

STATEMENT OF WORK (SOW)
State Term Contract (STC) 920S - IT Specialty Services
NC Department of Information Technology
41-900055

Agency and/or Division: North Carolina Department of Information Technology (NCDIT or “Agency”), Data Division (the “Division”)

IT Service Category: Process Improvement Services

Issue Date: October 28, 2024

Deadline for Questions: November 1, 2024 @ 2:00pm ET

Due Date for SOW Response: November 13, 2024 @ 4:00pm ET

Contact Person: [Kristen Burnette](#)
Kristen.Burnette@nc.gov
919-754-6678

Subject to and governed by the terms and conditions in DIT 401105 and ITS-400343-001.

Upon issuance of this SOW, employees and representatives of the agency other than the point of contact identified in this section will not discuss the contents of this SOW with any Vendor, potential Vendor, or their representatives. **Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any related response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

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1.0 Procurement Schedule of Events

1.1 Procurement Schedule of Events

| Activity | Date | Time |
|--|--------------------------|---------------------|
| Distribute SOW to prospective Vendors | October 28, 2024 | |
| Deadline for Vendors to submit questions | November 1, 2024 | 2:00 PM (ET) |
| NCDIT's response to Vendor questions | November 6, 2024 | |
| Deadline for Vendors to submit responses to SOW | November 13, 2024 | 2:00 PM (ET) |
| Anticipated award | TBD | |
| Estimated project start date | TBD | |

1.2 Question and Answers:

Vendors must submit all questions regarding this SOW through the Event Message feature in Ariba Sourcing for this specific Sourcing Event, or by email to the contact person noted on page 1 of this SOW. Please insert "Questions: Doc1294234476" as the subject for the email. Questions regarding this SOW will be accepted by the date and time specified in the table above.

The questions should be submitted in an editable MS Excel file in the following format using as many rows as needed.

| # | SOW Page # / Section | Vendor Questions |
|---|----------------------|------------------|
| 1 | | |
| 2 | | |
| 3 | | |

By submission of an inquiry, Vendor acknowledges that the applicable inquiry and official answer may be shared with other Vendors.

1.3 Vendor Presentations

At the Agency's discretion, Vendors may be required to present their proposal and respond to questions.

1.4 Delivery

Vendor shall deliver one (1) **signed, executed electronic copy including all pages** of its offer in the applicable area of the Sourcing Event in Ariba Sourcing (Doc1294234476). The files should not be password-protected and should be capable of being copied to other media. If any information is confidential, please upload a separate redacted version of the offer as a separate file in the applicable area of the Sourcing Event in Ariba Sourcing.

2.0 Scope

2.1 Introduction and Project History

The Chief Data Officer with the NCDIT (“CDO”) is responsible for providing executive leadership for the Data Division (the “Division”), NCDIT, and the enterprise. This position is responsible for a large and growing enterprise analytic portfolio, data strategy, enterprise-wide data governance, policy development, and management of Divisional resources to ensure that statewide and Agency’s objectives are met.

The position has responsibility for setting clear and attainable Division and statewide objectives and leading staff to reach those goals. The Division is a trusted partner for enabling the sharing and analysis of data assets statewide. The Division successfully works across the enterprise to transform data into information to increase operational efficiencies and improve outcomes for the citizens of North Carolina by integrating and sharing data assets. The Division functions as both the Chief Data Office for the State and is comprised of the Government Data Analytics Center (GDAC), the Center for Geographic Information and Analysis (CGIA), the Health Information Exchange Authority (HIEA), and the Longitudinal Data Service (LDS). The Division encourages collaboration, innovation, and promotion of a data-driven government. We partner with other State agencies and beyond to understand key business needs and how data, analytics, and technology can be leveraged to support decision-making.

The CDO and Division have participated in strategic planning exercises during the second quarter (Q2) of 2024. What has become apparent is the varying degrees of maturity of data governance and data management practices across the Division and partner agencies. A recent survey performed by the National Association of State CIOs (NASCIO) reported that only 26% of states have adopted formal data governance programs. As the State of North Carolina increasingly adopts AI and generative AI technologies, the integrity, security, accessibility and reliability of the State data become paramount. NCDIT is seeking to engage a vendor to support continuous process improvement in NCDIT data governance programs and the reorganization of the Division’s continuum of services to support the Enterprise Data Office of tomorrow. The complexity and evolving nature of AI and generative AI require a comprehensive approach to data governance. A vendor’s external perspective and experience with similar projects will accelerate NCDIT’s ability to develop a mature governance structure, enabling it to rapidly adapt to technological advancements while maintaining control over State data assets.

2.2 Business Need and Scope

The Division is seeking a 10–12-week engagement of a vendor who will work with the Division and NCDIT leadership to apply the Division’s new mission, vision, goals, objectives and existing governance framework to create a high level 3-5 year roadmap. The roadmap will be devoted to improving existing governance processes, consideration for a more formal statewide data governance framework, and the creation and management

of an enterprise data coordinating council comprised of State agency partners.

Deliverables include:

- Stakeholder engagement plan,
- Creation of a 3-5 year high level roadmap (produced in a Word Document) for the Division that will include proposed staffing with defined roles and skill sets, itemized technology needs, and associated estimated funding, and
- Development of an administration transition PowerPoint deck.

2.3 Project Complexity

- General Complexity: Low complexity
- Timeline: 10-12 weeks (Project kickoff anticipated for End of November 2024)
- Resources: Customer will provide project executive support, project manager, project lead, support from strategy team, and support from Division leadership as needed.

2.4 Business Need and Scope

The project will be staffed by the CDO as executive sponsor; a project lead, and a project manager with support from the Division employees/leadership as needed.

3.0 Milestones & Deliverables

3.1 Minimum Required

| # | Milestone Event | Vendor's Deliverable | Estimated Completion Date |
|---|--|---|--------------------------------|
| 1 | <i>Project Kick-off</i> | <i>Meeting Presentation</i> | <i>Within 2 weeks of award</i> |
| 2 | <i>Convene Stakeholder Meetings</i> | <i>Meeting Notes, Recommendations/Analysis</i> | <i>Weeks 3-7</i> |
| 3 | <i>Stakeholder Engagement Plan</i> | <i>A plan that will outline how the Enterprise Data Office will interact with its stakeholders. Key components of the plan will include: Listing of all potential stakeholders, Stakeholder Analysis, Engagement Strategies, Communication Plan & Monitoring and Evaluation</i> | <i>Weeks 3-5</i> |
| 4 | <i>Status Meetings</i> | <i>Meeting and Minutes</i> | <i>Weekly</i> |
| 5 | <i>Completion of the 3-5 year roadmap presentation</i> | <i>3-5 year roadmap</i> | <i>Weeks 5-10</i> |
| 6 | <i>Transition Deck presentation</i> | <i>Transition Deck</i> | <i>Weeks 10-12</i> |

4.0 Acceptance Criteria

For acceptance of milestone deliverables, Vendor must provide comprehensive documentation to the Agency. Deliverables should be of high quality and delivered on time. Meetings must be held within the timeframes provided by this Statement of Work. The CDO has the authority to accept or reject project deliverables. For more details, please refer to Section 7.0 for Deliverables Acceptance Process.

5.0 Staffing

5.1 Vendor

Vendor to supply in their offer a proposed organization chart and how they propose to staff the engagement.

5.2 Agency

| Role | Description | % Project Availability |
|--------------------|--|------------------------|
| Chief Data Officer | Provides project leadership; champion of the project vision; provides thought leadership – insights and perspectives of the current “as is” vs “to be”, industry knowledge of what | 40% |

| Role | Description | % Project Availability |
|--|---|------------------------|
| | other states are doing in these areas, domain expertise and owns key stakeholder relationships | |
| Project Manager | Ensures that the project plan, timeline, and deliverables are met; facilitates meetings, takes minutes, and tracks milestones | 50% |
| Project Lead/SOW Manager | Engages with Vendor and project manager, contributes to ideation of the roadmap components, provide data division's domain knowledge and insights/perspectives for future vision, review of materials, engagement with agency partners and other stakeholders | 50% |
| Subject Matter Experts/Division leadership | Provide business knowledge and expertise | As requested |
| NCDIT Strategy Team | Supports with review of documentation, facilitation, and strategy development | 20% |

6.0 Project Roles & Responsibilities

Responsibility Matrix

| Responsibility | Vendor | Agency |
|---|--------|--------|
| <i>Stakeholder Engagement Plan</i> | X | |
| <i>Stakeholder Engagement for Coordinating Council with State Agency Partners</i> | | X |
| <i>Change Management Plan for EDO</i> | X | X |
| <i>Project Plan</i> | X | |
| <i>Meeting Facilitation</i> | | x |
| <i>Meeting Minutes</i> | x | |
| <i>Development of Roadmap</i> | x | |
| <i>Executive Briefings and Reports to Agency Leadership</i> | | x |
| <i>Development of PowerPoint proposal</i> | x | |
| <i>Thought Leadership</i> | x | x |
| <i>Review of Materials</i> | | x |

7.0 Deliverables Acceptance Process

- A kickoff meeting will be held at a location and time selected by the Agency where the Vendor and its staff will be introduced to the Agency.
- Deliverables must be provided within 3-5 days of targeted milestone date. Changes to the date must have prior approval (in writing) by the Agency SOW manager or designate.

- All deliverables must be submitted in a format approved by the Agency SOW manager.
- A request for a revised schedule must be reviewed and approved by the Agency SOW manager before the revised schedule is placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
- The Agency will complete a review of each submitted deliverable within seven (7) working days for the date of receipt.
- Specific tasks described in the table below must be completed to consider a milestone met and the deliverable complete.

Delivery Schedule

| Deliverable No. | Deliverable Description | SOW Reference Paragraph |
|------------------------|---|--------------------------------|
| 1 | Kick off Meeting | 3.0 |
| 2 | Project Schedule | 3.0 |
| 3 | Weekly Status Meeting Notes | 3.0 |
| 4 | Stakeholder Engagement Plan A plan that will outline how the Enterprise Data Office will interact with its stakeholders. Key components of the plan will include listing of all potential stakeholders, Stakeholder Analysis, Engagement Strategies, Communication Plan & Monitoring, and Evaluation | 3.0/7.0 |
| 5 | 3-5 year Roadmap (Word Document) A high-level roadmap will contain the timeline and milestones for establishing Enterprise Data Office new organizational structure and services continuum, Enterprise Data Coordinating Council and implementing identified priorities that will require new people, process and technology to meet the project’s goals and objectives as well as component for evaluation and key performance measures. | 3.0/7.0 |
| 6 | Transition/ New Administration Presentation (PowerPoint Deck) Presentation will address the overall case for the Division’s business needs, including identifying people with necessary professional skills, recommendations for process and technology tools which will be required to execute on the high - level roadmap. The presentation will also include the estimated cost for requesting funding to fulfill the identified needs and objectives. | 3.0/7.0 |

8.0 Reports and Meetings

- The Vendor is required to provide the Agency SOW manager with weekly written progress reports of this project – format to be mutually agreed. These are due to the Agency SOW manager by the close of business day on Friday of each week throughout the life of the project
- The progress reports shall cover all work performed and completed during the period for which the progress report is provided and shall present the work to be performed during the subsequent period.
- The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved, including project risks, mitigations and dependencies.
- The Agency will set weekly meetings with the Vendor each week at a time and place so designated by the Agency SOW manager, unless revised by the Agency SOW manager. The meetings can be in person or over the phone at the discretion of the Agency SOW manager.

9.0 Period and Place of Performance

This engagement will require a minimum of four (4) on-site meetings at the State government location in Raleigh, North Carolina, which will be specified by the Agency. Scheduling of any additional meetings will be mutually agreed upon by the Vendor and Agency. The remainder of the work can be performed remotely leveraging virtual meeting tools. Manager who will respond to inquiries from the Agency within a minimum of two (2) business days. Standard working hours will be between the hours of 8 a.m. to 5 p.m. EST.

10.0 Agency/Vendor-Furnished Equipment and Workspace. RESERVED.

11.0 Invoices

Vendor will be paid in accordance, and consistent with the existing State of North Carolina billing procedures.

This is a deliverables-based contract. Once a deliverable has been approved in accordance with the acceptance criteria outlined above in Sections 4 and 7, the Vendor may invoice for the accepted deliverable in the order described below. Invoices should be submitted following the approved deliverable and must include details of the accepted tasks and deliverables which are being invoiced. In addition, invoice details must be accepted by the Agency Project Manager before the approval of payment of each invoice.

Invoices should be sent via email to the Agency Project Manager. Contact information will be provided to Vendor upon award.

Invoice 1: completion of kickoff meeting and mutually agreed project schedule

Invoice 2: completion and delivery of stakeholder engagement plan/related meetings

Invoice 3: completion and delivery of roadmap/related meetings

Invoice 4: completion and delivery of PowerPoint slides / related meetings

12.0 Additional NCDIT Terms and Conditions

12.1 Security Specifications - RESERVED

12.2 Enterprise Specifications - RESERVED

12.3 SUBCONTRACTING

The Vendor may subcontract the performance of required Services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the 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.

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 contract; 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 contract terms, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

12.4 INSURANCE COVERAGE

During the term of the Contract, 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 Contract. At 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 Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract; 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 Contract. 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 this Contract. 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 this Contract. 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 Contract.

12.5 Financial Review Form

Vendor should 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 should 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:

13.0 Applicable Agency Additional Terms and Conditions - RESERVED

14.0 Vendor Response

The Agency will select the Vendor(s) that offers the best value as determined by the information provided in the Vendor's Response.

14.1 Staff Capabilities

Vendor staff capabilities specific to this SOW shall include:

- Key personnel resumes, illustrating the qualifications of each to perform the services described in this SOW, including expertise in IT Service;
- Organization chart; and
- Management team resumes.

14.2 Service Capabilities

Vendor should provide evidence of its services capabilities:

- Description of projects of similar size and scope that Vendor has conducted within the past eight (8) years;
- Description of experience providing similar deliverables in public sector, specifically state and local government;
- Vendor should include an outline of its capability to deliver the required services, including process, functional, and technical expertise.
- The types of information that Vendor anticipates providing as part of each deliverable, if deemed helpful during the selection process.

14.3 Project Work Plan.

Vendor to supply with their offer a proposed project schedule/plan with milestones as defined Sections 3 and 7.

14.4 References

Vendor to complete and submit with their offer Attachment A for three (3) References

15.0 Additional Considerations - RESERVED

16.0 Pricing

The Vendor shall provide a summary of any duties and exclusions to detail the pricing for the deliverables-based services. The Vendor must provide a separate cost for each Deliverable in this SOW. Vendor shall provide firm fixed pricing.

Cost Table 1: Project Management Deliverables

| Deliverable No. | Deliverable Description | SOW Reference Paragraph | Firm Price |
|------------------------|--|--------------------------------|-------------------|
| 1 | <i>Project Kick-off</i> | 3.0 | |
| 2 | <i>Convene Stakeholder Meetings</i> | 3.0 | |
| 3 | <i>Stakeholder Engagement Plan</i> | 3.0 | |
| 4 | <i>Status Meetings</i> | 3.0 | |
| 5 | <i>Completion of the 3-5 year roadmap presentation</i> | 3.0 | |
| 6 | <i>Transition Deck presentation</i> | 3.0 | |
| | | Total: | |

17.0 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 holding a retainage of 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.

18.0 Out of Scope

Hardware, Software, Annual Maintenance, Cloud Services, Cloud Subscriptions or Cloud Licenses.

19.0 Contract Term – 12 months

The parties agree that the effective date of the contract will be the date the authorized representative of NCDIT executes this SOW. The contract term will start on the effective date and will expire ninety (90) days after acceptance of the last deliverable, unless terminated earlier.

20.0 Evaluation of Vendor Responses

The evaluation methodology for Vendor responses to this SOW will utilize Best Value as authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The methods described in ITS-400343-001, Section 7.0, Evaluation Process, Subsection 1) Best Value; Subsection 2) Source Selection; and Subsection 3) Best and Final Offers (BAFO) will be utilized in the evaluation of Vendor Responses to this SOW.

In order of importance, the evaluation criteria shall be as follows:

- a) How each Vendor substantial conforms to the specifications of this SOW
- b) How each Vendor's offer compares to the other Vendors' offers
- c) References/Past Performance on projects of comparable size and scope that Vendor has conducted within the past five years –Attachment A to be submitted in the Vendor's offer
- d) Cost

The Agency Evaluation Committee will compare Vendor proposals to the evaluation criteria listed above and will list and describe the strengths and weaknesses of each Vendor’s proposal as compared to the evaluation criteria and other Vendors’ proposals.

The Agency Evaluation Committee will prepare a narrative summarizing the strengths and weaknesses of each Vendor’s proposal. The Agency will review the narrative and contract award recommendation to ensure that the evaluation was completed in accordance with State and Agency guidelines.

Execution of Statement of Work

By signing below, the Vendor certifies that:

- this SOW Response was signed by an authorized representative of the Vendor;
- this SOW is subject to all terms and conditions of DIT 401105 and ITS-400343-001 IT Specialty Services;
- the undersigned Vendor offers and agrees to furnish the services set forth in the SOW, if accepted by the State; and
- The offer is submitted competitively and without collusion.

Failure to execute/sign SOW response prior to submittal shall render it invalid.

| | | |
|--|--|---------------------------------------|
| VENDOR: Click or tap here to enter text. | E-MAIL: Click or tap here to enter text. | |
| STREET ADDRESS: Click or tap here to enter text. | P.O. BOX: Click or tap here to enter text. | ZIP: Click or tap here to enter text. |
| CITY & STATE & ZIP: Click or tap here to enter text. | TELEPHONE NO: Click or tap here to enter text. | |
| TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Click or tap here to enter text. | TOLL FREE NUMBER: Click or tap here to enter text. | |
| AUTHORIZED SIGNATURE: | DATE: Click or tap here to enter text. | |

Offer valid for at least 180 days from the date of SOW opening. After this time, any withdrawal of an offer shall be made in writing, effective upon receipt by the NCDIT.

ACCEPTANCE OF STATEMENT OF WORK

If any or all parts of this SOW are accepted, an authorized representative of NCDIT shall affix their signature hereto and this document along with the provisions of DIT 401105 and ITS-400343-001 shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR AGENCY USE ONLY

Offer accepted this _____, as indicated on attached certification or purchase order,

By _____ Authorized representative of NCDIT)

Attachment A: References

The Vendor should provide three (3) references of customers for whom they have provided similar scope of work for other States. References within like industries are encouraged.

The Vendor should have implemented the respective proposed service within the last five years. Customer references whose business processes and data needs are like 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: Customer name.

1. Customer Name and Address
2. Customer email address
3. Current telephone number of a customer employee that is most familiar with the implementation of the offered solution.
4. Time period over which each offered solution implementation was completed
5. Summary of the implementation of the solution offered