

STATE OF NORTH CAROLINA North Carolina Department of Public Instruction Division of Educator and Student Advancement	REQUEST FOR PROPOSAL NO.24-RQ219107-KR	
	Contract Name: DPI Educator Licensure Modernization	
Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool to Krystle Rice.	Bid Opening Date: December 16, 2025 at 10:00 AM ET	
	Issue Date: October 29, 2025	
	Commodity Code: 811620 - Cloud-based software as a service	
	Purchasing Agency: North Carolina Department of Public Instruction	
Requisition No. RQ219107		

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 (RFP), 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
NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for one hundred twenty (120) 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 Purchasing North Carolina Department of Public Instruction 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 DEPARTMENT OF PUBLIC INSTRUCTION USE ONLY

Offer accepted and contract awarded (Effective Date) _____.

By: _____

Maurice “Mo” Green, Superintendent of Public Instruction

(Authorized representative of NC Department of Public Instruction)

By: _____

Alexis Schauss, Chief Financial Officer of Public Instruction

(Authorized representative of NC Department of Public Instruction)

Table of Contents

1.0 ANTICIPATED Procurement Schedule 4

2.0 Purpose of RFP..... 5

 2.1 Introduction..... 5

 2.2 Agency Background..... 5

 2.3 SUMMARY OF PROBLEM Statement..... 5

 2.4 Contract Term..... 6

 2.5 Effective Date 6

 2.6 Contract Type 6

3.0 RFP requirements and Specifications 6

 3.1 General requirements and Specifications 6

 3.2 Security Specifications..... 7

 3.3 Enterprise Specifications 8

 3.3.1 ARCHITECTURE DIAGRAMS 8

 3.3.2 SOLUTION ROADMAP 8

 3.3.3 IDENTITY AND ACCESS MANAGEMENT - Reserved..... 9

 3.3.4 INTEGRATION APPROACH – Reserved..... 9

 3.3.5 DISASTER RECOVERY AND BUSINESS CONTINUITY - Reserved..... 9

 3.3.6 DATA MIGRATION - Reserved 9

 3.3.7 APPLICATION MANAGEMENT - Reserved..... 9

 3.3.8 ACCESSIBILITY - Reserved 9

 3.4 Business and Technical Requirements..... 9

 3.5 Business and Technical Specifications..... 9

4.0 Cost of Vendor’s Offer..... 28

 4.1 Offer Costs 28

 4.2 Payment Schedule..... 28

5.0 Evaluation 28

 5.1 Source Selection..... 28

 5.2 Evaluation Criteria 28

 5.3 Best and Final Offers (BAFO)..... 29

 5.4 POSSESSION AND REVIEW 29

6.0 Vendor Information and Instructions 29

 6.1 General Conditions of Offer 29

 6.2 General Instructions for Vendor 31

 6.3 Instructions for Offer Submission..... 33

7.0 Other Requirements and Special Terms 35

 7.1 Vendor Utilization Of Workers Outside of U.S. 35

 7.2 Financial Statements 35

 7.3 Financial Resources Assessment, Quality Assurance, Performance and Reliability 35

 7.4 Vendor’s License or Support Agreements 35

 7.5 Resellers - RESERVE 36

 7.6 DISCLOSURE OF LITIGATION..... 36

7.7	CRIMINAL CONVICTION	36
7.8	Security and Background Checks.....	37
7.9	Assurances.....	37
7.10	Confidentiality of offers	37
7.11	Project Management	37
7.12	Meetings.....	38
7.13	Recycling and Source Reduction	38
7.14	Special Terms and Conditions.....	38
7.15	AGENCY Terms and Conditions	38
	Attachment A: Definitions.....	38
	Attachment B: Department of Information Technology Terms and Conditions.....	42
	Attachment C: Description of Offeror	67
	Attachment D: COST FORM.....	70
	Attachment E: Vendor Certification Form.....	74
	Attachment F: Location of Workers Utilized by Vendor.....	75
	Attachment G: References.....	77
	Attachment H: Financial Review Form.....	78

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	October 29, 2025
Written Questions Deadline	Potential Vendors	November 17, 2025 at 10:00 AM ET
Agency's Response to Written Questions/ RFP Addendum Issued	Agency	November 24, 2025
Offer Opening Deadline	Vendor(s)	December 16, 2025 at 10:00 AM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 216 692 964 609 0 Passcode: PA3uA6Ui Dial in by phone +1 919-230-4058,869370797# United States, Cary Find a local number Phone conference ID: 869 370 797# For organizers: Meeting options Reset dial-in PIN
Offer Evaluation	Agency	TBD
Selection of Finalists	Agency	TBD
Oral Presentations and/or Product Demonstrations by Finalists <i>(Optional)</i>	Selected Vendors	TBD
Negotiations with Finalists	Agency designees and selected Vendor(s)	TBD
Best and Final Offers Deadline from Finalists	Selected Vendors	TBD
Contract Award	Agency	TBD
Protest Deadline	Responding Vendors	15 days after award

2.0 PURPOSE OF RFP

2.1 INTRODUCTION

The purpose of this RFP is to solicit offers for an on-demand, SaaS solution that will allow NCDPI to provide a modernized, real-time Educator Licensure System to Educators, Public School Units (PSUs), and NCDPI. The tentative go-live date is April 30, 2027.

Key outcomes include:

- A cloud-based application to support teacher licensing that is managed by the vendor.
- Self-service capabilities that support password resets, online application submissions, collection of fees, and print on-demand documents and forms as needed.
- An interface for NCDPI staff to evaluate, process, issue, renew and revoke licenses.
- Dashboard features that enable data analysis.
- A workflow solution that simplifies and expedites complex business processes needed to effectively process and administer licenses.

2.2 AGENCY BACKGROUND

The North Carolina Department of Public Instruction (NCDPI) is charged with implementing the State's public-school laws for pre-kindergarten through 12th grade public schools at the direction of the State Board of Education and the Superintendent of Public Instruction. All professional employees in NC public schools must hold a professional educator's license except where exempt by State Board of Education policy. With the aid of the NCDPI Online Licensure System, the NCDPI Licensure Section currently oversees the administration and review of the various types of educator licensing for approximately 117,000 teachers and administrators who serve public schools.

The NCDPI Online Licensure System allows educators and school systems to electronically submit license applications, renew a license, and update their contact information, among other services. Data from the Licensure System is transmitted daily to all of the State's Public School Units' (PSU) HR Systems, where it is used to generate reports and notices on licensing and support payroll calculations and financial audits for teachers within the PSUs. Additionally, the NCDPI Online Licensure System provides access for educators, school systems, and the general public to verify North Carolina educators' licenses.

In accordance with the North Carolina State Board of Education's School and Business System Modernization (SBSM) efforts underway (<https://www.dpi.nc.gov/districts-schools/district-operations/school-business-systems-modernization>), NCDPI plans to modernize the Online Licensure System to align with the goals and strategic plan of the agency. By better integrating it with current and future NCDPI systems and adjusting its workflow to policy changes, NCDPI will be enabled to achieve process efficiencies to reduce the time to process educator licenses, utilize dashboard metrics to identify problems, and measure performance across PSU, Regional Alternative Licensing Center (RALC), and State levels.

2.3 SUMMARY OF PROBLEM STATEMENT

In the current environment where some classrooms are without a licensed educator, it is imperative that license review and issuance are completed as quickly as possible. The current NCDPI Online Licensure System has served NCDPI, PSUs, and Educators well since 2015, but it lacks modern workflow features. It requires significant time and effort to enhance when policy and legislative changes are introduced, with tremendous manual processes involved. The implementation of a new, modern system that provides improved response and flexibility to policy changes through configuration not customization, better workflow, improved self-service functionality, and reduced time to process license issuance and renewals will lead to a reduction in time from application submission to teaching in the classroom. In addition, more robust reporting and dashboarding are needed to allow for faster data collection for decision making and with the

introduction of license revocation workflow, issue review and removal of educator licenses can be completed in a more efficient manner.

2.4 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 **three (3) years**, 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 **three (3) additional two-year periods** at its sole discretion.

2.5 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.

2.6 CONTRACT TYPE

Definite Quantity Contract - This request is for a close-ended contract between the awarded Vendor and the State to furnish a pre-determined quantity of a good or service during a specified period of time.

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

3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.1 GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1.1 REQUIREMENTS

Requirement means, as used herein, a function, feature, or performance that the System must provide. If the offer can not meet the requirements, they will not be evaluated.

3.1.2 Specifications

Specification means, as used herein, a detailed description 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 with 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 modifications in site preparation, which are directly attributable to incomplete or erroneous specifications provided by the Vendor, and which would involve additional expenses to the 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 manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard for determining substantial conformity during evaluation, unless otherwise specifically stated as a brand specific requirement (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.

3.1.5 ENTERPRISE LICENSING

In offering the best value to the State, Vendors are encouraged to leverage the State's existing resources and license agreements, which can be viewed here:

<https://it.nc.gov/resources/statewide-it-procurement/statewide-it-contracts>

- a) Identify components or products that are needed for your solution that may not be available with the State's existing license agreement.
- b) Identify and explain any components that are missing from the State's existing license agreement.
- c) If the Vendor can provide a more cost effective licensing agreement, please explain in detail the agreement and how it would benefit the State.

3.2 SECURITY SPECIFICATIONS

A. SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE

The Educator Licensure Modernization solution will be required to receive and securely manage data that is classified as High Risk (Highly Restricted). Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding 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. This requirement additionally applies to all Vendor-provided, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

- (a) Vendors shall provide a completed Vendor Readiness Assessment Report Non-State Hosted Solutions ("VRAR") at offer submission. This report is located at the following website: <https://it.nc.gov/documents/vendor-readiness-assessment-report>
- (b) Upon request, Vendors shall provide a current independent 3rd party assessment report in accordance with the following subparagraphs (i)-(iii) prior to contract award. However, Vendors are encouraged to provide a current independent 3rd party assessment report in accordance with subparagraphs (i)-(iii) at the time of offer submission.
 - (i) Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, ISO 27001, or HITRUST are the preferred assessment reports for any Vendor solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted).

(ii) A Vendor that cannot provide a preferred independent 3rd party assessment report as described above may submit an alternative assessment, such as a SOC 2 Type 1 assessment report. The Vendor shall provide an explanation for submitting the alternative assessment report. If awarded this contract, a Vendor who submits an alternative assessment report shall submit one of the preferred assessment reports no later than 365 days of the Effective Date of the contract. Timely submission of this preferred assessment report shall be a material requirement of the contract.

(iii) An IaaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS permitted by the terms of a written agreement between the two vendors and the scope of the IaaS certification or assessment report clearly includes the SaaS solution.

(c) Additional Security Documentation. Prior to contract award, the State may in its discretion require the Vendor to provide additional security documentation, including but not limited to vulnerability assessment reports and penetration test reports. The awarded Vendor shall provide such additional security documentation upon request by the State during the term of the contract.

The State's Security Standards and Policies are available at:

<https://it.nc.gov/programs/cybersecurity-risk-management/esrmo-initiatives/statewide-information-security-policies>

3.3 ENTERPRISE SPECIFICATIONS

3.3.1 ARCHITECTURE DIAGRAMS

The two diagrams are Network Architecture and Technology Stack. The State utilizes architectural diagrams to better understand the design and technologies of a proposed solution. Details on these diagrams can be found at the following link: <https://it.nc.gov/resources/statewide-it-procurement/vendor-engagement-resources#Tab-Architecture-1192>

The provision of these two diagrams is a requirement at offer submission. If they are not supplied at that time, the Vendor's offer will be considered non-responsive and will not be evaluated.

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.

3.3.2 SOLUTION ROADMAP

A Solution Roadmap defines the vision and strategic elements of the solution. The Solution Roadmap is a plan of action for how a Solution will evolve over time. The minimum content should include:

- Vision for the solution
- High-level functionality expected for each solution release into production environment
- High-level timeline
- Description of how customer feedback is collected and incorporated into solution enhancements

Describe the solution roadmap for your product. Include content on release strategies for functionality, roadmap for technical architecture, how scalability of solution is planned.

3.3.3 IDENTITY AND ACCESS MANAGEMENT - RESERVED

3.3.4 INTEGRATION APPROACH – RESERVED

3.3.5 DISASTER RECOVERY AND BUSINESS CONTINUITY - RESERVED

3.3.6 DATA MIGRATION - RESERVED

3.3.7 APPLICATION MANAGEMENT - RESERVED

3.3.8 ACCESSIBILITY - RESERVED

3.3.9 ENTERPRISE, SERVICES, AND STANDARDS

Vendors should refer to the Vendor Resources Page for information on North Carolina Department of Information Technology regarding architecture, security, strategy, data, digital, identity and access management and other general information on doing business with state IT process.

The Vendor Resources Page 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.

3.4 BUSINESS AND TECHNICAL REQUIREMENTS

3.4.2 RESERVED

3.5 BUSINESS AND TECHNICAL SPECIFICATIONS

In this Section, Vendor is requested to describe how its proposed solution addresses the below specifications. When responding to the specifications below, Vendors are requested to include in their responses the capabilities and limitations of the proposed solution with regards to the capability and/or feature in each specification, when applicable, and if that capability and/or feature is in a currently supported release (n) or in the next release (n+1) to be made available prior to the implementation date, or is minimally scheduled within a managed-release roadmap.

3.5.1 STATEWIDE SOLUTION ARCHITECTURE

SSA1	<p>Describe how your proposed solution delivers a statewide implementation.</p> <p>The response should consider scale, statewide visibility, NCDPI administration, information security, and other factors inherent to an implementation of this size. The key shareholders are DPI Licensure Staff, State Board of Education Members, PSU staff and administrators, State Board of Education approved Educator Preparation Programs (EPPs), Private School staff and administrators (on a limited basis), Lab School staff and administrator, and licensed educators and educator applicants.</p>
SSA2	<p>Describe how the scale of your proposed solution will deliver statewide Licensure capabilities for all PSUs within North Carolina allowing NCDPI to work in a single environment. There are currently 1.7 million records in the database, 200k active licenses, of which approximately 120k are linked to the NC State salary schedule.</p> <p>Your response should include your number of statewide implementations previously completed and the States implemented.</p>
SSA3	<p>Describe the state-level user interface capabilities allowing for appropriately credentialed user-roles to view, navigate, administer, analyze, and report the Licensure data.</p> <p>As an example, a school system (PSU) should have access to school system-level Licensure data, an EPP should have access to Licensure data for their program completers, and the</p>

	State should have access to statewide Licensure data. Your response should hierarchically consider, and be complementary with, Section 3.5.5 Access.
SSA4	Describe your approach in handling various devices (e.g. desktop vs mobile) and varying broadband levels to ensure statewide access for all classes of users and roles. Your response should include explanations if function or data limitations exist between approaches, and if there is a plan to unify the user experience across all access methods.
SSA5	Describe your proposed solution’s approach to roles, role delineation, information security within those roles, and how that fits with logical breakdowns of responsibility at various levels, e.g., System Administrator, Site Administrator, Super User, User, Analyst, Read Only, etc., as defined within your currently supported release. To support your response, it should include a role and permission matrix of your currently supported release that clearly communicates State-level roles from District or Local School roles from Individual roles, such as licensee or license applicant.
SSA6	Describe your approach to solution’s resiliency: <ul style="list-style-type: none"> • What are the redundancy/high-availability capabilities? • What operational processes facilitate the solution’s resilience? • Does the solution depend on external services or partners?
SSA7	Describe your data storage model and how it maintains data integrity for the State.
SSA8	Describe your data processing model and how it manages load and latency during non-peak and peak times, e.g., high year end bulk process (renewals, license conversions and extensions, etc.).
SSA9	Describe the capabilities within your proposed solution for branding, look and feel, color schemes, and custom text blocks, and limitations that NCDPI should be aware of. How do they meet digital accessibility standards?
SSA10	Describe how the proposed solution will be solely and completely provided and managed by the direct vendor, with no other third-party system implementors.

3.5.2 LICENSE APPLICATION AND SUBMISSION

LA S1	<p>Describe how applications are submitted for the following:</p> <ol style="list-style-type: none"> 1. Initial in-state application 2. Initial out of state application 3. Initial alternative license 4. Renewal applications 5. Changes to existing licenses 6. Upgrades to existing licenses 7. Other miscellaneous applications as defined by NCDPI <p>Refer to the following NC Board of Education policies for more information:</p> <ul style="list-style-type: none"> • Policy LICN-001:General Licensure Requirements
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	<p>https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=S4O4ZK48etBCQRDzsryMsg==&PSID=</p> <ul style="list-style-type: none"> Policy LICN-005:Licensure Renewal Requirements <p>https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=sKiBGNMwdCHPhC CXjlpPew==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false</p> <p>Elaborate on how attachments are loaded and any limitations that NCDPI should be aware of. What are the maximum file uploads by document and/or by application?</p>
LA S2	Describe how the proposed solution captures basic Licensure applicant information, to minimally include applicant's name, physical address, UID (if applicable), email address, date of birth, SSN, gender, ethnicity-race as defined by federal guidelines, any other demographics, mobile phone number, etc.

3.5.3 GENERAL LICENSURE FUNCTIONALITY

GLF1	Describe how the proposed solution addresses functionality for all licenses regardless of license type for key licensure administrative shareholders at NCDPI, district level, and EPPs.
GLF2	Describe the process for adding a new type of licensure and adding a new license area within licensure by the DPI Licensure team through a configuration management interface in the proposed solution.
GLF3	Using the localization and configuration capabilities within the proposed solution, describe the process for updating the licensure process to meet updated legislation and policies without impacting licenses that are already issued. In your response, describe how “grandfathering” of licenses is done based on old processes or requirements.
GLF4	Describe how the system allows the addition of new calculated data fields in the solution for reporting (e.g., years of experience).
GLF5	Describe the process for defining workflows and approval gates for different license types (i.e., initial, continuing, additional endorsements, provisional, renewals) for users below: <ul style="list-style-type: none"> Initially licensed educators graduating from an EPP or similar initial licensure program. Educators coming to North Carolina from out-of-state. Educators pursuing an alternative route to licensure in NC. Educators applying for NC licensure when they have been prepared outside of the U.S. Educators adding additional certifications to their licensure. Educators converting from an initial to a continuing license. Educators employed by a PSU and renewing their license. Educators not employed by a PSU and renewing their license.
GLF6	Describe what modes of communication are utilized to inform the licensee of a pending license expiration. The NC fiscal year runs from July 1 to June 30 every year. In most cases, when a license expires, the date will be June 30 th of any given fiscal year.

GLF7	<p>Describe how a licensee may be made aware of any issues pertaining to the license(s) they hold and/or any open applications they or NC PSUs have submitted.</p> <p>Your response should elaborate on the safeguards in place to prevent unintended exposure of data.</p>
GLF8	<p>Describe how the proposed solution facilitates the input and tracking of Licensure data for:</p> <ol style="list-style-type: none"> a. Effective date for overall license b. Effective date for different license areas c. Degree levels for each license area d. Potentially different years of experience by each licensed area (ability to do calculations for experience types) e. Educational information area (name of college or university or EPP, completion date, degree level, and major(s)) f. Distinct license codes for each license area g. Numeric and name values for the different license areas h. Numeric coding for “Highly qualified” statuses i. National Boards (requires effective date, end date, and license area) j. Graduate pay approval (integration point with NC State Salary System & Schedule) k. NC PSU employment data <p>Your response should expound upon the type of data included for the various areas such as identification, intake, service delivery, progress monitoring, requalification, compliance monitoring, auditing, etc.</p>
GLF9	<p>Describe how a PSU would use the proposed solution to look up a license for a potential new hire. Also describe how an EPP would use the proposed solution to look up licensure information for potential applicants.</p>
GLF10	<p>Describe how a PSU and/or an EPP could see the status of licenses for each of their active staff, be notified when licensure changes occur for a district employee, and receive alerts when action is required.</p>
GLF11	<p>Describe how bulk submissions are possible in the proposed solution. (i.e., PSUs bulk submitting renewal applications, experience credits, and CEU verification, and EPPs bulk submitting and verifying licensure applications.)</p>
GLF12	<p>Describe opportunities available within the proposed solution for users to report professional misconduct by licensed educators for complaint and investigation, including:</p> <ul style="list-style-type: none"> • User friendly forms with clear instructions • Ability to attach supporting documentation • Tracking ID assignment • Workflow options to track report from creation, through investigation, to closing and for communicating directly with the educator • Linking of the complaint/case to the educator and their licensing information within the solution <p>Information available in NC State Board of Education Policy:</p> <ul style="list-style-type: none"> • LICN-007: Professional Educator Discipline https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=CmV3bParNgZaDOVAq9Hexg

	<p>==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&RP=0&isPndg=false</p> <ul style="list-style-type: none"> • EVAL-035: Standards of Professional Conduct https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=bifoBy4w9CZW7XTaNe4VNq ==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=xIS9GoNpfBtH7ZMiBli6Ew==&PG=6&RP=0&isPndg=false • A summary of the disciplinary process is available at: https://www.dpi.nc.gov/educators/educators-licensure/discipline-professional-educators
GLF13	Describe how the proposed solution provides case file functionality to allow for the tracking of legal investigations, including a timeline of what actions have been taken and by whom.
GLF14	Describe how the proposed solution provides public reporting capabilities. In your response, please elaborate on how the public can search by educator to verify their license status.
GLF15	Describe how the proposed solution allows for the uploading of the current license template and allows for the ability to change the template or indicators in the future.
GLF16	Describe how the proposed solution offers the following functionality, sometimes called unified communications, a personal portal, or a launchpad: <ul style="list-style-type: none"> • the capturing of incoming emails • calendaring and scheduling of meetings • notifications • submission of documents
GLF17	Describe the process for a user to download a copy of their license as a PDF at any time, dynamically generated from the proposed solution.
GLF18	Describe the search functionality of transcripts that are housed in the proposed solution. (i.e., which or how many educators received their transcript from a particular university.)
GLF19	Describe how the proposed solution collects student characteristics files from NC EPPs.
GLF20	NCDPI assigns a single license number to each educator, and that number remains consistent even if the individual holds multiple licensure areas. Describe how the proposed solution handles social security numbers (SSN) with regards to ensure each unique entity has a single license number for all license areas. Each license area (modifier) has its own characteristics as follows: <ul style="list-style-type: none"> ○ Type ○ Modifier Number ○ Effective Date ○ End Date ○ Program Status Code ○ Program Basis Code ○ Class Level ○ HQ Code ○ Experience

GLF21	<p>Describe how the proposed solution provides for different types of licenses with different time durations via drop down functionality.</p> <p>Note:</p> <ul style="list-style-type: none"> • IPL is equal to 3 years (could be for in state or out of state completer). • CPL is equal to 5 years (renewable license after IPL is completed or can be issued up front for some out of state program completers or other student services or administrative areas). • Some provisional license types are issued 1 year at a time, for up to 3 or 5 years.
GLF22	<p>Describe how the proposed solution allows for the posting of an explanation for each area of the licensure process and what prerequisites/steps are involved.</p> <p>In your response, explain how additional information may be shared through the solution via links and PDFs.</p>
GLF23	<p>Describe how the proposed solution handles the identification of whether an educator holds an advanced degree that qualifies for state salary system payment, in cases where at least one course contributing to the degree was completed before August 1, 2013, as outlined in the 2024-2025 NC Public School Personnel Employee Salary Manual.</p> <p>https://www.dpi.nc.gov/documents/fbs/resources/2024-25-salary-manualpdf/download?attachment</p> <p>(Please note that this manual is updated annually based on the legislative session.)</p>

3.5.4 LICENSURE PROCESSING AND ROUTING

LPR 1	<p>Describe how the proposed solution handles the following initial applications:</p> <ol style="list-style-type: none"> a. In-state program completers. b. Out of state and international program completers. c. Alternative licensure routes <ul style="list-style-type: none"> • Residency License • CTE Restricted • Junior Reserve Officers' Training Corps (ROTC) • Emergency Licensure • Permit to teach • International Faculty • Provisional Student Services
LPR 2	<p>Describe how the proposed solution handles licensure updates and changes to existing NC licenses.</p>
LPR 3	<p>Describe how the proposed solution can support automatic approvals, extensions, conversions, and renewals.</p>
LPR 4	<p>Describe how the proposed solution can be configured by NCDPI Licensure staff to assign the duration or term of any given license type and the ability to indicate if that license type can be automatically extended as well as how many extensions are allowed.</p>

LPR 5	Describe how the proposed solution can generate customizable requirement letters using predetermined templates with drop-down or fill-in options.
LPR 6	Describe how the proposed Licensure solution calculates different experience types and assigns different experience types and amounts to different license areas based on unique rules.
LPR 7	Describe how the proposed Licensure solution generates checklists based on requirement letters that can be dynamically checked off by educator, PSU, or Licensure staff.
LPR 8	<p>Describe how the proposed solution collects, bundles and reports fees using a third-party payment vendor. Currently, an educator is only charged the most expensive fee in a single transaction if multiple services are provided at that time, and if the educator is previously licensed by NC DPI and the status of the license is current / not expired.</p> <p>Refer to Board of Education Policy LICN-OO8: License Fees for more information. https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=dNeplusSi699CLHVFzQIZ3PSg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false</p> <p>You should include in your response how the solution facilitates varying and significant changes in volume, and with which of the online payment providers approved by the NC Office of State Controller the proposed solution is able to work.</p> <p>Refer to the <i>Electronic Commerce Program Overview</i> document at: https://www.osc.nc.gov/state-agency-resources/statewide-electronic-commerce-program-secp/electronic-commerce-program-overview</p>
LPR 9	Describe how the proposed solution provides for an easily configurable workflow and routing solution based on the type of license and / or application submitted for approval.
LPR 10	Describe how the proposed solution can prioritize the processing of applications based on certain criteria, such as those affecting salaries or with military connectedness.
LPR 11	Describe how the proposed solution collects and tracks legal / licensure revocations and/or disciplinary actions.

3.5.5 ACCESS

ACC1	<p>Describe role-based security at the State, District, and Local School level, to include creating user defined roles.</p> <p>In your response, ensure this information aligns with that provided in Section 3.5.1 Statewide Solution Architecture.</p> <p>Your response should elaborate on access for retirees, aspiring educators, as well as current staff.</p>
ACC2	Explain your proposed solution's role archetype(s) and inheritance.
ACC3	<p>Describe how the proposed solution will allow for multiple methods of authorization depending on the status of the user.</p> <ul style="list-style-type: none"> All <u>currently</u> employed educators at a NC PSU, all NCDPI staff, and administrative interfaces will use NCDPI's – Identity and Access Management (IAM) exclusively. Refer to the Integration Methodologies for the NCEdCloud IAM Service document at https://ncedcloud.mcnc.org/documents.

	<p>In your response, describe how these users would be prohibited from using any other form of authentication, until their NCEdCloud access is removed at the end of employment.</p> <ul style="list-style-type: none"> All other users, including aspiring educators, ex-NC PSU educators/ex-NCDPI staff, and EPP personnel, will authenticate directly using the username and password set up in the Licensure system at account creation. In your response, describe how the users would be given an option to use a Google, Microsoft, or Apple account to authenticate.
ACC4	Describe how multi-factor authentication and security questions are used with the proposed solution.
ACC5	Describe the options that will be available for a user to be able to reset their password when attempting to log in with their username and password directly into the proposed solution.
ACC6	<p>Describe how the proposed solution will accept a roster file from NCDPI's environment for matching of UIDs, emails, and/or SSNs of licensed educators to allow them to login via NCEdCloud.</p> <p>In your response, describe how the roster file will match and update existing users and/or create new accounts.</p>
ACC7	Describe how your proposed solution is device or platform agnostic to allow a type of near zero-trust authorized access from the myriad of devices, browsers, or operating systems generally available.
ACC8	<p>Describe in detail the role-based access controls for reporting.</p> <p>In your response, ensure this information aligns with that provided in Section 3.5.8 Reporting and Analytics.</p>
ACC9	Describe how your proposed solution offers impersonation functionality for key stakeholders.

3.5.6 APPLICATION AND DATA INTEGRATION

ADI 1	<p>Describe your proposed solution's approach to, and capability for, data integration and interoperability with other systems.</p> <p>In your response, describe how payroll data, for example, would be integrated from the LEAs into the proposed Licensure solution so the NCDPI Licensure team will have the data they need.</p> <p>In addition, describe in your response how integration would be done with the SIS application, Infinite Campus, so reporting of its data can be accomplished.</p>
ADI 2	<p>Describe your process for integration with testing vendors and how test scores can be retrieved and processed automatically by the proposed solution. Refer to Board of Education Policy LICN-003: License Testing Requirements for more information.</p> <p>https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=5qTuWBJd8DRwx7yPzCQplusslshg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25qDrHoloNw==&PG=6&IRP=0&isPndg=false</p>
ADI 3	Describe the process for integrating the proposed solution with NASDTEC and how users will be automatically identified and flagged if they are listed.
ADI 4	Describe the process for integrating the proposed solution with the National Board for Professional Teaching Standards (NBPTS) and how users will be automatically identified and flagged if they are credentialed.

ADI 5	Describe the process of integrating the proposed solution with third-party applicant tracking systems.
ADI 6	<p>The current Licensure solution integrates with a Licensure-Salary Database System (LicSal) that was developed and hosted by NCDPI. LicSal pulls certain data elements from other systems, including Licensure and the PSU's ERP/payroll solutions. LicSal performs salary compliance audits and completes intense calculations, including years/months of experience based on payroll data, assignment of certified salary and pay level, year-to-date gross pay, various absence scenarios, etc. This data is then shared out to other solutions. Specifically, the months of experience calculated in LicSal are loaded into the Licensure system and used for a yearly experience bump process.</p> <p>Describe how the proposed solution will integrate with LicSal for sharing and receiving data.</p>
ADI 7	<p>Describe how your proposed solution consumes and publishes data with other systems, including NCDPI's data warehouse, the student information system (Infinite Campus), the unique identification system to track staff, Licensure Salary System (LicSal), etc.</p> <p>Your response should elaborate on APIs or connectors available within the currently supported release.</p>
ADI 8	Describe the tools within your solution to integrate with respective ERP systems, to include Finance and HR.
ADI 9	<p>Describe how the proposed solution integrates with an Operational Data Store (ODS).</p> <p>Your response should include itemized costs as outlined in Section 4.</p>
ADI 10	<p>Describe how the proposed solution exports data on-demand and what services may be utilized, such as file download, API, or Web Services.</p> <p>In your response, describe how North Carolina Professional Educator Licensure Applicants and Licensees would export their data, including, but not limited to their license.</p>
ADI 11	<p>Describe the proposed solution's integration capabilities, including plug-in architecture and API access.</p> <p>In your response, include the approval workflows for enabling new plugins and API connections.</p>
ADI 12	Describe any constraints or limitations on all supported APIs and third-party connections within the proposed solution.
ADI 13	<p>Describe common plug-ins and third-party tools that are natively supported within the proposed solution.</p> <p>In your response, elaborate on the process for allowing new third-party tools to be added.</p>
ADI 14	<p>Describe any data standards, to include Common Education Data Standards (CEDS) and the Ed-Fi Alliance, supported by your data schema and your process for aligning to changes made by common standards bodies.</p> <p>Your response should include a list of CEDS and Ed-Fi fields mapped in your currently supported release.</p>
ADI 15	Describe the standards that your proposed solution aligns to, such as Ed-Fi, the specific standards supported, the nature of the support, and how your organization engages with them.
ADI 16	Describe any other currently supported complementary product or offering represented by your company that may assist with the richness of data or heightened user experiences within the proposed solution.

Your response should include itemized costs as outlined in Section 4.

3.5.7 DATA MANAGEMENT

DMA 1	Describe the various scenarios of how the proposed solution validates data in real-time, to ensure proper type, length, and accuracy, throughout all points of entry, including manual screen entry and bulk file upload.
DMA 2	Describe how the data validation and business rule parameters in the proposed solution are maintained.
DMA 3	Describe how your proposed solution assigns a single unique identifier to Licensure applicants and how this is managed across a statewide implementation.
DMA 4	Describe how the proposed solution handles scenarios like duplicate licensee/applicant IDs and single ID for multiple licensee/applicants. Your response should elaborate on how data validation and other safeguards are used to mitigate licensee/applicant ID issues.
DMA 5	Describe how the proposed solution can provide alerts or notifications to various roles based on flags or data elements within the proposed solution. For example, the ability of your solution to proactively alert licensees and PSUs of required actions (e.g., license renewals, etc.).
DMA 6	Explain your proposed solution's measures to prevent unauthorized change to data and ensure integrity.
DMA 7	Describe your proposed solution's default backup and restore functionality, to include how it maintains independence in operation across locations and yet maintains holistic data integrity for the State. Your response should indicate areas, functions, or features afforded to NCDPI to configure this.
DMA 8	Describe how your solution manages sensitive data elements. e.g., the hiding of social security numbers.
DMA 9	Describe your process for data archiving and how archival data can be moved back to production if needed (i.e., a ten-year-old license needs to be reactivated).
DMA 10	Describe how the proposed solution defines and executes batch updates to data. Include information on validation and rollback capabilities.
DMA 11	Describe how the proposed solution handles complex calculations. For example, NC has very specific and unique processes by which an educator's salary is determined and paid. A few existing scenarios include: <ul style="list-style-type: none"> • An educator has one license, and that license could have multiple license areas. Each of those license areas could have different experience calculations based on how long the educator served in each. In addition, the multiple license areas with possible multiple degree areas could have between one and nine different algorithms used to calculate experience for each. <ul style="list-style-type: none"> ○ The nine algorithms, with each containing a different set of rules, are: post-secondary teaching, principal experience, superintendent experience, brass-to-class, regular non-teaching, CTE non-teaching, regular teaching, Instructional Teaching Assistant, and JROTC.

	<ul style="list-style-type: none"> ○ Refer to the NC State Board of Education Board Policy Manual – Policy LICN-006: Experience/Degree Credit for Salary Purposes for more information. https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfc0o1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false <ul style="list-style-type: none"> ● Additional pay may be available to educators who have obtained a graduate degree that is relevant to their area of teaching, as well as other qualifying criteria. Currently, the PSU opens an online application on behalf of an educator to request graduate pay approval based on area of licensure, area of assignment, and percentage of time worked. This process is completed each time the educator changes PSUs, school number, and/or teaching assignment. ● All the aforementioned processes in DMA11 must interface with the NC salary system on a daily basis, at a minimum. ● An annual salary bump for approximately 100,000 educators that is processed in early July, where educators with six or more months experience in the prior fiscal year in a NC LEA are paid on the NC state salary, as reported by a State salary schedule, are automatically assigned +1 year of teaching, principal and/or superintendent experience. Those with less than 6 months are given a partial year of experience credit, but the +1 year bump is not given.
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3.5.8 REPORTING AND ANALYTICS

RA1	Taking into account roles and access privileges, describe all currently supported operational reports available in the proposed Licensure solution.
RA2	Describe in your proposed Licensure solution the process for creating, generating, maintaining, and modifying any recurring statutory reports.
RA3	Describe how the proposed solution offers native or integrated reporting and data analytics with real time and historical reporting with user intuitive drill down capabilities.
RA4	Describe how the proposed solution automatically schedules reports in batch mode.
RA5	Describe how the proposed solution manages reports and the analytical functions to monitor, manage, and report all licensure activities.
RA6	Describe the proposed solution’s ad hoc reporting capabilities available to various roles.
RA7	Describe how the proposed solution can produce reports, provide alerts, and allow users to view information on a dashboard to proactively support licensed staff. In your response, elaborate on the availability of this information based on class of user and role, be it State, District, Educator Level or EPP Level.
RA8	Describe how the proposed Licensure solution can dynamically report based on changing dates, factors, volumes, and other conditions. In your response, please include what other predictive measures can be provided.
RA9	Describe the features of your proposed solution’s audit logging and reporting, and how that is performed.

RA10	Describe the reporting and analytic features extended to each role within your proposed Licensure solution, to include the extent of data involved. In your response, you should elaborate upon licensure data for reporting purposes based on user role(s), within district/school systems, and how there is a need for role-based segmentation and privilege to viewing data, be it on-screen, in a dashboard, in a report, as a download, or in a type of data navigator utility.
RA11	Describe how the proposed Licensure solution provides real-time displays.
RA12	Describe the file formats available for reporting and data extracts (i.e., on-screen, PDF, CSV exports, JSON, etc.).
RA13	Describe how the proposed solution can provide enhanced reporting beyond the data available in the Licensure database by integrating with other systems i.e. ERP, SIS, payroll, etc.

3.5.9 SERVICE LEVEL

SL1	Describe your proposed solution’s Service Level Agreement (SLA) detailing how the architecture delivers 99.9% availability. Your response should present and define your Service Level Objectives and corresponding Service Level penalties and credits. In addition, describe how your architecture supports this requirement and include any agreements with third-party hosting providers.
SL2	Describe how the proposed solution conforms to the Web Content Accessibility Guidelines (WCAG) 2.1 levels A/AA, and Section 508 of the Rehabilitation Act (29 USC 798). Your response should include an accessible conformance report (ACR) using the most current version of the Voluntary Product Accessibility Template (VPAT). Your response should also include the product documentation that demonstrates how the proposed solution is digitally accessible or if not fully accessible, a description of the roadmap with timeline for remediation.
SL3	Describe how the proposed solution scales without impacting performance. Currently, there are ~ 200k active license holders, 325+ PSUs, 40+ EPPs, and ~ 30 internal DPI staff who access the system at any given time. Public search is in addition to these users.
SL4	Describe how the proposed solution monitors performance. Your response should include information specific to monitoring the useability of the solution’s features and functions with reasonable response times so there is awareness of it being both available and responsive. This information in your response should align with that provided in SL5 (below) and SSA8 in Section 3.5.1.
SL5	Describe your proposed solution’s process for role-based alerts of outage and performance degradations to ensure appropriate notification across all user classes, including information about the process used for post-mortems.
SL6	Describe any controls in place (i.e., sandboxing, replication) that are designed to minimize the impact of reporting functions on system performance.

SL7	<p>Describe your proposed solution’s system management processes, frequency of server patches, and version or patch management process, and how those processes do not compromise 99.9% availability.</p> <p>Your response should include information as it pertains to your general server or systems management, operating system and security level version or patch application, and solution version or patch application.</p>
SL8	<p>Describe the environments available to the State (i.e., production, testing, etc.) and the proposed plan for system maintenance and updates.</p>
SL9	<p>Describe your proposed solution’s 99.9% available hosting capability to minimally include the following:</p> <ol style="list-style-type: none"> An overview of general hosting capabilities Hosting provider information Primary site location and TIER level Secondary or disaster recovery site location and TIER level, and, Areas of compliance and/or non-compliance with the North Carolina State Security Manual and Policies and remediation plan for non-compliance <p>Information may be found on the ‘Security’ tab at: https://it.nc.gov/services/vendor-engagement-resources.</p> <p>NOTE: It is the responsibility of each vendor candidate or respondent to read, be aware of, and where necessary, comply with the information contained on the ‘Vendor Engagement Resources’ link provided.</p>
SL10	<p>Describe in detail your Disaster Recovery Plan for the proposed solution and include tested and verifiable Recovery Time Objective (RTO) and Recovery Point Objective (RPO) times for comparable statewide implementations of this proposed size.</p> <p>Your response should include information that communicates alignment of RTO and RPO as complementary to your SLA.</p>
SL11	<p>Describe your Business Continuity Plan (BCP) and the capabilities the proposed solution can provide in support of the agency’s continuity of operations and incident responses.</p>

3.5.10 CHANGE MANAGEMENT

CM1	<p>Describe the process for developing your proposed solution’s product roadmap and share a current managed-release version of that.</p> <p>Your response should indicate planned (major) architectural from (minor) patch releases.</p>
CM2	<p>Describe the process for release of major or minor versions, emergency fixes, and end-of-life process for the proposed solution. Include information about testing, training, UAT, migration and data integrity verification.</p> <p>Your response, to the extent possible, should include a release or support plan for a prior or end-of-life version.</p>
CM3	<p>Describe your organization’s communication strategy and procedures for minimizing downtime within the proposed solution.</p>

CM4	Describe your organization's service and change management practices, to include details of how these practices are aligned with ITSM and ITIL frameworks as applied to the proposed solution.
CM5	Describe how the proposed solution is kept up to date with federal or state legislation, guidelines or standard changes, and software upgrades or updates. Your response should include a typical timeline from a notice-of-change to when the system will be enhanced or modified.
CM6	Describe your organization's practices to communicate and train appropriate role-based users to work with applied change management process for the proposed solution.
CM7	Describe the available configuration options to adapt functionality to meet user needs within the proposed solution, to include content configuration by user role.

3.5.11 QUALITY ASSURANCE

QA1	Describe your organization's software Quality Assurance (QA) process that the proposed solution will follow. Your response should elaborate on the test environment, types of testing undertaken, management practices within the QA process prior to release, and for including NCDPI in User Acceptance Testing (UAT).
QA2	Describe the processes, resources, and environment that comprise your proposed solution's UAT setting, to include the limits or extent of NCDPI involvement.
QA3	Describe the frequency and nature of load testing your proposed solution prior to implementation.

3.5.12 CUSTOMER SUPPORT

CS1	Describe the multi-channel support options available to DPI Licensure staff to report issues in the proposed solution. Your response should elaborate on the similarities and differences in how you provide support via chat, online reporting, telephone, etc. Your response should also include information on which roles, and how many users within each, may utilize a channel at any given time.
CS2	Describe how the proposed solution would provide for a dedicated technical support resource(s) involved in the upfront design, build and test phases, as well as for go-live, post go-live and for the contract's duration.
CS3	Describe your customer support management process for the proposed solution. Minimally, include details such as: <ul style="list-style-type: none"> a. The type and nature of your ticketing system, and if it is internal or hosted; b. If the ticketing system is hosted, what is its resiliency to failure or disaster in your provisioning managed support to NCDPI; c. Viewing, tracking, and interacting with the ticketing process; d. The depth of a self-service knowledge base; e. Prioritization of incidents based on SLA;

	<p>f. Reports and dashboard on key support metrics, to include static and dynamic date ranges for:</p> <ul style="list-style-type: none"> (i) First call resolution; (ii) Number of tickets submitted by SLA severity; (iii) Number of tickets resolved by SLA severity; (iv) Number of open tickets by SLA severity, with age analysis; and, (v) Open tickets by creation date and last-touched date; <p>g. Online access to, and description of, standard and available support reports; and,</p> <p>h. Other capabilities identified as either part of your standard support offering or associated with higher level subscriptions.</p> <p>Your response should align with your response in Section 3.5.9 Service Level.</p>
CS4	<p>Describe your organization's multi-tier customer support structure that is associated with your proposed solution.</p> <p>As part of your response, you should include standardized information about your support plan(s), optional subscription levels, breadth of service within levels, ticket handling process, response and resolution thresholds, escalation, and cost information associated with higher levels of subscribed or procured support beyond Tier-1 support. Your response should include additional costs in section 4.0.</p>
CS5	Describe the self-service problem resolution capabilities available to customers.
CS6	<p>Describe the functionality in the proposed solution for assisting users, including answering questions and guiding them through the process of applying for or updating a license (i.e. Chatbot).</p> <p>In addition, describe:</p> <ul style="list-style-type: none"> • The functions the chatbot performs. • The data the chatbot has access to. • How the chatbot conversations are logged and how long the logs are kept. • How NCDPI can request to turn off the chatbot within our instance.

3.5.13 DATA MIGRATION

DMI1	<p>Describe the data migration and conversion strategy you would utilize for a current statewide educator licensure system in your proposed solution.</p> <p>The current database size is approximately 400GB. As part of your response, you should, and are encouraged, to be as detailed and creative as necessary to communicate the complexity and magnitude of this effort.</p>
DMI2	<p>Describe how the proposed solution would migrate and consume existing data that includes, but is not limited to user id and passwords, license number, entity number, all existing database tables, and all file attachments that would then need to be mapped to the individual entity level.</p> <ul style="list-style-type: none"> • Document storage for attachments will need to be 2 TB at a minimum • There are currently 4 million objects in use

DMI3	Describe how you would handle migrating open applications that are in process, so no data is lost, and operational integrity is preserved.
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3.5.14 PROJECT MANAGEMENT

PM1	<p>The proposed Project Manager will be the single contact for management and coordination of Vendor work performed for the project's duration.</p> <p>Describe how your proposed project team will coordinate with the NCDPI Project Manager.</p>
PM2	<p>Describe how you will provide a Project Manager for the project's duration.</p> <p>NCDPI prefers the proposed Project Manager to have prior experience managing large full-cycle IT projects with a minimum of five (5) years prior IT project management experience, to include at least one statewide Licensure implementation project.</p> <p>Describe the qualifications and experience of the proposed Project Manager. In lieu of a narrative description you may submit the individual's resume.</p>
PM3	<p>Describe how you will provide a Senior Business Analyst for the project's duration to support project management business activities.</p> <p>NCDPI prefers the proposed Senior Business Analyst to have at least five (5) years demonstrated knowledge and skills in business analysis, requirements management, test management, technical writing, and has worked on at least one statewide Licensure implementation project.</p> <p>Describe the qualifications and experience of the proposed Senior Business Analyst. In lieu of a narrative description you may submit the individual's resume.</p>
PM4	Describe your process for discovery work with NCDPI, including understanding specific North Carolina rules and laws surrounding the implementation of an educator licensure system.
PM5	Describe your process for identifying and documenting the business rules for the North Carolina educator licensure system.
PM6	<p>Describe how you will provide a Technical Lead for the project's duration to work closely with NCDPI's technical team to ensure successful implementation of the proposed solution.</p> <p>NCDPI prefers the proposed Technical Lead to have at least five (5) years demonstrated knowledge and skills in leading all technical aspects of configuration, test, and implementation, with a significant portion of that experience applied to previous statewide Licensure solutions.</p> <p>Describe the qualifications and experience of the proposed Technical Lead. In lieu of a narrative description you may submit the individual's resume.</p>
PM7	<p>NCDPI requires the Project Manager, Senior Business Analyst, and Technical Lead to participate in project kick-off, gap assessment and analysis session, informational sessions, project implementation(s) and any other key project events the PMO identifies once the schedule is received.</p> <p>NCDPI prefers onsite meetings for key events; however, virtual meetings may be jointly preapproved. In the event virtual meetings do not provide enough progress, onsite meetings may be required. In your response, describe how you will provision this.</p>
PM8	Describe your draft schedule and work breakdown structure demonstrating a full implementation, including sufficient detail to articulate implementation methodologies, tasks,

	<p>milestones, and resource requirements. (Note: If preferred, you may attach a draft plan instead. An attached plan is the agency's preference, but not a requirement.)</p>
PM9	<p>Describe how the Vendor Project Manager will collaborate with the NCDPI Project Manager to schedule and hold an on-boarding project kick-off meeting within thirty (30) days of contract award, including meeting agenda, presentation, draft project management plan, meeting notes and follow-on action items. This meeting will be attended by the State's project team and selected stakeholders to establish mutual understanding of the project's scope, approach, schedule, milestones, deliverables, high-level risks, and immediate next steps.</p>
PM10	<p>The Vendor Project Manager will be expected to deliver comprehensive project documentation. Please acknowledge your agreement to deliver this documentation, and with supporting justification where the deliverables may be tailored to schedule or phase according to your proposed project methodology.</p> <p>With your proposal:</p> <ul style="list-style-type: none"> a. Describe your Project Plan, in sufficient detail to communicate the full breadth of effort to implement the proposed solution, project methodology (e.g., waterfall, agile, etc.), project phases with descriptions and milestones, deliverables, and resources. (Note: If preferred, you may attach a Project Plan instead. An attached plan is the agency's preference, but not a requirement); and, b. Describe your Project Schedule, in sufficient detail for phase, time, task, dependency and constraint, milestone, summary, and resource assignment. (Note: If preferred, you may attach a Plan in Microsoft Project Plan (.mpp) format instead. An attached plan is the agency's preference, but not a requirement.) <p>Within 60 calendar days following RFP award:</p> <ul style="list-style-type: none"> c. Configuration Management Plan; d. Change Management Plan; e. Quality Assurance Plan; f. Data Migration and Data Conversion Plan and Processes; g. Risk and Issue Management Plan; h. Communication Management Plan; i. Staffing Plan; j. Incident Response Plan; k. Implementation Plan; l. Customer Support Plan (post-Implementation and may be linked to your SLA); m. Test Plan(s); <p>Weekly</p> <ul style="list-style-type: none"> n. Status updates o. Risk and Issue updates <p>As applicable or upon request:</p> <ul style="list-style-type: none"> p. Meeting agendas and minutes; q. Situational, milestone, or key deliverable presentations or reports; r. Updated Project Plan or Project Schedule (items a and b); s. Updated plan(s) or process documents (items c through m); t. Test Results; and,

	<p>Upon project closeout:</p> <ul style="list-style-type: none"> u. Final project report. <p>It will be the responsibility of the Vendor Project Manager to regularly submit and maintain current project documentation and to collaborate with the NCDPI Project Manager on content variations.</p> <p>Vendor responses are encouraged to demonstrate use of their existing practice methodologies, templates, and documentation forms to communicate repeatability, reliability, and confidence in delivery of project management practices. Where the awarded Vendor may not have adopted project management standards, processes, or documentation templates, and at the sole discretion of NCDPI, the State’s EPMO Project Approval & Oversight methodology may be adopted.</p> <p>Refer to https://it.nc.gov/programs/project-portfolio-management.</p>
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3.5.15 TRAINING

TS1	<p>Describe initial and ongoing refresher training available to various roles for the proposed solution.</p> <p>In your response, elaborate on logistics, environment, length, and test data used for training.</p>
TS2	<p>Describe the proposed solution’s training modality or the blended modalities available at each role.</p>
TS3	<p>Describe the style of training documentation available to various roles and the method of upkeep to maintain accuracy to the proposed solution during licensed access and use.</p>
TS4	<p>For the proposed solution, describe any on-demand training, help features, and guides available to each user role. Describe the contextual support provided within the tool to help acclimate the user and provide training in-place in real-time.</p>
TS5	<p>For the proposed solution, describe how training effectiveness is evaluated and adapted to meet improvement goals.</p> <p>In your response, include scoring methodologies and strategies for enhancing training offerings based on the volume of potential solution trained or credentialed users across various roles.</p>

3.5.16 ARTIFICIAL INTELLIGENCE - AI

AI1	<p>Disclose/describe all areas where Artificial Intelligence (AI) or Machine Language (ML) functionality is used within the proposed solution. Identify the specific features where AI/ML is used and describe the purpose, scope and data inputs in all those areas.</p> <ul style="list-style-type: none"> • In your response, disclose all third-party AI/ML service providers engaged as part of the service and the types of customer data shared with them. • In addition, describe the process for NCDPI to be able to opt out of non-essential AI/ML features. <p>Note: The proposed solution shall not use NCDPI’s data to train or refine AI/ML models without explicit written approval.</p>
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AI2	If there are (additional) AI/ML features planned in your roadmap, describe the features and how NCDPI data will be used.
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3.5.17 OPTIONAL SPECIFICATIONS

OPT1	Describe how the proposed solution offers functionality that covers workforce planning, tracking professional development and reporting including features that support open position advertisement and sharing available training opportunity for users.
OPT2	Describe how the proposed solution provides professional development opportunities, including trainings, webinars, and seminars, searchable by various subject area and standards.
OPT3	Describe the workflow available allowing for schools or PSUs to approve those events, and how tracking is done in the proposed solution.
OPT4	Describe how the proposed solution allows individual schools to offer opportunities, available at all levels including school, district, regional, and state level for users to choose from.
OPT5	Describe how the proposed solution links courses taken for CEUs with the educator's profile in the Licensure system.
OPT6	Describe how the completion of a course at the school, district, regional, and state level in a Learning Management System (LMS) gets synced automatically to the educator's profile in the proposed solution.
OPT7	Describe how educators can get access to the proposed solution, including the account creation process, if different from the Licensure system/module.
OPT8	Describe how educators can upload documents with noted credit/hours for license renewal into the proposed solution and how it will sync with records/transcripts.
OPT9	Describe how the proposed solution integrates with other systems, such as various LMSs.
OPT10	Describe how the proposed solution allows districts to modify CEU requirements (number and/or type of credits needed) for their district alone.
OPT11	Describe how the proposed solution would allow an approver to simultaneously approve a credit and assign or modify the area to it.
OPT12	Describe how the proposed solution provides notifications/reminders of renewals needed to an educator, their school, and/or their PSU.
OPT13	Describe how educators can access their own records/transcripts and filter the results in the proposed solution.
OPT14	Describe how the proposed solution allows the educator to see where they are in their license cycle.
OPT15	Describe the proposed solutions reporting capabilities at the state, regional, PSU, and school levels.
OPT16	Describe the proposed solutions reporting capabilities, especially at the district level, for the validation of CEUs.
OPT17	Describe your data migration plan.

4.0 COST OF VENDOR'S OFFER

4.1 OFFER COSTS

The Vendor must list, itemize, and describe any applicable offer costs in **ATTACHMENT D: COST FORM**.

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.

5.0 EVALUATION

5.1 SOURCE SELECTION

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. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one (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

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 as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.

- 1) How well the Vendor's offer conforms with the specifications (**Section 3.0**)
- 2) How each Vendor's offer compares with other Vendors' offers.
- 3) Vendor Cost Proposal (**Section 4.1 and Attachment D**)
- 4) Risks associated with Vendor's offer, including financial stability (**Section 7.2 and Attachment H**).

5) Vendor Schedule / Timeline for completing work (**Section 3.5.14 PM**)

6) Vendor Past Performance and Reference Checks (**Attachment G**)

NOTE: The Vendor may be disqualified from any evaluation or award if the 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.

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 its 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 demonstrate 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. Vendor 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, Section 1, 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>. <https://www.ips.state.nc.us/ips/> 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,**

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. Vendor 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 September 16, 2025, at 2PM Eastern Time.

They must be submitted to the contact person listed on Page One of this Solicitation via the Ariba Sourcing Tool's message board. Please enter "Questions Solicitation 24-RQ219107-KR DPI Educator Licensure Modernization" as the subject for the message.

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 Sourcing Tool for 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

The Vendor may submit alternate offers for various levels of service(s) or products meeting specifications. Alternate offers must specifically identify the RFP specifications and advantage(s) addressed by the alternate offer. Any alternate offers must be clearly marked with the legend as shown herein. Each offer must be for a specific set of Services or products and offer at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be an offer with a different price and a separate RFP offer. Vendors may also provide multiple offers for software or systems coupled with support and maintenance options, provided, however, all offers must satisfy the specifications.

Alternate offers must be submitted in a separate document and clearly marked “Alternate Offer for ‘name of Vendor’” and numbered sequentially with the first offer if separate offers are submitted.

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>.

6.3 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:

- a) 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.
- b) 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.
- c) Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.
- d) Supply all relevant and material information relating to the 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.
- e) 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.
- f) Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.
- g) **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, 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 AND all pages of this solicitation document in ONE (1) PDF. This includes:
 - Attachments A and B
 - Completed Description of Vendor Submitting Offer Form (Attachment C)
 - Completed Cost Form of Vendor's Offer (Attachment D)

- Completed and Signed Vendor Certification Form (Attachment E)
 - Completed Location of Workers Utilized by Vendor Form (Attachment F) and any additional pages, if needed, as part of their response in Attachment F.
 - Completed References (Attachment G)
 - Completed Financial Statements (Attachment H)
- b) Vendor Response to Specifications and Requirements
 - c) Security Vendor Readiness Assessment Report (VRAR)
 - d) Architecture Diagrams
 - e) Errata and Exceptions if any
 - f) Vendor's License and Maintenance Agreements if any
 - g) 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.

6.34.4 OFFER SUBMITTAL

Due Date: December 16, 2025
 Time: 2:00 pm ET

IMPORTANT NOTE: It is the Vendor's sole responsibility to upload their offer to the Ariba Sourcing Module by the specified time and date of opening. Vendor shall bear the risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet issues, network issues, local power outages, or application issues. Vendor must include all the pages of this solicitation in their response.

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, email, email attachments, or in any hardcopy format in response to this Bid SHALL NOT be accepted and will automatically be deemed Non-Responsive.

- a) Submit **one (1) signed, original electronic offer** through the Ariba Sourcing Module.
- b) The Ariba Sourcing Module document number is: WS1653435513
- 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 as Non-Responsive.
- 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 Vendor 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 F - 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 H), 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

RESERVED

7.15 AGENCY TERMS AND CONDITIONS

RESERVED

ATTACHMENT A: DEFINITIONS

- 1) **24/7:** 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, 24/7 implies NO loss of availability of systems, communications, and/or supporting resources.
- 2) **API:** Application Programming Interface
- 3) **Brass-to-class:** A type of experience used in calculating pay for an educator. Information available in NC State Board of Education Policy [LICN-006: Experience/Degree Credit for Salary Purposes](https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false).
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false>
- 4) **CEDS:** Common Educational Data Standards
- 5) **CEU:** Continuing Education Unit
- 6) **CPL:** Continuing Professional License
- 7) **CTE Non-Teaching:** A type of experience used in calculating pay for an educator. Information available in NC State Board of Education Policy [LICN-006: Experience/Degree Credit for Salary Purposes](https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false).
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false>
- 8) **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.
- 9) 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.
- 10) Educator:** A pre-kindergarten (Pre-K) to 12th grade teacher, student services personnel or school administrator.
- 11) EPP:** Any entity that prepares, trains, and recommends students for teacher licensure.
- 12) FERPA:** Family Educational Rights and Privacy Act
- 13) 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).
- 14) Graduate Pay:** The ability of an educator to earn extra pay based on possessing an advanced degree.
- 15) Grandfathering:** A condition in which an old rule continues to apply to an existing situation while a new rule will apply to all future cases.
- 16) Highly Qualified:** Information available in the 2024-2025 NC Public School Personnel Employee Salary Manual. <https://www.dpi.nc.gov/documents/fbs/resources/2024-25-salary-manualpdf/download?attachment>
- a. **Note:** This manual is updated annually based on the legislative session.
- 17) Instructional Teaching Assistant:** A type of experience used in calculating pay for an educator. Information available in NC State Board of Education Policy [LICN-006: Experience/Degree Credit for Salary Purposes](#).
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false>
- 18) Intuitive:** Easy to use and/or requiring minimal user training.
- 19) IPL:** Initial Professional License
- 20) JROTC:** Junior Reserve Officers' Training Corps. A type of experience used in calculating pay for an educator. Information available in NC State Board of Education Policy
- a. [LICN-001: General Licensure Requirements](#)
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=S4O4ZK48etBCQRDzsryMsg==&PSID=>
 - b. [LICN-006: Experience/Degree Credit for Salary Purposes](#)
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false>
- 21) Lab Schools:** Information available at: <https://www.northcarolina.edu/unc-laboratory-schools/>
- 22) LEA:** Local Education Agency in North Carolina

- 23) Military Connectedness:** Information available in NC State Board of Education Policy [LICN-001: General Licensure Requirements](#) at:
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=S4O4ZK48etBCQRDzsryM sg==&PSID=>
- 24) NASDTEC:** National Association of State Directors of Teacher Education and Certification
- 25) NBPTS:** National Board for Professional Teaching Standards
- 26) NCDIT or DIT:** The NC Department of Information Technology.
- 27) NCID:** North Carolina Identity Management Service
- 28) NCDPI:** North Carolina Department of Public Instruction
- 29) PCI:** Payment Card Industry
- 30) Post-Secondary Teaching:** A type of experience used in calculating pay for an educator. Information available in NC State Board of Education Policy [LICN-006: Experience/Degree Credit for Salary Purposes](#).
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false>
- 31) Principal Experience:** A type of experience used in calculating pay for an educator. Information available in NC State Board of Education Policy [LICN-006: Experience/Degree Credit for Salary Purposes](#).
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false>
- 32) PSU:** Public School Unit refers to any of the following schools
- a) A local education agency
 - b) A charter school
 - c) A regional school
 - d) A Lab school
 - e) A Residential school
 - f) A school providing elementary or secondary instruction operated by one of the following:
 - o The State Board of Education, including schools operated under Article 7A and Article 9C of House Bill 57
 - o The University of North Carolina, including schools operated under Articles 4, 29, and 29A of Chapter 116 of the General Statutes.
- 33) RALC:** Regional Alternative Licensing Center
- 34) Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
- 35) Regular Non-Teaching:** A type of experience used in calculating pay for an educator. Information available in NC State Board of Education Policy [LICN-006: Experience/Degree Credit for Salary Purposes](#).
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false>

- 36) Regular Teaching:** A type of experience used in calculating pay for an educator. Information available in NC State Board of Education Policy [LICN-006: Experience/Degree Credit for Salary Purposes](https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false).
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false>
- 37) 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.
- 38) RPO:** Recovery Point Objective
- 39) RTO:** Recovery Time Objective
- 40) SBSM:** School Business Systems Modernization
- 41) Security Breach:** As defined in N.C.G.S. §75-61.
- 42) Student Characteristics Files:** Files provided by EPPs containing data about educators who studied at their program.
- 43) Superintendent Experience:** A type of experience used in calculating pay for an educator. Information available in NC State Board of Education Policy [LICN-006: Experience/Degree Credit for Salary Purposes](https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false).
<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=IDslsh7Mfcoo1ocniEfJGAufg==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=Yplr2aPOayt25gDrHoloNw==&PG=6&IRP=0&isPndg=false>
- 44) Transcript:** A permanent record of a student's academic achievements, including classes taken, grades received, etc.
- 45) UAT:** User Acceptance Testing
- 46) Vendor:** Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.
- 47) WCAG:** Web Content Accessibility Guidelines

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 tasks undertaken by the Vendor to fulfill, the specifications and requirements of this solicitation. Services include, without limitation, providing web browser access by authorized users to Vendor hosted computer storage, databases, support, documentation and other functionalities, all as a Software as a Service ("SaaS"),

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. The Joint Legislative Commission on Governmental Operations and the legislative employees whose primary responsibility is to provide professional or administrative services to the Commission may audit the records of the Vendor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with Chapter 120, Article 13.
- 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) consecutive 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 (v) 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 (2) 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, wilful 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 user name 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 non-infringing 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.

42) 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 off set 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 Software as a Service (SaaS)

1) **DEFINITIONS:**

- a) "Data" includes and means information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the Services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- b) Reserved.
- c) Reserved.
- d) Reserved.
- e) "Support" includes provision of ongoing updates and maintenance for the Vendor online software applications, and as may be specified herein, consulting, training and other support Services as provided by the Vendor for SaaS tenants receiving similar SaaS Services.

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

- a) The Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein and in accordance with any mutually agreed Acceptable Use Policy. The State is authorized to access State Data and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without the Vendor requiring a separate maintenance or support agreement. Subject to an agreed limitation on the number of users, the State may use the Services with any computer, computer system, server, or desktop workstation owned or utilized by the State or other authorized users. User access to the Services shall be routinely provided by the Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. The State shall notify the Vendor of any unauthorized use of any password or account, or any other known or suspected breach of security access. The State also agrees to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation to derive a source code equivalent to the Services or any portion thereof. Use of the Services to perform services for commercial third parties (so-called "service bureau" uses) is not permitted, but the State may utilize the Services to perform its governmental functions. If the Services fees are based upon the number of Users and/or hosted instances, the number of Users/hosted instances available may be adjusted at any time (subject to the restrictions on the maximum number of Users specified in the Furnish and Deliver Table herein above) by mutual agreement and State Procurement approval. All Services and information designated as "confidential" or "proprietary" shall be kept in confidence except as may be required by the North Carolina Public Records Act: N.C.G.S. § 132-1, *et. seq.*
- b) The State's access license for the Services and its associated services neither transfers, vests, nor inferences any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this license transfer, vest, or infer any title or other ownership right in any source code associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to access and use the State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein.
- c) The Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State's normal business hours (unless different hours are specified herein). The Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to the Vendor's SaaS tenants for similar Services. The Vendor's right to a new use agreement for new version releases of the Services shall not be abridged by

the foregoing. The Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.

- d) The Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated users or tenants of the Services, but minimally as provided for and specified herein. Unless otherwise agreed in writing, Support will also be provided for any other (e.g., third party) software provided by the Vendor in connection with the Vendor's solution herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to certain State users for the fees or costs as set forth herein or in an SLA.
- e) Services provided pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.
- f) The Vendor may utilize partners and/or subcontractors to assist in the provision of the Services, so long as the State Data is not removed from the United States unless the terms of storage of the State Data are clearly disclosed, the security provisions referenced herein can still be complied with, and such removal is done with the prior express written permission of the State. The Vendor shall identify all of its strategic business partners related to Services provided under this contract including, but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.
- g) The Vendor warrants that all Services will be performed with professional care and skill, in a workmanlike manner and in accordance with the Services documentation and this Agreement.
- h) An SLA or other agreed writing shall contain provisions for scalability of Services and any variation in fees or costs as a result of any such scaling.
- i) Professional services provided by the Vendor at the request by the State in writing in addition to agreed Services shall be at the then-existing Vendor hourly rates when provided, unless otherwise agreed in writing by the parties.

3) **WARRANTY OF NON-INFRINGEMENT:**

- a) The Vendor warrants to the best of its knowledge that:
 - i) The Services do not infringe any intellectual property rights of any third party; and
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- b) Reserved.
- c) Reserved.
- d) Reserved.

4) **ACCESS AVAILABILITY; REMEDIES:**

- a) The Vendor warrants that the Services will be in good working order, and operating in conformance with Vendor's standard specifications and functions as well as any other specifications agreed to by the parties in writing, and shall remain accessible 24/7, with the exception of scheduled outages for maintenance and of other service level provisions agreed in writing, e.g., in an SLA. The Vendor does not warrant that the operation of the Services will be completely uninterrupted or error free, or that the Services functions will meet all the State's requirements unless developed as Customized Services.
- b) The State shall notify the Vendor if the Services are not in good working order or inaccessible during the term of the Agreement. The Vendor shall, at its option, either repair, replace or reperform any Services reported or discovered as not being in good working order and accessible during the applicable contract term without cost to the State. If the Services' monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to receive automatic credits as indicated immediately below, or the State may use other contractual remedies such as recovery of damages, as set forth herein in writing, e.g., in Specifications, Special Terms or in an SLA, and as such other contractual damages are limited by N.C.G.S. § 143B-1350(h1) and the Limitation of Liability paragraph

below. If not otherwise provided, the automatic remedies for non-availability of the Subscription Services during a month are:

1. A 10% service credit applied against future fees if Vendor does not reach 99.9% availability.
2. A 25% service credit applied against future fees if Vendor does not reach 99% availability.
3. A 50% service credit applied against future fees or eligibility for early termination of the Agreement if Vendor does not reach 95% availability.

If, however, Services meet the 99.9% service availability level for a month but are not available for a consecutive 120 minutes during that month, the Vendor shall grant to the State a credit of a pro-rated one-day of the monthly subscription Services fee against future Services charges. Such credit(s) shall be applied to the bill immediately following the month in which the Vendor failed to meet the performance requirements or other service levels, and the credit will continue to be deducted from the monthly invoice for each prior month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement. If Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may also terminate the contract for material breach in accordance with the Default provisions hereinbelow.

- c) Support Services. If the Vendor fails to meet Support Service response times as set forth herein or in an SLA for a period of three (3) consecutive months, a 10% service credit will be deducted from the invoice in the month immediately following the third month, and the 10% service credit will continue to be deducted from the monthly invoice for each month that the Vendor fails to meet the support response times for the remainder of the duration of the Agreement.

5) **EXCLUSIONS:**

- a) Except as stated above in Paragraphs 3 and 4, Vendor and its parent, subsidiaries and affiliates, subcontractors and suppliers make no warranties, express or implied, as to the Services.
- b) The warranties provided in Paragraphs 3 and 4 above do not cover repair for damages, malfunctions or service failures substantially caused by:
 - i) Actions of non-Vendor personnel;
 - ii) Failure to follow Vendor's written instructions relating to the Services provided to the State; or
 - iii) Force Majeure conditions set forth hereinbelow.
 - iv) The State's sole misuse of, or its own inability to use, the Services.

- 6) **PERFORMANCE REVIEW AND ACCOUNTABILITY:** N.C.G.S. § 143B-1340(f) and 09 NCAC 06B.1207 require provisions for performance review and accountability in State IT contracts. For this procurement, these shall include the holding a retainage of ten percent (10%) of the contract value and withholding the final payment contingent on final acceptance by the State as provided in 09 NCAC 06B.1207(3) and (4), unless waived or otherwise agreed, in writing. The Services herein will be provided consistent with and under these Services performance review and accountability guarantees.

- 7) **LIMITATION OF LIABILITY: Limitation of Vendor's Contract Damages Liability:** Reserved.

- 8) **VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:** Reserved.

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

10) **TRANSITION PERIOD:**

- a) For ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, the Vendor shall assist the State, upon written request, in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in an SLA or as agreed upon in writing by the parties in a contract amendment.

- c) During the Transition Period, Services access shall continue to be made available to the State without alteration.
 - d) The Vendor agrees to compensate the State for damages or losses the State incurs as a result of Vendor's failure to comply with this Transition Period section in accordance with the Limitation of Liability provisions above.
 - e) Upon termination, and unless otherwise stated in an SLA, and after providing the State Data to the State as indicated above in this section with acknowledged receipt by the State in writing, the Vendor shall permanently destroy or render inaccessible any portion of the State Data in the Vendor's and/or subcontractor's possession or control following the completion and expiration of all obligations in this section. Within thirty (30) days, the Vendor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
 - f) The State at its option, may purchase additional Transition Services as may be agreed upon in a supplemental agreement.
- 11) **TRANSPORTATION:** Transportation charges for any Deliverable sent to the State other than electronically or by download shall be FOB Destination unless delivered by internet or file-transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.
- 12) **TRAVEL EXPENSES:** Reserved.
- 13) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Reserved.
- 14) **AVAILABILITY OF FUNDS:** Reserved.
- 15) **PAYMENT TERMS (Applicable to SaaS):**
- a) Payment may be made by the State in advance of or in anticipation of subscription Services to be actually performed under the Agreement or upon proper invoice for other Services rendered. Payment terms are Net 30 days after receipt of correct invoice. Initial payments are to be made after final acceptance of the Services. Payments are subject to any retainage requirements herein. The Purchasing State Agency is responsible for all payments under the Agreement. Subscription fees for term years after the initial year shall be as quoted under State options herein but shall not increase more than five percent (5%) over the prior term, except as the parties may have agreed to an alternate formula to determine such increases in writing. No additional charges to the State will be permitted based upon, or arising from, the State'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.
 - b) Upon the Vendor's written request of not less than thirty (30) days and approval by the State, the State may:
 - i) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor or
 - ii) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however,
 - iii) 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 Agreement obligations.
 - c) For any third party software licensed by the Vendor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Vendor must be provided to the State before any related license fees or costs may be billed to the State.
 - d) An undisputed invoice is an invoice for which the State and/or the Purchasing State Agency has not disputed in writing within thirty (30) days from the invoice date, unless the agency requests more time for review of the invoice. Upon the Vendor's receipt of a disputed invoice notice, the Vendor will work to correct the applicable invoice error, provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on the invoice or for any disputed items that are ultimately corrected. The Purchasing State Agency is not required to pay the Vendor for any Software or Services provided without a written purchase order from the appropriate Purchasing State Agency. In addition, all such Services provided must meet all terms, conditions, and specifications of this Agreement and purchase order and be accepted as satisfactory by the Purchasing State Agency before payment will be issued.

e) The Purchasing State Agency shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as the Vendor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Purchasing State Agency, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.

16) **ACCEPTANCE CRITERIA:** Reserved.

17) **CONFIDENTIALITY:** Reserved.

18) **SECURITY OF STATE DATA:**

a) All materials, including software, Data, information and documentation provided by the State to the Vendor (State Data) during the performance or provision of Services hereunder are the property of the State of North Carolina and must be kept secure and returned to the State. The Vendor will protect State Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality. Proprietary Vendor materials shall be identified to the State by the Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be provided to the State as part of the Services. The Vendor shall not access State User accounts, or State Data, except (i) during data center operations; (ii) in response to service or technical issues; (iii) as required by the express terms of this contract; or (iv) at the State's written request. The Vendor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and other materials provided to it by the State 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 agreement with the State. 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.

b) The Vendor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.

c) Protection of personal privacy and sensitive data. The Vendor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>) that is collected by the State and stored in any Vendor site or other Vendor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by Vendor or its agents or subcontractors in connection with the provision of the Services. The Vendor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within twenty-four (24) hours of confirmation as required by N.C.G.S. § 143B-1379.

d) The Vendor will provide and maintain secure backup of the State Data. The Vendor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Agreement to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data and the Services. The Vendor will allow periodic back-up of State Data by the State to the State's infrastructure as the State requires or as may be provided by law.

e) The Vendor shall certify to the State:

i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Agreement;

ii) That the system used to provide the Subscription Services under this Contract has and will maintain a valid third party security certification not to exceed one (1) year and is consistent with the data classification level and a security controls appropriate for low or moderate information system(s) per

the National Institute of Standards and Technology NIST 800-53 revision 4. The State reserves the right to independently evaluate, audit, and verify such requirements.

iii) That the Services will comply with the following:

- (1) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual; to include encryption requirements as defined below:
 - (a) The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - (b) For engagements where the Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection;
- (2) Privacy provisions of the Federal Privacy Act of 1974;
- (3) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);
- (4) The North Carolina Public Records Act, N.C.G.S. Chapter 132;
- (5) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA); and
- (6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
- (7) Any requirements implemented by the State under N.C.G.S. §§ 20-309.2(d).

f) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60ff) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.

g) Breach Notification. In the event the Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, the Vendor shall, at its own expense, (1) immediately notify the State's Agreement Administrator of such Security Breach and perform a root cause analysis thereon; (2) investigate such Security Breach; (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the

final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.

- h) Notification Related Costs. The Vendor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach including, but not limited to, (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, the Vendor shall immediately notify the State of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.
- i) The Vendor shall allow the State reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Agreement and the State's Data, at no cost to the State.
- j) In the course of normal operations, it may become necessary for the Vendor to copy or move Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.
- k) Remote access to Data from outside the continental United States including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.
- l) In the event of temporary loss of access to Services, the Vendor shall promptly restore continuity of Services, restore Data in accordance with this Agreement and as may be set forth in an SLA, restore accessibility of Data and the Services to meet the performance requirements stated herein or in an SLA. As a result, Service Level remedies will become available to the State as provided herein, in the SLA or other agreed and relevant documents. Failure to promptly remedy any such temporary loss of access may result in the State exercising its options for assessing damages under this Agreement.
- m) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, the Vendor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform the State of:
 - (1) The scale and quantity of the State Data loss;
 - (2) What Vendor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and
 - (3) What corrective action Vendor has taken or will take to prevent future State Data and Services loss.
 - (4) If Vendor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Agreement.

The Vendor shall investigate the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required

- by law) or participate in the investigation. The Vendor shall cooperate fully with the State, its agents and law enforcement.
- n) In the event of termination of this contract, cessation of business by the Vendor or other event preventing the Vendor from continuing to provide the Services, the Vendor shall not withhold the State Data or any other State confidential information or refuse, for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Agreement. As a part of the Vendor's obligation to provide the State Data pursuant to this Paragraph 18) n), the Vendor will also provide the State any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data.
 - o) Secure Data Disposal. When requested by the State, the Vendor shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, and paper). Data shall be permanently deleted and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods, and certificates of destruction shall be provided 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”).
- 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 work days 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 work days 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

Section 4. TERMS AND CONDITIONS APPLICABLE TO ARTIFICIAL INTELLIGENCE (“AI”)

The following terms (“**AI Terms**”) are hereby added to and become part of the Agreement as Additional Terms. Capitalized terms not defined in these AI Terms have the meanings given in the Agreement.

1) Definitions:

“Algorithm”: A set of computational rules to be followed to solve a mathematical problem. More recently, the term has been adopted to refer to a process to be followed, often by a computer (NIST Glossary of AI Terms, March 2023).

“Artificial Intelligence (AI)”: Artificial intelligence (AI) is a broad term used to describe an engineered system where machines learn from experience, adjusting to new inputs, and potentially performing tasks previously done by humans. More specifically, it is a field of computer science dedicated to simulating intelligent behavior in computers. It may include automated decision-making (International Association of Privacy Professionals, Glossary, <https://iapp.org/resources/glossary/>, 2024). This definition provides a high-level summary of AI definitions found in NIST's *The Language of Trustworthy AI: An In-Depth Glossary of Terms* (March 22, 2023).

“Generative Artificial Intelligence (GenAI)”: A kind of artificial intelligence capable of generating new content such as code, images, music, text (Ex: ChatGPT), simulations, 3D objects, videos, and so on. It is considered an important part of AI research and development, as it has the potential to revolutionize many industries, including entertainment, art, and design (NIST Glossary of AI Terms, March 2023).

“Hallucination”: Generated content that is nonsensical or unfaithful to the provided source content (NIST Glossary of AI Terms, March 2023).

For purposes of this Agreement, all references to “AI” shall be deemed to include both Artificial Intelligence (AI) and Generative AI (GenAI), collectively. “AI” shall be interpreted broadly and contextually. It includes, but is not limited to, Artificial Intelligence (AI) and Generative AI (GenAI) as defined above, and encompasses any AI-related technology, systems, features, tools, services, or functionality—whether embedded, integrated, or

externally supported. This includes machine learning models, automated decision-making processes, predictive analytics, natural language processing, and other engineered systems that simulate or augment human intelligence. Where “AI” appears in other defined terms or clauses, it shall be understood to carry this inclusive meaning unless expressly limited by context.

2) AI Prohibited Absent Authorization. Except as expressly disclosed and described by Vendor and expressly approved in writing by the State, Vendor represents and warrants that it will not provide any Software or other Deliverables, or perform any Services that use or incorporate, in whole or in part, any AI (or depends in any way upon any AI), including without limitation, any collection or processing of any of the State’s Data using any AI.

3) Use and Disclosure of AI During the term of the Agreement.

- (a) Vendor shall not activate GenAI or AI without the State’s prior written consent and approval.
- (b) Vendor shall promptly provide written notice to the State if any Vendor Services or any work under this Agreement incorporates, makes available, or enables the use of GenAI technology, including GenAI from third parties or subcontractors, previously undisclosed in writing by the Vendor and formally approved by the State.

4) AI Architecture. If not included in the architectural diagram submitted at offer submission or provided upon request after contract award, the Vendor shall disclose the type(s) of model(s) and/or network(s) used or to be used in the AI model. This requirement includes, but is not limited to, generative adversarial networks (GANs) and neural networks.

5) AI Subcontractors. The Vendor shall remain responsible for ensuring that Subcontractors comply with all applicable terms of this Agreement and State requirements pertaining to its Solution or Services relating to the use of AI.

6) AI Autonomy Classification. Vendor represents that the AI included in the Solution or Service falls into one of the following categories:

- (a) Operates automatically with no human intervention;
- (b) Operates automatically with occasional retrospective reviews by humans;
- (c) System produces recommendations but cannot act without human intervention.

The applicable classification shall be clearly described in the Vendor’s submitted documentation.

7) AI Warranties. With respect to all AI described by the Vendor and approved for use by the State, Vendor warrants that:

- (a) Vendor has accurately identified and fully described all AI will be utilized in any Software, Deliverables, or Services provided pursuant to this Agreement ;
- (b) Vendor will not use, share, or process State Data for any other purpose relating to the use of AI outside of this Agreement.
- (c) Where Vendor is providing pre-trained model, the AI will (i) perform with a high degree of accuracy by maintaining a minimum accuracy rate above fifty percent; and (ii) not produce materially inaccurate results when used in accordance with the Documentation by the Vendor. Vendor shall provide documentation supporting this requirement upon request.
- (d) Vendor will monitor and validate the performance of the AI at least quarterly to ensure continued accuracy, reliability, and robustness. This requirement includes maintaining documented internal processes and policies for assessing and validating AI outputs for the duration of the Agreement, and providing such documentation to the State upon request.
- (e) Vendor will employ appropriate techniques and technologies to detect and mitigate Hallucinations;
- (f) Vendor has obtained, and is in compliance with, all rights and licenses necessary to use all AI as described by Vendor;

- (g) Vendor has complied with all Laws applicable to Vendor’s development and provision of all AI as described by Vendor and (ii) the State’s use of all AI as described in the Vendor’s proposal;
- (h) Vendor has complied with all applicable data privacy laws, rules, and regulations, including but not limited to, the training of the AI algorithms and the data used in that training.
- (i) Vendor will comply with all State policies and procedures relating to the use of AI,;
- (j) Vendor will notify Customer at least sixty (60) days prior to any material changes pertaining to the AI (in whole or in part);
- (k) Vendor will cooperate and comply with the State’s privacy, security, and proprietary rights questionnaires and assessments concerning all AI and all proposed changes thereto;
- (l) Vendor will, upon the State’s request, allow the State (or its agent) to audit or review all Software, Deliverables, or Services for usage of AI and will provide the State with all related necessary assistance;
- (m) Vendor will disclose any interruptions in use of Vendor’s AI in the past six (6) months;
- (n) Vendor (i) retains and maintains information in human-readable form that explains or could be used to explain the decisions made or facilitated by the AI, and (ii) maintains such information in a form that can readily be provided to the State upon request;
- (o) Vendor maintains or adheres to industry standard policies, frameworks, and procedures relating to the ethical or responsible use of AI at and by Vendor, including policies, protocols and procedures for
 - (i) developing and implementing AI in a way that promotes transparency, accountability and human interpretability. Vendor shall provide supporting documentation of their adoption and adherence to the State upon request;
 - (ii) In the case where Vendor is providing pre-trained models Vendor must identify and mitigate unintended bias in training data or in the Algorithmic model, including without limitation, implicit racial, gender, or ideological bias; and
 - (iii) management oversight and approval of employees’ use or implementation of AI (collectively, “Vendor AI Policies”);
 - (iv) that when auditing the AI’s performance, such audits shall ensure the AI operates in alignment with applicable legal and ethical standards.
- (p) there has been
 - (i) no actual or alleged non-compliance with any such Vendor AI Policies;
 - (ii) no actual or alleged failure of any AI to satisfy the requirements or guidelines specified in any such Vendor AI Policies;
 - (iii) no claim alleging that any training data used in the development, training, improvement or testing of any AI was falsified, unintentionally biased, untrustworthy or manipulated in an unethical or unscientific way; and no report, finding or impact assessment by any employee, contractor, or third party that makes any such allegation; and
 - (iv) no request from any Governmental Authority concerning any Vendor AI.
- (q) Vendor shall implement and maintain appropriate safeguards to protect State Data. Such safeguards shall include, but are not limited to, the use of de-identification, anonymization, hashing, or other similar processes or privacy enhancing techniques when collecting or processing any State Data, to ensure the privacy, confidentiality, integrity, and security.

8) Use of AI. The State may submit Data (including in the form of prompts or queries) to the AI (“Inputs”) and receive outputs from the AI (“Outputs”).

9) Training & Improving. Vendor may not use Inputs or Outputs to train or otherwise improve the AI, except solely for the benefit of the State under this Agreement. Notwithstanding the foregoing, Vendor may use Inputs or Outputs to train or otherwise improve the AI, but only if (a) such Inputs and Outputs have been (i) de-identified so that they do not identify the State, its Users or any other person; (ii) aggregated with data across Vendor’s other customers; and (b) such use is approved in advance by the State Chief Information Officer or the Using Agency. For these purposes (and without limiting other obligations with respect to the State’s Data generally), such Data is provided by the State to the Vendor strictly “AS IS”.

10) Intellectual Property:

- (a) Inputs. Except for Vendor’s express rights in the Agreement, as between the parties, the State owns Inputs as the State’s Data and retains all intellectual property and other rights in the Inputs.
- (b) Outputs. Outputs are deemed to be State Data, subject to these AI Terms.

11) Infringement by Outputs. With respect to infringement or misappropriation of third-party intellectual property rights by Outputs, should any Outputs become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor at its own expense, shall defend any action brought against the State. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. 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.

12) Special Restrictions on Use of AI. The State will not:

- (a) use the AI or any Output to infringe any third-party rights,
- (b) use the AI or any Output to develop, train or improve any AI or ML models (separate from authorized use of the Software or Services under this Agreement),
- (c) represent any Output as being approved or vetted by Vendor,
- (d) represent any Output as being an original work or a wholly human-generated work,
- (e) use the AI for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with laws applicable to the State, or
- (f) use the AI for purposes or with effects that are discriminatory, harassing, harmful or unethical.

13) Limitation of Liability Modifications. The Limitation of Vendor’s Liability in Section 1 of the NCDIT Terms and Conditions shall not apply to claims for data privacy or intellectual property infringement arising from Vendor’s AI.

14) Updates. Vendor’s AI has a data cutoff date of _____ **[Fill in date]**. The State has the right to receive updates to the dataset, notification of those updates, and delivery of those updates made generally available to Vendor’s Customers receiving similar AI Services. Updates include material changes to the data used to train or improve the AI, including but not limited to the addition of new data, removal of outdated or inaccurate data, re-labeling of existing data that may affect the performance, behavior, or outputs of the AI.

15) Confidentiality. Vendor will ensure that the Services and Software, provided via a third-party cloud (“Cloud Service Provider”) and AI environment (“Cloud AI Service Environment”), shall maintain strict confidentiality and security of the State’s Data. The State’s Data will be securely retained within the specific, dedicated Cloud AI Service Environment allocated for the Vendor, and will not contribute to the training of the Vendor’s or the Cloud Service Provider’s AI models, nor be utilized by any third party outside of the State’s express approval (in writing). Upon receipt of a notice from the State, Vendor will remove all State Data from the Cloud AI Service Environment. Vendor will ensure that the governing contractual terms (e g terms of service) issued by the Cloud Service Provider include provisions materially consistent with this provision and will identify the forgoing to the State. Vendor will allow Customer to first approve in writing a given Cloud Service Provider and its Cloud AI Service Environment, such approval not to be unreasonably withheld or delayed. If there is any conflict or ambiguity between this provision and the rest of the Agreement, this provision governs and controls.

ATTACHMENT C: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name

Offeror's address

Offeror's telephone number

Ownership

Public

Partnership

- Subsidiary
- 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 1st 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: COST FORM

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

Note: For the matrices below, Vendors should imbed any potential Travel and Living costs for meetings into lump sum pricing below otherwise, standalone travel and living costs will be audited by the Agency and must be in accordance with state rates. See Section 5 of Attachment B for further details.

Also, shipping fees cannot be a stand alone cost line item per the NCDIT Terms and Conditions. Shipping is to be FOB Destination. See Clause 27 of Attachment B for further details.

Solution including Licensure Specifications (3.5.1 – 3.5.16) only

One Time Cost Component	One-Time Fee and Year One (1) of Operation	Notes
1. Project Management	\$ _____	
2. Project Deliverables and User Documentation (Specify details)	\$ _____	
3. Installation / Conversion / Migration / Implementation Costs	\$ _____	
4. Training for the app users, the districts and DPI staff, and support staff (including all time and training materials)	\$ _____	
5. Subscription Fees – year 1	\$ _____	
6. Technical Support / Customer Service – year 1	\$ _____	
7. Other (Describe)	\$ _____	
Total One-Time Cost -Year 1:	\$ _____	

Cost Component	RECURRING COSTS			
	Year 2	Year 3	Year 4 (opt)	Year 5 (opt)
1. Subscription Fees	\$ _____	\$ _____	\$ _____	\$ _____
2. Technical Support / Customer Service	\$ _____	\$ _____	\$ _____	\$ _____
Others (describe)	\$ _____	\$ _____	\$ _____	\$ _____
Total Recurring Costs:	\$ _____	\$ _____	\$ _____	\$ _____

Cost Component	RECURRING COSTS			
	Year 6 (opt)	Year 7 (opt)	Year 8 (opt)	Year 9 (opt)
1. Subscription Fees	\$ _____	\$ _____	\$ _____	\$ _____
2. Technical Support / Customer Service	\$ _____	\$ _____	\$ _____	\$ _____
3. Others (describe)	\$ _____	\$ _____	\$ _____	\$ _____
Total Recurring Costs:	\$ _____	\$ _____	\$ _____	\$ _____

Grand Total Price for Entire Contract (One Time Costs Plus 8 Years of Operation) for a solution with the Licensure Specifications:				\$ _____
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Cost of Optional Specifications (3.5.17) only

One Time Cost Component	One-Time Fee and Year One (1) of Operation	Notes

1. Project Management	\$ _____	
2. Project Deliverables and User Documentation (Specify details)	\$ _____	
3. Installation / Conversion / Migration / Implementation Costs	\$ _____	
4. Training for the app users, the districts and DPI staff, and support staff (including all time and training materials)	\$ _____	
5. Subscription Fees – year 1	\$ _____	
6. Technical Support / Customer Service – year 1	\$ _____	
7. Other (Describe)	\$ _____	
Total One-Time Cost -Year 1:	\$ _____	

Cost Component	RECURRING COSTS			
	Year 2	Year 3	Year 4 (opt)	Year 5 (opt)
1. Subscription Fees	\$ _____	\$ _____	\$ _____	\$ _____
2. Technical Support / Customer Service	\$ _____	\$ _____	\$ _____	\$ _____

3. Others (describe)	\$ _____	\$ _____	\$ _____	\$ _____
Total Recurring Costs:	\$ _____	\$ _____	\$ _____	\$ _____
RECURRING COSTS				
Cost Component	Year 6 (opt)	Year 7 (opt)	Year 8 (opt)	Year 9 (opt)
1. Subscription Fees	\$ _____	\$ _____	\$ _____	\$ _____
2. Technical Support / Customer Service	\$ _____	\$ _____	\$ _____	\$ _____
Total Recurring Costs:	\$ _____	\$ _____	\$ _____	\$ _____
Total Price for Contract with Optional Specifications: One-Time Costs + 8 Years of Operation (nine (9) total)				\$ _____

ATTACHMENT E: 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 F: LOCATION OF WORKERS UTILIZED BY VENDOR – DISCLOSURE STATEMENT

In accordance with the Statewide Information Security Manual (SISM), the State restricts the location of information systems that receive, process, store, or transmit State and Federal data to the United States which includes the following areas: US States, US Territories, US Embassies, and US Military installations (stateside or overseas). This restriction applies to the Vendor and to any subcontractors engaged to provide Services under this Agreement or with access to State Data. The Vendor must ensure that its subcontractor agreements contain the same restrictions and will be responsible for monitoring and enforcing subcontractor compliance at all times.

Pursuant to N.C.G.S. §143B-1361(b), the Vendor must complete and return this Disclosure Statement Attachment F with its solicitation response. The Vendor may attach additional pages to its response if needed. The State of North Carolina will evaluate Disclosure Statement Attachments for additional risks, costs, and other factors associated with its service prior to making an award for any such Vendor's offer. The Vendor must provide the following information in its bid response:

- a. The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States.

[Click here to enter text.](#)

- b. The corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other subcontractors.

[Click here to enter text.](#)

- c. Vendor agrees to provide notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States in the event such relocation occurs during the contract term.

[Click here to enter text.](#)

- d. Vendor agrees that any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided.

Click here to enter text.

- e. Will any work under this contract be performed outside the United States?

YES

NO

The use of resources or workers located outside the United States is a critical security exception that must be escalated to the State Chief Information Officer for review pursuant to N.C.G.S. §143B-1376(c) and §143B-1320(c). These critical security exceptions are approved only in rare and extenuating circumstances. Vendor should account for this when preparing its response.

ATTACHMENT G: REFERENCES

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.

The Vendor should have implemented the respective proposed service within the last three (3) years. Customer references whose business processes and data needs are similar to those performed by the Agency needing this solution in terms of functionality, complexity, and transaction volume are encouraged.

For each reference, the Vendor shall provide the following information:

- a. Customer name.
- b. Customer address.
- c. Current telephone number of a customer employee most familiar with the implementation offered solution.
- d. Customer email address
- e. Time period over which each offered solution implementation was completed.
- f. Brief summary of the offered solution implementation.
- g. List of offered solution products installed and operational.
- h. Number of vendor or technical staff supporting, maintaining and managing the offered solution
- i. Number of end users supported by the offered solution.
- j. Number of sites supported by the offered solution.

ATTACHMENT H: 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? Yes No
4. Have you filed for bankruptcy in the past three years? Yes No
5. In the past three years, has your auditor issued any notification letters addressing significant issues? If yes, please explain and provide a copy of the notification letters. Yes No
6. Are the financial figures below based on audited financial statements? Yes No
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:

The Vendor shall provide all information requested in this form for evaluation purposes	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)			