANCE COVERAGE: During the term of the Agreement, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the 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 the Agreement; and
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used in connection with the Agreement. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
- d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of the Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Agreement. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Agreement.

17) DISPUTE RESOLUTION: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall 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 the Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

18) CONFIDENTIALITY: In accordance with N.C.G.S. §143B-1350(e) and 143B-1375, and 09 NCAC 06B.0103 and 06B.1001, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 *et seq.* Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate 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, 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.*** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including

any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State 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.G.S. §132-9 or other applicable law.

- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction, or erasure. Vendor agrees to abide by all facilities and security requirements and policies of the agency where work is to be performed. Any Vendor personnel shall abide by such facilities and security requirements and shall agree to be bound by the terms and conditions of the Agreement.
 - b) Vendor warrants that all its employees and any approved third-party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure, or privacy laws, provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 *et seq.* The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
 - c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of the Agreement in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
 - d) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records, and other materials provided to it by the Agency or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records, and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State Agency. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records, and other materials.
 - e) All project materials, including software, data, and documentation created during the performance or provision of Services hereunder that are not licensed to the State or are not proprietary to the Vendor are the property of the State of North Carolina and must be kept confidential or returned to the State, or destroyed. Proprietary Vendor materials shall be identified to the State 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 subject to a perpetual, royalty free, nonexclusive license to the State.
- 19) DEFAULT:** In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within, ten (10) days or Vendor fails to meet the requirements of Paragraph 9) herein, the State may cancel

the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by the Agreement, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.
- d) If the prescribed acceptance testing stated in the Solicitation Documents or performed pursuant to Paragraph 9) of the DIT Terms and Conditions is not completed successfully, the State may request substitute Software, cancel the portion of the Contract that relates to the unaccepted Software, or continue the acceptance testing with or without the assistance of Vendor. These options shall remain in effect until such time as the testing is successful or the expiration of any time specified for completion of the testing. If the testing is not completed after exercise of any of the State's options, the State may cancel any portion of the contract related to the failed Software and take action to procure substitute software. If the failed software (or the substituted software) is an integral and critical part of the proper completion of the work for which the Deliverables identified in the solicitation documents or statement of work were acquired, the State may terminate the entire contract.

20) WAIVER OF DEFAULT: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of the Agreement, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor and made as an amendment to the Agreement pursuant to Paragraph 40) herein below.

21) TERMINATION: Any notice or termination made under the Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate the Agreement by written agreement at any time.
- b) The State may terminate the Agreement, in whole or in part, pursuant to Paragraph 19), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 22) and 23) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of the Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the

damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

- ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.
- iii) Consistent failure to participate in problem resolution meetings, two (2) consecutives missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Agreement.

22) LIMITATION OF VENDOR'S LIABILITY:

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables. Vendor shall not be responsible for any damages that arise from (i) misuse or modification of Vendor's Software by or on behalf of the State, (ii) the State's failure to use corrections or enhancements made available by Vendor, (iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces, (iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or (vi) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranties pursuant to Section II, 2) of these Terms and Conditions, or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 *et seq.*, the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on the Agreement. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

23) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the

performance of the Agreement, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.

- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

24) TIME IS OF THE ESSENCE: Time is of the essence in the performance of the Agreement.

25) DATE AND TIME WARRANTY: The Vendor warrants that any Deliverable, whether Services, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs, modifies, or affects any date and/or time data recognition function, calculation, or sequencing, will still enable the modified function to perform accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

26) INDEPENDENT CONTRACTORS: Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency, or any other similar business relationship.

27) TRANSPORTATION: Transportation of any tangible Deliverables shall be FOB Destination, unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

28) NOTICES: Any notices required under the Agreement should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

29) TITLES AND HEADINGS: Titles and Headings in the Agreement are used for convenience only and do not define, limit, or proscribe the language of terms identified by such Titles and Headings.

30) AMENDMENT: The Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 36) herein.

31) TAXES: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of the Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

32) GOVERNING LAWS, JURISDICTION, AND VENUE:

- a) The Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina and applicable Administrative Rules. The place of the Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to the Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulates that Wake County shall be the proper venue for all matters.
- b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern the Agreement. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.

- 33) **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, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 34) **COMPLIANCE WITH LAWS**: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 35) **SEVERABILITY**: In the event that a court of competent jurisdiction holds that a provision or requirement of the 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 the 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.
- 36) **CHANGES**: The Agreement and subsequent purchase order(s) is awarded subject to the provision of the specified Services and the shipment or provision of other Deliverables as specified herein. Any changes made to the Agreement or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Services or other Deliverables delivered without a purchase order from the Agency or State Award Authority.
- 37) **FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT**: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.
- 38) **ELECTRONIC PROCUREMENT (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document)**: Purchasing shall be conducted through the Statewide E-Procurement Services. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Services. The Vendor shall register for the Statewide E-Procurement Services within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of the Agreement.
- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under the Agreement. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
- b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct, and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an

extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Services. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of Contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its username and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership, or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

39) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:

- a) Vendor has created, acquired, or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general-purpose consulting and software tools, utilities and routines (collectively, the "Vendor technology"). To the extent that any Vendor technology is contained in any of the Services or Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor technology in connection with the Services or Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title, and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or other Deliverables supplied by the Vendor, or the operation of such pursuant to a current version of vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
 - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any Services or other Deliverables supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall

permit the Vendor, at its option and expense, either to procure for the State the right to continue using the Services or Deliverables, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such Services or Deliverables by the State shall be prevented by injunction, the Vendor agrees to take back any goods/hardware or software and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the state in procuring substitute Services or Deliverables. If, in the sole opinion of the State, the return of such infringing Services or Deliverables makes the retention of other Services or Deliverables acquired from the Vendor under the agreement impractical, the State shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back Services or Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.

- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded Service or Deliverable, or (ii) results from the continued use of the good(s) or services and other Services or Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

40) UNANTICIPATED TASKS In the event that additional work must be performed that was wholly unanticipated, and that is not specified in the Agreement, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, the Vendor shall prepare a work authorization in accordance with the State's practices and procedures.

- a) It is understood and agreed by both parties that all of the terms and conditions of the Agreement shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from the Agreement, nor in any manner amend or supersede any of the other terms or provisions of the Agreement or any amendment hereto.
- b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by the Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by the Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to the Vendor's personnel, an estimated time schedule for the provision of the Services by the Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.
- c) All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations must be written and signed by the Vendor and the State prior to beginning work.
- d) The State has the right to require the Vendor to stop or suspend performance under the "Stop Work" provision of the North Carolina Department of Information Technology Terms and Conditions.

- e) The Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under the Agreement cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:
 - a. Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
 - b. Terminate the work authorization, or
 - c. Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - d. The State will notify the Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or Services.

41) STOP WORK ORDER The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under the Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.

- a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:
 - i) Cancel the Stop Work Order, or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the Agreement.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of the Agreement, and
 - ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under the Agreement.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.

- 41) TRANSITION ASSISTANCE** If the Agreement is not renewed at the end of the term, or is canceled prior to its expiration, for any reason, the Vendor must provide for up to six (6) months after the expiration or cancellation of the Agreement, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance. If the State cancels the Agreement for cause, then the State will be entitled to offset the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

Section 2: Terms and Conditions Applicable to Information Technology Goods and Services

- 1) SOFTWARE LICENSE FOR HARDWARE, EMBEDDED SOFTWARE AND FIRMWARE:** Deliverables comprising goods, equipment, or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as a CD-ROM or other media, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of all equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.
- 2) LICENSE GRANT FOR APPLICATION SOFTWARE, (COTS):** This paragraph recites the scope of license granted, if not superseded by a mutually agreed and separate licensing agreement, as follows:
- a) Vendor grants to the State, its Agencies and lawful customers a non-exclusive, non-transferable and non-sublicensable license to use, in object code format, Vendor's software identified in the solicitation documents, Vendor's Statement of Work (SOW), or an Exhibit thereto executed by the parties ("Software"), subject to the restrictions set forth therein, such as the authorized computer system, the data source type(s), the number of target instance(s) and the installation site. Use of the Software shall be limited to the data processing and computing needs of the State, its Agencies, and lawful customers. This license shall be perpetual or for the term of the contract (pick one, delete the other), unless terminated as provided herein. The State agrees

not to distribute, sell, sublicense, or otherwise transfer copies of the Software or any portion thereof. For purposes of this Agreement, a State Entity shall be defined as any department or agency of the State of North Carolina, which is controlled by or under common control of the State or who is a lawful customer of the State pursuant to Article 3D of Chapter 147 of the General Statutes.

- b) Vendor shall provide all encryption or identification codes or authorizations that are necessary or proper for the operation of the licensed Software.
- c) The State shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery testing or operations, for archival or emergency purposes, for back up purposes, for use in preparing derivative works if allowed by the solicitation documents or statements of work, or to replace a worn copy.
- d) The State may modify non-personal Software in machine-readable form for its internal use in merging the same with other software program material. Any action hereunder shall be subject to uses described in this paragraph, the restrictions imposed by Paragraph 3), and applicable terms in the solicitation documents or statements of work.

3) WARRANTY TERMS: Notwithstanding anything in the Agreement or Exhibit hereto to the contrary, Vendor shall assign warranties for any Deliverable supplied by a third party to the State.

- a) a) Vendor warrants that any Software or Deliverable will operate substantially in conformity with prevailing specifications as defined by the current standard documentation (except for minor defects or errors which are not material to the State) for a period of ninety (90) days from the date of acceptance ("Warranty Period"), unless otherwise specified in the Solicitation Documents. If the Software does not perform in accordance with such specifications during the Warranty Period, Vendor will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with or substantially in accordance with such specifications.
- b) Vendor warrants to the best of its knowledge that:
 - i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
 - iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.
 - iv) The licensed Software and associated materials do not contain any timer, counter, lock, or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software's ability to operate.
- c) UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.

4) RESTRICTIONS: State's use of the Software is restricted as follows:

- a) The license granted herein is granted to the State and to any political subdivision or other entity permitted or authorized to procure Information Technology through the Department of Information Technology. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased at any time, subject to the restrictions on the maximum number of Users specified in the solicitation documents.
- b) No right is granted hereunder to use the Software to perform Services for commercial third parties (so-called "service bureau" uses). Services provided to other State Departments, Agencies or political subdivisions of the State is permitted.

- c) The State may not copy, distribute, reproduce, use, lease, rent or allow access to the Software except as explicitly permitted under this Agreement, and State will not modify, adapt, translate, prepare derivative works (unless allowed by the solicitation documents or statements of work,) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or any internal data files generated by the Software.
 - d) State shall not remove, obscure, or alter Vendor's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Software.
- 5) **SUPPORT OR MAINTENANCE SERVICES:** This paragraph recites the scope of maintenance Services due under the license granted, if not superseded by a separate licensing and maintenance agreement or as may be stated in the solicitation documents. Subject to payment of a Support Service or Maintenance Fee stated in the solicitation documents for the first year and all subsequent years, if requested by the State, Vendor agrees to provide the following support Services ("Support Services") for the current version and one previous version of the Software commencing upon delivery of the Software:
- a) **Error Correction:** If the error conditions reported by the State pursuant to the General Terms and Conditions are not corrected in a timely manner, the State may request a replacement copy of the licensed Software from Vendor. In such event, Vendor shall then deliver a replacement copy, together with corrections and updates, of the licensed Software within 24 hours of the State's request at no added expense to the State.
 - b) **Other Agreement:** This Paragraph 5 may be superseded by written mutual agreement provided that: Support and maintenance Services shall be fully described in such a separate agreement annexed hereto and incorporated herein
 - c) **Temporary Extension of License:** If any licensed Software or CPU/computing system on which the Software is installed fails to operate or malfunctions, the term of the license granted shall be temporarily extended to another CPU selected by the State and continue until the earlier of:
 - i) Return of the inoperative CPU to full operation, or
 - ii) Termination of the license.
 - d) **Encryption Code:** Vendor shall provide any temporary encryption code or authorization necessary or proper for operation of the licensed Software under the foregoing temporary license. The State will provide notice by expedient means, whether by telephone, e-mail, or facsimile of any failure under this paragraph. On receipt of such notice, Vendor shall issue any temporary encryption code or authorization to the State within twenty-four (24) hours, unless otherwise agreed.
 - e) **Updates:** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Updates") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of the Agreement.
 - f) **Telephone Assistance:** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four (4) hours or eight (8) hours or next business day, etc. *(edit this time to what you want your response time to be)*, for calls made at any time
- 6) **STATE PROPERTY AND INTANGIBLES RIGHTS:** The parties acknowledge and agree that the State shall own all right, title, and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other work products first originated and prepared by the Vendor for delivery to the State (the "Deliverables"). To the extent that any Vendor Technology is contained in any of the Deliverables, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's internal business purposes. Vendor

shall not acquire any right, title, and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

Section 3: Terms and Conditions Applicable to Personnel and Personal Services

- 1) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under the Agreement. Vendor will serve as the prime Vendor under the Agreement. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). 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. Such third-party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
 - a) Intellectual Property. Vendor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
 - b) Inherent Services. If any Services or other Deliverables, functions, or responsibilities not specifically described in the Agreement are required for Vendor's proper performance, provision and delivery of the Services and other Deliverables pursuant to the Agreement, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract.
 - c) Vendor warrants 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 the Agreement; and that entering into the Agreement is not prohibited by any Contract, or order by any court of competent jurisdiction.
- 2) **SERVICES PROVIDED BY VENDOR:** Vendor shall provide the State with implementation Services as specified in a Statement of Work ("SOW") executed by the parties. This Agreement in combination with each SOW individually comprises a separate and independent contractual obligation from any other SOW. A breach by Vendor under one SOW will not be considered a breach under any other SOW. The Services intended hereunder are related to the State's implementation and/or use of one or more Software Deliverables licensed hereunder or in a separate software license agreement between the parties ("License Agreement"). (Reserve if not needed)
- 3) **PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of the Agreement without prior written approval by the Agency Contract Administrator. The individuals designated as key personnel for purposes of the Agreement are those specified in the Vendor's offer. Any desired substitution shall be noticed to the Agency's Contract Administrator in writing accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under the Agreement.

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

- a) Unless otherwise expressly provided in the Contract, 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 other Deliverables.
 - b) Vendor personnel shall perform their duties on the premises of the State, during the State's regular workdays and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
 - c) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation, or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
 - d) Unless otherwise provided by the Agency, the Vendor shall furnish all necessary personnel, Services, and otherwise perform all acts, duties, and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. The Vendor shall be solely responsible for acquiring any equipment, furniture, and office space not furnished by the State necessary for the Vendor to comply with the Agreement. The Vendor personnel shall comply with any applicable State facilities or other security rules and regulations.
- 4) **PERSONAL SERVICES:** The State shall have and retain the right to obtain personal Services of any individuals providing Services under the Agreement. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal Services, termination, default, merger, acquisition, bankruptcy, or receivership of the Vendor to ensure continuity of Services provided under the Agreement. Provided, however, that the Agency shall not retain or solicit any Vendor employee for purposes other than completion of personal Services due as all or part of any performance due under the Agreement.
- a) Vendor personnel shall perform any duties on the premises of the State during the State's regular workdays and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
 - b) The State has and reserves the right to disapprove the continuing assignment of Vendor personnel provided by Vendor under the Agreement. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ best commercial efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure.
 - c) Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will provide suitable personnel at no additional cost to the State.
 - d) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications, or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation, or policy, or

- iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.

ATTACHMENT C: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

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

HISTORICALLY UNDERUTILIZED BUSINESSES

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

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

Respond to the questions below.

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

If so, state HUB classification:

ATTACHMENT D: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

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

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

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

2) CONFLICT OF INTEREST

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

3) E-VERIFY

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

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

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

Signature: _____

Date:

Printed Name: _____

Title:

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

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

- a) The location of work to be performed by the Vendor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Vendor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.
- b) Any Vendor or subcontractor providing support or maintenance Services for software, call or contact center Services shall disclose the location from which the call or contact center Services are being provided upon request.

Will Vendor perform any work outside of the United States?

☐ YES ☐ NO

ATTACHMENT F: FINANCIAL REVIEW FORM

Vendor shall review the Financial Review Form, provide responses in the gray-shaded boxes, and submit the completed Form as an Excel file with its offer. Vendor shall not add or delete rows or columns in the Form or change the order of the rows or column in the file.

1. Vendor Name:
2. Company structure for tax purposes (C Corp, S Corp, LLC, LLP, etc.):
3. Have you been in business for more than three years?
☐ No ☐ Yes
4. Have you filed for bankruptcy in the past three years?
☐ No ☐ Yes
5. In the past three years, has your auditor issued any notification letters
☐ No ☐ Yes
addressing significant issues? If yes, please explain and provide a copy
of the notification letters.
6. Are the financial figures below based on audited financial statements?
☐ No ☐ Yes
7. Start Date of financial statements:
End Date of financial statements:
8. Provide a link to annual reports with financial statements and management discussion for the past
three complete fiscal years:
9. Provide the following information for the past three complete fiscal years:

	Latest complete fiscal year minus two years	Latest complete fiscal year minus one year	Latest complete fiscal year
BALANCE SHEET DATA			
a. Cash and Temporary Investments			
b. Accounts Receivable (beginning of year)			
c. Accounts Receivable (end of year)			
d. Average Account Receivable for the Year (calculated)			
e. Inventory (beginning of year)			
f. Inventory (end of year)			
g. Average Inventory for the Year (calculated)			
h. Current Assets			
i. Current Liabilities			
j. Total Liabilities			
k. Total Stockholders' Equity (beginning of year)			
l. Total Stockholders' Equity (end of year)			
m. Average Stockholders' Equity during the year (calculated)			
INCOME STATEMENT DATA			
a. Net Sales			
b. Cost of Goods Sold (COGS)			
c. Gross Profit (Net Sales minus COGS) (calculated)			
d. Interest Expense for the Year			
e. Net Income after Tax			
f. Earnings for the Year before Interest & Income Tax Expense			
STATEMENT OF CASH FLOWS			
a. Cash Flow provided by Operating Activities			
b. Capital Expenditures (property, plant, equipment)			