STATE OF NORTH CAROLINA **Department of Health and Human Services**	**REQUEST FOR PROPOSAL** NO. 30-23189
	Offers will be publicly opened:
	Issue Date: June 27, 2023
Refer <u>ALL</u> inquiries regarding this RFP to:	**Commodity Number:** 811118
	Description: DCDEE - Workforce Registry and NC Pre-K and Regulatory System Replacement
Maureen Salman Contract Specialist Office of Procurements, Contracts and Grants maureen.salman@dhhs.nc.gov	**Purchasing Agency:** Department of Health and Human Services (DHHS), Division of Child Development and Early Education (DCDEE)
	Requisition No.:

OFFER

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

EXECUTION

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

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

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

Offer valid for ninety (90) 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 DCDEE 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, Department of Health and Human Services 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 PURCHASING AGENCY USE ONLY

Offer accepted and contract awarded this date   , as indicated on attached certification,

by   (Authorized representative of Purchasing Agency Name**Error!**

Reference source not found.).

Table of Contents

Rev. 2022.07.29

Rev. 2022.07.29

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	June 27, 2023
Written Questions Deadline	Potential Vendors	July 10, 2023
Agency's Response to Written Questions/ RFP Addendum Issued	Agency	July 21, 2023
Offer Opening Deadline	Vendor(s)	August 14, 2023, at 2:00 PM EST
Offer Evaluation	Agency	August 28, 2023
Selection of Finalists	Agency	September 19, 2023
Oral Presentations and/or Product Demonstrations by Finalists	Selected Vendors	September 1, 2023, through September 19, 2023
Negotiations with Finalists	Agency designees and selected Vendor(s)	September 20, 2023, through September 29, 2023
Best and Final Offers Deadline from Finalists	Selected Vendors	October 13, 2023
Contract Award	Agency	October 31, 2023
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 the purchase of a comprehensive, highly configurable and fully integrated Workforce Registry and PreK and Regulatory System solution ("Solution"), including Vendor provided technical, operational and maintenance support. The Solution may be hosted on State Infrastructure, hosted on Vendor provided infrastructure or a combination of the two. Either COTs software, Software as a Service (SaaS), or a combination thereof, is an acceptable solution for this RFP. (Vendors will need to include in their proposal if any COTs components are to be utilized in a SaaS solution.) The proposed Workforce Registry and PreK and Regulatory solution is needed to automate business processes and to improve the operational efficiency and effectiveness of the Early Education, Regulatory, and Subsidy Section staff of DCDEE. The system will serve as a secure, trusted source for information regarding licensed childcare facilities and early childcare professionals in NC.

2.2 CONTRACT TERM

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

2.2.1 EFFECTIVE DATE

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

2.3 CONTRACT TYPE

Definite Quantity Contract - This request is for a closed-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; or where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

2.4 AGENCY BACKGROUND

2.4.1. Department of Health and Human Services Mission

The mission of the NC Department of Health and Human Services (DHHS) is, in collaboration with our partners, to provide essential human services to improve the health, safety and well-being of all North Carolinians.

The NC Division of Child Development and Early Education (DCDEE) is a division of the NC DHHS.

2.4.2. Division of Child Development and Early Education Mission

The mission of the Division of Child Development and Early Education (DCDEE) is to ensure the health and safety of children in childcare programs, to promote quality childcare by implementing evidenced-based standards and to increase access to quality childcare to families and children across North Carolina.

2.4.3. Responsibilities of DCDEE

1. To ensure the health and safety of children in childcare programs DCDEE:

   - Licenses, monitors and provides technical assistance to childcare programs.

   - Investigates any concerns regarding illegally operating childcare programs, as well as complaints alleging violations of childcare requirements.

   - Conducts comprehensive Criminal Background Checks with all individuals who work in licensed or regulated child care programs and other social and human services programs

   - Supports the NC Child Care Commission, which has responsibility to create, amend or repeal rules to implement Child Care Law.

2. Promotes quality childcare by implementing evidenced-based standards DCDEE:

   - Evaluates teacher and administrator education to determine qualification for different positions in childcare programs.

   - Licenses early childhood educators in non-public programs

   - Administers the NC Prekindergarten (NC Pre-K) program

   - Funds the statewide Child Care Resource and Referral system which provides evidence-based technical assistance, professional development, coaching and compensation supports for early childhood professionals

   - Works with a variety of early childhood partners to provide training, coaching, and evaluation for early childhood professionals across the state.

   - Collaborates with the state funded NC Partnership for Children/Smart Start

3. Increases access to quality childcare to families and children across North Carolina DCDEE:

   Administers North Carolina's Subsidized Child Care Assistance program

   Provides parents a web-based tool to search for quality childcare programs.

   Collaborates with early childhood partners and homeless service providers to address the need for child care for families experiencing homelessness or temporary housing arrangements.

   Administers NC's Child Care and Development Fund federal block grant.

2.5 PROBLEM STATEMENT

DCDEE has and uses multiple systems, through partners – DCDEE WORKS, Regulatory System, Scribbles, DPI Systems (Human Resources Management System (HRMS), NCDPI Online Licensure System (OLS)), CCSA Systems (which includes AWARDS, TEACH, WAGE$) etc. – to support Early Education Branch

workforce and Regulatory Services Section needs. These systems do not interface with one another or provide real-time data.

The current process flow for Early Education Branch and Regulatory Services Section staff are highly manual, paper driven, and partially automated resulting in time-consuming processes and challenges in data reporting. Data inaccuracy and duplication is unavoidable when disparate systems are used bogging the team in administrative tasks. It also creates a burden on end-users to repeatedly provide the same or similar information to multiple systems. Overall, these challenges limit the ability to connect with the end-users.

Subsidy staff are accessing disparate data sources as well as sharing significant volumes of multiple forms, documents, and sizeable spreadsheets to manage information required to perform their work. Currently, the Staff uses a kluge of office tools and server stores to support their business processes which have become complex and multi-tiered. Because data management tasks are largely manual, the data management tasks have extremely tedious and inefficient, and introduces unacceptable risks to data security and fidelity. In addition, all managed information is subject to audit and may be used as evidence in judicial proceedings, which means that data security, fidelity, and ready accessibility are critical components of subsidy staff's ability to effectively conduct their business.

The NC Pre-K program, currently, uses 3 separate applications to complete their day- to-day work. These applications are outdated and do not meet current technology standards. The NC Pre-K program is used throughout the state of NC and needs to be modernized.

See the workflow models in *Attachments Q through TT* illustrating the business processes representative of where the problems referred to exist for added context. Additionally, the Attachments reflect current and future state context diagrams that model internal and external entities with which the indicated business does/will interface respectively. See attachment P for a sample of reports currently generated.

DCDEE must have a fully implemented new solution complete and in use by the end of September, 2024.

2.6 CONTRACT PHASES

This RFP will address two (2) distinct Contract Phase: The Project Execution Contract Phase to implement the Solution and the Operations and Maintenance (O&M) Contract Phase to maintain the Solution, as outlined below:

2.6.1. The Project Execution Contract Phase sections in this document will explain the approach, Deliverables and tasks/activities that will occur to configure the Vendor's product to implement the Solution. During these activities, the Vendor will execute all Solution implementation tasks (i.e., requirements definition, development/configuration, testing, pilot, and training) until the Solution is deployed. For additional information about the Project, refer to Section III. 12) c) ii. 2.; Section V. 9) and 10); and *Attachment J. Minimum Content Requirements for Project and O&M Deliverables.*

The Solution must be fully deployed no later than September 30, 2024.

2.6.2. The O&M Contract Phase sections in this document will explain the approach, Deliverables and tasks/activities that will occur in this phase. During this phase, the Vendor will complete all Deliverables and execute all tasks/activities related to operating and maintaining the Solution. In addition, the Vendor will maintain the hosting environment (if Vendor-hosted Solution is selected) or provide support and updates/new releases for the product the Solution is based on (if State-hosted Solution is selected), as well as modify the Solution if requested by the Agency. For

additional information about Operations and Maintenance, refer to Section 3.5.6 and *Attachment J, Minimum Content for Project and O&M Deliverables*.

3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.1 GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1.1 REQUIREMENTS

Means, as used herein, a function, feature, or performance that the system must provide. See subsequent sections for requirements.

3.1.2 SPECIFICATIONS

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

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

3.1.3 SITE AND SYSTEM PREPARATION

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

3.1.4 EQUIVALENT ITEMS

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

3.1.5 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 REQUIREMENTS AND SPECIFICATIONS

The State is seeking a solution that is either hosted on State Infrastructure or hosted on Vendor provided Infrastructure depending on the solution the Vendor recommends.

3.2.1 SOLUTIONS HOSTED ON STATE INFRASTRUCTURE

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

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

The Registry, NC Pre-K, and Regulatory Systems will be required to receive and securely manage data that is classified as medium and high risk. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding this data classification. The policy is located at the following website: https://it.nc.gov/document/statewide-data-classification-and-handling-policy.

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

3.2.2 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE

The Registry, NC Pre-K, and Regulatory systems will be required to receive and securely manage data that is classified as medium and high risk. 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.

Rev. 2022.07.29

(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.

3.3 ENTERPRISE SPECIFICATIONS

3.3.1 ENTERPRISE STRATEGIES, SERVICES, AND STANDARDS

Agencies and vendors should refer to the Vendor Resources Page for information on North Carolina Information Technology enterprise services, security policies and practices, architectural requirements, and enterprise contracts. The Vendor Resources Page can be found at the following link: https://it.nc.gov/vendor-engagement-resources. This site provides vendors with statewide information and links referenced throughout the RFP document. Agencies may request additional information.

3.3.2 ARCHITECTURE DIAGRAMS DEFINED

The State utilizes architectural diagrams to better understand the design and technologies of a proposed solution. These diagrams (i.e., Network Diagram and Technology Stack Diagram), required at offer submission, can be found at the following link: https://it.nc.gov/architectural-artifacts.

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

3.3.3 VIRTUALIZATION

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

3.3.4 IDENTITY AND ACCESS MANAGEMENT (IAM)

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

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

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

3.4 BUSINESS AND TECHNICAL SPECIFICATIONS

REFER TO THE FOLLWING ATTACHMENTS:

ATTACHMENT K, REGULATORY MODERNIZATION BUSINESS SPECIFICATIONS

ATTACHMENT L, WORKFORCE REGISTERY BUSINESS SPECIFICATIONS

ATTACHMENT M, NC PRE-K SPECIFICATIONS

ATTACHMENT N, SUBSIDY PROVIDER COMPLIANCE BUSINESS SPECIFICATIONS

SEE *ATTACHMENT O. BUSINESS AND TECHNICAL SPECIFICATIONS*

3.5 MANAGEMENT SPECIFICATIONS

The following specifications concern specific tasks to be completed during the Contract term, which will be divided into the Project Execution Contract Phase and Operations and Maintenance (O&M) Contract Phase. This section also requests additional information about the Vendor's proposed Project and ongoing O&M support approach, including partnership with State IT and Business personnel for delivery.

Awarded Vendor will complete delivery (defined as Agency acceptance of the stabilized solution) no later than September 30, 2024.

3.5.1 Software Development Lifecycle (SDLC)

Describe the SDLC approach, methodology, and tools you will use for supporting the Agency in delivering the proposed Solution, including Changes made to the Solution. The Agency requests use of agile-based methodologies.

3.5.2 Project Management

1. Vendor Project Management Approach

The State's framework employs decision points throughout the project for approval to proceed with next tasks (reference https://it.nc.gov/programs/project-portfolio-management/quality-management-system). The project stages in which the Vendor will be engaged include the Planning and Design Phase, Execution and Build, Implementation and Closeout phases. Reference Section 7.11 for additional information about Project Management.

Describe your approach to Project Management to be utilized in support of the State's project management framework, including:

a. All project management tools needed to deliver the Solution and meet Business and Technical and Management Specifications.

b. Approach and tasks for monitoring and controlling the project's schedule, scope, budget/resource tracking, risks, issues, change and quality.

The State prefers use of Agile frameworks.

2. Vendor Project and O&M Deliverables

Describe your approach to complete, or assist State personnel in completing, all Project Deliverables according to the Vendor Responsibilities listed in the table provided below in this section during the Project Execution Contract Phase and the O&M Contract Phase. If the Vendor Responsibility is listed as Contributor for a Project Management Deliverable, then the State is the Owner and is responsible for the completion of the Project Management Deliverable, with Vendor assistance. If the Vendor is listed as the Owner, then the Vendor is responsible for completion of the Project Management Deliverable, with State assistance (i.e., State is the Contributor).

Reference *Attachment J: Minimum Content for Project and O&M Deliverables* for description of and provision requirements for Project Management Deliverables. (The requirements set forth in *Attachment J: Minimum Content for Project and O&M Deliverables* apply to the deliverables during the contract term.)

Project & O&M Deliverable	*Vendor Responsibility for Project Execution Contract Phase*	*Vendor Responsibility for O&M Contract Phase*
Kick-Off Meeting	Contributor	n/a
Project Kick-Off Meeting Report	Owner	n/a
Executed Escrow Agreement and Escrowed Solution Source Code (if COTS product(s) are included in the proposal)	Owner	n/a
Vendor Project Schedule	Owner	n/a
Vendor Project Management Plan	Owner	n/a
Vendor Project Staffing Plan	Owner	n/a
Project Communication Plan and Communications Matrix	Contributor	n/a
Project Risk and Issues Management Plan, Project Risk Watch List Matrix, and Project Issues Log	Contributor	n/a

Project & O&M Deliverable	Vendor Responsibility for Project Execution Contract Phase	Vendor Responsibility for O&M Contract Phase
Vendor Software Quality Assurance Plan	Owner	Review and update every twelve (12) months or when impacted
Project Change Management Plan, Project Change Request Form, and Project Change Request Log	Contributor	n/a
Security Plan	Vendor-Hosted Solution: Owner ; or State-Hosted Solution: Contributor	Review and update every twelve (12) months or when impacted
Technical Architecture Diagrams	Owner	Owner
Configuration and Release Management Plan	Owner	Review and update every twelve (12) months or when impacted
Training Plan	Owner	Review and update every twelve (12) months or when impacted
Test Plan (Technical Testing; see also dedicated Data Migration and Performance Test Plans below)	Owner	Review and update every twelve (12) months or when impacted
Deployment Plan	Owner	Review and update every twelve (12) months or when impacted
Gap Analysis Document	Owner	n/a

Rev. 2022.07.29

Project & O&M Deliverable	Vendor Responsibility for Project Execution Contract Phase	Vendor Responsibility for O&M Contract Phase
System Requirements Document	Owner	Update when impacted
Solution/Sprint Backlogs	Solution Backlog: Contributor Sprint Backlog: Owner	Contributor
Use Cases	Owner	Owner
User Stories	Contributor	Contributor
Requirements Traceability Matrix	Owner	Owner
Data Model	Owner	Update when impacted
Data Dictionary	Owner	Update when impacted
Detailed Design Specifications Document	Owner	Review and update when impacted
Infrastructure Requirements (State-Hosting Option only)	Owner	Update when impacted
Infrastructure Configuration Specifications (State-Hosting Option only)	Owner	Update when impacted
Vendor Recommendation for Technical Training for State IT Support Personnel	Owner	Update when impacted
Configured State Technical Environments (for State-Hosting Option)	Contributor	n/a
Technical Skills Transfer (State-Hosting Option only)	Owner	Update when impacted

Rev. 2022.07.29

Project & O&M Deliverable	Vendor Responsibility for Project Execution Contract Phase	Vendor Responsibility for O&M Contract Phase
Base Product and Base Product Installation Instructions (for COTS products with State-Hosting Option)	Owner	Owner for new product releases
Assist the State to install the Base Product(s) (for COTS products with State-Hosting Option)	Owner	Owner for new product releases
Design Review Sessions	Owner	Owner
Test Cases	Owner	Owner
Test Scripts	Owner	Owner
Prepare and Demonstrate All Test Environments	Vendor-Hosted Environments: Owner State-Hosted Testing Environments: Contributor	Vendor-Hosted Environments: Maintain testing environments as needed State-Hosted Testing Environments: Contributor
Unit Test Results Report	Owner	Owner
System Test Results Report	Owner	Owner
Regression Test Results Report	Owner	Owner
Integration Test Results Report	Owner	Owner
Accessibility Test Results Report	Owner	Owner
Demonstration of Tested System	Owner	Owner
General Backup and Recovery Plan	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor	Review and update every twelve (12) months or when impacted

Rev. 2022.07.29

Project & O&M Deliverable	Vendor Responsibility for Project Execution Contract Phase	Vendor Responsibility for O&M Contract Phase
Disaster Recovery Plan	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor	Review and update every twelve (12) months or when impacted
Performance Test Plan	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor
Performance Test Cases	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor
Performance Test Scripts	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor
Performance Test Readiness Report	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor
Performance Test Results Report	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor	Vendor-Hosted Solution: Owner State-Hosted Solution: Contributor
Agency Approval of Performance	Owner	Owner
Data Conversion and Migration Plan	Owner	n/a
Data Map	Owner	n/a
Data Conversion Test Cases/Scripts	Owner	n/a

Rev. 2022.07.29

Project & O&M Deliverable	Vendor Responsibility for Project Execution Contract Phase	Vendor Responsibility for O&M Contract Phase
Data Conversion and Migration Test Results Report	Owner	n/a
Agency Acceptance of the Converted and Migrated Data	Owner	n/a
User Acceptance Test Plan	Contributor	Contributor
UAT Test Cases and Test Scripts	Contributor	Contributor
UAT Training Materials	Owner	Owner
UAT Training	Owner	Owner
UAT Results Report	Contributor	Contributor
Agency Acceptance of Tested Solution (for all releases or deployment phases)	Owner	Owner
User Guides, Quick Reference Guides, and Online Help Documentation	Owner	Owner
Technical and System Administration Documentation	Owner	Owner
Service Level Agreement(s)	Owner	Review and update every twelve (12) months or when impacted
Training Materials	Owner	Owner
Training Delivery	Owner	Owner
Operations and Maintenance Plan (State Hosting option only)	Owner	Review and update every twelve (12) months or when impacted

Rev. 2022.07.29

Project & O&M Deliverable	Vendor Responsibility for Project Execution Contract Phase	Vendor Responsibility for O&M Contract Phase
Release/Deployment Readiness Checklist	Contributor	Contributor
Completed Release/Deployment Readiness Checklist (For all releases or deployment phases)	Contributor	Contributor
Onsite Assistance during Release/Deployment Readiness (State-Hosted Solutions only)	Owner	Owner
Vendor Operations and Maintenance Staffing Plan	Owner	Update when impacted
Onsite Assistance during Release/Deployment (State-Hosted Solutions only)	Owner	Owner
Validation Test Results Report	Owner	Owner
Deployment UAT Results Report	Contributor	Contributor
Agency Acceptance of Deployment UAT Results (For all releases or all deployment phases)	Owner	Owner
Vendor Support during the Stabilization Period	Owner	n/a
Agency Acceptance of the Stabilized Solution	Owner	n/a
Lessons Learned	Contributor	n/a
Project Status Meetings	Contributor	n/a
Project Status Reports	Owner	n/a
Sprint Reports	Owner	Owner

Rev. 2022.07.29

Project & O&M Deliverable	Vendor Responsibility for Project Execution Contract Phase	Vendor Responsibility for O&M Contract Phase
Operations and Maintenance Status Reports	Owner	Owner
Transition Plan	Owner	Owner
Project Peer Review	Contributor	n/a

3. **Vendor Project Staffing**

> Vendors are to include a draft project schedule in their response that includes and describes all planning activities, development activities, pilot, and deployment as well as the Project Management Deliverables listed in Section 3.5.2.2 above, .For each Project and O&M Deliverable in the table above, Vendor shall identify Vendor and/or State personnel required to complete the task in the project schedule.

4. **Releases/Production Deployment and Support**

> Describe your approach to deploying the developed Solution for production use, including the following items below in your RFP response:

> a. The strategy for deploying the Solution for production use, including the number of Releases proposed;

> b. Deployment planning and preparation, including site visits, site readiness verification, end user device upgrades;

> c. Security considerations;

> d. Hardware, software or facilities needed to support the deployment if the Solution proposed will not hosted by the Vendor;

> e. The deployment activities and reference to any milestones proposed by the Vendor;

> f. The roles and responsibilities to complete the deployment;

> g. Support provided during deployment, including onsite support; and

> h. Support provided during the Stabilization Period.

> Refer to *Attachment J, Minimum Content for Project and O&M Deliverables* for the Agency's expectations regarding Solution deployment.

3.5.3 Testing

Describe your testing processes for the Solution in detail, specifically:

Rev. 2022.07.29

a. Your approach to conducting all types of technical testing needed prior to User Acceptance Testing, each release/deployment, including pilot deployment, and post-deployment validation.

b. Your proposed approach to UAT, data conversion testing, and performance testing.

c. A description of the testing environment(s) and any specific software tools that you intend to use or make available for State use for all types of testing.

d. How any test results for any Vendor-performed testing are presented for the Agency approval.

e. Your proposed process for identifying, prioritizing, resolving, and documenting Defects found in the Solution during testing. Include in your description any software tools that you intend to make available for Defect management.

f. How these tools will be integrated with DHHS tools including HP Quality Center/ALM, Jira, and Confluence.

Address all the test-related items described in Section 3.5.2.2 and *Attachment J, Minimum Content for Project and O&M Deliverables*.

3.5.4 Training

Describe your approach to training, identifying the points in your SDLC where training will occur for each type of training that you will provide to User Acceptance Testers, pilot users, end users, State Trainers, and State IT support staff. Include in this description:

a. The training content that you will provide for the Solution, including the approach for in-person, remote, or pre-recorded training. Reference Section 3.5.2.2 and *Attachment J, Minimum Content for Project and O&M Deliverables*. for details regarding the Agency's training documentation needs.

b. Describe the training technical (hosting) environment for the Solution. Include in your description how your training technical environment addresses the following items:

    i. Configurable mirror production functionality, and

    ii. Online help.

c. Describe how you provide training and knowledge transfer training to the Agency and other State IT staff as needed to assist Solution development efforts, system administration, and ongoing support for your proposed Solution.

d. Describe any on demand training resources available to users such as recorded training sessions, computer-based training, FAQs, community forums, etc.

e. Training provided during the O&M Contract Phase for new releases, enhancements, and any other changes to the Solution's underlying technology or hosting environment.

3.5.5 Data Conversion and Migration

Describe the Vendor's approach to converting and migrating data from existing systems (Regulatory (SQL), WORKS (Oracle), etc.) to the Solution. Include a list of all tools that will be used, and State resources required.

3.5.6   Operations and Maintenance

1.   Vendor Approach to Operations and Maintenance

O&M will start after the Solution is deployed and the Vendor has obtained documentation of Agency Acceptance of the Stabilized Solution (i.e., the Stabilization Period has been successfully completed). The Vendor, when offering a Vendor-hosted Solution, will maintain the hardware and operating systems needed to host the Solution and updating the Solution with product patches and new releases.

Describe the Vendor's plan to perform/provide all O&M tasks/Deliverables. Reference 3.5.2.2 and *Attachment J, Minimum Content for Project and O&M Deliverables* for Deliverables that are to be maintained during O&M. Include a description of how the Vendor will do the following:

a.   Describe how you will provide ongoing maintenance and support for the Solution. This includes, but is not limited to, periodic updates based on new product versions.

b.   Provide a mechanism for the Agency to request Changes to the Solution and report Defects.

c.   Maintain a tracking system, at no cost to the Agency, to track all requested Changes and reported Defects, their status, expected resolution time, testing results, and final resolution.

d.   Provide the Agency with the status of releases, Changes, and Defect resolution in a format specified by the Agency, O&M Status Reports will contain at a minimum the contents outlined in *Attachment J, Minimum Content for Project and O&M Deliverables*.

e.   Perform technical testing all releases and fixes for Changes and Defects in Vendor's environment prior to delivery to the Agency for UAT. Reference Section 3.5.2.2 for technical testing deliverables.

f.   For modifications made by the Vendor to remediate Defects or make Changes requested by the Agency, Vendor shall provide the Regression Test Results Report to confirm that the Solution has not regressed because of modifications prior to releasing the next version of the Solution for UAT.

g.   Provide the Agency with technical testing results for Changes and Defects as outlined in Section 3.5.2.2 in a format specified by the Agency. Testing results will contain at a minimum the contents outlined in *Attachment J, Minimum Content for Project and O&M Deliverables*.

h.   Upon State request, assist UAT Testers during UAT of any Changes, Defects, and new releases. Vendor will assist the Agency in documenting the UAT Results Report. UAT assistance may be provided onsite or offsite as agreed upon by the Office.

i.   Troubleshoot and correct all problems and Defects identified during UAT of new releases, Defect remediations, or Vendor-assisted Changes to ensure that the Solution continues to operate as designed.

j. Document Agency Acceptance of Tested Solution prior to deployment of Changes or new releases.

k. Perform Deployment Validation and document Agency Acceptance of Deployment UAT Results.

l. The Vendor will troubleshoot browser and other compatibility issues that may develop with new releases, Changes, or new supported browser versions as needed.

m. Describe the review and update process (annually and when impacted by Changes) for O&M Deliverables listed in Section 3.5.2.2.

2. **Vendor Hosting**

a. Describe your development, test, training, production, disaster recovery, and any separate reporting technical hosting environments.

b. Describe the schedule required to stand up each technical hosting environment.

c. Describe how Confidential Information will be securely maintained in the Vendor's hosted environment.

d. Describe how the Vendor will troubleshoot, review, maintain and upgrade all technical environments (servers, operating systems, utility software application software, and SAN storage) as needed to ensure continual compliance/conformance (as applicable) with federal, State, and NCDHHS architectural, privacy, and security policies and standards.

e. Describe how you will provide 24x7x365 monitoring of the production environment for unusual behavior, error conditions, and hardware, Solution, and operating systems' failures, except during planned or unplanned maintenance periods.

f. Describe how you will ensure that there is 99.9% uptime Production availability, with unplanned downtime equal to or less than eight (8) hours forty-five (45) minutes and thirty-six (36) seconds annually. Unplanned downtime will be defined in an approved Service Level Agreement (SLA) as indicated in this RFP and resulting Contract.

i. Indicate whether and describe the Solution supports offline access and data entry if the Internet connection is not available, and how this access can be provided.

g. Describe how you will maintain the Solution and database backups and perform automated nightly encrypted backups of all the Solution data files with full and incremental methodology.

h. Describe how you assure a recovery point objective (RPO) of 24 hours and a recovery time objective (RTO) of 72 hours (i.e., maximum down time).

i. Describe how you will perform disaster recovery testing and the frequency of this testing.

j. Describe how you will provide, at the request of the Agency, and at no additional cost, a full backup of the Solution data. The data must be accompanied by the following documentation:

Rev. 2022.07.29

  i. Data dictionaries for all tables/databases; and

  ii. Related reference files and coding guides.

 k. Clearly delineate and maintain the Development, Test, and Production technical hosting environments and a physical separation of hardware, where necessary for security and Change purposes.

3. State Hosting

 a. Describe the development, test, training, production, disaster recovery, and any separate reporting technical hosting environments the State will need to establish and operate to host the Solution.

 b. Describe the schedule required to stand up each technical hosting environment.

 c. Describe how the Vendor will assist the State to troubleshoot, review, maintain and upgrade all technical environments (servers, operating systems, utility software application software, and SAN storage) as needed to ensure continual compliance/conformance (as applicable) with federal, State, and DHHS architectural, privacy, and security policies and standards.

 d. Indicate whether the Solution supports offline access and data entry if the WAN connection is not available.

 e. Describe how you will support the State in performing disaster recovery tasks, including DR testing.

4. Metrics and Performance

 a. Describe how the proposed Solution ensures adequate space on servers, bandwidth, and response time in the Solution to allow for a minimum 690 concurrent users accessing, entering, and reporting information with a capacity to handle up to 1380 with minimal performance degradation.

 b. Describe how the Solution provides capability for transaction response time to be consistent for all users directly interacting with the production environment, based on a common application access for network access point, processed and returned to the network access point:

  i. Ninety (90) percent of responses to occur in two (2) seconds or less.

  ii. Ninety-five (95) percent of responses: to occur in three (3) seconds or less.

  iii. Ninety-seven (97) percent of responses to occur in four (4) seconds or less.

  iv. Ninety-nine (99) percent of responses to occur in five (5) seconds or less.

 c. Describe your proposed Solution's established performance metrics, and whether it conforms to the response times listed above in b. of this specification. If a separate reporting environment is included in your proposal, please describe the response times for the environment.

5. Vendor Service Level Agreement (SLA)

The Vendor will submit with its RFP response a draft SLA that defines formally the levels of service the Vendor will provide for the Solution during the Project and during O&M and addresses the Agency's service level expectations as listed below. Refer to *Attachment J, Minimum_Content for Project and O&M Deliverables* for more information about the expectations of the SLAs contents.

The Agency's service level expectations for the Solution, its availability, and Vendor services are as follows:

a. Provide 99.9%, 24x7x365 system availability for all calendar days except for any system maintenance windows approved by the Agency.

b. Provide timely Solution upgrades for fixes and changes in the form of software releases and critical error fixes. Please discuss your support structure including, but not limited to, help desk, problem tracking, maintenance windows and hours of operation.

c. Provide periodic Solution updates that are provided to all customers at no additional cost to the Office.

d. Details the process for requesting Changes, tracking the accumulation of Change Request Hours, estimating work hours required for completion, and completing Changes requested by the Agency.

e. Provide on-going account management and status reporting. If not specified in the SLA included in your offer, describe in your proposal the level of account management provided and any specific services included.

f. Provide capability for response time to be consistent for all users directly interacting with the Production hosting environment, based on a common Web Portal access for network access point and processed and returned to the network access point according to the response times outlined above in Section 3.5.6.4.

g. Provide the response, diagnostic and resolution timeframes for problem log entries for the service request categories listed in Section 3.5.6.

h. Discuss your support for testing performance of the Solution.

i. Explain the types of reporting that you provide regarding your Solution, including frequency and format (e.g., performance per the SLA, change management, performance/capacity management). Address the types of reporting specified in Section 3.5.2.2.

The draft SLA will be finalized by the Agency prior to Contract award.

During the term of the Contract, Vendor will review and update the SLA each time the SLA is impacted by a request from the Agency to revise service level commitments. During O&M, the SLA will also be subject to periodic review by the Agency's Contract Administrator.

6. Help Desk Support

a. Describe the help desk support you provide and indicate whether the support is available Monday through Friday 7:00 a.m. – 6:00 p.m. ET. Help desk support activity is considered resolution of the following:

      i. Category 1, 2, or 3 problems;

      ii. Persistent product instability;

      iii. Application of advanced tools for intensive research and development to produce a new release to fix the issue reported;

      iv. Auditing ability unavailable; and

      v. Escalated application errors.

b. Describe any extended hours of help desk support available for emergency response.

c. Describe additional methods users or the Agency can use to request support (e.g., Internet mechanisms, e-mail, FAX, phone (voicemail)) and response times proposed.

7. Acquisition, Licensing, and Product Overview

a. Describe all licensing options and licenses terms for your software, including Third-Party software if used as part of your Solution. **The Third-Party Software License Agreements are to be included in the Vendor's offer.**

b. Explain how your company gathers change feedback from customers and involves them in the prioritization of future releases. Describe how your company measures its ability to satisfy customers' needs.

c. Discuss how many customers are using the current release of the software. Provide a summary of customer size, industry segment, countries operating in, and applications implemented. Also, indicate for the above, details on transaction volumes, time taken for implementation, the average duration a customer has used the product.

d. Describe your schedule for new releases, including the next scheduled release for your proposed Solution, detailing how often you provide upgrades, patches or bug fixes to your product; how the customer is notified; and once a new release is made public, how long the previous release is supported.

e. Describe your procedure for the distribution of upgrades/new releases, modifications, Changes and corresponding documentation.

f. Discuss the largest implementation you have currently installed (include the number of users, locations and the amount of content stored).

g. If applicable, provide the name and address of your recommended implementation partner who would support implementation of your products, and the role it would play in the implementation.

h. Explain whether you have a customer advisory board or user group. If yes, include a list of the present members and explain how often (per year) this organization meets and average meeting duration.

Rev. 2022.07.29

4.0   COST OF VENDOR'S OFFER

4.1   OFFER COSTS

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

a) Software License fees or costs to accommodate user base identified.

b) Additional modules required or proposed addressing specifications, if any.

c) Third-party software, if any, required for the operation of the Solution.

d) Installation/configuration/integration/transition costs.

e) Customization required or proposed addressing specifications: The costs for customization shall be detailed on an attachment by item and cost for each customization to the Vendor product

f) Conversion and migration of legacy data.

g) Deliverables in accordance with Section 3.5.2 Table 1: Project Execution and/or O&M Deliverables and Responsibilities, and *Attachment J: Minimum Content for Project and O&M Deliverables*, including updates and revisions.

h) Training and training materials.

i) Annual maintenance and Vendor hosting costs per contract year, if not included in Software License Costs.

j) Customer Support to include Help Desk and Technical Support costs per contract year, if not included in annual maintenance costs or Software License Costs.

k) Escrow costs (If COTS products are included in the Solution).

l) Cost of Change Hours per year.

m) Other costs shall be listed separately by type of service/cost as an attachment. List separately any changes associated with State hosting. Travel and lodging expenses, if any, must be thoroughly described, and are limited by the State's Terms and Conditions.

n) Hourly rate for additional professional services such as consulting and other value-added services provided the Vendor upon request by the Division.

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 <u>must</u> 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

2. How each Vendor's offer compares with other Vendors' offers

3. Total Cost of Ownership

4. Illustration(s) and/or explanations of adherence to Section 3.3 Enterprise Specifications

5. Vendor Schedule / Timeline for completing work

6. Strength of references relevant or material to technology area(s) or Specifications

7. Vendor Past Performance - 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.

8. Risks associated with Vendor's offer.

5.3 BEST AND FINAL OFFERS (BAFO)

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

evaluate BAFO(s), oral presentations, and product demonstrations as part of the Vendors' respective offers to determine the final rankings.

5.4 POSSESSION AND REVIEW

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

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

6.0 VENDOR INFORMATION AND INSTRUCTIONS

6.1 GENERAL CONDITIONS OF OFFER

6.1.1 VENDOR RESPONSIBILITY

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

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

6.1.2 RIGHTS RESERVED

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

a) waive any formality;

b) amend the solicitation;

c) cancel or terminate this RFP;

d) reject any or all offers received in response to this RFP;

e) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;

f) if the response to this solicitation demonstrates a lack of competition, negotiate directly with one or more Vendors;

g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or

h) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.

6.1.3 SOLICITATION AMENDMENTS OR REVISIONS

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

6.1.4 ORAL EXPLANATIONS

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. 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 not an E-Procurement solicitation. Attachment B, subparagraphs #38(a) and 38(b) of the attached North Carolina Department of Information Technology Terms and Conditions Services for General Purchases do not apply to this solicitation.

6.1.6 INTERACTIVE PURCHASING SYSTEM (IPS)

The State has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve offer award information electronically from our Internet website: https://www.ips.state.nc.us/ips/. Click on the IPS BIDS icon, click on Search for BID, enter the Agency prefix-offer number 30-23189-DCDEE, and then search. This information may not be available for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

6.1.7 PROTEST PROCEDURES

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

6.2 GENERAL INSTRUCTIONS FOR VENDOR

6.2.1 SITE VISIT OR PRE-OFFER CONFERENCE (RESERVED)

6.2.2 QUESTIONS CONCERNING THE RFP

All inquiries regarding the solicitation specifications or requirements are to be addressed to the contact person listed on Page One of this solicitation via the Ariba Sourcing Tool's message board. 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.

Rev. 2022.07.29

Written questions concerning this Solicitation will be received until <mark>July 10, 2023, at 12:00 pm Eastern Time</mark>.

They must be submitted to the contact person listed on Page One of this Solicitation via Procurement.Questions@dhhs.nc.gov. Please enter "Questions Solicitation 23189" as the subject for the message. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

6.2.3   ADDENDUM TO RFP

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

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

6.2.4   COSTS RELATED TO OFFER SUBMISSION

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

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

6.2.5   VENDOR ERRATA AND EXCEPTIONS

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

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

6.2.6   ALTERNATE OFFERS

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)

Rev. 2022.07.29

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:

a) "This offer does not constitute a binding offer",

b) "This offer will be valid only if this offer is selected as a finalist or in the competitive range",

c) "The Vendor does not commit or bind itself to any terms and conditions by this submission",

d) "This document and all associated documents are non-binding and shall be used for discussion purposes only",

e) "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or

f) 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 on the Interactive Purchasing System at the following website: https://www.ips.state.nc.us/ips/.

This RFP is available electronically on the Interactive Purchasing System at https://www.ips.state.nc.us/ips/.

6.2.12 VENDOR POINTS OF CONTACT

CONTACTS <u>AFTER</u> CONTRACT AWARD:

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

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

6.3   INSTRUCTIONS FOR OFFER SUBMISSION

6.3.1   GENERAL INSTRUCTIONS FOR OFFER

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

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, or attachments or exhibits, if any provided in the RFP, must be completed and included in the appropriate section of the offer. All discussion of offered costs, rates, or expenses must be presented in Section 4.0. Cost of Vendor's Offer.

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

a) Signed Execution Page

b) Table of Contents

c) Description of Vendor Submitting Offer Form (Attachment D)

d) Vendor Response to Specifications and Requirements

e) Security Vendor Readiness Assessment Report (VRAR)

f) Architecture Diagrams

g) Cost Form for Vendor's Offer (Attachment E)

h) Schedule of Offered Solution

i) Signed Vendor Certification Form (Attachment F)

j) Location of Workers Utilized by Vendor Form (Attachment G)

k) References (Attachment H)

l) Financial Statements (Attachment I)

m) Errata and Exceptions, if any

n) Vendor's License and Maintenance Agreements, if any, and Third-Party License Agreements, if any.

o) Supporting material such as technical system documentation, training examples, etc.

p) Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.

q) All pages of this solicitation document (including Attachments A, B, and C).

r) Draft Project Management Plan, draft Project Schedule, draft Staffing Plan, draft Service Level Agreement, and draft Vendor Operations and Maintenance Phase Staffing Plan. Please refer to Attachment J: Minimum Content for Project and O&M Deliverables.

6.3.3 OFFER SUBMITTAL

IMPORTANT NOTE: Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier, or other delivery service. **Vendor must include all the pages of this solicitation in their**

response. It is the Vendor's sole responsibility to ensure its offer has been delivered to this Agency by the specified time and date of opening. Any proposal delivered after the proposal deadline will be rejected.

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

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

a) 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.

b) 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.

c) 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.

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 G* - Location of Workers Utilized by Vendor and submit with your offer.

7.2 FINANCIAL STATEMENTS

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

a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.

b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.

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

7.3 FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY

a) Contract Performance Security. The State reserves the right to require performance guaranties pursuant to N.C.G.S. §143B-1340(f) and 09 NCAC 06B.1207 from the Vendor without expense to the State.

b) Project Assurance, Performance and Reliability Evaluation – Pursuant to N.C.G.S. §143B-1340, the State CIO may require quality assurance reviews of Projects as necessary.

7.4 VENDOR'S LICENSE OR SUPPORT AGREEMENTS

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

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

7.5 RESELLERS (RESERVE)

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 the Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face-to-face meetings are desired unless noted below. However, at the Vendor's option and expense, a conference call meeting may be substituted. Failure to participate in two (2) consecutive 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 Contract in accordance with Attachment B: Section 1, subsection 19. Default.

The appropriate Vendor Staff will be required to participate in the following project meetings. The DHHS Project Manager will provide 24-hour meeting notice for project meetings. Project meetings specified as "Onsite" require attendance in person in Raleigh, North Carolina or a designated Facility as needed unless public health measures require virtual meetings (e.g., NC DHHS's COVID-19 pandemic plan response is still active). Project meetings specified as "Offsite" will be conducted via teleconference/Microsoft Teams, or Cisco WebEx.

a) Project Kick-Off (Onsite)

b) System Requirements/User Story/Use Case/Backlog Development, Gap Analysis and Detailed Design (Onsite)

c) Configured State Technical Environments (if the Division selects a State-hosting option) (Onsite or Offsite as warranted by the context and scope of the individual meetings)

d) Pre-UAT Training (Onsite)

e) UAT Support (Onsite or Offsite as warranted by the context and scope of the individual meetings)

f) Role-Based Training for testers, end users, State Administrators, State trainers, and IT support personnel training (Onsite/Offsite, including on demand training such as e-Learning)

g) Readiness for Deployment (Go-Live) (Onsite)

h) Deployment (Onsite)

i) Project Closeout (Offsite)

j) Ad Hoc Meetings (Onsite/Offsite)

k) Change Management Meetings (Onsite/Offsite)

l) Project Review Meetings (Onsite/Offsite)

m) Executive Steering Committee (Onsite/Offsite)

n) Project Status Meetings (Onsite/Offsite)

The Project Status Meetings will follow an agenda mutually developed by Vendor and the DHHS Project Manager and will contain the minimum content requirements as described in *Attachment J: Minimum Content for Project and O&M Deliverables*. The Vendor Project Manager will work with the DHHS Project Manager to plan, strategize, and prepare required materials for all the meetings.

When required to be onsite, the Vendor will provide Vendor personnel with any required personal computer equipment and software and will reimburse the Agency for all long-distance telephone calls charged to the Agency.

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 Agency those products or packaging they offer which have recycled content and that are recyclable.

7.14 INVOICES

a) The State Contractual Point of Contact (i.e., Division Contract Administrator) will be responsible for receiving and tracking statements of completed Deliverables and invoices, and for verifying information and costs submitted in invoices.

b) Project Deliverables must be grouped in accordance with Solution development and delivery and must be completed and accepted by the Division before the Vendor is eligible to invoice for payment.

c) Invoices must bear the correct Contract number and purchase order number to ensure prompt payment. Vendor's failure to include the correct purchase order number may cause delay in payment.

d) Invoices must include an accurate description of the work, identifying the specific Sprint Cycles/Modules/Milestones and Deliverables for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to Vendor and the original signature of the Vendor's Project Manager.

e) Invoices for O&M will be submitted monthly by the Vendor for the O&M services provided in the prior month and must include penalty adjustments for any Vendor non-performance per the terms of the Service Level Agreement or the penalties listed in Section 3.5.6 Categories of Defects/issues identified during the Stabilization Period.

7.15 SPECIAL TERMS AND CONDITIONS (RESERVED)

Rev. 2022.07.29

ATTACHMENT A: DEFINITIONS

1) **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.

2) **ABCMS**: Automated Background Check Management System (ABCMS) which has been developed for use by licensed providers who are required to conduct criminal background checks.

3) **Ad-hoc Reports:** Ad hoc reporting is a business intelligence process used to quickly create reports on an as-needed basis. Ad hoc reports are generally created for one-time use to find the answer to a specific business question.

4) **Agency:** Division of Child Development and Early Education (DCDEE).

5) **Agency Contract Administrator:** The person authorized by the Division of Child Development and Early Education to make day-to-day contract decisions and oversee the contract.

6) **Agency Project Manager:** All project management and coordination on behalf of the Agency is through a single point of contact designated as the Agency Project Manager.

7) **Agile Software Development**: Refers to a group of software development methodologies based on iterative development, where requirements and solutions evolve through collaboration between self-organizing cross-functional teams.

8) **Annual Compliance:** Visit made to a facility within a twelve-month time period by a childcare consultant to monitor for compliance with all applicable childcare requirements.

9) **Annual Compliance with Rated License Assessment:** Visit made to monitor compliance with all minimum childcare requirements and applicable enhanced requirements for a Rated License Assessment. (Completed if an annual compliance visit has not been conducted within the last 6 months.)

10) **Audit log**: An audit log, also called an audit trail, is essentially a record of events and changes. IT devices across the network create logs based on events. Audit logs are records of these event logs, typically regarding a sequence of activities or a specific activity, they capture events by recording who performed an activity, what activity was performed, and how the system responded.

11) **BAFO:** Best and Final Offer.

12) **Business Associate Agreement (BAA):** A legally binding document guided by HIPAA rules for signing this agreement before sharing any Protected Health Information (PHI).

13) **CBC:** The North Carolina Child Care Law requires a criminal background check (CBC) be conducted and a determination of fitness be made on all persons who work or provide childcare in a licensed or regulated childcare facility.

14) **CCSA:** Child Care Service Association (CCSA) improves the quality of childcare in North Carolina for all children by helping families find childcare, offering informational events for families, professional development opportunities and programs for providers and comprehensive childcare research for policymakers.

15) **Change:** For the purposes of this RFP, the term Change means the process of modifying the Solution and/or a component of the Solution, whether by Customization or Configuration for the purpose of increasing or decreasing functionality and capability of the Solution or by correcting/resolving Defects or other issues affecting the operation of the Solution. The definition of

the term Change shall not be based on the time and/or size of the effort required to provide such services.

16) **Change Hours:** Four hundred (400) hours provided by Vendor to the State during Contract Year 1 and two hundred (200) hours for each subsequent Contract Year of the awarded Contract, to be used by the State to obtain Changes to the Solution or Supplemental Support Services at no additional cost. Any of the Change Hours allocated, but unused, during the respective Contract Year, will be rolled over into following Contract Year.

17) **Change Management:** The processes to be employed by the Division and Vendor to ensure that Changes are captured, planned, and implemented in a visible, controlled, and orderly fashion during the Project Execution and the O&M parts of the Contract. (See Section 7.14 for further information.)

18) **Change Request (CR):** Changes to the Solution or scope of services will be requested, documented and controlled in forms and logs as outlined in the Change Management process(es).

19) **Child Care Center:** An arrangement where, at any one time, there are three or more preschool-age children or nine or more school-age children receiving childcare. This does not include arrangements described in Item (18) of the Child Care Rule regarding Family Child Care Homes.

20) **Child Care Facility:** Includes childcare centers and family childcare homes, and any other childcare arrangement not excluded by N.C.G.S. 110-86(2) that provides childcare.

21) **Child Care Consultant:** DCDEE employs childcare consultants to ensure childcare regulations are being met. Childcare consultants conduct various visits to programs.

22) **Child Care Provider**: "Childcare providers" are the following employees who have contact with the children in a childcare program: facility directors, childcare administrative staff, teachers, teachers' aides, substitute providers, uncompensated providers, cooks, maintenance personnel and drivers.

23) **Child Maltreatment Registry**: The CMR is a list of individuals who have maltreated a child in childcare since the January 2016 Session Law 2015-123 took effect.

24) **Clearing Houses**: Clearing houses provides educational reporting, verification, and research services to North American colleges and universities.

25) **Client Services Data Warehouse (CSDW):** a data warehouse accessed by clients via query tools that stores transactional and summarized information from multiple source systems.

26) **Configurable:** Capable of being configured; customizable; permitting rearrangement or adjustment.

27) **Customization:** 1) Development of functionality within the Base Product requested by the State to address the specific needs of the State; or 2) Development of functionality outside the Base Product requested by the State to address the specific needs of the State. A Customization is not a Configuration. Customizations must be maintained by Vendor to ensure compatibility with all future Product Upgrades and releases of the Base Product. For the solution to be a considered COTS solution by the Division, the total amount of Customization must not exceed 10% of the base Solution.

28) **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.

29) Defect: A Defect is an error in coding or logic that causes a program to malfunction or to produce incorrect or unexpected results.

30) Defect and Release Management: Defect and Release Management is the plan and process governing the identification and triage of a Defect to classify, assign, remediate and regression test, assemble and manage the quality of the software release that contains the Defect/s. Traceability entries document Defects found in the Solution, reporting, and recurrence.

31) 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.

32) Early Childcare (EC) Workforce: The EC workforce is made up of individuals working in a variety of settings who serve children prior to kindergarten including home and center-based childcare, private Pre-K, Head Start and Early Head Start and public Pre-K within those programs. Individuals may be program administrators, lead teachers, assistant teachers, or aides.

33) Environment Rating Scale: A tool that is used by an assessor to measure how well caregivers respond to and provide care for children. The Environment Rating Scale (ERS) also assesses health and safety practices. The quality and quantity of play and learning activities are also assessed.

34) Executive Steering Committee (ESC): The governance body responsible for providing direction and oversight to the project, The ESC provides a stabilizing influence with a visionary view. The committee ensures business objectives are met and the project remains under control.

35) Facility Administrators/Directors: Facility administrators/directors supervise and lead staffs, design program plans, oversee daily activities, and prepare budgets. They are responsible for all aspects of their center's program, which may include before- and after-school care.

36) Facility Owner: Facility Owner is the person or entity held legally responsible for the childcare business. An owner is defined as any person with a 5% or greater equity interest in a childcare facility.

37) Family Child Care Home (FCCH): An arrangement located in a residence where, at any one time, more than two children, but less than nine children, receive childcare. Family childcare home operators must reside at the location of the family childcare home.

38) FERPA: Family Educational Rights and Privacy Act

39) Frequently Asked Questions (FAQs): A convenient location within a document to collect common questions which a user might pose along with the appropriate answers and references.

40) 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).

41) Go-Live: The time at which a software Solution becomes available for end users. At this point, all users should have access to the agreed feature set without any restrictions. Prior to going live, the project will complete a project Go-Live readiness assessment based on State and DHHS project management methodology/practices.

42) Help Desk: A service providing information and support to computer users.

43) HIPAA: The Health Insurance Portability and Accountability Act of 1996 and all subsequent acts that updated HIPAA requirements such as the Health Information Technology for Economic and Clinical

Health (HITECH) Act passed as part of the American Recovery and Reinvestment Act of 2009 (ARRA).

44) **ID:** Identifier (or key) used by a software solution to locate and report on a particular record or piece of electronic information.

45) **Identify and Access Management (IAM):** Used to administer user identities, roles and access control rights. IAM provides a mechanism to allow users to have access to the appropriate Information Technology (IT) resources and nothing more, based on their role.

46) **Investigation Consultant:** DCDEE employs investigation consultants to conduct investigations of child maltreatment in childcare facilities, to ensure childcare regulations are being met.

47) **License Number:** Every home and center has an Identification Number (ID) that is assigned by the Division of Child Development and Early Education. The ID# is listed on the permit (license) or Notice of Compliance. If you have a question about a program, or want to receive information about a program, it is very helpful to have the ID# available when you call or write to the Division of Child Development and Early Education.

48) **Local Education Agency (LEA):** Local educational agency or LEA means a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary schools or secondary schools. (https://www.ed.gov/race-top/district-competition/definitions)

49) **LEA License &Salary Info Center (LicSal):** Part of the North Carolina Department of Instruction's (NC DPI's) enhanced Salary Administration System that provides LEAs access to key Salary Administration System information.

50) **Licensure Only Plan:** A plan issued to a teacher candidate with a BA/BS degree who is not employed in a teaching position. A Licensure Only Plan is written by a four-year college or university outlining courses and requirements that must be successfully completed to attain teacher licensure.

51) **Multi-Factor Authentication (MFA):** An authentication method which requires a user to provide two or more verification factors to gain access to sensitive information or systems.

52) **Notice of Action (Administrative Action):** Programs that have serious or repeated violations may receive an Administrative Action issued by the Division of Child Development and Early Education. Providers have the right to appeal an Administrative Action. When a provider appeals an action, a contested case hearing before an Administrative Law Judge is scheduled. The hearing is an opportunity for the provider and the Division of Child Development and Early Education to have witnesses testify about the situation which resulted in the Administrative Action. The provider/operator has 30 days after receiving the Notice of Administrative Action to file an appeal.

53) **NCDHHS**: The North Carolina Department of Health and Human Services

54) **NCID:** North Carolina Identity Management. The State's standard identity and access management platform from the N.C. Department of Information Technology.

55) **NCICDP:** North Carolina Institute for Child Development Professionals (NCICDP) provides high quality professional development opportunities to the ECE Workforce. Professional development, in this context, refers to a combination of education and continuing education via college courses, continuing education units, conferences and professional forums as well as workshops along with coaching and mentoring opportunities.

56) **NCRLAP**: The North Carolina Rated License Assessment Project (NCRLAP) is a collaborative project between the North Carolina Division of Child Development and Early Education (NCDCDEE) and other institutions of higher education across the State. NCRLAP's purpose is to conduct voluntary environmental rating scale (ERS) assessments of childcare centers and homes attempting to earn three or more stars within the North Carolina Star Rated License system.

57) **NIST 800-53 Controls:** The National Institute of Standards and Technology publication known as NIST 800-53 outlines security controls for federal information systems and provides documentation for standards required for all federal information systems, except for those designed for national security.

58) **Offsite:** Meetings and team collaboration are conducted via teleconference meetings (e.g., Microsoft Teams or Cisco WebEx).

59) **Onsite:** Requires attendance in person in Raleigh, North Carolina or designated facility as needed unless public health measures require virtual meetings (e.g., NCDHHS's COVID- 19 pandemic plan response is still active).

60) **Operations and Maintenance (O&M) Contract Phase:** Operations and Maintenance is the process of supporting the Stabilized production Solution and/or components of the Solution to correct defects and maintain performance of the Solution. The definition of Operations and Maintenance shall not be based on the time and/or size of the effort required to provide such services. For the purposes of this RFP and resulting Contract, Operations and Maintenance and the O&M Contract Phase shall also include implementation of Changes that are required by federal or state statutes, regulations and/or rule changes, and reporting requirements. For purposes of this RFP and resulting Contract, the O&M Contract Phase will begin on the first State business day after the Vendor successfully completes the Stabilization Period.

61) **Out-of-State Providers**: Out-of-State providers are those located more than 40 miles outside of the borders of North Carolina. Border providers are those providers who render services within 40 miles of the North Carolina border.

62) **Project Execution Contract Phase (or Project Execution Phase):** During the Project Execution Contract Phase, the Vendor will perform the Solution development activities outlined in this RFP. Activities include the full project lifecycle, including, but not limited to, identifying detailed requirements, performing gap analysis, building the Solution to meet the Agency's requirements and specifications, communication to stakeholders; technical testing, training, assuring Agency acceptance of the delivered Solution, deploying the Solution for production use, and Stabilizing the Solution. For more information reference Section 3.7.1-3.7.5. The Project Execution Contract Phase does not include activities that are considered part of the Operations and Maintenance (O&M) Contract Phase.

63) **Quality Point:** Childcare facilities may choose to meet additional criteria to earn one quality point which will be added to the total points earned in program standards and staff education to determine the total number of stars earned.

64) **Quality Rating and Improvement System (QRIS)**: a systemic approach to assess, improve, and communicate the level of quality in early and school-age care and education programs

65) **Rated License Assessment**: Visit made to monitor for enhanced licensing requirements for the issuance of a Rated License. (Completed if annual compliance visit has been completed within the last six months.)

66) **Regional Assistance Licensing Centers (RALC):** There are four Regional Assistance Licensing Centers (RALCs) in North Carolina, created by the NC State Board of Education and the Department of Public Instruction. The centers evaluate provisionally licensed teachers' applications, prescribe courses of study, and outline other requirements needed in order to receive full professional educators' licenses. Upon completion of individuals' plans of study, the RALC will make recommendation to the Licensure Section at DPI for clear licenses.

67) **Reasonable, Necessary or Proper**: as used herein shall be interpreted solely by the State of North Carolina.

68) **Residency License:** According to § 115C.270.20.a.5, the Residency License is a one-year license that is renewable twice and has replaced the Lateral Entry License. This is the current alternative pathway to be issued a teaching license in North Carolina.

69) **RPO:** The Recovery Point Objective is the maximum targeted period in which data might be lost from an IT service due to a major incident or disaster. It is calculated backward from the time of occurrence of the incident.

70) **RTO:** The Recovery Time Objective is the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.

71) **Scribbles**: a document management solution.

72) **Security Breach:** As defined in N.C.G.S. §75-61.

73) **Significant Security Incident (GS 143B-1320):** A cybersecurity incident that is likely to result in demonstrable harm to the State's security interests, economy, critical infrastructure, or to the public confidence, civil liberties, or public health and safety of the residents of North Carolina. A significant cybersecurity incident is determined by the following factors:

   a. Incidents that meet thresholds identified by the Department jointly with the Department of Public Safety that involve information:

      i. That is not releasable to the public and that is restricted or highly restricted according to Statewide Data Classification and Handling Policy; or

      ii. That involves the exfiltration, modification, deletion, or unauthorized access, or lack of availability to information or systems within certain parameters to include (i) a specific threshold of number of records or users affected as defined in G.S. 75-65 or (ii) any additional data types with required security controls.

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

74) **SDLC:** The Software Development Life Cycle is a process followed for a software Project, within a software organization. It consists of a detailed plan describing how to develop, maintain, replace, and alter or enhance specific software. The life cycle defines a methodology for improving the quality of software and the overall development process

75) **Section 508 Compliance:** This indicates compliance with a US federal government law which requires websites to be safe and accessible for people with disabilities. Complete requirements can be found at: www.section508.gov

76) **SLA:** Service Level Agreement.

77) **Smart Start:** Smart Start is a statewide initiative to help all North Carolina children enter school healthy and ready to succeed. Smart Start may help with the cost of childcare. It may help childcare homes or centers improve their programs. Smart Start also helps families access health care and other services that are very important during a child's early years.

78) **Solution Roadmap:** This is a longer-term view of a project which outlines the key milestones and deliverables needed to achieve the overall solution vision.

79) **Sprint:** For the purposes of this RFP and resulting Contract, the term Sprint means a specific period in the Project Execution when Solution Functionality and/or Deliverables are completed and submitted to the Division for approval.

80) **Stabilization Period:** For the purposes of this RFP and resulting Contract, the Stabilization Period is an unbroken period of ninety (90) Calendar Days after Statewide deployment and during the Project Execution Contract Phase where: users can successfully log into the Solution; users can perform their daily work without frequent lockups/freezes/shutdowns caused by the Solution; the Solution is routinely available 24x7x365 during the Stabilization Period; and the Solution functions correctly as deployed, with no Severity 1 or Severity 2 defective functionality.

81) **Stakeholder:** The Stakeholders are the Project business partners and the government agencies at the local and state levels.

82) **Standard Reports**: Standard Report means a compilation or study developed to display information on selected topics published periodically.

83) **Star Rated License**: A star rated license is issued based on the evaluation of program standards and staff education. Child Care facilities with a one-star license meet minimum licensing standards. Facilities with a two-to-five-star license voluntarily meet a higher level of enhanced standards.

84) **State business day:** State business days are Monday through Friday, with the exception of State of North Carolina holidays established by the Office of State Human Resources (reference https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays

85) **Summer Day Camp:** A center providing care for school-age children exclusively on a seasonal basis between May 15 and September 15. These programs are not required to be licensed unless they participate in the subsidized childcare program.

86) **System Administrator:** The System Administrator is a State-level administrator for the Solution. The State's System Administrator can grant any location or process to any user account, view any account within User Security, and update any user information.

87) **Systems and Organization Controls (SOC) 2 Type 2 or Type II:** A vendor certification that indicates a high level of confidence in security, availability, confidentiality and privacy.

88) **T.E.A.C.H**: The T.E.A.C.H. Early Childhood® Scholarship Program is an umbrella for a variety of different scholarship programs for those working in the early education field in North Carolina. Every TEACH scholarship has 4 components: scholarship, education, compensation, and commitment.

89) **Technical Assistance (TA):** Technical Assistance (TA) is the provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients.

90) **Technical Support:** A service provided by a hardware or software company which provides registered users with help and advice about their products.

91) **Third-party:** Relating to a person or group besides the two primarily involved in the situation (for example, third-party service provider, third-party supplier, third-party payer, etc.).

92) **Total Cost of Ownership (TCO):** The total cost of the contract is defined in Title 9 NCAC 6A . 0102 (28) "as a summation of all purchase, operating, and related costs for the projected lifetime of a good or service". See Cost Table 3, Attachment E, for significant elements of the Total Cost of Ownership. In addition, the State may incur additional costs based on the Vendor's proposal (i.e., need to purchase additional/newer equipment to operate the proposed solution, State staff required to complete data conversion or other aspect of the Vendor's response, etc.) The Total Cost of Ownership will be used to compare costs across bids during the evaluation process.

93) **User Acceptance Testing (UAT):** Often the final stage of testing for rollout of a software Solution. In this stage, actual users test the software in real-world situations.

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

95) **Vendor Project Manager:** The Vendor designates a Vendor Project Manager who will provide a single point of contact for management and coordination of the Vendor's work.

96) **Vendor Readiness Assessment Report (VRAR):** A report that provides information for the State to perform Cybersecurity due diligence when evaluating proposals (and afterward). Refer to the link here: https://it.nc.gov/documents/vendor-readiness-assessment-report.

97) **Vital Records**: NC Vital Records are responsible for recording North Carolina vital events Including: legally registering all births, deaths, fetal deaths, marriages, and divorces which occur in North Carolina, coding vital events for statistical purposes, maintaining vital records and providing certified or uncertified copies to individuals, researchers, and public health programs.

98) **VMWare:** VMWare, Inc. is a US based company that specializes in cloud computing and computer virtualization. VMWare solutions provide the ability to configure, deploy and manage complex server configurations remotely, without the need for on-site computing hardware.

99) **Workforce Online Reporting and Knowledge System (WORKS) Application** functions as a single portal of entry for workforce education and professional development to collect, report, and track childcare workforce information needed to support education requirements.

100) **XML:** Extensible Markup Language. A standard, simple, and widely adopted method of formatting text and data so that it can be exchanged across all of the different computer platforms, languages, and applications.

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 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 requirements and specifications of this solicitation. For a Software as a Service ("SaaS") Solution, Services further include, without limitation, providing web browser access by authorized users to certain Vendor online software applications identified herein, and to related services, such as Vendor hosted Computer storage, databases, Support, documentation, and other functionalities.

   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

Rev. 2022.07.29

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

10) **PAYMENT TERMS:** Monthly Payment terms are Net 30 days after receipt of correct invoice (with completed timesheets for Vendor personnel) and acceptance of one or more of the Deliverables, under milestones or otherwise as may be provided in Paragraph 9 (Acceptance), or elsewhere in this solicitation, unless a period of more than thirty (30) days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Agreement. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et. seq.* of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than thirty (30) days and approval by the State or Agency, the Agency may:
a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.

11) **EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

12) **ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Agreement without prior written approval from the State or its Agent. For the purpose of this provision of the Agreement, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.

13) **LATE DELIVERY:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered or performed at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure the particular substitute Services or other Deliverables.

14) **ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of the Agreement or to costs charged to the Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

15) **ASSIGNMENT:** Vendor may not assign the Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm the Agreement attorning and agreeing to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under the Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

16) **INSURANCE COVERAGE:** During the term of the Agreement, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably

Rev. 2022.07.29

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

Rev. 2022.07.29

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 **Error! Reference source not found.** 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)   <u>Termination for Cause</u>: 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)   <u>Termination For Convenience Without Cause</u>: 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) <u>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.</u>

22) LIMITATION OF VENDOR'S LIABILITY:

a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables. Vendor shall not be responsible for any damages that arise from (i) misuse or modification of Vendor's Software by or on behalf of the State, (ii) the State's failure to use corrections or enhancements made available by Vendor, (iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces, (iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or (vi) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.

b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.

c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranties, 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

Rev. 2022.07.29

accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Services or other Deliverables delivered without a purchase order from the Agency or State Award Authority.

37) **FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

38) **ELECTRONIC PROCUREMENT (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document):** Purchasing shall be conducted through the Statewide E-Procurement Services. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Services. The Vendor shall register for the Statewide E-Procurement Services within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of the Agreement.

   a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service**. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under the Agreement. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

   b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct, and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

   c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Services. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of Contract, and the payment for goods delivered.

   d) Vendor agrees at all times to maintain the confidentiality of its username and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

39) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:

a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general-purpose consulting and software tools, utilities and routines (collectively, the "Vendor technology"). To the extent that any Vendor technology is contained in any of the Services or Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor technology in connection with the Services or Deliverables for the State's purposes.

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

c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or other Deliverables supplied by the Vendor, or the operation of such pursuant to a current version of vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:

   i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,

   ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.

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

e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded Service or Deliverable, or (ii) results from the continued use of the good(s) or services and other Services or Deliverables after receiving notice they infringe a trade secret of a third party.

f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

40) <u>UNANTICIPATED TASKS</u> 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 Reserved

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 infers 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

Rev. 2022.07.29

  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. Reserved.

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) Reserved.
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. § 75-60*ff*) 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 Information Technology Goods and Services

1) **SOFTWARE LICENSE FOR HARDWARE, EMBEDDED SOFTWARE AND FIRMWARE:** Reserved.

2) **LICENSE GRANT FOR APPLICATION SOFTWARE, (COTS):** This paragraph recites the scope of license granted, if not superseded by a mutually agreed and separate licensing agreement, as follows:

   a) Vendor grants to the State, its Agencies and lawful customers a non-exclusive, non-transferable and non-sublicensable license to use, in object code format, Vendor's software identified in the solicitation documents, Vendor's Statement of Work (SOW), or an Exhibit thereto executed by the parties ("Software"), subject to the restrictions set forth therein, such as the authorized computer system, the data source type(s), the number of target instance(s) and the installation site. Use of the Software shall be limited to the data processing and computing needs of the State, its Agencies and lawful customers. This license shall be perpetual or for the term of the contract (pick one, delete the other), unless terminated as provided herein. The State agrees not to distribute, sell, sublicense or otherwise transfer copies of the Software or any portion thereof. For purposes of this Agreement, a State Entity shall be defined as any department or agency of the State of North Carolina, which is controlled by or under common control of the State or who is a lawful customer of the State pursuant to Article 3D of Chapter 147 of the General Statutes.

   b) Vendor shall provide all encryption or identification codes or authorizations that are necessary or proper for the operation of the licensed Software.

   c) The State shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery testing or operations, for archival or emergency purposes, for back up purposes, for use in preparing derivative works if allowed by the solicitation documents or statements of work, or to replace a worn copy.

   d) The State may modify non-personal Software in machine-readable form for its internal use in merging the same with other software program material. Any action hereunder shall be subject to uses described in this paragraph, the restrictions imposed by Paragraph 3), and applicable terms in the solicitation documents or statements of work.

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

   a) a) Vendor warrants that any Software or Deliverable will operate substantially in conformity with prevailing specifications as defined by the current standard documentation (except for minor defects or errors which are not material to the State) for a period of ninety (90) days from the date of acceptance ("Warranty Period"), unless otherwise specified in the Solicitation Documents. If the Software does not perform in accordance with such specifications during the Warranty Period, Vendor will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with or substantially in accordance with such specifications.

Rev. 2022.07.29

b) Vendor warrants to the best of its knowledge that:
   i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;
   ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
   iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.
   iv) The licensed Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software's ability to operate.
c) UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.

4) RESTRICTIONS: State's use of the Software is restricted as follows:
a) The license granted herein is granted to the State and to any political subdivision or other entity permitted or authorized to procure Information Technology through the Department of Information Technology. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased at any time, subject to the restrictions on the maximum number of Users specified in the solicitation documents.
b) No right is granted hereunder to use the Software to perform Services for commercial third parties (so-called "service bureau" uses). Services provided to other State Departments, Agencies or political subdivisions of the State is permitted.
c) The State may not copy, distribute, reproduce, use, lease, rent or allow access to the Software except as explicitly permitted under this Agreement, and State will not modify, adapt, translate, prepare derivative works (unless allowed by the solicitation documents or statements of work,) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or any internal data files generated by the Software.
d) State shall not remove, obscure or alter Vendor's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Software.

5) SUPPORT OR MAINTENANCE SERVICES: This paragraph recites the scope of maintenance Services due under the license granted, if not superseded by a separate licensing and maintenance agreement or as may be stated in the solicitation documents. Subject to payment of a Support Service or Maintenance Fee stated in the solicitation documents for the first year and all subsequent years, if requested by the State, Vendor agrees to provide the following support Services ("Support Services") for the current version and one previous version of the Software commencing upon delivery of the Software:
a) **Error Correction:** If the error conditions reported by the State pursuant to the General Terms and Conditions are not corrected in a timely manner, the State may request a replacement copy of the licensed Software from Vendor. In such event, Vendor shall then deliver a replacement copy, together with corrections and updates, of the licensed Software within 24 hours of the State's request at no added expense to the State.
b) **Other Agreement**: This Paragraph 5 may be superseded by written mutual agreement provided that: Support and maintenance Services shall be fully described in such a separate agreement annexed hereto and incorporated herein
c) **Temporary Extension of License**: If any licensed Software or CPU/computing system on which the Software is installed fails to operate or malfunctions, the term of the license granted shall be temporarily extended to another CPU selected by the State and continue until the earlier of:
   i) Return of the inoperative CPU to full operation, or

ii) Termination of the license.

d) **Encryption Code:** Vendor shall provide any temporary encryption code or authorization necessary or proper for operation of the licensed Software under the foregoing temporary license. The State will provide notice by expedient means, whether by telephone, e-mail or facsimile of any failure under this paragraph. On receipt of such notice, Vendor shall issue any temporary encryption code or authorization to the State within twenty-four (24) hours; unless otherwise agreed.

e) **Updates:** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Updates") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of the Agreement.

f) **Telephone Assistance:** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four (4) hours or eight (8) hours or next business day, etc. *(edit this time to what you want your response time to be)*, for calls made at any time

6) **STATE PROPERTY AND INTANGIBLES RIGHTS:** The parties acknowledge and agree that the State shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other work products first originated and prepared by the Vendor for delivery to the State (the "Deliverables"). To the extent that any Vendor Technology is contained in any of the Deliverables, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's internal business purposes. Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

Section 4: Terms and Conditions Applicable to Personnel and Personal Services

1) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under the Agreement. Vendor will serve as the prime Vendor under the Agreement. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Such third-party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

a) Intellectual Property. Vendor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Inherent Services. If any Services or other Deliverables, functions, or responsibilities not specifically described in the Agreement are required for Vendor's proper performance, provision and delivery of the Services and other Deliverables pursuant to the Agreement, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract.

c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of the Agreement; and that entering into the Agreement is not prohibited by any Contract, or order by any court of competent jurisdiction.

2) **SERVICES PROVIDED BY VENDOR:** Vendor shall provide the State with implementation Services as specified in a Statement of Work ("SOW") executed by the parties. This Agreement in combination with each SOW individually comprises a separate and independent contractual obligation from any other SOW. A breach by Vendor under one SOW will not be considered a breach under any other SOW. The Services intended hereunder are related to the State's implementation and/or use of one or more Software Deliverables licensed hereunder or in a separate software license agreement between the parties ("License Agreement"). (Reserve if not needed)

3) **PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of the Agreement without prior written approval by the Agency Contract Administrator. The individuals designated as key personnel for purposes of the Agreement are those specified in the Vendor's offer. Any desired substitution shall be noticed to the Agency's Contract Administrator in writing accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under the Agreement. Upon such termination, the Agency may request acceptable substitute personnel or terminate the Contract Services provided by such personnel.

a) Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and other Deliverables.

b) Vendor personnel shall perform their duties on the premises of the State, during the State's regular workdays and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.

c) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
   i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
   ii) Such use does not conflict with any procurement law, regulation or policy, or
   iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.

d) Unless otherwise provided by the Agency, the Vendor shall furnish all necessary personnel, Services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. The Vendor shall be solely responsible for

acquiring any equipment, furniture, and office space not furnished by the State necessary for the Vendor to comply with the Agreement. The Vendor personnel shall comply with any applicable State facilities or other security rules and regulations.

4) **PERSONAL SERVICES**: The State shall have and retain the right to obtain personal Services of any individuals providing Services under the Agreement. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal Services, termination, default, merger, acquisition, bankruptcy or receivership of the Vendor to ensure continuity of Services provided under the Agreement. Provided, however, that the Agency shall not retain or solicit any Vendor employee for purposes other than completion of personal Services due as all or part of any performance due under the Agreement.

a) Vendor personnel shall perform any duties on the premises of the State during the State's regular workdays and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.

b) The State has and reserves the right to disapprove the continuing assignment of Vendor personnel provided by Vendor under the Agreement. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ best commercial efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure.

c) Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will provide suitable personnel at no additional cost to the State.

d) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:

   i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or

   ii) Such use does not conflict with any procurement law, regulation or policy, or

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

ATTACHMENT C: DEPARTMENT OF HEALTH AND HUMAN SERVICES TERMS AND CONDITIONS

C.1 NCDHHS PRIVACY AND SECURITY OFFICE (PSO) TERMS

C.1.1 COMPLIANCE WITH APPLICABLE LAWS

The Vendor shall comply with all electronic storage standards concerning privacy, data protection, confidentiality, and security including those of federal, state, and DHHS having jurisdiction where business services are provided for accessing, receiving, or processing all confidential information.

STATE AND NC DEPARTMENT OF HEALTH AND HUMAN SERVICES PRIVACY AND

The Vendor shall implement internal data security measures, and other industry security best practices utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, DHHS privacy and security policies. The Vendor will maintain all Privacy and security safeguards throughout the term of this agreement. In addition, the Vendor agrees to maintain compliance with the following:

a) NC DHHS Privacy Manual and Security Manual, both located online at:

https://policies.ncdhhs.gov/departmental/policies-manuals/section-viii-privacy-and-security

C.1.2 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

If the DHHS Division or Office determines that some or all the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (HIPAA), or its implementing regulations, the Vendor agrees to comply with all HIPAA requirements and will execute such agreements and practices as the Division or Office may require ensuring compliance.

C.1.3 CONFIDENTIALITY

a) The Vendor shall adhere to DHHS privacy and security policies, as well as those in the federal regulations including Rule at 45 C.F.R. Parts 160 and 164, subparts A and E , Security Standards at 45 C.F.R. Parts 160, 162 and 164, subparts A and C ("the Security Rule"), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).

b) **DUTY TO REPORT:** In addition to any DHHS Privacy and Security Office (PSO) notification requirements in a Business Associate Agreement (BAA) with a DHHS Division or Office pr om the North Carolina Department of Information Technology Terms and Conditions, the Vendor shall (1) report all suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or data destruction to the DHHS Privacy and Security Office at https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security within twenty-four (24) hours after the incident is first discovered. (2) If the privacy or security incident involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the vendor shall report the incident within

Rev. 2022.07.29

one (1) hour after the incident is first discovered. At a minimum, such privacy and security incident report will contain to the extent known: the nature of the incident, specific information about the data compromised, the date the privacy or security incident occurred, the date the Vendor was notified, and the identity of affected or potentially affected individual(s). (3) During the performance of this contract, the vendor is to notify the DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the vendor. In addition, the Vendor will reasonably cooperate with DHHS Divisions and Offices to mitigate the damage or harm of such security incidents.

C.1.4 CONTINUOUS MONITORING

a) The Vendor shall maintain compliance with the State Chief Information Officer's (CIO) Continuous Monitoring Process mandate, requiring that Vendors hosting state-owned data outside of NC DIT's infrastructure environment work with state agencies to implement a risk management program that continuously monitors risk through the performance of assessments, risk analysis, and data inventory.

b) Based upon NIST 800-137, ""Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations", the Vendor shall perform security/risk assessments on its information systems using the latest NIST 800-53 controls to assess its compliance with enterprise security standards as outlined below.

Security Assessment:

i. Vendors providing Infrastructure as a Service, Platform as a Service and/or Software as a Service for the state agency are required to obtain approval from the DHHS Privacy and Security Office to ensure their compliance with statewide security policies.

ii. To obtain such approval, the Vendor shall annually provide both a written attestation to its compliance and an industry recognized, third party assessment report, such as the Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, HITRUST CSF and ISO 27001. State agencies will be required to review these security assessment reports, assess the risk of each vendor, ensure completion of all findings using a Corrective Action Plan (CAP), and provide an annual certification to the Vendor's compliance to the State CIO.

The Vendor shall work with the state agency to provide a data inventory of all cloud hosted services, by assisting the state agency with completing a Privacy Threshold Analysis (PTA) documenting the data classification and the data fields hosted within the cloud, offsite, or Vendor-hosted environment. The Vendor shall review a Privacy Threshold Analysis (PTA) with the NC DHHS Privacy and Security Office annually and assist with updating the PTA when changes to the data being hosted occur.

DHHS Privacy & Security office may perform periodic independent security assessments of Vendor hosted applications on the public/private/hybrid cloud or On-Prem data centers. The Vendor must provide access to their applications' hosting environment and their key resources to DHHS designated resources and DHHS engaged vendors to perform a privacy & security risk assessment that includes vulnerability analysis, penetration testing,

and risk analysis based on the latest NIST 800-53, Federal, State and DHHS requirements.

C.1.5 OVERSIGHT

a) **RECORD RETENTION:** Records shall not be destroyed, purged, or disposed of without the express written consent of the DHHS Division or Office. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs is a minimum of ten years. The record retention period for the Health Insurance Portability and Accountability Act (HIPAA) is six years. For the Internal Revenue Service (IRS) and the Social Security Administration (SSA), the record retention period is seven years.

C.1.6 FLOW-DOWN

In addition to the subcontracting requirements in Paragraph 4) of the NCDIT Terms and Conditions, Attachment B, Section 1: (1) if a sub-contractor is used in the performance of this contract,   written approval of the NC DHHS PSO (Privacy and Security Office) is also required; and (2) Vendor must include without modification all the security and privacy terms and conditions in this Attachment C, Department of Health and Human Services Terms and Conditions in each sub-contract.

C.2 TRANSITION ASSISTANCE

If the Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Vendor must provide for up to three (3) months after the expiration or cancellation of the Contract ("Transition Period"), all reasonable transition assistance requested by the Agency, 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 Agency or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The Agency 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 Agency will be entitled to offset the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the Agency may have otherwise accrued as a result of said cancellation.

a. In the event transition assistance becomes necessary, the Parties will meet to discuss transition, including turnover procedures, the transition meeting schedule, and any risks, barriers, assumptions, and mitigation strategies for transition.

b. During the Transition Period, the Vendor will continue to provide services to the Agency without cessation or alteration. The Transition Period may be modified as agreed upon in writing by the parties in a Contract amendment, including adding additional transition services.

c. The Vendor will provide a draft of its Transition Plan to the Agency within ninety (90) calendar days after Contract award. The Transition Plan will describe how the Vendor will transition responsibility to the Agency or its designees if a Transition Event occurs. The Transition Plan must adhere to the requirements included in Attachment J. MINIMUM CONTENT FOR PROJECT AND O&M DELIVERABLES.

d. Within thirty (30) calendar days of receiving/providing notice of intent to terminate or of Contract expiration and no later than ninety (90) calendar days prior to termination or expiration of the Contract, the Vendor will develop and deliver to the Agency an updated Transition Plan. The updated Transition Plan will document the steps required to transition the Confidential Information from the Vendor to the Agency or its designee. The Vendor will obtain the Agency's approval of its updated Transition Plan and will be required to update and obtain the Agency's approval of revisions to its plan as revisions are made.

e. If the Solution is Vendor-Hosted, the Vendor will be required to perform both the tasks included above in paragraphs 12) a)-d) and the additional tasks listed below:

   i.   During the Transition Period, the Vendor will extract and/or transition to the Agency a full backup of all Agency's Confidential Information/State Data collected, stored, and maintained by the Solution in an agreed upon usable format, at no cost to the Agency. The Agency's Confidential Information/State Data will be delivered to the Agency no later than sixty (60) calendar days after the start of the Transition Period, at no cost to the Agency. At the request of the Agency, the Vendor will be required to provide technical support for at least thirty (30) calendar days after delivering the Agency's Confidential Information/State Data to the Agency for the purpose of assuring the format and contents of the Agency's Confidential Information/State Data are accurate and meet the needs of the Agency. The Agency's Confidential Information/State Data must be organized by Entity Relationship Diagram (ERD) and accompanied by the following documentation unless this documentation is being maintained by State technical staff:

      1. Diagram of all the Solution tables and databases;

      2. Data dictionaries for all tables/databases; and

      3. Related reference files and coding guides.

   ii. Upon receiving written notice from the Agency, the Vendor will destroy or purge any Confidential Information provided by or for the Agency during the Contract term, from all Vendor or hosting service provider databases, electronic files, or paper files (including backups). This destruction or purge should only occur following both the Vendor's receipt of the Agency's written request and the Agency's confirmation that the Agency's Confidential Information/State Data has been delivered and received in a usable,

archivable format. When the Agency directs the Vendor to destroy or purge all Confidential Information/State Data within its and its hosting service provider's infrastructure and possession, in electronic or paper form, the Vendor and the hosting service provider will be required to certify in writing within thirty (30) calendar days of the Vendor receiving such written notice that all Confidential Information/State Data referenced above has been destroyed or purged.

iii.   The Vendor will be required to ensure that its hosting service provider, if any, also complies with the Transition Period obligations in this section.

iv.   Until the Vendor has certified the completion of the data destruction or purge, the Vendor will continue to comply with all data security sections within this RFP even after the resulting Contract has terminated or expired.

C. 3Stablization

During the Project Execution Phase, Vendor will provide support until the Solution has been stabilized. The Solution will be deemed "stable" when it is available and has been operating continuously for ninety (90) consecutive Calendar Days following Deployment so that users can successfully log into the Solution and perform their daily work 24x7x365 (excluding scheduled maintenance periods) without frequent system lockups, freezes, or shutdowns. If a Category 1, 2 or 3 Defect or issue occurs during the 90-day Stabilization Period, the Vendor must resolve the Defect/issue in accordance with the table below and the Defect/issue must remain resolved by the end of the 90-day Stabilization Period or resolved within the Defect resolution time outlined below for Defects that occur at the end of the Stabilization Period and the resolution time extends beyond the 90-day Stabilization Period. Any Defect that is not resolved within the specified timeframe is subject to the Liquidated damages outlined below. These Severity 1, 2, or 3 Defects do not include any issues that may arise that are outside of Vendor responsibility, which are also summarized below. The Severity Levels are defined in the following table and will be included in the Service Level Agreement.

Liquidated Damages. The State and the Vendor agree to the specific standards set forth in this Contract. Vendor shall maintain and follow the Service Level Agreement below. It is agreed between the Vendor and the State that the failure to meet the Service/Performance Levels identified in the Service Level Agreement below would cause damages to the State that would be difficult or impossible to determine with accuracy. The Vendor agrees that its failure to meet the Service/Performance Level may or will affect the delivery of (goods/services, etc.), either directly or indirectly and may or will result, directly or proximately, in monetary damages to the State; therefore, the actual amount of such injury and damage will be impossible or extremely difficult to calculate. The State and the Vendor therefore agree that the liquidated damages set out in the table below shall be a reasonable approximation of the damages that shall be suffered by the State.

1)   Vendor agrees that the Vendor shall pay liquidated damages to the State in the instances and in the amounts set forth in the below table. The Parties also agree that the stated liquidated damage amounts are reasonable and not punitive. Accordingly, in the event of such damages, at the written direction of the State, the Vendor shall pay the State the indicated amount as liquidated damages, and not as a penalty.

2)   Amounts due the State as liquidated damages, if not paid by the Vendor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Vendor pursuant to this Contract. The State will notify the Vendor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Vendor. No delay by the State in assessing or collecting liquidated

damages shall be construed as a waiver of such rights. The imposition and payment of liquidated damages shall not affect or waive any other rights of the State to enforce or terminate this Contract. In cases where actual damages can be determined, liquidated damages shall not apply.

3) If the State elects not to impose liquidated damages in a particular instance, this decision shall not be construed as a waiver of the State's right to pursue future assessment of performance standards and associated liquidated damages; nor construed to limit any additional remedies available to the State.

4) The Vendor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, labor unrest, and third-party carrier matters outside the control of Vendor; but in every case the delays must be beyond the control and without the fault or negligence of the Vendor.

The Service performance Levels and liquidated damage for each are as follows:

Category	Description	Response Time	Diagnosis Time	Resolution Time	Remedy
Category 1 (Major Problem)	An outage that results in the unavailability of the Solution or the Solution's hosting environment or a Defect that has persisted at the Severity 2 level for more than 48 hours.	1 hour	1 hour	24 hours	1. $100 per minute beyond the resolution time
Category 2 (Critical Problem)	An outage where the Solution or the Solution's hosting environment is available but one or more of the Critical Functions provided by the Solution is not operational, and a Workaround does not exist, or a Severity 3 problem that has persisted for more than five (5) business days.	1-2 hours	24 hours	48 hours	1. $75 per minute beyond the resolution time
Category 3 (Minor Problem)	Degradation of Non-Critical System Functions that has persisted for more than eight (8)	1 business day	3 business days	5 business days	1. $35 per minute beyond the resolution time

Rev. 2022.07.29

Category	Description	Response Time	Diagnosis Time	Resolution Time	Remedy
	business hours.				
Category 4 (Changes)	Request for Changes to the Solution.	3 business days	5 business days	N/A	N/A
Category 5 (General Requests)	General questions or informal contacts.	3 business days	5 business days	2 business weeks	N/A

Rev. 2022.07.29

ATTACHMENT D: 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	

Rev. 2022.07.29

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 Agency of historically Underutilized Businesses at 919-807-2330 with questions concerning NC HUB certification. http://ncadmin.nc.gov/businesses/hub

<u>Respond to the questions below.</u>

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 E: COST FORM

Cost Table 1: Project Execution					
Item	Cost Category	Per Unit Cost	Extended Cost (All Units)	Optional Cost	Project Subtotal
1	Software and Licensing Fees for Year 1				
2	Additional Modules required/proposed for Year 1				
3	Third-party Software for Year 1				
4	Installation/configuration/ integration/ transition costs				
5	Customization required or proposed addressing specifications (itemize in an attachment)				
6	Conversion and migration of Legacy Data				
7	Project Deliverables (excluding Data Conversion, Training Materials, Training, and Escrow agreement)				
8	Training and Training Materials				
9	Customer Support to include Help Desk and Technical Support, if not included in Software License				
10	Escrow				
11	Change Hours (400 hours) for Year 1				
12	Other Costs (itemize in an attachment)				
Project Execution Subtotal					
13.a	Annual Maintenance and State Hosting Option (Contract Year 1)				

Rev. 2022.07.29

Cost Table 1: Project Execution					
Item	Cost Category	Per Unit Cost	Extended Cost (All Units)	Optional Cost	Project Subtotal
13.b	Annual Maintenance and Vendor Hosting Option if not included in License fees (Contract Year 1)				
Project Execution Total – Vendor Hosting					
Project Execution Total – State Hosting					

a) Cost Table 2: Operations and Maintenance

Provide the firm, fixed O&M cost, inclusive of all O&M tasks and the Software License cost for each year during O&M. If a cost category (or column) is not relevant for the proposed Solution, indicate with "N/A" in the appropriate row/column. The cost for partial years of O&M will be prorated.

Cost Table 2: Operations and Maintenance: Initial Contract Years 1-3 and Optional Contract Years 4 and 5							
Item	Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	O&M Sub-total
1	Software and Licensing Fees	list in Cost Table 1					
2	Additional Modules	list in Cost Table 1					
3	Third-party Software	list in Cost Table 1					
4	Installation/ configuration/ integration/ transition costs addressing Priority 2 specifications (itemize in an attachment)	list in Cost Table 1					

Cost Table 2: Operations and Maintenance: Initial Contract Years 1-3 and Optional Contract Years 4 and 5							
Item	Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	O&M Sub-total
5	Customization required or proposed addressing Priority 2 specifications (itemize in an attachment)	list in Cost Table 1					
6	Conversion and migration of Legacy Data	list in Cost Table 1	N/A	N/A	N/A	N/A	
7	Project Deliverables (excluding Data Conversion, Training Materials, Training, and Escrow agreement)	list in Cost Table					
8	Training and Training Materials	list in Cost Table 1					
9	Customer Support to include Help Desk and Technical Support, if not included in Software License	list in Cost Table 1					
10	Escrow	list in Cost Table					
11	Change Hours (200 hours)	list in Cost Table					
12	Other Costs (itemize in an attachment)	list in Cost Table					

Rev. 2022.07.29

Cost Table 2: Operations and Maintenance: Initial Contract Years 1-3 and Optional Contract Years 4 and 5							
Item	Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	O&M Sub-total
O&M Subtotal		list in Cost Table					
13.a	Annual Maintenance and State Hosting Option						
13.b	Annual Maintenance and Vendor Hosting Option if not included in License fees						
O&M Total – Vendor Hosting		N/A – list in Cost Table 1					
O&M Total – State Hosting		N/A – list in Cost Table 1					

b) Cost Table 3: Total Cost of Contract

Cost Table 3 provides a summary of the Total Cost of the Contract for five (5) years.

Cost Table 3: Total Cost of Contract				
Item	Cost Category	Project Execution Total	O&M Total	Grand Total
1	Software and Licensing Fees			
2	Additional Modules			
3	Third-party Software			
4	Installation/ configuration/ integration/ transition costs			

Cost Table 3: Total Cost of Contract				
Item	Cost Category	Project Execution Total	O&M Total	Grand Total
5	Customization required or proposed addressing Priority 2 specifications (itemize in an attachment)			
6	Conversion and migration of Legacy Data			
7	Project Deliverables (excluding Data Conversion, Training Materials, Training, and Escrow agreement)			
8	Training and Training Materials			
9	Customer Support to include Help Desk and Technical Support, if not included in Software License			
10	Escrow			
11	Change Hours			
12	Other Costs (itemize in an attachment)			
O&M Subtotal				
13.a	Annual Maintenance and State Hosting Option			
13.b	Annual Maintenance and Vendor Hosting Option if not included in License fees			
O&M Total – Vendor Hosting				
O&M Total – State Hosting				

Rev. 2022.07.29

c) Cost Table 4: Professional Services Hourly Rate

List the hourly rate for value-added services provided by the Vendor upon request by the Division for each Contract year.

			Cost Table 4: Professional Services Hourly Rate				
Item	**Cost Category**	**Year 1**	**Year 2**	**Year 3**	**Optional Year 4**	**Optional Year 5**	**Total**
1	Professional Services Hourly Rate						

ATTACHMENT F: 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:

Rev. 2022.07.29

ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

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

1) The location of work to be performed by the Vendor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Vendor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.

2) Any Vendor or subcontractor providing support or maintenance Services for software, call or contact center Services shall disclose the location from which the call or contact center Services are being provided upon request.

Will Vendor perform any work outside of the United States? ☐ YES ☐ NO

Rev. 2022.07.29

ATTACHMENT H: REFERENCES

<u>REFERENCES:</u>

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 offered solution implementation.

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.

The information obtained will be considered in the evaluation of the proposal.

ATTACHMENT I: 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   ☐ Yes   ☐ No
   addressing significant issues? If yes, please explain and provide a copy
   of the notification letters.

6. Are the financial figures below based on audited financial statements?   ☐ 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:

Rev. 2022.07.29

	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)			

Rev. 2022.07.29

ATTACHMENT J: MINIMUM CONTENT FOR PROJECT AND O&M DELIVERABLES

Project Deliverable and Delivery Provisions	*Project Deliverable Purpose and Content*
Kick-Off Meeting **Delivery Provision:** Within ten (10) State Business Days of the Contract Award.	**Purpose/Description:** The **Kick-Off Meeting** is held to formally notify all team members, clients, and Stakeholders that Vendor engagement on the project has begun and to make sure everyone has a common understanding of the project and their roles. The State Project Manager will facilitate this meeting and will work with Vendor to set the meeting agenda. **Minimum Content:** The agenda of the meeting will include, at a minimum: • Project Execution Phase scope, approach and timeline; • Introduction of management and technical Vendor resources assigned to the Project Execution Phase; • Review of Vendor, NCDHHS, and State Project Management Methodology to be used for the Project Execution Phase; • Status reporting mechanisms and timeframes; • Deliverable review process; • Lines of communication and reporting relationships; • Identify schedule for upcoming meetings related to the Vendor's Deliverables required by key dates after Contract award; • Identify high-risk or problem areas; and • Project assumptions, dependencies and constraints.
Project Kick-Off Meeting Report **Delivery Provision:** Within three (3) State Business Days of the Project Kick-Off Meeting.	**Purpose/Description:** The **Project Kick-Off Meeting Report** summarizes the Vendor's understanding of the State and NCDHHS Methodology and Project management process expectations, Deliverables, Project Execution Phase details and all understandings and action items resulting from the Meeting. **Minimum Content:** As described in Purpose/Description for this Deliverable.
Executed Escrow Agreement and Escrowed Solution Source Code (if COTS product(s) are included in proposals) **Delivery Provision:** Within thirty (30) State Business Days of the Effective Date of the Contract. The final	**Purpose/Description:** The **Escrow Agreement** is a contractual agreement between the Agency, Vendor and a third-party Escrow Agent that has data storage hardware physically located within the State of North Carolina. The **Escrow Agreement** will specify the delivery schedule an ongoing management of Vendor's delivered Base Product in escrow. The Vendor will then Escrow the Base Product(s), and certify the escrowed Changes made to create the Solution (i.e., Solution Source Code).

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	*Project Deliverable Purpose and Content*
Escrow Agreement will be executed ten (10) days after Agency approval, and the Base Product(s) escrowed. Escrow Updates: Contract duration.	**Minimum Content:** • Subject and scope of the escrow; • Obligation of the licensor to put updated versions of the software in escrow at specific intervals; • Conditions that must be met for the Escrow Agent to release the source code to the licensee; • Rights obtained by the licensee with respect to the source code after the release of the software; • Services provided by the Escrow Agent beyond a simple custody of the source code; • Non-compete clauses in the license agreement as appropriate; and • Fees due to the Escrow Agent for its services.
Vendor Project Schedule **Delivery Provision:** Draft submitted as part of the Vendor Proposal and reviewed with Agency within fifteen (15) days of Contract award. Final schedule due within twenty (20) State Business Days of the Contract award. Schedule Baseline is due once the Agency accepts the final Vendor Project Schedule. Project Execution Contract Phase Duration, updated weekly two (2) days prior to next scheduled Project Status Meeting; and ad hoc as requested by the Agency.	**Purpose/Description:** The **Vendor Project Schedule** defines all the tasks necessary for the Vendor proposed project delivery method, associated interdependencies, and task resource assignments to execute the project. Vendor **Project Schedule** will: be developed with Microsoft Project™ or a Microsoft Project compatible product. **Minimum Content:** • Clearly map to the State's and NCDHHS's Project Management Stages, and Sprint Cycles/Modules/Milestones and Deliverables outlined in this RFP; • Sub-divide all tasks until no more than eighty (80) hours are allocated to each task; • Identify each Sprint Cycles/Modules/Milestones/ Deliverables cycle • Identify capability/functionality developed by the Sprint Cycles/Modules/Milestones/ Deliverables • The expected duration of the Sprint Cycles/Modules/Milestones/ Deliverables • The order of the Sprint Cycles/Modules/Milestones/ Deliverables • Projected task start and end dates; • Major business decision points and Deliverables defined in this RFP; • Projected Sprint Cycles/Modules/Milestones/decision point due dates; • Task dependencies;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content

	• WBS references for each task and Sprint Cycles/Modules/Milestones;
	
	 • Resource task assignments and usage for all NC NCDHHS staff, Vendor staff, and project team staff from any other organizations; and
	
	 • When allocating work to Agency or other State personnel, the Vendor Project Schedule must:
	
	    ○ Be based upon a forty-hour (40) week (8:00 a.m. through 5:00 p.m., Monday through Friday Eastern Time); and
	
	    ○ Accommodate that many of the Agency or other State personnel will not be assigned full time to this project and will not complete work on North Carolina State Government holidays (https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays).

Vendor Project Management Plan **Delivery Provision:** Draft plan submitted as part of the Vendor Proposal. Final plan submitted in accordance with the date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, as needed, if staffing levels change, provide a revised Organization Chart.	**Purpose/Description:** The **Vendor Project Management Plan** describes how the Vendor's engagement during the Project Execution will be executed, monitored, and controlled. **Minimum Content:** • Project background; • Project objectives; • Project success criteria and contingencies; • Project assumptions and constraints; • Project scope; • Project high-level timeline; • Project Deliverables; • Project management methodology and approach; • Entrance and exit criteria for specific project Sprint Cycles/Modules/Milestones; • Status reporting requirements and mechanisms, including update of Vendor Project Schedule progress; • Monitoring and control mechanisms and corrective plan notification; • Technical approach, including transition management; • The organizational information, including organizational chart that reflects roles and responsibilities for Vendor and subcontractors (if applicable);

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Knowledge transfer strategy; and • Documentation Deliverable and record management approach
Vendor Project Staffing Plan **Delivery Provision:** Submitted as part of the Vendor Proposal. Final plan within twenty (20) State Business Days of the Contract award. Project Execution Contract Phase Duration, updated weekly two (2) days prior to next scheduled Project Status Meeting; ad hoc as requested by the Agency.	**Purpose/Description:** The **Vendor Project Staffing Plan** contains the amounts of Vendor labor resources needed to accomplish the project tasks. **Minimum Content:** • A list of all labor resources (i.e., staffing); • The roles and responsibilities of all staffing resources; • The percentage of each staffing resource's time needed in each phase/stage; • Specification of how long each resource will be needed for each stage of the project; • Definition of skills required of each staffing resource; and • Plan for resource turnover.

Project Communication Plan and Communications Matrix
 	
Delivery Provision: The date defined in approved Vendor Project Schedule. Agency responsibility for Project Execution Contract Phase Duration; Vendor provides updates as needed.
	Purpose/Description: The **Project Communication Plan** describes the processes required to ensure the timely generation, collection, dissemination, storage, and disposition of project information to project Stakeholders. The **Project Communication Plan** also provides a method to identify planned and typical methods of exchanging information both within the project and with Stakeholders and interested parties external to the project. The plan will include or be accompanied by a **Communications Matrix** that identifies current individuals in each communication group, contact information. Vendor will work with the Agency to define and document the **Project Communication Plan** and **Communication Matrix**.
	
	Minimum Content:
	
	• Project Communication Plan:
	
	    o Stakeholder communication requirements;
	
	    o Information to be communicated, including language, format, content and level of detail;
	
	    o Reason for the distribution of information;
	
	    o Timeframe and frequency for the distribution of required information and receipt of acknowledgement of response, if applicable;
	
	    o Roles and responsibilities regarding the creation, approval/authorization, and transmission of communications;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	o Person or groups that will receive the information;
	o Methods and technologies used for communications (e.g., email, reports, memos, SharePoint, newsletters, website, press releases, etc.); and
	o Escalation procedures identifying timeframes and the management chain (i.e., individuals) for escalation of issues for resolution;
	• Communication Matrix:
	o A list of all Stakeholder groups and members of each group with contact information;
	o Project meeting schedule and attendees; and
	o A project documentation list to include the document name, the distribution frequency/schedule, the documentation format, the archival location, the distribution list, and the distribution method.
Project Risk and Issues Management Plan, Project Risk Watch List Matrix, and **Project Issues Log** **Delivery Provision:** The date defined in the Agency's Project Schedule. Agency responsibility for Project Execution Contract Phase Duration; risks and issues identified by Vendor will be reported on Vendor Status Reports and other communication mechanisms as Defined in the Project Risk and Issues Management Plan.	**Purpose/Description:** The **Project Risk and Issues Management Plan** identifies the process, procedures and tools utilized to identify, mitigate, resolve, and manage risk/issues for Project Execution Phase through a systematic and controlled process. The **Project Risk and Issues Management Plan** also includes a **Project Risk Watch List Matrix** to document and track the mitigation of risks identified during the project, and a **Project Issues Log** that provides a detailed description of the issues for the Project and how those issues will be addressed and resolved. **Minimum Content:** • The Project Risk and Issues Management Plan: o Processes for identifying and assessing risks/issues; o Determining effective risk mitigation/resolution actions; o Monitoring and reporting progress in mitigating/resolving risks/issues; o Definition of risk/issue categories o Budget; o Quality; o Resource; o Schedule; o Scope; and

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content

	o Technical;
	
	o Definitions and rating scale of risk/issue severity;
	
	o For risks, definitions and rating scale of risk probability;
	
	o Escalation procedures; and
	
	o Tools used for the risk/issue management process.
	
	• The Project Risk Watch List:
	
	  o Unique identification number;
	
	  o Description of the risk;
	
	  o Date risk was identified;
	
	  o Escalation procedures;
	
	  o Person assigned to take actions to mitigate the risk and date of assignment;
	
	  o Area(s) impacted by the risk;
	
	  o Risk category;
	
	  o Signs and symptoms of the risk;
	
	  o Probability of the risk occurring;
	
	  o Severity of impact if the risk were to occur;
	
	  o A risk score based on probability and severity;
	
	  o Mitigation strategy with a complete history of all actions taken;
	
	  o Date risk closed; and
	
	  o Comments.
	
	• Project Issues Log:
	
	  o Unique ID;
	
	  o Description of the issue;
	
	  o Date received or identified;
	
	  o Person assigned to resolve the issue and date of assignment;
	
	  o Issue category;
	
	  o Issue severity;
	
	  o Final resolution with a complete history of all activities and the resolution date; and
	
	  o Comments.

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Vendor Software Quality Assurance Plan **Delivery Provision:** The date defined in approved Vendor Project Schedule. Review and update each time the plan is impacted.	**Purpose/Description:** The **Vendor Software Quality Assurance Plan (SQAP)** establishes the goals, processes, and responsibilities required to implement effective quality assurance functions for the Project Execution Phase. In addition, the plan outlines the verification and validation (V&V) processes that Vendor uses to determine how Vendor products conform to their requirements and fulfill their intended use and user expectations. **Minimum Content:** • The purpose and scope of the quality assurance effort; • The QA methodology; • The QA organization; • The QA staff roles and responsibilities; • QA estimated resources; • The QA tasks for the Project Execution Phase; • The entrance and exit criteria for the QA tasks; • Applicable federal, State, departmental, and Vendor standards, policies and procedures to include coding, design, data documentation, user interface, security, disaster recovery, and commentary standards; • Applicable practices, conventions, and metrics; • A description of evaluation criteria and results reporting requirements and mechanisms; • Minimum documentation required for QA review and audit; • QA tools, methods and techniques; • Controls for media, security, disaster recovery, and suppliers; • V&V methodology to include approach, scope of work products, V&V techniques, roles, responsibilities, estimated resources, tasks for Project Execution Phase, and results reporting; • Records collection, maintenance and retention; • Identification and implementation of corrective action plans; and • Quality Assurance reporting.
Project Change Management Plan, Project Change Request Form, and	**Purpose/Description:** The **Project Change Management Plan** is the formal document that establishes requirements and processes for documenting, managing and controlling changes within a project. The

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content

Project Change Request Log
 	
Delivery Provision: The date defined in Agency's Project Schedule**.** Agency responsibility for Project Execution Contract Phase Duration; Vendor to submit Change Request Form when required or upon Agency request. The Agency will maintain the Project Change Request Log and provide updates to The Vendor and Project Team at each Project Status Meeting
	Project Change Management Plan also includes a **Project Change Request Form** and a **Project Change Request Log**.
	
	Minimum Content:
	
	• Project Change Management Plan:
	    o Change control process;
	    o Roles and responsibilities for Change Management;
	    o Change request review turnaround times;
	    o Change request evaluation criteria;
	    o Change priority definitions;
	    o Change approval process – amendment or CR only; and
	    o Change payment process.
	• Project Change Request Form:
	    o Unique ID;
	    o Date created;
	    o Requestor name and contact information;
	    o Type of change;
	    o Project name;
	    o Severity of impact;
	    o Priority for change;
	    o Description of the change;
	    o Justification for the change;
	    o Schedule impact;
	    o Scope impact;
	    o Estimated Cost of change;
	    o Person hours associated with change;
	    o Type and number of resources needed; and
	    o Approvals (approval or rejection) and date approved/rejected.
	• The Project Change Request Log:
	    o Unique ID;
	    o Description of the change;
	    o Requestor;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	o Date submitted;
	o Priority for change;
	o Estimated Cost;
	o Target Completion Date;
	o Decision (Approval or rejection);
	o Date approved/rejected; and
	o Comments.
Security Plan. **Delivery Provision:** Submitted as part of the Vendor Proposal with final submission as defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, reviewed at a minimum every six (6) months, and updated after the system infrastructure requirements and design are finalized. Contract Duration in O&M Contract Phase, assist the Agency to update at a minimum every six (6) months or by a change or Solution Change.	**Purpose/Description:** The **Security Plan** details the types of computer security required for the Solution based on the type of information being processed and the degree of sensitivity needed. The Security Plan will meet or exceed all State and federal security requirements. **Minimum Content:** • The security categorization of the Solution including supporting rationale; • Full descriptive name of the information system including associated acronym; • Unique information system identifier (typically a number or code); • Solution owner, Data Steward/Custodian, and authorizing official including contact information; • Information on the organization(s) that manages, owns and controls the Solution; • Location of the Solution and environment in which it operates; • Version or release number of the Solution; • Purpose, functions, and capabilities of the Solution and details of the essential functions or business processes supported; • Technical security architecture; • Status of the Solution with respect to acquisition or life cycle; • Applicable laws, directives, policies, regulations, or standards affecting the security of the Solution; • Describes the security controls in place or planned for meeting data security requirements including a rationale for the tailoring and supplementation decisions; • Types of data processed, stored, and transmitted by the Solution;

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Boundary of the Solution for risk management and security authorization purposes;
	• Architectural description of the Solution including network topology;
	• Hardware and firmware devices included within the Solution;
	• Solution and applications software resident on the Solution;
	• Hardware, software, and system interfaces (internal and external);
	• Subsystems (static and dynamic) associated with the Solution;
	• Data flows and paths (including inputs and outputs) within the Solution;
	• Cross domain devices/requirements;
	• Network connection rules for communicating with systems (both internal and external);
	• Interconnected systems and identifiers for those systems;
	• Encryption techniques used for information processing, transmission, and storage;
	• Cryptographic key management information, (e.g., public key infrastructures, certificate authorities, etc.);
	• End user types including organizational affiliations, access rights, privileges, citizenship (if applicable);
	• Ownership/operation of the Solution, (e.g., government-owned, government-operated; government-owned, contractor- operated; contractor-owned, contractor-operated; federal [state and local governments, grantees]);
	• Security authorization date and authorization termination date;
	• Incident response outline with points of contact;
	• Other information as required by the organization;
	• For Vendors proposing Vendor-Hosted Solutions, the schedule for submission of the SOC 2 Type 2 or equivalent Third-Party Security/Risk Assessment Report; and
	• Site Security Plan (SSP) as required.
	NIST Special Publication 800-18 provides guidance and can serve as a basis for the development of the Solution security plan.

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Technical Architecture Diagrams (TAD) **Delivery Provision:** The Conceptual, Preliminary and Detailed TASD Documents: The date defined in approved Vendor Project Schedule. Duration of Project Execution updated after the Operations and Maintenance Planning is complete. Contract Duration in O&M Contract Phase, assist the Agency to update at a minimum every twelve (12) months or whenever impacted.	**Purpose/Description:** The **Technical Architecture Diagrams** Architecture Diagrams describe the design of the technical architecture on which Solution will reside when deployed for production use, and the functional components that make up Solution. These deliverables are progressively refined as the Solution is designed, developed and implemented. At a minimum, the Vendor must provide Network and Technology Stack Architecture Diagrams listed on https://it.nc.gov/services/vendor-engagement-resources. These diagrams may be refined by the Vendor during development of the Solution. There may be additional architectural diagrams requested of the Vendor after award. This will be communicated to the vendor by the Agency as needed during the Project. Templates for any additional diagrams will be provided to the Vendor after award. **Minimum Content:** • Network and Technology Stack Architecture Diagrams listed on https://it.nc.gov/services/vendor-engagement-resources.
Configuration and Release Management Plan **Delivery Provision:** The date defined in approved Vendor Project Schedule. Contract Duration, review and update each time the plan is impacted. Contract Duration in O&M Contract Phase, review and update each time the document is impacted.	**Purpose/Description:** The **Configuration and Release Management Plan** explains the methodology for identifying and controlling the functional and physical design characteristics of configurable items throughout the software development life cycle (SDLC). It also will describe version control for all technical environments. **Minimum Content:** • List of all functional and physical items (configuration items) included in the scope of configuration management, which includes hardware, software and design; • Method and procedure for controlling changes to configuration items; • Configuration management activities; • Configuration management roles and responsibilities; • Change status reporting method for configuration items; • Method for ensuring that control will be maintained over design, development, production, installation and support configuration items; • Method for ensuring that Vendor inspections demonstrate acceptability to the Agency of material and services will be performed; • Evidence of a disciplined integrated systems development approach; and

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Release management roles and responsibilities, practices/processes, and activities.

Training Plan
 	
Delivery Provision: The date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, review and update each time the plan is impacted.
	Purpose/Description: The **Training Plan** identifies the strategy, short- and long-term objectives, the work, requirements, and procedures to be carried out to achieve agreed objectives for training staff effectively. The **Training Plan** clearly describes the Vendor's strategy for performing role-based training and defines specifically how the training materials will be developed and how the Agency's requirements will be met.
	
	Minimum Content:
	
	• Purpose and scope of the training effort;
	
	• Types of training to be delivered, including technical, system, train-the-trainer, and end user role-based training;
	
	• A description of training sessions by type of training and the different groups to be trained in each type of training, including:
	
	    o Goals for training sessions;
	
	    o Browser version compatibility;
	
	    o User Profiles of users to be trained;
	
	    o Prerequisites for users;
	
	    o Business functions and processes covered in each training session; and
	
	    o Hours required for each training session;
	
	• Delivery mechanism for each type of training (e.g., webinar, in-person, train-the-trainer, electronic documentation, CD/DVD);
	
	• Staffing, including roles and responsibilities to develop and deliver the training;
	
	• Training activities and tasks, including the timing of the training material development and training delivery;
	
	• Training planning and preparation, including training locations, tools, documentation, scheduling, pre-requisites, staffing, and other key training elements;
	
	• Hardware, software, data, and facilities or materials needed to support the training effort; and
	
	• Training feedback mechanism and training evaluation methods.

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content

Test Plan
 	
Delivery Provision: The date defined in approved Vendor Project Schedule**.** Project Execution Contract Phase Duration and Duration of Contract, review and update each time the plan is impacted. Contract Duration in O&M Contract Phase, review and update each time the document is impacted.
	Purpose/Description: The **Test Plan** provides the Vendor's testing strategy that includes resources required, time requirements, entry and exit criteria, test activities and tasks, and tests to be performed.
	
	Minimum Content:
	
	• Categories of testing to be conducted as appropriate to the technical Solution; at a minimum, Vendor will perform Unit Testing, System Testing (including error handling), Regression Testing, Integration Testing, Performance Testing, and Accessibility Testing;
	
	• Definitions of defect levels;
	
	• Defect management to include:
	    o Processes for identifying, assessing, and prioritizing defects;
	    o Determining effective defect remediation actions;
	    o Monitoring and reporting progress in remediating defects;
	    o Definition of defect categories;
	    o Definitions and rating scale of defect severity;
	    o Roles and responsibilities in defect management;
	    o Tools used for the defect management process;
	    o Defect testing and release for testing: and
	    o Requirements for defect management status reporting, including report format;
	
	• For each test category:
	    o Test scope;
	    o Test goals;
	    o Entry and exit criteria;
	    o The acceptance criteria; and
	    o Test data requirements;
	
	• Testing activities and tasks;
	
	• Roles and responsibilities to conduct testing and defect management;
	
	• Automated testing tools, if any (i.e., specific release and version of the product);
	
	• Test environment requirements and set up;

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Tools and mechanisms to track and report test results and defect resolution status; and • Formats and information to be included in test results reports, and the frequency of reports. • Test strategies for the O&M Contract Phase will be defined in the Operations and Maintenance Plan; testing performance standards will be defined in the Service Level Agreement.
Deployment Plan **Delivery Provision:** The date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, updated during the deployment preparation.	**Purpose/Description:** The **Deployment Plan** clearly defines the approach to deploy the Solution once it has been developed and fully tested or when a major software release occurs. **Minimum Content:** • Purpose and scope of the deployment effort; • Strategy for phased deployment; • Processes and procedures that must be adopted by the Agency /State to deploy Solution/release; • Hardware and software acquisitions; • Approach and procedures to configure network, install hardware and software; • Deployment activities and tasks to include: deployment, updating end-user devices, training, Help Desk and defect reporting procedures, and communications; • Timing and scheduling of deployment activities and tasks; • Deployment planning and preparation, including site visits, site readiness verification; • Security considerations; • Hardware, software, facilities or materials needed to support the deployment; • Training of deployment staff; • Deployment risk factors; • Approach to transitioning staff to use the new system/new system release; • Deployment assurance and control; • Contingency plans if key implementation activities are not completed in the timeframe planned;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Software support during deployment; • Solution performance monitoring; • Post deployment support during the Stabilization Period; • Roles and responsibilities to conduct deployment; • Deployment schedule; • Actions that must be completed by the Agency and State to deploy the Solution; • Subset of Test Cases and Test Scripts to be used by Vendor and Agency to conduct a Validation Test to technically validate the deployment of the Solution; and • Subset of UAT Test Cases and Test Scripts to be used by the Agency to validate the deployment of the Solution.
Gap Analysis Document **Delivery Provision:** The date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, update as applicable; review at least once every six (6) months, final updates during Implementation.	**Purpose/Description:** The **Gap Analysis Document** provides a point-by-point comparison of each required system function to functions of the commercial off-the-shelf (COTS) solution(s) (i.e., Base Product(s)). **Minimum Content:** • Definition and description of each customization and configuration necessary to the COTS solution(s) to meet the Agency's specifications, including any associated costs for specifications identified during Gap Analysis that were not part of the Contract; and • List of Solution roles and access permissions.
Solution Requirements Document **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration update as applicable after the detailed design is complete, final updates during Implementation. Contract Duration in O&M, review and update each time the document is impacted.	**Purpose/Description:** The **Solution Requirements Document** provides detailed requirements for the Solution, including Configurations and Customizations, needed to meet all Agency's technical specifications and requirements for the Solution. **Minimum Content:** • Detailed requirements for all Solution configurations and/or customizations to include system functions, error handling, performance, interfaces, security, reports, queries and forms; • Each requirement should be understood by users, operators, or other external systems; and • Each requirement will contain: • Unique requirement tracking identifier; • Detailed and unique title;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Detailed description sufficient to enable design staff to design a solution to satisfy the Agency's technical specifications and requirements for the Solution, as defined in the Contract, and testers to test that the Solution satisfies the requirements; • Assumptions and dependencies; and • Prioritization of the requirement as either critical/essential, conditional, or optional.
Solution/Sprint Backlogs (as appropriate or defined in the proposed project delivery method) **Delivery Provisions:** The dates defined in approved Vendor Project Schedule. Duration of Project Execution, update as applicable as needed for Sprint Planning, final updates during Implementation. Contract Duration in O&M, review and update each time the document is impacted.	**Purpose/Description:** The **Solution and Sprint Backlog** is a compiled prioritized list of User Stories and technical tasks that must be done to complete the whole project. The Backlog breaks down each of the User Stories/tasks on the list into a series of steps that guides the development team. There must be a duration, so the team knows when to start the task and how long they have until they must finish it. The Sprint backlog is a subset of the Solution backlog. The Sprint backlog comes from the Solution (i.e., Product) Backlog, but it contains only that item, or those items, that can be completed during each sprint. The Agency owns the Solution Backlog; the Vendor owns the Sprint Backlog. **Minimum Content:** • Identifies the Sprint Cycle. • Identifies the specific tasks and User Stories. • Identifies who is assigned to the task/User Story. • Identifies the status of the task. • Identifies the timeframe it will take to complete the tasks/User Stories.

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Use Case **Delivery Provisions:** The dates defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, continuously as each function is developed, refined after technical test execution, refined after UAT execution, final updates during Implementation. Contract Duration in O&M Contract Phase, review and update each time the document is impacted by a Change.	**Purpose/Description**: A **Use Case** captures the user's point of view while describing functional requirements of the system. They describe the step-by-step process a user goes through to complete that goal using a software solution. Use Cases may be included in the System Requirements Document. **Minimum Content:** • Describes how the use case starts and ends • Describes what data is exchanged between the actor and the use case • Describes the flow of events, not only the functionality • Describes only the events that belong to the use case, and not what happens in other use cases or outside of the system • Details the flow of events—all "what's" should be answered. Remember that test designers are to use this text to identify test cases. • Describes a combination of the following elements: • Actor – anyone or anything that performs a behavior (who is using the Solution) • Stakeholder – someone or something with vested interests in the behavior of the Solution • Primary Actor – stakeholder who initiates an interaction with the Solution to achieve a goal • Preconditions – what must be true or happen before and after the use case runs. • Triggers – this is the event that causes the use case to be initiated. • Main success scenarios [Basic Flow] – use case in which nothing goes wrong. • Alternative paths [Alternative Flow] – these paths are a variation on the main theme. These exceptions are what happen when things go wrong at the system level.
User Stories **Delivery Provisions:** The dates defined in approved State's Project Schedule.	**Purpose/Description:** A **User Story** provides a short simple description of a feature/function/requirement from the user perspective. Large User Stories or key functional areas may be identified as Epics, which will be broken down into User Stories.

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Project Execution Contract Phase Duration and refined as needed for each Sprint. Contract Duration in O&M Contract Phase, created for each Change requested by the State	**Minimum Content:** • Describe who is performing the function(s) described in the User Story. This is typically a job role, customer or other type of user, also known as the user persona. • Describe the goal that the user wants the product to accomplish or implement. • Describe why the user needs the feature or functionality. • Lists acceptance criteria for use when testing the User Story. • May include any estimation and prioritization needed for Sprint planning purposes.

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Requirements Traceability Matrix **Delivery Provisions:** The dates defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, continuously as each Sprint is completed, refined after UAT execution, and final updates during Implementation. Contract Duration in O&M Contract Phase, review and update each time the document is impacted by a Change	**Purpose/Description:** The **Requirements Traceability Matrix (RTM)** is used to ensure that each system specification (functional and non-functional) in the Contract is traced to a system requirement(s), detailed design specification(s), test cases, Test Scripts, testing results, and an indication whether it is prioritized for implementation in a Solution release. The **RTM** will cross-reference each desired system specification(s) listed in the Contract to a system function/feature and track each system specification in the Contract from development through implementation. Vendor will provide the Requirements Traceability Matrix in a format that is compatible with Micro Focus Quality Center. **Minimum Content:** • Information on every testable system specification in the Contract; • Solution requirements for system specifications in the Contract and date accepted; • Design specification(s) for each system requirement and date accepted; • Epic and User Story(ies); • Technical test case(s) and Test Script(s) for each system requirement; • The date and results of all tests performed to verify that contractual specification and/or performance levels have been achieved or exceeded; and • User acceptance test case(s) and for each requirement, an indication of whether the testing for the requirement was accepted, and acceptance date; and • Date implemented.
Data Model **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, final revisions Implementation Stage; Contract Duration, review at least once every six (6) months and update as needed. Contract Duration, review and update each time	**Purpose/Description:** The **Data Model** graphically illustrates Solution database objects and the relationships between those objects. **Minimum Content:** • All objects in the database; • Unique identifier for each object; • Attributes for each object; and Relationship each object has with other objects.

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
the document is impacted by a change.	
Data Dictionary **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, final revisions Implementation Stage; Contract Duration, review at least once every six (6) months and update as needed. Contract Duration, review and update each time the document is impacted by a change**.**	**Purpose/Description:** The **Data Dictionary** will define the basic organization of the Solution database. The Solution Data Dictionary can be generated through automated means. **Minimum Content:** Name, type, range of values, source, origin, usage format, relationship to other data elements, and authorization for access for each data element in the database.
Detailed Design Specifications Document **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Phase, final revisions Implementation Stage and update as needed. Contract Duration in O&M Contract Phase, review and update each time the document is impacted.	**Purpose/Description:** The **Detailed Design Specifications Document** describes how Solution is designed to satisfy the Solution requirements. The detailed design for Solution must comply with the NC Statewide Information Security Manual, the NCDHHS Security Manual, and the NC Statewide Architecture Frameworks requirements. After all components are designed, each technical specification and requirement will be traceable to one or more detailed design specifications. The Detailed Design Specification Document is a result of Design Review Sessions/Design Sprints the Vendor will conduct with the Agency to design the Solution collaboratively. **Minimum Content:** - Operating environment; - System and subsystem architecture; - Data model, including name, type, range of values, source, origin, usage format, relationship to other data elements, and authorization for access for each data element in the database; - Files; - Input formats; - Output layouts; - Graphical user interface(s) (GUIs); - Reports; - External interfaces;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Programming specifications; and • Report specifications.
Infrastructure Requirements **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution: Contract Duration in O&M Contract Phase, review and update each time the document is impacted.	**Purpose/Description:** The **Infrastructure Requirements** specify the hardware and system software requirements necessary to host and run the Solution in the State technical environments if the Agency selects a State-hosting option. **Minimum Content:** • Specific server requirements, including operating systems (OS); • Software (i.e., database, web server, etc.); • External web services (e.g., SOAP); • Programming languages; • Storage requirements; • Peripheral device (bar code scanners, printers, card readers, projector, etc.) requirements; • Virtual machine requirements; • Load balancers and switches; • Uninterrupted power supply (UPS) or coolant requirements; • WAN or LAN requirements; • Rack or wiring requirements; • Scalability; • Service availability; • Redundancy and failover metrics; • Monitoring; • System and information security features; and • Hosting service provider name and location.
Infrastructure Configuration Specifications **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Phase Duration. Contract Duration in	**Purpose/Description:** The **Infrastructure Configuration Specifications** contains the detailed specifications needed to configure the State's technical environments that will be used to host Solution. **Minimum Content:** Detailed instructions for setting up servers and other components of the technical environment the State will use to host Solution if the Agency selects a State-hosting option.

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
O&M Contract Phase, review and update each time the document is impacted.	
Vendor Recommendation for Technical Training for State IT Support Personnel **Delivery Provisions:** The date defined in approved Vendor Project Schedule	**Purpose/Description:** The **Vendor Recommendation for Technical Training for State IT Support Personnel** describes any technical training State staff will need to support the technical environment for hosting the Solution or to support the Solution in any way. **Minimum Content:** N/A
Configured State Technical Environments (for State-Hosting Option) **Delivery Provisions:** The date defined in approved Vendor Project Schedule	**Purpose/Description:** Vendor will assist the State to install and configure all hardware and software needed to set up the technical environments needed at the State for the purposes of hosting and supporting the Solution, including all environments needed to support Agency testing, training, production, reporting and disaster recovery technical environments for the Solution and reporting. The Vendor will provide this Deliverable if the Agency selects a State-hosting option. **Minimum Content:** N/A
Technical Skills Transfer **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, with final updates during the Implementation Stage.	**Purpose/Description:** Vendor will transfer any technical skills needed during the installation and configuration of the technical environments to State staff if any component of the Solution will be hosted at the State. **Minimum Content:** N/A

Base Product and Base Product Installation Instructions (if COTS products are included in proposals with State Hosting Option)
 	
Delivery Provisions: Within fifteen (15) State Business Days of the Contract award.
	Purpose/Description: The **Base Product and Base Product Installation Instructions** provide the Agency with the Vendor's commercial off-the-shelf (COTS) product without any Customizations or Configurations, and directions on how to install the Base Product in a hosting environment. Vendor will provide this Deliverable if the Agency selects a State-hosting option.
	
	Minimum Content:
	
	• Base Product(s) will include all licensed products to provide the Agency with the Solution.
	
	• Base Product Installation Instructions will include:
	
	    o Minimum requirements for the technical environment in which the installation will take place; and
	
	    o Step-by-step instructions to install each Base Product.

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Assist the State to install the Base Product(s) (if COTS products are included in proposals with State-Hosting Option) **Delivery Provisions:** The date defined in approved Vendor Project Schedule, if the Agency selects the State-hosting option	**Purpose/Description:** If the Agency selects the State-hosting option, Vendor will **Assist the State to install the Base Product(s)** as required to install the Base Product(s) in the State's environment. **Minimum Content:** Vendor will provide onsite and/or offsite support to assist the State with the task of installing the Base Product(s) in the State's technical environment(s).
Design Review Sessions/ Design Sprint **Delivery Provisions:** The date defined in the approved Vendor Project Schedule. As needed to design Changes to the Solution.	**Purpose/Description:** During the Configuration of and any Changes to of the Vendor's product(s) to develop the Solution, the Vendor will conduct **Design Review Sessions** with the Agency as needed to reach agreement on design issues related to designing the solution. **Minimum Content:** N/A
Test Cases **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M Contract Phase, review and update each time	**Purpose/Description: Test Cases** describe a set of conditions or variables under which a tester will determine whether Solution satisfies system requirements or works correctly. Test Cases are written for every type of testing that will occur for Solution. A system requirement will be mapped to one or more Test Case. Vendor will provide the Requirements Test Cases in a format that is compatible with Micro Focus Quality Center. **Minimum Content:** • Test Case identifier; • Test Case name; • Objectives; • Test conditions/setup; • Input data requirements; • Test steps/procedures; and • Expected results.
Test Scripts **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M	**Purpose/Description:** A **Test Script** is a set of instructions written in a programming language that are used to perform automated or manual tests on Solution. Test Scripts are developed to perform the testing specified by a Test Case. Vendor will provide the Requirements Test Scripts in a format that is compatible with Micro Focus Quality Center.

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Contract Phase, review and update each time	**Minimum Content:** N/A
Prepare and Demonstrate All Test Environments **Delivery Provisions:** The date defined in approved Vendor Project Schedule.	**Purpose/Description:** Vendor will set up its testing technical environments prior to conducting testing. If any component or all of the Solution is hosted at the State, the Vendor will also assist the State to set up the technical environment needed to conduct onsite testing of the Solution. The Vendor will demonstrate the testing environment. The Vendor is also responsible for setting up all test data in the technical environment necessary for Solution testing. **Minimum Content:** N/A
Unit Test Results Report **Delivery Provisions:** Upon the completion of Unit Testing by the date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, as required for changes. Contract Duration in O&M Contract Phase, review and update each time testing occurs.	**Purpose/Description: Unit Test Results Report** provides an executive summary and the detailed documented output of the execution of every Test Case used for Unit Testing by Vendor. The format of the Unit Test Results document will be agreed upon by Vendor and the Agency, for every Test Case, actual test results will be documented, including any necessary re-testing. **Minimum Content:** • Executive summary of test results; • Executed Tests Cases; and • Detailed results of the executed Test Cases.
System Test Results Report **Delivery Provisions:** Upon the completion of System Testing by the date defined in approved Vendor Project Schedule for the Vendor, and the Agency if the Agency selects a State-hosting option. Project Execution Contract Phase Duration, with final Test Results during the Implementation Stage if additional testing is needed. Contract Duration in O&M Contract Phase, review and update each time testing occurs.	**Purpose/Description: System Test Results Report** provides a summarized and detailed report to the Agency about the results of the Vendor's System Testing. Separate test results are provided for testing performed in the Vendor's Test environment and, if the Agency selects a State-hosting option or if any component is hosted by the State, the State's Test environment. The format of the Test Results document will be agreed upon by Vendor and the Agency, for every Test Case, actual test results will be documented, including any necessary re-testing. **Minimum Content:** • Executive summary of test results; • Executed Tests Cases; and • Detailed results of the executed Test Cases.

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Regression Test Results Report. **Delivery Provisions:** During User Acceptance Testing by the completion of UAT by the date defined in approved Vendor Project Schedule for the Agency, Project Execution Contract Phase Duration, with final Test Results during the Implementation Stage if additional testing is needed. Contract Duration in O&M Contract Phase, review and update each time testing occurs.	**Purpose/Description: Regression Test Results Report** provides a summarized and detailed report to the Agency about the results of the Vendor's regression system testing to ensure that no changes happened to approved functionality as a result of a change to or defect remediation in the Solution. Testing will occur in the Vendor test environment. Testing will also occur in the State-hosting environment if the Agency selects a State-hosting option. The format of the Test Results document will be agreed upon by Vendor and the Agency, for every Test Case identified for regression testing, actual test results will be documented, including any necessary re-testing. **Minimum Content:** • Executive summary of test results; • Executed Tests Cases; and • Detailed results of the executed Test Cases.
Integration Test Results Report **Delivery Provisions:** During User Acceptance Testing by the completion of UAT by the date defined in approved Vendor Project Schedule for the Agency, Project Execution Contract Phase Duration, with final Test Results during the Implementation Stage if additional testing is needed. Contract Duration in O&M Contract Phase, review and update each time testing occurs.	**Purpose/Description:** The **Integration Test Results Report** provides a summarized and detailed report regarding testing conducted by the Vendor and external system support staff (i.e., Agency /NCDHHS and/or other vendor) of all interfaces between the Solution and external systems. Testing will be performed in the Vendor's Test environment. Retesting is required when Defects are remediated, or Changes made to the Solution. The format of the Test Results document will be agreed upon by the Vendor and the Agency, for every Test Case, actual test results will be documented, including any necessary re-testing. **Minimum Content:** • Executive summary of test results; • Executed Tests Cases; and • Detailed results of the executed Test Cases.
Accessibility Test Results Report **Delivery Provisions:** Upon the completion of Accessibility Testing by the date defined in approved Vendor Project Schedule.	**Purpose/Description:** The **Accessibility Test Results Report** provides a summarized and detailed report to the Agency about the results of the Vendor's testing of accessibility features in Solution. Testing will be performed in the State's Test environment. The format of the Test Results document will be agreed upon by Vendor and the Agency, for every Test Case, actual test results will be documented, including any necessary re-testing.

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Project Execution Contract Phase Duration, with final Test Results during the Implementation Stage if additional testing is needed. Contract Duration in O&M Contract Phase, review and update each time the document is impacted.	**Minimum Content:** • Executive summary of test results; • Executed Tests Cases; and • Detailed results of the executed Test Cases.
Demonstration of Tested System **Delivery Provisions**: The date defined in approved Vendor Project Schedule.	**Purpose/Description:** Vendor provides the Agency with a **Demonstration of Tested System** once the Solution is fully Configured/Customized, and all testing by Vendor has been completed (technical), i.e., prior to Performance Testing and UAT prior to each phased deployment. **Minimum Content:** NA.
General Backup and Recovery Plan **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration. Contract Duration in O&M Contract Phase, at a minimum review and update every twelve (12) months or when impacted.	**Purpose/Description:** The **General Backup and Recovery Plan** contains the strategy and plan to back up Solution at regular intervals, and to recover Solution from backups for normal operations. **Minimum Content:** • Back up procedures for all data, configuration and log files, and modules of Solution; • Schedules/frequency for all back-ups; • Restore procedures that provide the ability to restore lost data and bring failed IT services back to normal operation within a period specified in the SLA; • Plan to ensure minimal or no interference to regular business operation; • Scalability to meet growing data backup and recovery requirements; and • Data retention requirements for backups per State policy. Refer to: https://policies.ncdhhs.gov/departmental/policies-manuals/section-iv-general-administration/policies/record-retention
Disaster Recovery Plan **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, revise as applicable at least once every	**Purpose/Description:** The **Disaster Recovery (DR) Plan** details the processes and procedures used to recover Solution due to loss of service, whether due to unplanned events/interruptions, such as natural disaster, or malicious intent. The DR Plan covers all locations that host any component of the Solution. **Minimum Content:**

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
six (6) months; Contract Duration in O&M Contract Phase, at a minimum review and update every twelve (12) months or when impacted.	• The recovery point objective (RPO) and the recovery time objective (RTO) for the Solution; • Summary of the Solution; • Technical support information; • Recovery strategies; • Detailed instructions on how to recover the Solution and its databases; • Notification process, contacts, chain of command, roles and responsibilities; • Test plan for the DR Plan; and • Test schedule/frequency.
Performance Test Plan **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Phase, review and update each time the document is impacted. Contract Duration, O&M Contract Phase, review and update prior to performance testing.	**Purpose/Description:** The **Performance Test Plan** provides the Agency's load and stress testing strategy to test the performance of the Solution for the initial deployment, and subsequent for each remaining deployment phase. The Agency intends to test the Solution under full-load and no-load conditions during normal and peak performance periods. **Minimum Content:** • Test scope; • Test goals; • Entry and exit criteria; • Acceptance criteria; • Test data requirements; • Preparation activities, including environment requirements and set up; • Testing activities and tasks; • Roles and responsibilities to conduct testing; • Automated testing tool (specific release and version of the product); • Tools and mechanisms to track and report test results; and • Formats and information to be included in test results reports, and the frequency of reports. The Vendor will work with the Agency to define the format of the Performance Test Results.
Performance Test Cases **Delivery Provisions:** The date defined in approved	**Purpose/Description: Performance Test Cases** describe a set of conditions or variables under which a tester will determine whether Solution

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Vendor Project Schedule. Project Execution Phase, review and update each time the document is impacted. Contract Duration, O&M Contract Phase, review and update prior to performance testing.	satisfies performance requirements. Each performance requirement will be mapped to one or more test cases. **Minimum Content:** • Test Case identifier; • Test Case name; • Objectives; • Test conditions/setup; • Input data requirements; • Test steps/procedures; and • Expected results.
Performance Test Scripts **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution, review and update each time the document is impacted. Contract Duration, O&M Contract Phase, review and update prior to performance testing.	**Purpose/Description:** A **Performance Test Script** is a set of instructions written in a programming language that is used to perform automated tests on Solution. Test Scripts are developed to perform the testing specified by a Test Case. **Minimum Content:** N/A
Performance Test Readiness Report **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Phase, review and update each time the document is impacted. Contract Duration, O&M Contract Phase, review and update prior to performing performance testing	**Purpose/Description:** The **Performance Test Readiness Report** validates that each Performance Test environment has been adequately prepared for performance testing for Solution, including set up of test data. **Minimum Content:** • Confirms set up of Performance Test environment per the Performance Test Plan; and • Confirms set up of data needed to perform the performance test; and • Confirms the setup of the tool(s) to be used for Performance Testing.
Performance Test Results Report **Delivery Provisions: U**pon the completion of	**Purpose/Description:** The **Performance Test Results Report** provides an executive summary and the detailed documented output of the execution of every test case for performance testing. For every test case, actual test results will be documented, including any necessary re-testing. The

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Performance Testing by the date defined in approved Vendor Project Schedule. Execution and Build Stage and/or Implementation Phase review and update each time the document is impacted with pre-deployment performance test. Contract Duration, O&M Contract Phase, review and update during performance testing.	**Performance Test Results Report** generated for the Agency, Performance Testing will be done either the Vendor's or the State's technical environment depending on the hosting option the Agency selects, **Minimum Content:** • Executive summary of test results; • Executed Tests Cases; • Detailed results of the executed Test Cases; • Clarification on where stress boundaries on the Solution exist; and • Qualification of Solution performance in terms of meeting or exceeding the approved acceptance criteria.
Agency Approval of Performance (Initial and incremental until complete for all deployment phases) **Delivery Provisions:** Upon the completion of System Testing by the date defined in approved Vendor Project Schedule. Implementation Stage, prior to each deployment phase, by the date defined in approved Vendor Project Schedule. Contract Duration, O&M Contract Phase, for performance testing prior to deploying a Change or new release	**Purpose/Description:** Vendor will gain **Agency Approval of Performance** to confirm that Solution is meeting or exceeding the performance requirements documented in the Contract. Performance Testing will be done prior to the first phase of deployment and revalidated for each deployment phase thereafter. **Minimum Content:** N/A
Data Conversion and Migration Plan **Delivery Provision:** The date defined in approved Vendor Project Schedule. Contract Duration, review and update each time the plan is impacted.	**Purpose/Description:** The **Data Conversion and Migration Plan** explains the methodology and strategy for converting and migrating data from the legacy system to the new Solution. **Minimum Content:** • Data conversion strategies and approach; • Data conversion activities and milestones; • The roles and responsibilities to conduct data conversion; • Security considerations; • Hardware, software or facilities needed to support the conversion;

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Data quality assurance and control, including a description of how the data will be validated; • Conversion risk factors: ▪ Risks associated with the data conversion at the data element level; and ▪ Resolution of risks as agreed to by the State; • Applicable data cleansing rules; • Acceptable conversion error rates as agreed to by the State; and • Detailed data conversion specifications, including source, source data element, destination, target data element, transformation/cleansing rules, and any notes.
Data Map **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Project Execution Contract Phase Duration, final revisions after completion of Data Conversion and Migration tasks	**Purpose/Description:** The **Data Map** crosswalks each legacy file/table from the Regulatory, NC Pre-K, and WORKS solutions to the new file/table in the Solution. **Minimum Content:** • For each legacy file/table to be converted, a crosswalk to the Solution file/table; • Crosswalk of each legacy data element to the Solution data element; and • Applicable business rules for data cleansing.
Data Conversion and Migration Software/Scripts **Delivery Provision:** The date defined in approved Vendor Project Schedule. Contract Duration, review and update each time the plan is impacted.	**Purpose/Description:** The **Data Conversion and Migration Software/Scripts** are used to convert and migrate data from Regulatory, NC Pre-K, and WORKS solutions to the Solution. These scripts may be automated. **Minimum Content:** N/A
Data Conversion and Migration Test Results Report **Delivery Provision:** The date defined in approved Vendor Project Schedule. Contract Duration, review and update each time the plan is impacted.	**Purpose/Description:** The **Data Conversion and Migration Test Results Report** provides an executive summary and the detailed documented output of the execution of every test case for data conversion and migration testing. For every test case, actual test results will be documented, including any necessary re-testing. The **Data Conversion and Migration Test Results Report** generated for the Agency, **Minimum Content:** • Executive summary of test results; • Executed Tests Cases;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Detailed results of the executed Test Cases; • Clarification on where stress boundaries on the Solution exist; and • Qualification of Solution performance in terms of meeting or exceeding the approved acceptance criteria.
Agency Acceptance of the Converted and Migrated Data **Delivery Provision:** The date defined in approved Vendor Project Schedule. Contract Duration, review and update each time the plan is impacted.	**Purpose/Description:** Vendor will gain **Agency Approval of Converted and Migrated Data** to confirm that legacy data has been successfully converted and migrated to the new Solution. **Minimum Content:** N/A
User Acceptance Test Plan **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M Contract Phase, review and update each time the document is impacted.	**Purpose/Description:** The **UAT Plan** describes the Agency's user acceptance testing strategy of the Solution and Solution Changes. **Minimum Content:** • Purpose and scope of UAT; • Preparation activities, including environment requirements and set up; • Test data requirements; • Testing activities and tasks; • Roles and responsibilities to conduct testing; • UAT schedule; • Stakeholder involvement and timeframes; • UAT entrance and exit criteria; • UAT acceptance criteria; • UAT procedures; • Defect reporting, tracking and resolution procedures; and • UAT support procedures.
UAT Test Cases and Test Scripts **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M	**Purpose/Description: UAT Test Cases and Test Scripts** describe a set of conditions or variables under which a UAT Tester will determine whether the Solution or Solution Changes satisfies the Agency's specifications or requirements and works correctly. A specification/requirement will be mapped to one or more test cases. **Minimum Content:**

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Contract Phase, review and update each time impacted.	• Test Case identifier; • Test Case name; • Objectives; • Test conditions/setup; • Input data requirements; • Test steps/procedures; and • Expected results.
UAT Training Materials **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M Contract Phase, review and update each time impacted.	**Purpose/Description:** Vendor will develop **UAT Training Materials** to provide the UAT Testers with the appropriate skills to use or operate the Solution during UAT. Training materials include role-based training guides, reference manuals, and evaluation materials. **Minimum Content:** • Overview of Solution functions and navigation; • Test Case elements and instruction on how to conduct tests; • Instructions for documenting test results and reporting defects; and • Contact information for support during UAT.
UAT Training **Delivery Provisions:** The dates defined in approved Vendor Project Schedule for each deployment phase. Contract Duration in O&M Contract Phase, deliver as required based on Solution Changes and/or business need.	**Purpose/Description:** Vendor will deliver role-based **UAT Training** to UAT Testers to ensure that they have the appropriate skills to conduct UAT. **Minimum Content:** N/A **Miscellaneous Provisions:** Vendor will: • Conduct onsite training classes on time per the approved Vendor Project Schedule prior to each deployment phase; and • Ensure that evaluation surveys are made available to UAT Testers that attend training.
UAT Results Report **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Implementation Stage, for a limited UAT to validate deployment. Contract Duration in O&M Contract Phase, review and	**Purpose/Description:** The **UAT Results Report** documents the outcome of all UAT. This documentation may be generated by and/or recorded in an automated tool such as the State's Micro Focus Quality Center. The UAT Team identified by the Business Team performs UAT during the Execute and Build Stage and during the O&M Contract Phase for Solution Changes. Testing results are delivered in a report format required by the Agency. **Minimum Content:** • Executive summary of test results;

Project Deliverable and Delivery Provisions	*Project Deliverable Purpose and Content*
update each time the UAT is performed for Changes.	• Executed Tests Cases; and • Detailed results of the executed Test Cases.
Agency Acceptance of Tested Solution (for all releases or deployment phases) **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M Contract Phase, required each time the UAT is performed for Changes.	**Purpose/Description:** Vendor is responsible to ensure that **Agency Acceptance of Tested Solution** is formally documented. Agency acceptance indicates that the Solution and changes made to the Solution have been tested and found to meet the agreed upon acceptance criteria. Deployment of the release/Solution cannot occur until Agency acceptance of the Tested Solution has been documented. User Acceptance Testing will be done prior to the first release or phase of deployment and revalidated for each deployment phase thereafter. **Minimum Content:** N/A – acceptance documentation formats are used.
User Guides, Quick Reference Guides, and **Online Help Documentation** **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Contract Duration, Project Execution, final revisions during Implementation Contract Duration in O&M Contract Phase, review and update each time the document is impacted by a Change; at a minimum review at least annually and update as needed or per the SLA.	**Purpose/Description:** The **User Guides, Quick Reference Guides,** and **Online Help Documentation** includes any printed and displayed material that explains the functionality of the Solution in language that can be understood by a non-technical user of the software. An online version of this documentation will be created as Online Help that displays in the Solution. **Minimum Content:** • Unique identification data including documentation title, documentation version and date published; product and version; and the issuing organization; • Separate set of documents for each specific audience and/or role as defined in the Training Plan; • Critical information placed in a prominent location in the documentation; • General warnings or cautions that apply throughout the use of the documentation will appear in the beginning of the documentation; • Specific warnings and cautions will appear on the same page or screen and immediately before the procedure or step that requires care. • FAQs; and • An alphabetized glossary of terms. **Miscellaneous Provisions:** Vendor will provide User Guides and Quick Reference Guides to the Agency in the formats specified in the Contract. The Online Help will be integrated into the Solution and provided in any additional formats specified in the Contract.

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Technical and System Administration Documentation **Delivery Provision:** The date defined in approved Vendor Project Schedule. Contract Duration, Project Execution Phase, final revisions during Implementation. Contract Duration in O&M Contract Phase, review and update each time the document is impacted by a Change; at a minimum review at least annually and update as needed or per the SLA.	**Purpose/Description: Technical and System Administration Documentation** provides details about the Solution as necessary to provide technical support and to perform system administration tasks. Documentation will be used by State Technical Support Staff, Operations Support Staff, System Administrators (State and External Agency), and Trainers. **Minimum Content:** • Detailed technical information and procedures necessary to perform technical and administrative support functions for the Solution.
Service Level Agreement(s) **Delivery Provisions:** Submitted as part of the Vendor Proposal. Contract duration, at no cost to the Department, review and update each time the SLA is impacted by a change in the service level requirements. If no changes in service level requirements, review with State Contractual Point of Contact at a minimum of every twelve (12) months.	**Purpose/Description:** The **SLA** is the portion of a service contract where the level of service is formally defined between Vendor and the Agency for the delivered product(s) and/or services. The **SLA** will define the minimum performance and availability commitments throughout this Contract and during any renewals. The **SLA** will address all elements specified in RFP and will be governed by the terms and conditions in this RFP. **Minimum Content:** • Commitment statements and associated performance measures pertaining to the Solution setup, testing, maintenance, uptime, response time, redundancy/failover, and Vendor support availability requirements in this RFP for the demonstration, development, testing, UAT, role-based training, maintaining production environments, and expectations for tracking and reporting; • Commitment statements and associated performance measures regarding the turnaround times for software application fixes, maintenance, and modifications during deployment, maintenance and support, and during and after the introduction of any modifications, enhancements, and new releases, and expectations for maintenance of technical architecture and system design documentation, role-based training materials, technical and user documentation, and online help; testing; tracking; and reporting; • If applicable, commitment statements and performance measures ad hoc reports, queries, and/or file extracting;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Commitment statements and performance measures pertaining to the Help Desk support to include a description and definition of Help Desk Support, including definitions for Tier 1, Tier 2 and Tier 3 level of support; expected hours of support; expected response times; Help Desk procedures and escalation; Help Desk Roles and Responsibilities; the mechanisms for receiving service requests; and expectations for tracking and status reporting; • Commitment statements and performance measures to assist the State with scheduled maintenance, changes to schedule maintenance, hardware refresh, operating system (OS) updates, enterprise-level software updates, security, audits, incident response, disaster recovery (including maximum restore time and maximum fail-over time), and expectations for tracking and reporting; • Commitment statements and performance measures to assist the State with Solution performance and availability, including hours of normal operations, maintenance windows, online backup time ranges, batch time ranges, maximum planned downtime per week, maximum unplanned downtime during normal business hours per month, hours of Solution availability, state of emergency hours of operation, average retention period for online data, and offline backup time range, and expectations for tracking and reporting; • Definitions of service requests and problem categories; • Escalation procedures for each problem category; • A description of the procedures, monitoring tools, and reports used to ensure compliance with these commitments. The report will use a format agreed upon by the State; • Penalties for noncompliance with the terms of the SLA.
Training Materials **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Contract Duration in Project Execution, final revisions Implementation Stage. Contract Duration in O&M Contract Phase, review and update each time the document is impacted.	**Purpose/Description:** Vendor will develop **Training Materials** for approval by the Agency prior to delivering training to users, State trainers, and technical support groups. **Training Materials** will be role-based and targeted to the following types of users and support groups: end users (including super users), System Administrators, State trainers, and IT support personnel. Training material will cover the functionality supported by the Solution for the Agency and External Agencies, to include but not limited to, accessing the functions, security features, and detailed explanations of the screens and functions provided by the Solution. **Training Materials** will include a high-level function summary sheet that will be given to each trainee to facilitate knowledge transfer. **Minimum Content:**

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content

	• Training materials for each identified role;
	
	• Using generally accepted adult education principles, for each type of training and user group provide:
	
	    o Course outline with time allocations for each topic;
	
	    o Methods by which training will be conducted;
	
	    o Training aids;
	
	    o Any special training accommodations;
	
	    o Examples of practical exercises to be used during each training session; and
	
	    o A high-level function summary sheet to facilitate knowledge transfer during training;
	
	• Training-the-Trainer training materials that include role-play scripts and training exercises that can measure a Trainer's understanding of the Trainers' materials:
	
	• Training metrics and feedback survey sheet for measuring effectiveness of overall training.
	
	Miscellaneous Provisions: Training guides and aids will be provided in an editable softcopy format and paper copy as determined by the Training Plan.

Training Delivery **Delivery Provisions:** The dates defined in approved Vendor Project Schedule for each deployment phase. Contract Duration in O&M Contract Phase, review and update each time the document is impacted.	**Purpose/Description:** Vendor will deliver **Training** based on roles to end users (including super users), System Administrators, State trainers, and IT support personnel in advance of deployment. The State will perform training registration, and update Vendor on the number of registered attendees for each training session. **Minimum Content:** N/A **Miscellaneous Provisions:** The Vendor will: • Conduct training sessions on time per the approved Vendor Project Schedule; • Conduct training sessions using the State-approved Training Materials; and • Assist the State in ensuring that training feedback surveys are made available to training attendees.
Operations and Maintenance Plan **Delivery Provisions:** The date defined in approved	**Purpose/Description:** If the DHHS DSOHF Division selects a State-Hosting option, the Vendor will document an **O&M Plan** to define the roles and responsibilities of each party involved in the support of Solution and making Changes and defines the transition from Project Execution Phase to the

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content

Vendor Project Schedule. Contract Duration, review at least once every 12 months and update each time the document is impacted.	O&M Contract Phase for Solution support. The **O&M Plan** will conform to the terms defined in the Agency -approved SLA.
	
	Minimum Content:
	
	• Organization Chart of the Vendor's Support Team that identifies lines of communication and aligns with the Vendor O&M Staffing Plan;
	
	• Organization Chart of the Agency and State's Support Team that identifies lines of communication;
	
	• O&M communications plan and matrix;
	
	• Description of each support function, resource, and role mapped to each support team and Help Desk;
	
	• Staffing levels for each function for O&M;
	
	• Support transition and activities;
	
	• Description of O&M Kick-Off;
	
	• Rules governing the interaction and the responsibilities of each organization and their staff members to include:
	
	    o The issue/defect severity level handled by the Agency Help Desk, the criteria, the severity and the point in the process where an issue/defect is transferred to the Vendor Help Desk;
	
	    o The Agency Help Desk issue interface, logging and Vendor issue/defect resolution procedure; and
	
	    o Descriptions of access methods, Agency Help Desk resource permissions, access keys and access credentials, and password reset for identified Agency Help Desk personnel:
	
	• Schedule of meetings between Vendor and Agency /State staff members for support, issue/problem resolution, and Change and test results walkthroughs;
	
	• Description of the Defect management process;
	
	• Description of the O&M release management process;
	
	• Description of the Vendor support library/repository;
	
	• Description of the on-going training requirements for Vendor and Agency and State support staff;
	
	• System administration;
	
	• Solution architecture, if additional information is needed beyond what is in the Detailed Design Specification Document and the TASD;

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Approach to Change requirement definition, design, and development; • Test strategies and approaches for O&M; • Asset management; • Availability management; • Build management; • Capacity management; • Change management; • Configuration and release management; • Database administration; • Network administration; • Security management as needed to support or supplement the Security Plan for the Solution; • Service level management; • Storage management; • System administration; • References to the General Backup and Recovery Plan and the Disaster Recovery Plan for the Solution for those procedures; Requirements for Vendor support during deployment readiness and deployment, and whether Vendor support is required to be onsite or could be provided remotely; • Documentation management (all documentation defined as required in Section V. 5) Deliverables and this Attachment); and • Status reporting.
Release/Deployment Readiness Checklist **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M Contract Phase, review and update each time the document is impacted.	**Purpose/Description:** The **Deployment Readiness Checklist** validates that deployment preparation activities are complete prior to deployment of a release. **Minimum Content:** • All Testing and State Acceptance of Tested Solution Tasks; • Training; • Communication tasks identified in the Deployment Plan and coordination with all technical teams to ensure engagement during deployment;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	- Tasks to ensure that the Production environment is ready for install; - Creation of install and configuration scripts as needed; - Disabling of debugging and testing code from the Solution software (including disabling assertions); - Vulnerability scans and security assessments; - Creation of releasable software media (CD-ROM, downloadable JAR file, etc.) required to perform the deployment; - Virus scan of all release media; - Tagging and branching the source code repository; - Assurance of empirical evidence that the release criteria have been met; - Verify that all user documentation (User Guides, Quick Reference Guides, and Online Help) and Technical and System Administrator Documentation matches current release; - Contingency/rollback plans defined; - Disaster Recovery Plan and Business Continuity Plan developed; - O&M Plan developed; "ReadMe" text file with installation instructions created; "Known Issues" list documented; and - All other tasks required to prepare for deployment.
Completed Deployment Readiness Checklist (For all releases or deployment phases) **Delivery Provisions:** The date defined in approved Vendor Project Schedule for each deployment phase. Contract Duration in O&M Contract Phase, complete the Deployment Readiness Checklist for each release deployed.	**Purpose/Description:** Vendor and the Agency will work together to document the **Completed Deployment Readiness Checklist**, thereby validating that deployment preparation activities are complete for each deployment phase. Agency approval of the Completed Deployment Readiness Checklist is required prior to the first release or phase of deployment and revalidated for each release/deployment phase thereafter. **Minimum Content:** - Verification that each checklist task has been completed or not applicable for the current deployment; - Date each task was completed; and - Name of the individual that completed the task.

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Onsite Assistance during Release/Deployment Readiness (State-Hosted Solutions only) **Delivery Provisions:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M Contract Phase, Vendor to provide Deployment Readiness Assistance as required per the O&M Plan.	**Purpose/Description:** Vendor will provide **Onsite Assistance during Deployment Readiness** to assist the Agency with deployment readiness tasks. **Minimum Content:** N/A
Vendor Operations and Maintenance Staffing Plan **Delivery Provisions:** Submitted as part of the Vendor Proposal with final plan submitted during Project Execution, as part of Operations and Maintenance Plan. Project Execution Contract Phase Duration updated weekly two (2) days prior to next scheduled Project Status Meeting; ad hoc as requested by the Agency, updated as needed during Contract Duration in O&M Contract Phase	**Purpose/Description:** The **Vendor O&M Staffing Plan** contains the amounts of Vendor labor resources needed to accomplish tasks during the O&M Contract Phase of the Contract. **Minimum Content:** • Identify each person who will be assigned during the O&M Contract Phase as required to ensure SLA requirements can be met, including any subcontractors; • Roles and responsibilities for Vendor and subcontractors; • Vendor organizational information, including an organizational chart (if different from organization information submitted with the Vendor Project Staffing Plan); • The number of dedicated FTEs and the percentage of each resource's time during the O&M Contract Phase; • The estimated hours per resource; • How long each resource will work during the O&M Contract Phase; • A matrix of required skills/roles for each resource; • Vendor's specifications for State resources and the duration and type of each State resource requirement; • Other Vendor resources available to the Agency during O&M.
Onsite Assistance during Release/Deployment (State-Hosted Solutions only) **Delivery Provisions:** The date defined in approved Vendor Project Schedule for	**Purpose/Description:** Vendor will provide **Onsite Assistance during Deployment** to assist the Agency and State with deployment tasks during the Project Execution. During the O&M Contract Phase, the Agency may opt to allow the Vendor to provide deployment assistance remotely (i.e., offsite). **Minimum Content:** This support will include:

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
the duration of each deployment phase and up to two (2) days after deployment. Contract Duration in O&M Contract Phase, assist the Agency as stated in the O&M Plan.	- Identifying Defects to the Solution; and - Resolving Defects to the Solution consistent with diagnosis and resolution times stated in body of RFP.
Validation Test Results Report **Delivery Provision:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M Contract Phase for each deployment.	**Purpose/Description: Validation Test Results Report** provides a summarized and detailed report to the Agency about the results of the Vendor's testing to ensure that the deployed system is functioning as expected in the Production environment for the Agency, Vendor will use an approved subset of system Test Cases/Scripts identified as necessary to test key functions. **Minimum Content:** - Executive summary of test results; - Executed Tests Cases; and - Detailed results of the executed Test Cases.
Deployment UAT Results Report **Delivery Provision:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M Contract Phase for each deployment.	**Purpose/Description:** Vendor will assist the Agency in producing a **Deployment UAT Results Report** that summarizes and details the results of the Agency's UAT conducted to ensure that the deployed Solution is functioning as expected in the Production environment for the Agency, The Agency will use a subset of System Test Cases/Scripts deemed necessary to test key functions. The Agency will perform Validation Testing for each deployment phase. **Minimum Content:** - Executive summary of test results; - Executed Tests Cases; and - Detailed results of the executed Test Cases.
Agency Acceptance of Deployment UAT Results **Delivery Provision:** The date defined in approved Vendor Project Schedule. Contract Duration in O&M Contract Phase for each deployment.	**Purpose/Description:** Vendor is responsible to ensure that **Agency Acceptance of Deployment UAT Results** is formally documented for each deployment phase in the Project Execution Phase, and for any deployment that occurs during the O&M Contract Phase. The Agency's final acceptance during the Project Execution Phase indicates that the Solution has been deployed for the Agency and is ready to enter the Stabilization Period. The Agency's acceptance during the O&M Contract Phase indicates that Solution Changes have been deployed. **Minimum Content:** N/A

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Vendor Support during the Stabilization Period **Delivery Provisions:** When Solution is in the Stabilization Period as defined by the Contract	**Purpose/Description:** Vendor will provide **Vendor Support during the Stabilization Period** during the Stabilization Period defined by the Contract. Solution will be deemed "stable" when it has been operated continuously during any block of 90 consecutive days following Deployment without any Severity 1 or Severity 2 defects, as defined by the Contract, so that users can successfully log into Solution and perform their daily work without frequent Solution lockups, freezes, or shutdowns. **Minimum Content:** • Defect resolution and tracking; • Regression Testing; and • Assisting the Agency with UAT of remediated defects.
Agency Acceptance of the Stabilized Solution **Delivery Provisions:** The date defined in approved Vendor Project Schedule.	**Purpose/Description:** Vendor is responsible to ensure that **Agency Acceptance of the Stabilized Solution** is formally documented. The Agency's acceptance indicates that Solution has been stabilized and is ready to enter the O&M Contract Phase of the Contract. **Minimum Content:** N/A
Lessons Learned **Agency Acceptance of the Stabilized Solution** **Delivery Provisions:** The date defined in approved Vendor Project Schedule.	**Purpose/Description: Lessons Learned** are detailed statements (positive or negative) captured after completion of a project or for a portion of a project. The statements describe in a neutral way what did or did not work well, along with a statement regarding the risk of not heeding the lesson. Vendor will assist the Agency in identifying **Lessons Learned**. **Minimum Content:** Causes of variances to defined and approved project plans and the reasoning behind corrective actions chosen.
Project Status Meetings **Delivery Provisions:** Bi-weekly for the Project Execution Contract Phase Duration, starting the week after the Project Kick-Off Meeting. Due two (2) days before Project Status Meeting. Ad hoc Project Status Reports may be requested, and reporting schedules may be increased upon request by the Agency and may be reduced by the	**Purpose/Description:** The **Project Status Meeting** is held bi-weekly, or as needed, to discuss status and plans with all team members and external stakeholders when requested (e.g., for a project peer review). The State Project Manager will facilitate this meeting. **Minimum Content:** The agenda of the meeting will include, at a minimum: • Status of each pending Deliverable including, but not limited to, any changes to the time, quantity, or quality of that Deliverable; • Accomplishments during the reporting period; • Problems encountered and proposed/actual resolutions; • Work to be accomplished during the next reporting period; • Issues and Risks to be addressed, including contractual;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
Agency during the Closeout Stage.	• Status of changes and/or enhancements; • Status of release management; and • Strategy discussions.

Project Status Reports
 	
Delivery Provisions: Bi-weekly for the Project Execution Contract Phase Duration, starting the week after the Project Kick-Off Meeting. Due two (2) days before Project Status Meeting. Ad hoc Project Status Reports may be requested, and reporting schedules may be increased upon request by the Agency and may be reduced by the Agency
	Purpose/Description: The **Project Status Report** provides the Agency with information concerning the Vendor's progress on the project, planned activities, and any items identified as risks or issues.
	
	Minimum Content:
	
	Status reports contain information as defined by the Agency using a format that is approved by the Agency,
	
	• Weekly status reports will contain the following:
	
	   o Overall completion status of the Project in terms of the Agency-approved Project Management Plan and Project Schedule;
	
	   o Status of each pending Deliverable including, but not limited to, any changes to the time, quantity, or quality of that Deliverable;
	
	   o Accomplishments during the reporting period;
	
	   o Problems encountered and proposed/actual resolutions;
	
	   o Work to be accomplished during the next reporting period;
	
	   o Status of existing issue resolution and risk management assigned, as well as new risks and issues to be addressed, including contractual;
	
	   o Quality Assurance status;
	
	   o Change Request status;
	
	   o Identification of schedule slippage and strategy for resolution;
	
	   o Agency resources required for activities during the next time period; and
	
	   o Resource allocation percentages including planned versus actual by Project Sprint Cycles/Modules/Milestones.
	
	• Ad hoc status reports contain status information requested by the Agency using a format that is approved by Agency.

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content

Sprint Reports
 	
Delivery Provisions: At the end of each Sprint for the Contract duration.
	Purpose/Description: The **Sprint Report** provides the Agency with information concerning the Sprint that has just been completed
	
	Minimum Content:
	
	• Sprint number;
	
	• Goal of the Sprint;
	
	• Number of User Stories planned for the Sprint;
	
	• List of User Stories and tasks completed in the Sprint, to include for each:
	    o ID number;
	    o Description; and
	    o Number of Points assigned;
	
	• List of tasks completed during the Sprint with an ID number and description;
	
	• List of User Stories or tasks not completed, including:
	    o ID number;
	    o Description; and
	    o Reason why the User Story or task was not completed;
	
	• Notes from Sprint Retrospective ceremony and resulting action items;
	
	• List of Defects encountered during testing;
	
	• Plans for the next Sprint;
	
	• Sprint Burn-Down Chart; and Velocity Chart.

Operations and Maintenance Status Reports **Delivery Provisions:** As determined by the SLA for the O&M Contract Phase. O&M status reporting schedules may be altered upon request by the Agency.	**Purpose/Description:** The **O&M Status Report** provides the Agency with information concerning the Vendor's progress on O&M activities, Changes, and any items identified as risks or issues during the O&M Contract Phase. **Minimum Content:** Status reports contain information as defined by the Agency using a format that is approved by the Agency, Status reports will contain the following: • Status of each pending Deliverable including, but not limited to, any changes to the time, quantity, or quality of that Deliverable; • Accomplishments during the reporting period; • Problems encountered and proposed/actual resolutions; • Work to be accomplished during the next reporting period;

Rev. 2022.07.29

Project Deliverable and Delivery Provisions	*Project Deliverable Purpose and Content*
	• Issues and risks to be addressed, including contractual;
	• Status of changes and/or Changes;
	• Status of release management;
	• Availability reporting; and
	• Metrics on all service requests such as number of tickets opened/closed, current status, Response Time, Diagnosis Time, Resolution Time, and other appropriate statistics as requested by the Agency.
	• Ad hoc status reports contain status information requested by the Agency using a format that is approved by Agency.

Transition Plan
 	
Delivery Provisions: Vendor will provide a draft of its Transition Plan to the State within thirty (30) calendar days after notification of pending transition.
 	
The Agency will review the Transition Plan, and offer revisions, if necessary. If the Agency submits revisions, Vendor will make such revisions. The parties will then finalize the Transition Plan before the transition activities begin.
	Purpose/Description: The **Transition Plan** documents the steps that would need to be followed if the Agency or the Vendor decides to terminate the Contract, or the Contract end date is reached. This allows for an orderly transition of Vendor activities to another Vendor or to Agency /State staff. The Vendor will draft the plan and submit for Agency review and approval.
	
	Minimum Content:
	
	• Scope of the transition;
	
	• Hardware, software, data, facilities, or materials needed to fulfill the transition training effort;
	
	• Personnel resources to complete the transition;
	
	• Training needed to complete the transition;
	
	• All archived documentation to be transferred from Vendor to the Agency or its designee;
	
	• Procedures for Vendor's delivery of Escrow Deposit Materials in the event of a Release Condition;
	
	• Process for producing, on a weekly basis, tracking reports that indicate the tasks and time frames, which have been agreed upon by Vendor and the Agency, Status reports will be prepared and reviewed at regularly scheduled status meetings (determined by the Agency to occur in the event a Transition Event occurs);
	
	• Defined sequence of steps when terminating the Contract:
	
	    o Start date and time of each step;
	
	    o End date and time of each step; and
	
	    o Responsible Party for each step;

Project Deliverable and Delivery Provisions	Project Deliverable Purpose and Content
	• Rollback or contingency; and • Related communications.
Project Peer Review **Delivery Provisions:** As requested by the Agency at any point during the Project Execution Phase	**Purpose/Description:** The **Project Peer Review** can involve review of any project Deliverable or project management plan and may require an interview or meeting. Any Federal or State Stakeholder may request a Project Peer Review. **Minimum Content:** N/A – defined by the State.

ATTACHMENT K: REGULATORY MODERNIZATION BUSINESS SPECIFICATIONS

Category	ID	Specification
Authentication	Auth_1	Describe how the proposed solution will externalize identity management utilize the North Carolina Identity Service (NCID) for the identity management and authentication related functions. NCID is the State's enterprise identity management (IDM) service. It is operated by the North Carolina Department of Information Technology.
License	LIC_1	Describe how the proposed solution informs or educates prospective childcare provider with North Carolina Child Care Laws, Child Care Rules and licensing process for different types of facilities; Direct the prospective childcare provider to register for pre licensing workshop and pay appropriate fee. Describe the capabilities of solution to integrate with event registration and payment application.
	LIC_2	Describe how the proposed solution supports configurable automation of initial license, license renewal, Star Rated license, change of license status, permit change, NC religious sponsored programs (notice of compliance), Summer Day Camp etc. application from initial submission through approval, incomplete application, withdrawal, reapply or denial using workflow management and queuing process. Include in your response the ability of the system to support, a. Configuration of workflows to meet the business process and change in legislation b. Alerts and notifications for each step of the process for next person in the queue; Mention what are the methods used for notification c. All data validation capabilities within the system prior to submission of application d. Ability for a consultant to access system offline during a visit to a facility; document visit summary, print visit summary, schedule visits and follow up visits where needed e. System support capabilities to pull visit monitoring results as part of system integration and provide outcomes during consultant monitoring visits. g. Ability to sync up offline data periodically to minimize loss of data h. Ability to upload documents; Mention file types supported i. Notify DCDEE staff of any online activity by facility operator for any activity
	LIC_3	Describe how the proposed solution will facilitate, a. state staff to receive inspection reports for Building, Fire, Sanitation and other compliance reports from external agencies b. automatically alert each childcare provider to obtain new fire, sanitation inspection or any other records that are required to be completed annually before it is due.

Category	ID	Specification
Compliance	COM_1	Describe how the proposed solution will facilitate configurable workflow to support Annual Compliance (AC) and other announced and unannounced visits to Facilities (all types of Facilities) by Regulatory staff , a. Configuration of workflows to meet the business process and change in legislation b. Alerts and notifications for each step of the process for next person in the queue. Alerts of upcoming visits due date and tracking compliance of violations cited during visits; including flexibility to schedule, suspend, repeat, edit, delete alerts c. All data validation capabilities within the system d. Ability for a consultant to access system offline during a visit to the facility; document visit summary, print visit summary, and follow up visits where needed e. System support capabilities to pull visit monitoring results for compliance as part of system integration and provide outcomes during monitoring visits g. Ability to sync up offline data periodically to minimize loss of data h. Ability to upload documents; What are the supported formats i. Notify DCDEE staff of any online by facility operator for any activity
	COM_2	Describe how the proposed solution will facilitate user's ability to Automatically calculate and award visit compliance score and compliance history for 18 months based on ending date, items, types of facilities, types of programs, violations cited, etc... ; Ability to configure the change in business process and/ or legislation
	COM_3	Describe how the proposed solution will facilitate the following for evaluating the star rating for efacilities, 1. Evaluate and assess the Program Standards 2. Evaluate and assess Staff Education 3. Evaluate and assess quality points for rated licensed facilities.
	COM_4	Describe how the proposed solution will handle grievance from a childcare provider to violation/citation
Complaints and Incidents	COMP_INC_1	Describe how the proposed solution will facilitate configurable workflow to support the following, a. Receive and process incident reports b. Receive and process complaint reports c. Manage and document summary of investigation d. Schedule follow up visits if required.

Category	ID	Specification
	COMP_INC_2	Describe how the proposed solution will enable anyone to report a complaint online that occurred in the childcare facility
	COMP_INC_3	Describe how the proposed solution will facilitate regulatory section staff to track complaint depending on their severity including the closure of facility
	COMP_INC_4	Describe how the proposed solution will handle issuance and correction of notice of administrative action following queuing process; Include in your response the ability of the system to support, a. Ability to configure the administrative action b. Ability to accept, reject the supporting documents uploaded by provider
	COMP_INC_5	Describe how the proposed solution will facilitate system to assess civil penalties and collect dues integrating with approved payment system
	PRO_PORT_1	Describe how and when the proposed solution will facilitate childcare provider to perform the following, a. Create and manage their profile b. Create and manage hours, days of operation, services, programs etc.
Provider Portal	PRO_PORT_2	Describe how the proposed solution will facilitate childcare provider to upload any supporting documents; What are the supported formats.
	PRO_PORT_7	Describe how the proposed solution will facilitate communication between childcare provider and state staff
	INT_1	Describe how the system integrates with CSDW to push all Regulatory data periodically
	INT_2	Describe how the system shares data between workforce table and Facility table with Registry to get data for Facility information, Teacher Qualification, Training, QRIS, etc.…
	INT_3	Describe how the proposed solution will maintain Search Site from Main DCDEE website
Integrations	INT_4	Describe how the system integrates with NC Pre K and SSRS to send Regulatory data to SSRS
	INT_5	Describe how the system integrates with NCRLAP to get Environmental Rating assessment data from NCRLAP
	INT_6	Describe how the system integrates with ABCMS to get data for CMR (Child Maltreatment Registry) and CBC qualification letter information and send Regulatory data

Category	ID	Specification
	INT_7	Describe how the system integrates with NCFAST for following activities, a. Send Facility data from Regulatory to NC FAST b. Send Out of State Data from Regulatory to NCFAST c. Get Subsidy Data from NCFAST to Regulatory
	INT_8	Describe how the system integrates with CCSA to send Facility, Owner, Admin, Permit data from Regulatory periodically
	INT_9	Describe how the system integrates with Secretary of State Corporation (SOS) to get Corporation Id and Corporation status updates
	INT_10	Describe how the system integrates with NC Pre-K to – Send Facility information to NC PreK and NC Pre-K field in Regulatory to update based on the info in the NC Pre-K system
	INT_11	Registration and Payment System – Integration with State approved Registration and payment platform(s) for collection of licensing fees and civil penalties, and pre-licensing registration.

ATTACHMENT L: WORKFORCE REGISTRY BUSINESS SPECIFICATIONS

Category	ID	Requirement
Administrative	ADM_1	Describe the capabilities of the Administrator roles within the solution, at a minimum to assignee user roles and permissions, modify roles, delegate permission, create/activate/deactivate/archive users, temporary revoke access, create and modify workflows.
	ADM_2	Describe the Solution's account administrative functions for creating and managing user roles.
	ADM_3	Describe how the Solution defines the different levels of a multi-level organization (i.e., state, providers, partnership agencies) and how each level can have its own administrator
	ADM_4	Describe the solutions ability to archive/delete users.
Workforce Registration	REG_1	Describe self-service capabilities that allow end users to log into the system, fill out registration application, complete registration, upload documentation(s) and submit for further processing. Describe what documentation types are supported by the solution. At a minimum, the solution should provide the capability for the following user types to enroll and register in the system - 1. Mentors & Evaluators 2. Teachers (both Lead and Assistants) 3. Technical Assistance Providers 4. Early childhood and school age administrators 5. Students training in early education 6. Program Coordinator 7. Prospective Childcare owners and Facility Owners/Directors 8. Prospective Teachers
	REG_2	Describe the solutions capability to identify duplicate registration records
	REG_3	Describe the solutions capability to merge identified duplicate registration records and unmerge records. What checks and balances are in place for approvals prior to merging or separating records
	REG_4	Describe the solutions OCR capabilities.
	REG_5	Describe the solutions capability to validate data in real time at all points of entry, including manual and bulk upload entry.

Category	ID	Requirement
	REG_6	Describe the solutions capability to handle incomplete registration including prompting users to complete registration or removing application after a certain period of time.
	REG_7	Describe the solutions capabilities to assist applicants complete registration and provide a confirmation to the applicants upon completion. Your response should registration completion for all types of end users **described above.**
	REG_8	Describe the solutions ability for manual verification and approval of registrations.
	REG_12	In instances where the business receives supporting documentation (ex: electronic/hard copy transcripts) for an applicant prior to creating their account, describe the solutions capability for enabling state staff to stage and manage such documents, including the capability to integrate the documents with the appropriate account, manually and/or automatically, when the corresponding account is subsequently created.
	REG_13	Describe how applicants can update and maintain their profile in the system and how the system allows applicants to upload additional credentials as their skills are enhanced.
	REG_14	Describe how the solution would allow applicants / facility owners and directors to associate the applicant with facility(ies). Describe how the solution provides the ability for applicant or their supervisor to indicate hours of work and wages at each facility and the start and end dates
	REG_15	Describe the ability for prospective like Childcare owners, Teachers to enroll with the workforce registry.
Security	SEC_ 1	Describe how the Solution provides role-based access
	SEC_ 2	Describe how the Solution integrates with the North Carolina Identity Management System (NCID) (https://it.nc.gov/vendor-engagement-resources#dit-services)for authentication and authorization services.
	SEC_ 3	Describe the Solution's native user authentication and authorization features, including whether multi-factor authentication is available.
Workflow	WF_1	Describe the capability of the system to configure existing workflows to meet DCDEE's needs and build new workflows, where required. Provide details about which user roles will have the capability to configure workflows in the system and build new workflows.

Category	ID	Requirement
	WF_2	DCDEE would like configurable workflows to support the following activities for all user types. Describe the capabilities of automated workflows within the system to support - 1. Registration for new and returning users 2. Education evaluation 3. Background check 4. Initial licensure approvals and renewals including verification of education and training completion. 5. Grants application evaluation 6. Trainer approval - initial and recurring 7. Survey distribution and circulation Include in your response workflow triggers, roles that could create the workflows and deploy them, alerts and notification for pending reviews, e-signature capabilities and reporting capabilities.
	WF_3	Describe the capability to support workflow queueing (sequential, conditional and parallel); capability to expedite requests in a queue; reassigning requests and redirect workflow for further assistance.
	WF_4	Describe all the pre-defined workflow status and the ability to customize and add new status fields.
	WF_5	Describe the capability of the system to provide visibility on the status of workflow to the various stakeholders based on their roles
	WF_6	Describe how the solution supports assignment of training or technical assistance (TA) by self and others. Include in your response the ability for participants to select training/technical assistance based on services/ type of delivery, location, dates, availability, cost etc.
	WF_7	Describe how the solution allows automatic assignment of mandatory training at a pre-determined frequency
	WF_8	Describe all the status to track training and TA services including and not limited to completion, overdue, pending assignment etc. Can the status values be updated to meet NC needs.
	WF_9	Describe how the training completion records be uploaded to track completion. Where required, does the solution support workflows to enable approval of self-uploaded records. Describe the workflow when records are received from authorized trainers
	WF_10	Describe how the system can integrate with other training platforms for digital transaction of training records.

Category	ID	Requirement
	WF_11	Does the solution provide the capability for the State to group trainings by category. Based on legislative changes can the training category be renamed, and new category be added. Describe how the system maintains integrity of data for reporting purposes.
	WF_12	Does the solution support trainee to communicate with trainer or technical assistance provider prior to and after training / technical assistance
	WF_13	Describe how the solution supports trainers, technical assistance providers and training center administrators to create their profile or company profile, services covered and submit their credentials.
	WF_14	Describe how the solution supports configurable workflows for trainer/technical assistance provider approval and annual renewals. Include the capability the solution offers for upload of credentials and documentation.
	WF_15	Describe how the system supports assigning mentors and evaluators with whom the participant can work with.
	WF_16	Describe how the Plans of Study and Licensure only plan and supporting documents can be managed and tracked for participants.
	WF_17	Describe how the system supports aggregating and accruing overall training and TA hours towards professional development.
	WF_18	Describe the Solution's capability for displaying, to state staff, eligibility/ineligibility status, past and/or present as defined by the business, in real time or at the point in time when the applicant's record is viewed.
Grants	WF_19	Describe the solutions ability to allow eligible enrollees to apply for grants and track educational scholarships within the system
Manual Document Generation Workflow	WF_MANU_DOC_1	Describe the solutions ability to provide spell check, grammar check, free form text, document customization, printing options, email options, delete/undelete documents, option to reuse captions, audit documents, annotate within the documents as needed and serve as a document repository.

Category	ID	Requirement
Automatic Document Generation Workflow	WF_AUTO_DOC_1	Describe the solutions ability to automatically generate letters and certifications. Describe the solutions ability to print, update fonts, letterheads and signatures, delete/undelete and save automatically generated documents.
Job Listing		Describe the solutions ability to support job listings from multiple sources.
Data Management	DAT_1	Describe how the Solution uses role-based access models and previously described security requirements for protected data as outlined in NC State Security Plan and any other relevant security documents to control access to and edit capacity for records that includes citizen data and associate PII data that may be shared between agencies.
	DAT_2	Describe how the Solution grants role-based permissions to access program data which may or may not be stored in a common set of tables depending on any field level differences identified during discovery.
	DAT_3	Describe how the Solution's role-based permissions will define CRUD transactions with the program data, as most users will not have full access to both programs specific data.
	DAT_4	Describe how the Solution records changes to user data (PII), including specific user info and time frame, existing for four levels of change, as well as other restrictions and recordings as required by State Security plan/legal concerns/Federal regulations for data protection and security.
	DAT_5	Describe how the Solution records permissions by roles as changes by a specific user in a specific time frame existing for two levels of change.
	DAT_6	Describe how the Solution ensures user access is governed by the security plan of the State and any other identified regulations/policies or requirements for systems governing Personally Identifying Information, or greater if discovered.
	DAT_7	Describe how the Solution uses a single sign on for user authentication and identifies the user with a specific role-base set of permissions.
	DAT_8	Describe how the Solution allows administrative roles for both Regulatory and EEB, which allows user roles to be defined by either Regulatory, EEB or both.
	DAT_9	Describe how the Solution allows for separate landing pages or zones for users based on their roles.
	DAT_10	Describe how the Solution normalizes data within the system, proactively avoiding duplicate records and citizens.

Rev. 2022.07.29

Category	ID	Requirement
	DAT_11	Describe how the Solution normalizes migrated, historical data.
Dynamic Generation of document	ECM_1	Describe the solutions capability to dynamically generate documents.
Integration and System Interfaces	INI_1	DIT- Describe the solutions ability to Integrate with the State agencies authentication platforms.
	INI_3	DPI- Describe the solutions ability to receive file/real time information about Licensed teachers & send information on enrollee's (teacher's) training from Department of Public Instruction Online Licensure System. Describe the solutions ability to receive wage and Licensure file; send new approved lead NC Pre-k teacher from Department of Public Instruction Human Resource Management System.
	INI_4	Describe the solutions ability to receive file containing the names of adults flagged for maltreatment from the Child Maltreatment Registry.
	INI_5	Describe how the solution shares facility and workforce qualification data between workforce and regulatory areas and keeps information current.
	INI_6	Describe the solutions ability to integrate or receive data from Training platforms such as Moodle, Voyage Sporis & Teaching Strategies for enrollees.
	INF_7	Describe the solutions ability to integrate with partnership agencies application to receive and provide information to end users. CCSA-Receive a list of bonus approval administered. CCSA Grants System – (T.E.A.C.H., WAGE$, AWARD Plus and AWARDS) Receive files with enrollee grant and wage information.
	INI_8	North Carolina Institute for CDP – Send a list of EEC certifications granted.
	INI_9	Describe the solution ability to integrate with external agencies to receive Health and Safety trainers' information
	INF_10	CBC/ABCMS-Real time integration with CBC for background check of enrollees
	INI_11	Describe the ability of the solution to Integrate with state approved payment platforms for training payments

Category	ID	Requirement
	INI_12	Describe the solutions ability to Integrate or receive monthly file from Vital Records application
	INI_13	Describe the solutions ability to integrate with Clearing houses to receive Official Transcripts.
	INI_14	Describe the solutions ability to integrate with NCRLAP to view, assign, or participate in trainings
	INI_15	Describe the solutions ability to integrate with NC Pre-K's application to route change requests for appropriate approvals by EES and Workforce Education Unit.
Dashboards	DS_1	Describe the solutions ability to provide Dashboard capabilities for users based on their requirements.
SFTP	SFTP_REC_1	Describe the solutions ability to receive SFTP, Batch Job, integrate with other solutions to receive data. May include Job boards, Grants or any places where secured SFTP is required.
Search	SRC_1	Describe the solution's ability to support and search for all data fields within the solution.
	SRC_4	Describe the solutions ability to support users to search by facility association and data elements pertaining to facilities.
	SRC_5	Describe the solutions ability to support Partnership agencies ability to search for data as per their requirements
	SRC_6	Describe the solutions ability to support users to search by Education information
	SRC_7	Describe the solutions ability to support users to search by Training information (Training type, location, cost etc.)
Requirement	CMP_1	The solution complies with Web Content Accessibility Guidelines 2.0 (WCAG 2.0) for accessibility.
Requirement	CMP_2	The solution must be Family Educational Rights and Privacy Act (FERPA) compliant (20 U.S.C. § 1232g; 34 CFR Part 99)
Requirement	CMP_3	The solution complies with the North Carolina State Government security requirements (https://it.nc.gov/vendor-engagement-resources#security).
Requirement	CMP_4	The solution complies with the North Carolina Department of Health and Human Service's Privacy and Security policies and manuals (https://policies.ncdhhs.gov/departmental/policies-manuals/section-viii-privacy-and-security).
	CMP_5	Describe how the Solution protects user privacy via user access levels and masking of social security numbers, to include restricting read/write access to user SSN by unauthorized staff.

Category	ID	Requirement
	CMP_6	Describe how the Solution archives records and/or to designate inactive users for reason e.g., death, migration out of area, no longer eligible, achieved self-sufficiency.
Intake	WFR_INT_1	Describe how the Solution maintains data for individuals, partnership agencies, facilities, TA's, state staff etc. at any point in time. During and after changes or updates.
	WFR_INT_2	Describe the process the Solution utilizes to link individuals to programs, agencies, facilities etc.
	WFR_INT_3	Describe how the proposed Solution can track reference-from source for example trainings referred.
	WFR_INT_4	Describe how the Solution captures employment and education.
	WFR_INT_5	Describe how the Solution gives "real time" prompts and not move forward if certain required data is not entered
	WFR_INT_6	Describe how the Solution will allow the user information changed by one component updated across the entire database.
	WFR_INT_7	Describe how the Solution's error/omission tracking is handled for user intake or updating.
Agency services	AS_1	Describe how the Solution will allow custom program/service creation.
	AS_2	Describe how the Solution enters narratives of user progress, developments, concerns, etc. for the overall facility record.
Case management	Case_Mgt_S_1	Describe how the Solution initiates and facilitates case management by staff, to record detailed case notes, and to follow-up on user.
	Case_Mgt_S_2	Describe how the Solution tracks users' goals, progress, and outcomes professional development, trainings, education update etc.
	Case_Mgt_S_11	Describe how the Solution provides financial reports, including how it tracks training costs and provides a report by paid training taken by users.
System Administration	SA_1	Describe how the Solution ability to separate users based on user groups.
Reporting and Analytics	RA_1	Describe all aggregate and individual level operational reports available to support the following areas in the Workforce Registry for the various roles including administrators, State users, partnership agencies, facility owners and operators, enrollees, trainers, general public etc. - a. Information about workforce registrant including reports on their demographic, qualification, training, technical assistance, licensure, place of employment, wages etc.

Category	ID	Requirement
		b. Information about trainers including hours of training provided, training feedback etc. c. Information and characteristics of the childcare facilities. d. Staff turnover and students in pipeline e. Required training by role f. Capabilities that exist to support correlation report g. Information about customer service provided (issue history, issue frequency, etc.) h. Others, as applicable
	RA_2	Using the data in the system describe the reports that support longitudinal analysis of enrollees and facilities to establish the correct sequence of events and identify changes over time.

ATTACHMENT M: NC PRE-K SPECIFICATIONS

Category	ID	Specification
Administrative	PK_ADM_1	Describe the solution's capabilities to manage the Administrator roles, at a minimum to assign user roles and permissions, modify roles, delegate permission, create/activate/deactivate/archive users, temporarily revoke access, create and modify workflows by identified stakeholders at state and local level.
	PK_ADM_2	Describe the solution's capabilities for account administrative functions to create and manage user roles.
	PK_ADM_3	Describe the solution's capabilities to define the different levels of a multi-level organization (i.e., state, providers, partnership/contracting agencies) and how each level can have its own administrator capabilities.
	PK_ADM_4	Describe the solution's ability to create a user role above the local administrators.
Registration	PK_REG_1	Describe the solution's self-service capabilities that allow end users to log into the system, fill out registration application, complete registration, and upload documentation(s) for further processing. Describe the types of documentation types that are supported by the solution.
	PK_REG_2	Describe the solution's ability to create user groups and associate users with them.
	PK_REG_3	Describe the solution's ability to identify duplicate records for users.
	PK_REG_4	Describe the solution's ability to merge user records in case of duplicates.
	PK_REG_5	Describe the solution's ability to allow management of stakeholder specific profiles.
	PK_REG_6	Describe the solution's ability to enable stakeholders to create an account to submit electronic applications and supporting documentation.
	PK_REG_7	Describe the solution's ability to read text and convert it to the data fields.
	PK_REG_8	Describe the solution's ability to track electronic application updates.
	PK_REG_9	Describe the solution's ability to enable communications between stakeholders and present alerts as needed.

Rev. 2022.07.29

	PK_REG_10	Describe the solution's capability for manual and automatic verification and approval of registrations records.
	PK_REG_11	Describe the solution's capability to validate data in real time at all points of entry, including manual and bulk upload entry.
	PK_REG_12	Describe the solution's ability to save incomplete applications or registrations.
Child Application	CHL_APP_1	Describe the solutions ability to accept electronic applications automatically and manually.
	CHL_APP_2	Describe the solutions ability to provide a confirmation of successful completion of application.
	CHL_APP_3	Describe capability to identify duplicate stakeholder records and merge them.
	CHL_APP_4	Describe the solution's capabilities to upload (import and export) supporting documents and management of those documents.
	CHL_APP_5	Describe the solution's Optical Character Recognition (OCR) capabilities, including abilities to scan postal application and supporting documents as well as automated text extraction to tables.
	CHL_APP_6	Describe the solution's ability to support updating child application based on the legislation, childcare rules, and policies. This should be table driven to support updates of the eligibility criteria.
	CHL_APP_7	Describe the solution's ability to perform automated calculations to inform business processes specified by the business.
	CHL_APP_8	Describe the solution's ability to support configurable workflows in support of processes specified by the business, including capability that enables and enforces process steps where approvals are required that are informed by data from internal and external interfaces with ancillary solutions (ex: Workforce Registry).
	CHL_APP_9	Describe the solution's ability to track all funding sources for relevant stakeholders.
	CHL_APP_10	Describe the solution's ability to support processing of data in bulk or individually.
	CHL_APP_11	Describe the solution's capability to support workflow queueing (sequential, conditional, and parallel) including the capability to expedite requests in a queue, reassign queued requests, and redirect queued requests for further assistance.
	CHL_APP_12	Describe the solution's capability to support assigning a priority value to applications based on the eligibility criteria met.
	CHL_APP_13	Describe the solution's capability to automatically recalculate priorities for all applications.
	CHL_APP_14	Describe the solution's ability to track and report the status of documents for internal and external stakeholders.

Workflow	PK_WF_1	Describe the solution's ability to provide workflows that enable the moving and removal of forms at periods specified by the business.
	PK_WF_2	Describe the solution's ability to provide workflows that support scheduling requirements.
	PK_WF_3	Describe the solution's ability to provide workflows to enable seamless data entry from it into ancillary applications (ex: PowerSchool).
	PK_WF_4	Describe all the pre-defined workflow statuses and the ability to customize and add new status values.
	PK_WF_5	Describe the capability of the system to provide visibility into the status of stakeholder entries in various workflows based on their roles.
	PK_WF_6	Describe the solution's ability to support document generation and distribution to individual and multiple internal and external stakeholders.
	PK_WF_7	Describe any automated calculation features of the solution.
	PK_WF_8	Describe the solution's ability to produce documentation from calculations in formats prescribed by the business.
	PK_WF_9	Describe the solution's capability for enabling management of specified content directly by the business.
	PK_WF_10	Describe the capability of the solution to configure existing workflows to meet DCDEE's needs and build new workflows, where required. Provide details about which user roles will have the capability to configure workflows in the system and build new workflows.
	PK_WF_11	Describe the solution's ability to enable designated stakeholders to view and reserve classroom seats for children.
	PK_WF_12	Describe the solution's ability to enable specified users to configure portions of it.
	PK_WF_13	Describe the solution's role-based security capability for managing internal day-to-day operations for internal and external stakeholders.
	PK_WF_14	Describe the solution's ability to support automation of prescribed workflows.
	PK_WF_15	Describe the solution's ability to enable stakeholders to create and manage stakeholder specific site pages and tailored content.
	PK_WF_16	Describe the solution's capability to support maintenance of site and associated data attributes in the system.

	PK_WF_17	Describe the solutions ability to support creation, review, update, deletion, and recreation of forms.
	PK_WF_18	Describe the solution's ability to interface with ancillary solutions (ex: Workforce Registry) to compile stakeholder records per prescribed business processes.
	PK_WF_19	Describe the solution's ability to transition configurations and data from a point in time to stand corresponding abstractions in preparation for the subsequent periods while keeping the data for current and previous periods intact.
	PK_WF_20	Describe the solution's ability to configure program type, application, priorities, NC Pre-K score, appointment schedule, distance calculator, and assignment of sites to a program.
	PK_WF_21	Describe the solution's ability to archive data for the past year and export it as needed.
	PK_WF_22	Describe the solution's authorization and permissions model supporting security and administration capability.
	PK_WF_23	Describe the solution's ability to add site operational/non-operational days for specified reporting periods, apply them to subsequent reporting periods, and edit as needed.
	PK_WF_24	Describe the solution's ability to manually add records for reporting periods and duplicate their additions in subsequent reporting periods.
	PK_WF_25	Describe the solution's ability to merge content as prescribed by the business.
	PK_WF_26	Describe the solution's electronic signature capabilities.
	PK_WF_27	Describe the solution's ability to support distribution of forms individually and in bulk.
	PK_WF_28	Describe the solution's ability to support workflows that track and provide updates on the status of forms.
System Administrators	SA_1	Describe the solution's support for hierarchical implementation of user roles and permissions.
	SA_2	Describe the solution's ability lock and reopen functionalities.
	SA_3	Describe the solution's capability to aid the business in delivering effective and efficient end user support through use of screenshare and chat functionality.
Reporting and Analytics	RT_1	Describe the solution's role-based reporting capability. Include all aggregate and individual level operational reports available for all roles.
	RT_2	Describe the solution's longitudinal analysis and related reporting capabilities using data accessible to the system.

	RT_3	Describe the solution's capability for enabling stakeholders to configure and tailor reports to meet their needs.
	RT_4	Describe the solution's ability to schedule automatic report generation (single and batch).
	RT_5	Describe the solution's capability for guiding ad-hoc report generation, including capabilities for role-based access to relevant data elements to build and save reports.
	RT_6	Describe the process and related role/permissions model for managing (create, read, update, and delete) production level reports.
	RT_7	Describe the proposed solution's predictive analytics capabilities to enable DCDEE to better allocate resources and improve customer satisfaction. Include in your response the various analytic reports provided for various stakeholders to support analytics informed decision making.
	RT_8	Describe the solution's audit trail capabilities, including audit logging and associated reporting.
	RT_9	Describe the security reports the solution offers to support State security requirements.
	RT_10	Describe supported report output formats (CSV, TXT, etc.) and methods for delivering them.
	RT_11	Describe the solution's ability to enable stakeholders to generate reports from survey data.
Automated Processes	AUT_1	Describe the solution's capability for accurate real-time display and reporting of data.
	AUT_2	Describe the solution's automated communications capability (alert, email, etc.), including communications management functionality and triggers.
	AUT_3	Describe the solution's capability for supporting automatic calculations defined by the business.
Integration	PK_INT_1	Describe the solution's ability to interface with multiple internal and external systems (ex: NCID, Registry, Regulatory, Open Windows, CSDW, PowerSchool, Microsoft Outlook, etc.) to inform functionality it provides in supporting business processes.
	PK_INT_2	Describe the solution's capability for managing surveys, including distribution, tracking, and reporting.
	PK_INT_3	Describe the solution's ability to support bidirectional email communications for authorized users.
Security	PK_SEC_ 1	Describe the solution's capability for managing role-based user access.

Rev. 2022.07.29

	PK_SEC_2	Describe the solution's capability for integrating with the North Carolina Identity Management System (NCID) to meeting authentication and authorization requirements.
	PK_SEC_3	Describe the solution's native user authentication and authorization features, including multi-factor authentication if available.
	PK_SEC_4	Describe the solution's ability to transmit and receive data securely, including SFTP.
Document Management	PK_MANU_DOC_1	Describe the solution's ability to provide spell check, grammar check, free form text, document customization, printing options, email options, delete/undelete documents, option to reuse captions, audit documents, and annotate within the documents as needed.
	PK_AUTO_DOC_1	Describe the solution's ability to automatically generate letters and certifications. Describe the solution's ability to print, update fonts, letterheads and signatures, delete/undelete and save automatically generated documents.
	PK_AUTO_DOC_2	Describe the solution's ability to receive and store documents (for example, when digital transcripts are received or when attachments are sent by postal mail and scanned) to be shared among authorized users. Describe in detail how the documents are indexed, stored, and not duplicated when it is shared among users.
	PK_AUTO_DOC_3	Describe the solution's support for flagging documents that might be incomplete.
	PK_AUTO_DOC_4	Describe how the solution allows scanned documents to be stored.
	PK_AUTO_DOC_5	Describe the solution's ability to support document management processes including and not limited to indexing, version control, audit trail, check in-check out, preview documents, upload of files and images, annotation capabilities etc.
	PK_AUTO_DOC_6	Describe the solution's search capabilities for document retrieval.
Data Management	PK_DAT_1	Describe how the solution uses role-based access to satisfy state security requirements for protected data as outlined in the NC State Security Plan and any other relevant security documents. Describe its ability to control access to and editing of records that includes citizen data and associate PII data that may be shared between agencies.
	PK_DAT_2	Describe how the solution manages role-based permissions for accessing program data which may or may not be stored in a common set of tables.

	PK_DAT_3	Describe how the solution's role-based access and permissions functionality influence its data management capability (create, read, update, and delete), as most users will not have full access to all data.
	PK_DAT_4	Describe how the solution records changes to user data (PII), including specific user info and time frame and other restrictions and recordings as required by State Security plan/legal concerns/Federal regulations for data protection and security.
	PK_DAT_5	Describe how the solution records permissions by roles as changes by a specific user in a specific time frame.
	PK_DAT_6	Describe the solution's support for single sign-on user authentication and the application of user access based on assigned roles and permissions.
	PK_DAT_7	Describe the solution's capability for managing administrative roles within and across business units. (Ex: for both Regulatory and EEB, which allows user roles to be defined by either Regulatory, EEB or both.)
	PK_DAT_8	Describe the solution's support for provisioning landing pages or zones for users based on their roles.
	PK_DAT_9	Describe how the solution normalizes data within the system, proactively preventing duplicate records.
	PK_DAT_10	Describe how the solution normalizes migrated, historical data.
Search functionality	PK_SRC_1	Describe the solution's ability to support and search for all data fields within the solution.
Compliance	PK_CMP_1	The solution complies with Web Content Accessibility Guidelines 2.0 (WCAG 2.0) for accessibility.
	PK_CMP_2	The solution must be Family Educational Rights and Privacy Act (FERPA) compliant (20 U.S.C. § 1232g; 34 CFR Part 99)
	PK_CMP_3	The solution complies with the North Carolina State Government security requirements (https://it.nc.gov/vendor-engagement-resources#security).
	PK_CMP_4	The solution complies with the North Carolina Department of Health and Human Service's Privacy and Security policies and manuals (https://policies.ncdhhs.gov/departmental/policies-manuals/section-viii-privacy-and-security).
	PK_CMP_5	Describe how the solution archives records and/or inactivates users (for reasons such as death, migration out of area, no longer eligible, achieved self-sufficiency.)

ATTACHMENT N: SUBSIDY PROVIDER COMPLIANCE BUSINESS SPECIFICATIONS

Category/Area of Focus	ID	Requirements
Random Visits Subsidy and Other Referrals Regulatory Actions Technical Assistance	SPC_1	Describe how the solution enables the following: A method to accept, store, retrieve and manipulate data related to Provider Compliance work. This includes the Checklist, Report, Letters, and Documentation Logs
	SPC_2	Describe how the solution enables the following: For each random evaluation a checklist is created. The checklist will be automated in the new system. The Checklist will: o Prefill the selected format with the following information in response to entry of the license number: Facility Name Owner Administrator Address Phone number Email address License Number Capacity by shift (1, 2, 3) (These field will be searchable once the checklists are completed.) o Add standard comments to checklist from a library using a keyword search (these comments must be user maintained so they can be changed when items change within DCDEE) o Comment field for consultant to place free-from text (this field needs to be large – like 7000 characters and needs to be format-able with bullets, numbering, and paragraph breaks) o Allow selection of types of Technical Assistance from a drop down multiselect (include the types of TA on page 3 of the flowchart along with a comment field of 7000 characters) o Assurances (electronic signature) o Closing (standard language that must be user maintained) o Insert phone number and email address of consultant upon selection of the consultant's name or dropdown (must be user maintained)

Category/Area of Focus	ID	Requirements

	SPC_3	Describe how the solution enables the following:
		
		Upon assignment of the providers the consultants create a documentation log. This log is maintained throughout the life cycle of the provider's evaluation and follow-up.
		The Documentation Log will:
		o Create documentation log upon entry of the license number (Regulatory Interface)
		     Facility Name
		     Owner
		     Administrator
		     Email address
		     Phone Number
		     Address
		     Star Level
		     Consultant
		     Supervisor
		     Regional Manager
		o Screens to enter data (this is currently a Word table)
		     Date
		     Event
		     Contact Type
		     Contact with
		     Narrative fields (must 7000 characters and be able to accept paste from other Word documents and screenshots and snips from NC FAST, or other related documents.

Category/Area of Focus	ID	Requirements

	SPC_4	Describe how the solution enables the following:
		
		When the error rate for attendance or other violations are cited, an Investigations Findings Report is created. Refer to Page 1 of flowchart. This portion is part of the actions listed.
		
		The report will:
		o Select report type to create format
		   Investigation Findings
		o Prefill the selected format with the following information in response to entry of the license number:
		   Facility Name
		   Owner
		   Administrator
		   Address
		   Phone number
		   Email address
		   License Number
		   Capacity by shift (1, 2, 3)
		o Insert standard language upon request for "Summary of Findings" (self-maintained)
		o Insert a table with the data from the spreadsheet (This can be a field where the data from the spreadsheet created outside the system is pasted in).
		
		Also, a field for entry for the below fields that will create a table in the report. This is currently a Word table within the Word document.)
		   Month(s) (with one line for each month)
		   Number of Entries per month
		   Number of Unsupported Attendance Days per month
		   Total Unsupported Attendance Days for period assessed
		   Unsupported days error rate
		   Insert the consultant's name and title from a drop down (also self-maintained)
		   Included a heading: Service Months Evaluated and insert the service months assessed from a drop down this is multiselect from a calendar and must allow for unlimited selections.

Rev. 2022.07.29

Category/Area of Focus	ID	Requirements

	SPC_5	Describe how the solution enables the following:
		
		Following the Random Evaluations with error rate greater than 10% for attendance or for violations of other parts of requirements for participation or Investigations Findings, a letter is created (this includes the Investigations Findings on a separate page).
		The Letters will:
		o Create a letter from a template in response to selection of letter type
		     No error
		     Error
		     1st Non-Comp
		     2nd Non-Comp
		     3rd Non-Comp
		     Ineligibility
		o Store all template information needed for letter types (must be self-maintained)
		o Include the following information in response to a license number entry
		     Facility Name
		     Owner
		     Administrator
		     Address
		     License Number
		o Insert phone number and email address of consultant upon selection of the consultant's name (dropdown)
		o Insert names for cc line from license number
		     Tables
		     Regulatory Services Managers (from Regulatory system)
		     Other names by a list (include Andrea Lewis, etc. Could be a field to add names)
		     Subsidy Staff (from a table self-maintained. Select from list. Have titles there but can delete lines)
		          Managers
		          Lead Worker
		          Technical Assistance Consultants
		          Data Manager
		          Others
		          Interface with Regulatory Data Base
		          Consultant
		          Supervisor
		          Regional Manager
		o Add pages for
		     Appeal Rights
		     Applicable Authority

Rev. 2022.07.29

Category/Area of Focus	ID	Requirements
	SPC_6	Describe how the solution enables the following: All documents must generate a pdf for use in the "send for signature" functionality within the Adobe application
	SPC_7	Describe how the solution enables the following: Other functions: Document repository attached to license number by date of occurrence o Attendance Evaluation o Letters o Reports These would be the pdf documents and must be available on demand by license number. On Demand query results for parameters currently filtered from existing excel logs o Standard o Ad Hoc This includes at least consultant, license number, type of action and we need to think of other parameters we need.

ATTACHMENT O: BUSINESS AND TECHNICAL SPECIFICATIONS

Solution Functional Area(s)	ID	Specification
Workflow Management Data Management Usability	TSpec_1	Explain the solution's capability to enable stakeholders to manage and tailor workflows (create, edit, delete). Describe the degree of workflow complexity the solution will enable the state to manage. Describe its ability to evaluate data values internal and external to it in directing its workflows.
Workflow Management Data Management Document/Forms Management	TSpec_2	Explain the solution's ability to use metadata in exercising its functionality, including creating, reading, updating, and deleting it. Explain its capability of doing so for digital data internal and external to it. Explain its ability to assess metadata in informing conditions required for exercising specific workflows.
Workflow Management Data Management Document/Forms Management	TSpec_3	Describe the solution's support for electronic signatures, including its ability to assess them in informing the execution of workflows defined in the solution.
Workflow Management Data Management	TSpec_4	Describe the solution's capability for assessing internal and external data values as conditions for executing specified workflows.
Workflow Management Scheduling Communication (alerts, reminders, emails, text) Interface, Network, Security	TSpec_5	Describe the solution's use of scheduling capability in exercising and enforcing specified workflows involving internal and external stakeholders.
Workflow Management Document/Forms Management Interface, Network, Security	TSpec_6	Describe the solution's ability to manually and automatically route documents and packets of documents through specified workflows.
Workflow Management	TSpec_7	Describe the solution's ability to enforce the sequence of steps in workflows.
Workflow Management Communication (alerts, reminders, emails, text)	TSpec_8	Describe the solution's ability to visually illustrate real-time progress through defined workflows.
Workflow Management Scheduling Communication (alerts, reminders, emails, text) Interface, Network, Security	TSpec_9	Describe the solution's automatic alerting, notification, reminder, reply, emailing, and messaging capabilities, triggered by events and conditions defined by the business, as part of supporting enforcement of specified workflows. Describe the solution's ability to exercise those capabilities in ways tailored for specific workflows involving various internal and external stakeholder groups.

Solution Functional Area(s)	ID	Specification
Workflow Management Scheduling Communication (alerts, reminders, emails, text) Interface, Network, Security	TSpec_10	Describe the solution's capability for manual alerting, notification, reminder, emailing, and messaging in supporting enforcement of specified workflows. Describe the solution's ability to exercise those capabilities in ways tailored for specific workflows involving internal and external stakeholder groups.
Workflow Management Data Management Document/Forms Management	TSpec_11	Describe the solution's capability to assess the status of documents and field values as conditions informing workflow paths of execution.
Workflow Management Documents/Forms Management	TSpec_12	Describe the solution's capability for manual and automatic generation of electronic forms as inputs to and as outputs of specified workflows.
Workflow Management Documents/Forms Management	TSpec_13	Describe the solution's capability to require specified fields be populated within its various workflows.
Data Management Interface, Network, Security	TSpec_14	Describe the solution's capability to manage lists or support interface with an auxiliary application to that end.
Workflow Management Data Management Interface, Network, Security	TSpec_15	Describe the solution's capability to automatically perform calculations per formulas provided by the business. The source of data used to perform the calculations may be internal and/or external to the solution. Describe the solution's ability to assess calculation results as conditions informing execution of specified workflows. Describe the solution's ability to report on the calculations.
Interface, Network, Security Workflow Management Documents/Forms Management Report Management Administration	TSpec_16	Describe the solution's capability for managing user access (add, remove, suspend, archive, permissions, roles, etc.) including hierarchical implementation capabilities and organizational associations, and the levels to which the solution supports their application in workflows, forms, fields, and reports.
User Management Workflow Management Data Management	TSpec_17	Describe the solution's ability to support simultaneous use of it by multiple stakeholders. Describe how it manages simultaneous access to the same data while ensuring data integrity .
Interface, Network, Security Data Management	TSpec_18	Describe the solution's model(s) for interfacing with auxiliary systems and solutions. Discuss all types that are feasible with the solution and the levels of effort to implement them. Describe the solution's capability to enable stakeholders to exercise functionality within the auxiliary systems/solution with and without leaving the environment of your solution. Describe associated data exchange capabilities.

Solution Functional Area(s)	ID	Specification
Interface, Network, Security	TSpec_19	The solution will need to interface with multiple systems, some of which require authentication for access. Describe the solution's authentication model and explain how the solution minimizes the number of times stakeholders are required to enter user credentials to access each interfaced system/solution, including when the authentication models between solutions/systems differ.
Interface, Network, Security	TSpec_20	Explain the solution's capability to incorporate the state's authentication model for accessing it.
Interface, Network, Security Workflow Management Data Management	TSpec_21	Explain the solution's capability to assess data passed during authentication to inform workflows availed to the stakeholders.
Interface, Network, Security	TSpec_22	Describe the solution's authorization capability.
Data Management Interface, Network, Security	TSpec_23	Explain the solutions capability to interface with and manage data in the government cloud or on government premises.
Usability Security	TSpec_24	Describe the capabilities the solution offers to enable stakeholders to enter data via standard data types (ex: checkbox, radio button, textbox, etc.) and its ability to mask data on entry.
Error Checking Data Management	TSpec_25	Describe how the solution minimizes the opportunity for user errors during data entry and before data submission.
Interface, Network, Security Workflow Management Data Management Document Management	TSpec_26	Describe the solution's ability to support manual and automated management (create, update, view, delete) of electronic records and documents that comprise them. Explain its ability to manage data internal to it and external to it.
Interface, Network, Security Document Management	TSpec_27	Describe the solution's ability to upload/download and/or distribute documents and/or data from forms to internal and external stakeholders.
Communication (alerts, reminders, emails, text) Interface, Network, Security Usability	TSpec_28	Describe the solution's automatic, real-time update capability.
Document Management Report Management	TSpec_29	Describe the solution's capability for generating standard and ad-hoc documents, including reports.
Report Management	TSpec_30	Describe the solution's reporting capability, including its ability to generate standard and customized reports in output formats specified by stakeholders.
Report Management	TSpec_31	Describe the solution's capability for manual and/or scheduled individual and/or batch reporting.

Solution Functional Area(s)	ID	Specification
Report Management	TSpec_32	Describe the solution's capability to enable stakeholders to edit specified reports and documents it generates.
Report Management	TSpec_33	Describe the solution's capability to prevent stakeholders from editing specified reports and documents it generates.
Report Management Data Management File Management Document Management	TSpec_34	Describe the document and report formats the solution enables stakeholders to produce.
Data Management File Management Interface, Network, Security	TSpec_35	Describe the solution's ability to save data to stores internal and external to it.
Workflow Management Data Management File Management Document Management Interface, Network, Security	TSpec_36	Explain the solution's ability to, manually and automatically, create data records and documents and export them to specified data stores.
Workflow Management Data Management File Management Document Management Interface, Network, Security	TSpec_37	Explain the solution's ability to, manually and automatically, import data records and documents from external stores and consume them in exercising workflows managed within the solution.
Interface, Network, Security Data Management	TSpec_38	Explain how the solution secures data in transit and at rest.
Interface, Network, Security Data Management	TSpec_39	Describe the solution's capability for remaining useable when offline.
Workflow Management Data Management File Management Document Management Interface, Network, Security	TSpec_40	Describe the solution's ability to manage data while it is offline and automatically synchronize that data with all required internal and external data stores when it comes online.

Solution Functional Area(s)	ID	Specification
Search and Filter	TSpec_41	Describe the solution's capability for searching data internal and external to it. Include capabilities for constraining the search and filtering search results.
User Editability	TSpec_42	Describe how it enables the business to directly manage text as it needs to (ex: letterhead, signature line, legislative narrative, message text, notification text, alert text, email text, help text, etc.)
Forms Management	TSpec_43	Describe how the solution enables management (generation and customization) of form templates.
Data Management File Management Document Management	TSpec_44	Describe the solution's ability to enable stakeholders to view common file types (ex: pdf, doc, jpg, png, mp4, etc.)
User Management Workflow Management Data Management Interface, Network, Security Document Management Usability User Editability	TSpec_45	Describe the solution's capability to present information from internal and external sources to stakeholders tailored to their individual needs by role. Explain ways it enables stakeholders to tailor the way the information is presented.
Usability Workflow Management Data Management	TSpec_46	Describe the solution's capability for enabling stakeholders to define new fields needed to support business process.
Workflow Management Administration	TSpec_47	Describe the solution's ability to automatically enable, disable, and/or populate fields based on conditions defined by the business.
Workflow Management Data Management File Management Document Management	TSpec_48	Describe the solutions capability to enable stakeholders to save work at a point in time and resume that work from that point as needed.
Interface, Network, Security Data Management File Management Document Management	TSpec_49	Describe how the solution minimizes the need for stakeholders to leave the solution to access data/functionality in systems/solutions to which it interfaces.

Rev. 2022.07.29

Solution Functional Area(s)	ID	Specification
Interface, Network, Security Audit Log Report Management	TSpec_50	Describe the solution's audit logging capability. Describe opportunities for enabling the business to define information to be captured in the log and for creating customized logs. Explain how it enables stakeholders to view, query, filter, and report on its content.
Help	TSpec_51	Describe the solution's help capability.
Training Testing	TSpec_52	Describe provisions for testing changes to the solution and for training stakeholders.
Print Document Management	TSpec_53	Describe the solution's print capability.
Usability	TSpec_54	Describe how the solution is built to be mobile friendly and browser agnostic.
Payment Processing	TSpec_55	Describe the solution's payment processing capabilities and/or support for them.
Geo-mapping Usability	TSpec_56	Describe the solution's geo-mapping capability.
Accessibility Usability	TSpec_57	Describe the solution's capability to enable stakeholders to customize the user interface and corresponding correspondence and artifacts such that they conform to a selected language preference, including translation capability to and from selected language preference. Include in description support for special characters associated with language preference.
Usability Security	TSpec_58	Describe the solution's capability for redacting or supporting redaction of documents it generates and/or manages.
Self-Service Workflow Management	TSpec_59	Describe the solution's self-service capability (self-registration and/or enrollment functionality, profile maintenance, etc.). Include description of queueing capability in support of registration/enrollment process management (ex: FIFO). Include automatic registration/enrollment capability and handling of exception cases (ex: partial or incomplete registration/enrollment, purging dangling registration records, etc.)
Administration Security File Management	TSpec_60	Describe the solution's registration and/or enrollment record management capability (create, read, update, delete, suspend, merge, unmerge, confirmation, etc.)
Document Management Report Management File Management	TSpec_61	Describe the solution's capability for enabling stakeholders to manage libraries of standardized text and use it in managing (create, update) documents and reports it generates.

Solution Functional Area(s)	ID	Specification
Document Management File Management	TSpec_62	Describe the solution's ability to convert an image of text into a machine-readable text format or support for that functionality via interface with an auxiliary solution that does.
Security	TSpec_63	Describe your process detecting and minimizing security vulnerabilities resulting from solution development. Describe your process for resolving security vulnerabilities discovered after deployment to production.
Accounting and Budgeting	TSpec_64	Describe the solution's capability for supporting business processes requiring accounting and budget management.
Branding	TSpec_65	Describe the solution's ability to support stakeholder branding requirements.
Analytics	TSpec_66	Describe the solution's data analytics capabilities.
Classroom Management	TSpec_67	Describe the solution's classroom management capabilities, including functionality enabling the use of classroom relevant abstractions that support operations and future state preparation activities.
Survey Management	TSpec_68	Describe the solution's survey management capabilities.

ATTACHMENT P: LIST OF REPORTS

1. Security Report
2. Standard Reports
   a. Alphabetical Listing Report
   b. Statistical Analysis Report
   c. Consultant Activity Report
3. Personal Reports
   a. Administrative Actions
   b. Administrative Actions Appeals
   c. Compliance History Assessment
   d. Compliance History Assessment Batch List
   e. Complaint Tracking
   f. Complaint Tracking 2
   g. Delinquent Annual Compliance Visits
   h. Facility Profile
   i. Facilities Due for Annual Compliance
   j. Status Activity
   k. Violation Tracking
   l. Visit Activity
4. Incident Report
5. Inactive Status Report
6. Illegal Summary by County
7. Illegal Summary by Cnty/Consult
8. Illegal Detail by Facility
9. Permit Type Report
10. Standard Violation Text – Center
11. Standard Violation Text – FCCH
12. Sex Offender Match Report
13. Compliance Batch Report
14. Bonus Report
15. Production Counts Report

Rev. 2022.07.29

Attachments Q – MMM: Workflow Diagrams

Instructions for Access to Attachments

<mark>Please contact the Contract Specialist listed on page one (1) of this RFQ</mark> for access to workflow diagrams associated with the processes within Business and Technical Requirements and Business and Technical Specifications. Workflow diagrams are available in an **electronic .pdf format**, but you must request electronic access by providing your Company name, name and e-mail address to the Contract Specialist.

Click on the link below to access Attachment Q through Attachment MMM. The list of associated follows.

WORKFLOW DIAGRAMS

Attachment Q: Regulatory Context Diagram (As-Is)

Attachment R: Regulatory workflow - Complaint Intake

Attachment S: Regulatory workflow - Complaint Visit Process (Centers and Family Child Care Homes)

Attachment T: Regulatory workflow - Issuance and Processing of Compliance Letters (FCCH and Centers)

Attachment U: Regulatory workflow - Drop-In providers

Attachment V: Regulatory workflow - Pre-Licensing Consultation Process for Child Care Centers

Attachment W: Regulatory workflow - Routine Unannounced Compliance Visit Process (Centers and Family Child Care Homes) – Licensing

Attachment X: Regulatory workflow - Unannounced Follow-Up Visit Process - Investigations (Centers and Family Child Care Homes)

Attachment Y: Regulatory workflow - Facility Changes

Attachment Z: Regulatory workflow - Incident Reports

Attachment AA: Regulatory workflow - out-of-state providers

Attachment BB: Regulatory workflow - Permit Changes

Attachment CC: Regulatory workflow - Pre-Licensing Workshop Registration Process for Child Care Center Operators

Attachment DD: Regulatory workflow - Summer Day Camp Close

Attachment EE: Regulatory workflow - Summer Day Camp open

Attachment FF: Regulatory context Diagram (to-be)

Attachment GG: Regulatory workflow - Administrative Action Follow-Up Visit Process (Centers and Family Child Care Homes)

Attachment HH: Regulatory workflow - Annual Compliance Visit Process for Child Care Centers – Licensing

Attachment II: Regulatory workflow - Annual Compliance Visit Process for Family Child Care Homes – Licensing

Attachment JJ: Regulatory workflow - Attempted Visit – FCCH and Center

Attachment KK: Regulatory workflow - Complaint Follow-Up Visit Process - Investigations (Centers and Family Child Care Homes)

Attachment LL: Regulatory workflow - Complaint Follow-up Visit Process (Centers and Family Child Care Homes) – Licensing

Attachment MM: DCDEE Workforce Registry context diagram

Attachment NN: WORKS Registration Workflow

Attachment OO: WORKS Evaluation workflow

Attachment PP: Subsidy Provider Compliance – Referrals process workflow

Attachment QQ: Subsidy Provider Compliance – Evaluation process Workflow

Attachment RR: Subsidy Provider Compliance – Exit process workflow

Attachment SS: Subsidy Provider Compliance – Random process workflow

Attachment TT: NC Pre-k To Be Context Diagram

Attachment UU: NC Pre-k APP High level process flow

Attachment VV: NC Pre-k kids High level process flow

Attachment WW: NC Pre-k plan High level process flow

Attachment XX: Add new classroom and cr generation

Attachment YY: Add children (add child screen)

Attachment ZZ: Customization of child application

Attachment AAA: Edit/update priorities

Attachment BBB: Create all forms hyperlink (create all forms screen)

Attachment CCC: Delete multiple forms hyperlink

Attachment DDD: Make forms in process hyperlink

Attachment EEE: Make forms ready to submit hyperlink (make all forms ready to submit screen)

Attachment FFF: Monthly submission tracking report

Attachment GGG: CR approvals by state staff

Attachment HHH: Place existing teacher (automatic assignment)

Rev. 2022.07.29

Attachment III: Place new teacher (automatic assignment)

Attachment JJJ: Proposed budget

Attachment KKK: Rates and children

Attachment LLL: Reimbursement rates button

Attachment MMM: Site change request screen

Rev. 2022.07.29