

STATE OF NORTH CAROLINA	REQUEST FOR PROPOSAL NO. 50-NCCCS-08092018
North Carolina Community College System College and Career Readiness	Offers will be publicly opened: 11/08/19
Refer <u>ALL</u> inquiries regarding this RFP to: Ruth Risser risserr@nccommunitycolleges.edu (919) 807-7199	Issue Date: 09/20/2019
	Commodity Number: 920-66
	Description: Open Market
See page 2 for mailing instructions.	Using Agency: North Carolina Community College System (NCCCS)
	Requisition No.:

OFFER AND ACCEPTANCE: The State seeks offers for the Online Services and/or goods described in this solicitation. All offers and responses received shall be treated as offers to contract. The State's acceptance of any offer must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's offer.

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. By executing this offer, I certify that this offer is submitted competitively and without collusion.

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 one hundred and twenty (120) days from date of offer opening unless otherwise stated here: ___ days.

ACCEPTANCE OF OFFER: If any or all parts of this offer are accepted, an authorized representative of NCCCS shall affix their signature hereto and this document and the documents identified above shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the awarded Vendor(s).

<u>FOR NCCCS USE ONLY</u>
Offer accepted and contract awarded this ___ day of _____, 20___, as indicated on attached certification, by _____ (Authorized representative of NCCCS).

DELIVERY INSTRUCTIONS: The Vendor must deliver one (1) **signed original** and **one (1) copy** of the Offer to Issuing Agency in a sealed package with Company Name and RFP Number clearly marked on the front. **The Vendor must return all the pages of this solicitation in their response.** The Vendor must also submit one (1) signed, executed electronic copy of its offer on a USB Flash Drive(s). The files should not be password-protected and should be capable of being copied to other media.

Address envelope and insert offer number as shown below. Please note that the US Postal Service does not deliver any mail (US Postal Express, Certified, Priority, Overnight, etc.) on a set delivery schedule to this Office. **It is the responsibility of the Vendor to have the offer in this Office by the specified time and date of opening.**

MAILING ADDRESS FOR DELIVERY OF QUOTE VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
<p><i>RFP No. 50-NCCCS-08092018</i> Attn: Ruth Risser NC Community College System 5013 Mail Service Center Raleigh, NC 27699-5013</p>	<p><i>RFP No. 50-NCCCS-08092018:</i> Attn: Ruth Risser NC Community College System 200 West Jones Street Raleigh, NC 27603</p>

Sealed offers, subject to the conditions made a part hereof, will be received at 200 West Jones Street, Raleigh, NC 27603 until 2:00 pm Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted in a sealed package 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. **All offers must comply with Section VI, Proposal Content and Organization.**

Offers will not be accepted by electronic means. This RFP is available electronically at <https://www.ips.state.nc.us/ips/>. All inquiries regarding the RFP specifications or requirements are to be addressed to the contact person listed on Page 1.

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

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

VENDOR LICENSE OR SUPPORT AGREEMENT(S): 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, legal fees or other similar costs.

DIGITAL IMAGING: The State will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

QUESTIONS CONCERNING RFP: Written questions concerning this RFP will be received until October 4, 2019 at 2:00 pm Eastern Time. They must be sent via e-mail to: risserr@ncccommunitycolleges.edu. Please insert "Questions 50-NCCCS- 08092018" as the subject for the email. The questions should be submitted in the following format:

Citation	Vendor Question	The State's Response
Offer Section, Page Number		

The State will prepare responses to all written questions submitted and post an addendum to the Interactive Purchasing System (IPS) <https://www.ips.state.nc.us/ips/>. Oral answers are not binding on the State.

Vendor contact regarding this RFP with anyone other than Ruth Risser may be grounds for rejection of said Vendor's offer.

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 will be posted to the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/>, and shall become an Addendum to this RFP. 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.

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

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.

NOTICE TO VENDORS: The State may but will not be required to evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this Invitation for Offer and response(s), the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless such are specifically accepted by the State.

LATE OFFERS: Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

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 web site: <https://www.ips.state.nc.us/ips>

POINTS OF CONTACT: Contact by the Offeror with the persons shown below for contractual and technical matters related to this RFP is only permitted if expressly agreed to by the procurement officer named on page 2, or upon award of contract:

Vendor Contractual Point of Contact	Vendor Technical Point of Contact
<p>[NAME OF VENDOR] Street: [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Contract Manager</p>	<p>[NAME OF VENDOR] Street: [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Technical Lead</p>

State Contractual Point of Contact	State Technical Point of Contact
<p>NC Community College System Procurement and Auxiliary Services 200 West Jones Street Raleigh, NC 27603 Attn: Ruth Risser, Associate Director Email: risser@ncccommunitycolleges.edu Phone: (919) 807-7199</p>	<p>NC Community College System Technology Solutions & Distance Learning 5006 Mail Service Center (27699-5006) 200 West Jones Street Raleigh, NC 27603 Attn: Danny Gilchrist, Chief Business Architect - ERP Email: gilchristd@ncccommunitycolleges.edu Phone: 919-807-7032</p>

Table of Contents

I. Introduction.....	6
II. Bidding Information.....	7
A. Procurement Schedule.....	7
B. Instructions to Vendors.....	7
C. General Conditions for Proposals.....	8
D. Evaluation Process	11
III. Technical Proposal	13
IV. Cost Proposal.....	17
V. Other Requirements and Special Terms.....	18
VI. Proposal Content and Organization.....	23
APPENDIX A: TECHNICAL SPECIFICATIONS	26
APPENDIX B: PAST PERFORMANCE	366
APPENDIX C: PROJECT/PROGRAM MANAGEMENT PLAN.....	377
ATTACHMENT A. Department of Information Technology Terms and Conditions	388

I. Introduction

1) The purpose of this RFP is to provide Title II Adult Education and Literacy program providers with a cloud-based Software-as-a-Service (SaaS) solution consisting of a database management system with registration, tracking, and reporting functionalities required to operate and effectively report to federal and state reporting agencies. Additionally, the solution is expected to capture, query analyze, and manage Title II Adult Education data for both internal and external purposes. The solution must have data elements and calculations necessary for local accountability and compilation of metrics, reports and data check reports disaggregated by class, site, teacher, program and accessible to staff working at the classroom, program and state level. The solution would provide capabilities of adding and or removing Title II funded and non-funded providers from the system, as needed, based on funding for a program year. Further, the solution will enable requisite information reporting and distribution for the State of North Carolina, the National Reporting System (NRS), and local stakeholders.

2) Title II Adult Education Program Background

Title II Education requires a single software platform that provides data management and reporting processes required to meet federal statutes as defined by the Workforce Innovation Opportunity Act (WIOA) and the Adult Education and Family Literacy Act (AEFLA). These acts require participating agencies to report how their programs:

- a) assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
- b) assist adults who are parents to obtain the educational skills that are necessary to becoming full partners in the educational development of their children which will lead to sustainable improvements in the economic opportunities for their family; and
- c) assist immigrants and other individuals who are English language learners to:
 - i. improve their reading, writing, speaking, and comprehension skills in English, mathematics skills, and in acquiring and understanding the American system of Government, individual freedom, and the responsibilities of citizenship.

Additional requirements include enhancing the quality of adult education and family literacy programs as stated in WIOA, Title II, and AEFLA, Subtitle D, Section 242 “[by] increasing the effectiveness, and improving the quality, of adult education and literacy activities.”

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

In addition, 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.

II. Bidding Information

A. Procurement Schedule

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

Action	Responsibility	Date
Issue of RFP	NCCCS Procurement	09/20/2019
Deadline to Submit Questions	Potential Vendors	10/04/2019
Response to Written Questions/RFP Amendments	NCCCS Procurement	10/21/2019
Submission of Offer	Vendor(s)	11/08/2019
Offer Evaluation	Evaluation Committee	TBD
Oral Presentation and/or Product Demonstrations by Finalists (optional)	Vendors	TBD
Selection of Finalists	Evaluation Committee	TBD
Best and Final Offers from Finalists (optional)	Vendors	TBD
Contract Award	NCCCS Procurement	TBD
Protest Deadline	Vendors	15 days after award

B. Instructions to Vendors

Additional acronyms, definitions and abbreviations may be included in the text of the RFP.

- 1) Offers submitted electronically, or via facsimile (FAX) machine will not be accepted.
- 2) **EXECUTION**: Failure to sign under EXECUTION section will render offer invalid.
- 3) **PROMPT PAYMENT DISCOUNTS**: Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the Agreement except as a factor to aid in resolving cases of identical prices.
- 4) **MISCELLANEOUS**: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
- 5) **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: 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 web site: <https://vendor.ncgov.com/vendor/login>
- 6) **ORGANIZATION**: Vendors are directed to carefully review Section VI herein and fully comply with the content and organizational requirements therein.

- 7) **E-PROCUREMENT:** This is **not** an E-Procurement solicitation. See paragraph #33 of the attached North Carolina Department of Information Technology Terms and Conditions. Services made part of this solicitation contain language necessary for the implementation of North Carolina's statewide E-Procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to E-Procurement.
- a) General information on the E-Procurement service can be found at <http://eprocurement.nc.gov/>
 - b) Within two days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service at the following web site: <http://eprocurement.nc.gov/Vendor.html>
 - c) As of the RFP submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP.
- 8) **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. 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.
- 9) **RESTRICTIONS ON CONTRACTS WITH THE STATE:** Reserved

C. General Conditions for Proposals

- 1) **DEFINITIONS, ACRONYMS AND ABBREVIATIONS:** Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms:
- a) **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.
 - b) **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.
 - c) **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).
 - d) **NCDIT or DIT:** The NC Department of Information Technology, formerly Office of Information Technology Services.
 - e) **Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
 - f) **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
 - g) **RFP:** Request for Proposal
 - h) **The State:** Is the State of North Carolina, and its Agencies.
 - i) **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.

- 2) **READ AND REVIEW:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications 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 listed on the front page of the solicitation. Questions and clarifications must be submitted in writing and may be submitted by personal delivery, letter, fax or e-mail within the time period identified hereinabove.
- 3) **VENDOR RESPONSIBILITY:** The Vendor(s) will be responsible for investigating and recommending the most effective and efficient technical configuration for any online services. 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. The Vendor(s) must provide a justification for their proposed online services 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. 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.
- 4) **ELIGIBLE VENDOR:** The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), the Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).
- 5) **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 Agency contact or procurement officer named on Page 1 above 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) **INSUFFICIENCY OF REFERENCES TO OTHER DATA:** **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.
- 7) **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.
- 8) **CONTRACT TERM:** A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall be **three (3) years** and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend the Agreement for **two (2)** additional **one (1)** year periods at its sole discretion.
- 9) **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 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.

- 10) **RECYCLING AND SOURCE REDUCTION:** Reserved
- 11) **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4 and any applicable Executive Order, 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. Additional information may be found at: <http://ncadmin.nc.gov/businesses/hub/>.
- 12) **CLARIFICATIONS/INTERPRETATIONS:** Any and all amendments or revisions to this document shall be made by written addendum from the purchasing agency. Vendors may call the purchasing agent listed on the first page of this document to obtain a verbal status of contract award. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 13) **RIGHTS RESERVED:** While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:
- a. waive any formality;
 - b. amend the solicitation;
 - c. cancel or terminate this RFP;
 - d. reject any or all offers received in response to this RFP;
 - e. waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
 - f. if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
 - g. not award, or if awarded, terminate any contract if the State determines adequate State funds are not available;
 - 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 09 NCAC 06B.0316 (c);
or
 - i. negotiate with one or more Vendors under 09 NCAC 06B.0316 (b).
- 14) **ALTERNATE OFFERS:** The Vendor may submit alternate offers for various levels of Service(s) meeting specifications. Alternate offers must specifically identify the RFP specifications and advantage(s) addressed by the alternate offer. Any alternate offers must be clearly marked with the legend as shown herein. Each offer must be for a specific set of Services and offer at specific pricing. If a Vendor chooses to respond with various Services offerings, each must be an offer with a different price and a separate RFP offer.

Alternate offers must be clearly marked
“Alternate Offer for ‘name of Vendor’”

and numbered sequentially with the first offer if separate offers are submitted.

This legend must be in bold type of not less than 14-point type on the face of the offer, and on the text of the alternative offer.

- 15) **CO-VENDORS:** Vendors may submit offers as partnerships or other business entities. Such partners or other “co-Vendors”, if any, shall disclose their relationship fully to the State. The State shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean **all** such partners or co-Vendors.
- 16) **SUBMITTING AN OFFER:** Each Vendor submitting an offer warrants and represents that:

- a. The offer is based upon an understanding of the specifications and requirements described in this RFP.
 - b. 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.
- 17) **SUBMITTED MATERIALS**: 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.
- 18) **MODIFICATIONS TO OFFER**: An offer may not be unilaterally modified by the Vendor.

D. Evaluation Process

- 1) **BEST VALUE**: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" Information Technology procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement. Evaluation shall also include compliance with information technology project management policies, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation.
- 2) **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) A one-step process shall be used. Vendors shall submit Offers combining technical and price information together.
 - b) 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.
 - c) 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.
 - d) Requirements are not evaluated; these requirements are either met or not met, i.e. yes or no. Proposals that do not meet mandatory requirements, such as, without limitation, technical standards, filing deadlines, and statutory provisions are considered to be non-compliant and should not be evaluated any further.
 - e) To be eligible for consideration, a Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State.

Offers that do not substantially conform to all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one factor may be grounds for rejection regardless of overall score.

- f) Offers that meet or exceed the specifications listed in the RFP and applicable appendices may be requested to demonstrate their proposed solution(s).
 - g) 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.
- 3) **BEST AND FINAL OFFERS (BAFO):** If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State will evaluate BAFOs and add any additional weight to the Vendors' respective offer. Additional weight awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned weights to attain their final ranking.
- 4) **EVALUATION CRITERIA:** Each of the criteria below shall be evaluated in accordance with the solicitation documents. These criteria are stated in relative order of importance:
- a) Substantial Conformity to Solicitation Specifications.
 - b) Total Cost of Implementation and Ownership
 - c) Past Performance/References – Offers will include:
 - i. Case examples of implementations reflecting size, scope and complexity
 - ii. References for each case example (point of contact information - name, title, email address and phone number)
 - d) Program/Project Management Plan
- 5) Technical Solution and Approach – Offers will include illustrations and explanations of how the proposed solution meets the NCCCS and Title II Adult Education and Literacy requirements. Offers will also adhere to Statewide Technical Architecture objectives, Principles, Practices and Standards. Refer to: <https://it.nc.gov/services/it-architecture/statewide-architecture-framework>.
- 6) **PAST PERFORMANCE:** Vendor may be disqualified from any evaluation or award if Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.
- 7) **VENDOR DEMONSTRATIONS:** NCCCS will provide reasonable advanced notice of the location, date, and time to allow Vendors to prepare for demonstrations. All demonstrations will be held at State or Community College facilities.
- Vendor will **NOT** be allowed to attend or be in the vicinity of the demonstrations in the venue, or otherwise receive any information regarding any other Vendor's presentation and/or demonstration. Vendor Demonstrations are not open to the public and attendance is limited to necessary Vendor personnel and the Evaluation Committee.
- 8) **EVALUATION METHOD:** Trade-off/ranking. Responsive bids will be evaluated, and acceptance may be made in accordance with Best Value procurement practices as defined by GS §143-135.9, 9 NCAC 6A and 6B.0302. A tradeoff methodology will be used to evaluate bids based on the criteria set forth in II.D.4.
- 9) **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 web site: <https://www.ips.state.nc.us/ips/>. Click on the IPS BIDS icon, click on Search for BID, enter the Agency prefix-offer number (50-NCCCS-08092018), and then search. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

- 10) **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 this 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 will be governed by NCAC Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

III. Technical Proposal

- 1) **ENTERPRISE ARCHITECTURE STANDARDS:** The North Carolina Statewide Technical Architecture is located at the following website: (<https://it.nc.gov/services/it-architecture/statewide-architecture-framework>). This provides a series of domain documents describing objectives, principles and best practices for the development, implementation, and integration of business systems. Agencies and Vendors should refer to these Architecture documents when implementing enterprise applications and/or infrastructure.
- 2) **ENTERPRISE LICENSING:** In offering the best value to the State, Vendors are encouraged to leverage the State's existing resources and license agreements. The agreements may be viewed at: <http://it.nc.gov/services/license-and-agreements>
- Identify components or products that are needed for your solution that may not be available with the State's existing license agreement.
 - Identify and explain any components that are missing from the State's existing license agreement.
 - If the Vendor can provide a more cost-effective licensing agreement, please explain in detail the agreement and how it would benefit the State.
 - Explain the transportability and transferability of the proposed license agreements. Any licenses or warranties purchased on behalf of the State for this project must be transferable at the time the Vendor is paid under contract for said component.
- 3) **VIRTUALIZATION:** Reserved.
- 4) **NCID:** The proposed solution must externalize identity management and may be required to utilize the North Carolina Identity Service (NCID) for the identity management and authentication related functions performed by this application. NCID is the State's enterprise identity management (IDM) service. It is operated by the North Carolina Department of Information Technology. Additional information regarding this service can be found in the DIT Service Catalog at: <http://it.nc.gov/it-services> (see Identity Management - NC Identity Management under the main menu item Application Services) and the NCID Web site at: <https://it.nc.gov/ncid/>.
- 5) **CLOUD SERVICE PROVIDERS (CSPs):** For offers featuring a cloud-hosted solution, Vendors shall describe how the proposed solution will support the agency's information system security compliance requirements as described in the Statewide Information Security Manual, specifically relating to, and without limitation, the sections relating to cloud services: <https://files.nc.gov/ncdit/documents/files/SISM-2-2016.pdf>. The online data management system selected by the State will be required to receive and securely manage all **Title II Adult Education and Literacy program data** as well as to operate within the existing NCCCS enterprise ecosystem which includes interoperability with the student information system, and Institutional Support (grant application and award process, core financial management, human resource management and

payroll) records of NCCCS. As such, the solution implemented will be classified as **Department Critical – High**. Application Criticality has the following categories:

- Statewide Critical
- Department Critical
- Program Critical
- Non-Critical

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

NIST system confidentiality, integrity and availability has the following categories:

- High
- Moderate
- Low

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

To comply with policy, 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- and subvendor-provided**, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions. Assessment reports, such as the Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, SSAE 16, and ISO 27001, are preferred and offered solutions already meeting these requirements and Vendors are requested to include these reports as part of their submission. In addition, CSPs must explain the process and tools for bulk data extraction.

IMPORTANT NOTE TO VENDORS: A Vendor that uses a solution that has specific user entity responsibilities that deal with aspects of access controls and configurations, data security, etc., that are not addressed by the underlying solution's Security Assessment Report **must** provide a Security/Risk Assessment Report of the Vendor's own operations in addition to the underlying solution's Security Assessment to meet the State's security requirements.

- 6) **EQUIVALENT ITEMS:** Reserved.
- 7) **LITERATURE:** All offers shall include specifications and technical literature sufficient to allow the State to determine that the proposed solution substantially meets all specifications. This technical literature will be the primary source for evaluation. If a specification is not addressed in the technical literature, it must be supported by additional documentation and included with the offer. Offer responses without sufficient technical documentation may be rejected.
- 8) **EQUIVALENT GOODS:** Reserved.
- 9) **DEVIATION FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly identified as an exception and listed on a separate page labeled "Exceptions to Specification." 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.**

10) **SCOPE OF WORK:** The current solution is built on a Microsoft SQL platform and hosted by a third-party provider as a SaaS solution. The Scope of Work for this solicitation includes the following:

- a) A configurable SaaS solution to include workflow and document management with uniformity and standardization that supports real time processes for capturing and analyzing new and historical data with intuitive, functional, usable and viable systems. The solution will be operated by staff members in the state office and by local program directors, administrative assistants and instructors for the Providers.

Each Provider will have its own set of student records and reporting capabilities – separate and apart from the records of other Providers. State staff will be able to review local student records, monitor the process of local data entry and generate both individual Provider and aggregate statewide reports.

- b) Analytics capabilities including capturing and analyzing new and historical data to include workflow application, workflow management and document management with uniformity and standardization;

The solution will have the capability to produce ad hoc reporting using various database querying tools, with the ability to run dynamic and customizable queries.

- implementation, deployment, backup, and recovery processes including:
- migration of all data from legacy systems;
- archiving functionality; and
- operational maintenance and support.

- c) Compliance with WIOA, Title II, 29 USC §3101, NRS Guidelines, North Carolina College and Career Readiness Assessment Manual, and other State guidelines;

Information for WIOA can be found at: <https://www.nccommerce.com/wf/workforce-professionals/workforce-innovation-and-opportunity-act>

Information for Title II, 29 USC §3101 can be found at: <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

Information for the National Reporting System (NRS) Guidelines can be found at: <https://www.nrsweb.org/>

Information for the NC College and Career Readiness Assessment Manual can be found at: https://www.nccommunitycolleges.edu/sites/default/files/basic-page-file-uploads/ccr/nc_ccr_assessment_policy_july_2017-june_2018.pdf

- d) Secure, agile, and modern interfaces (portals and dashboards) for all users accessible from any internet enabled location or device to improve communication, information access, and support campus and community engagement with consistent systems, functionality and processes;
- e) Customer Relationship Management (CRM) functionality to enable automated and systematic communications to function across Community Colleges and Community Based Organizations (CBOs) to support programs, colleges, stakeholders, and participants;
- f) The ability to initiate, document, and track referrals and coordination of activities between and among Adult Education and Literacy providers and other WIOA core partners, i.e., Title 1, Workforce Development; Title 2, Adult Education and Family Literacy; and Title 3, Wagner-Peyser, etc.;
- g) Standard reporting functions and monitoring tools that allow users to extract, preferably with automated API, and view any and all data elements at any point in time for any specified date

range to support state, federal and local reporting requirements related to, but not limited to, student, faculty and location data, post-secondary education and occupational training, high school equivalency (HSE), adult high school, Measurable Skill Gains (MSG), pre-post test results, follow up, referrals, and monitoring performance measures, etc.;

- 11) **TECHNICAL SPECIFICATIONS:** Means, as used herein, a specification that documents the requirements of a system or system component. It typically includes functional requirements, performance requirements, interface requirements, design requirements, development standards, maintenance standards, or similar terms. Substantial conformity with technical specifications is required.
- a) **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. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. 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.
 - b) **Specifications:** 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 only processes, configuration, material 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. See, Acceptance Criteria, below.
 - c) Please describe your proposed solution's ability to meet the specifications located in **Appendix A**, including capabilities, features, and limitations.

The remainder of the page is intentionally left blank.

IV. Cost Proposal

- 1) **OFFER COSTS:** The Vendor must list and describe any applicable offer costs which may include the following:

ITEM NO.	DESCRIPTION	UNIT COST	TOTAL COST
1	Software and licenses		
2	Base system software		
3	Technical and user documentation		
4	Data migration/conversion/integration/transition		
5	3rd party software, if any, required for the operation of the system		
6	Training including training materials and associated travel costs. *Travel and other associated costs will not be reimbursed if not included in the offer costs.		
7	Technical support/customer service, per year		
8	Costs for customization must be detailed on an attached sheet of paper separated by item and cost		
9	Advising and other value-added service hourly rates or costs must be listed separately by type of service		
10	Annual Hosting Service (1st year, and each subsequent year)		
11	1 st Year Maintenance/Updates/Revisions		
12	2 nd Year Maintenance/Updates/Revisions		
13	3 rd Year Maintenance/Updates/Revisions		
	Total 1st Year Cost:		
14	4 th Year Maintenance/Updates/Revisions (Optional)		
15	5 th Year Maintenance/Updates/Revisions (Optional)		

TOTAL COST: \$ _____

- 2) **PAYMENT PLAN PROPOSAL:** Payment plan will be based on agreed upon deliverables identified during negotiations.
- 3) **ALTERNATIVE COST RESPONSE:** Vendors who propose an Alternative cost response must submit a separate document labeled "ALTERNATIVE COST RESPONSE".

V. Other Requirements and Special Terms

- 1) **VENDOR UTILIZATION OF WORKERS OUTSIDE 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. The Vendor shall provide the following for any offer or actual utilization or contract performance:
 - a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the Agreement and whether any of this work will be performed outside the United States
 - b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
 - c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States
 - d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided

Will any work under the Agreement be performed outside the United States?		
Where will Services be performed: _____	YES _____	NO _____

2) **SPECIAL TERMS AND CONDITIONS:**

- a) Paragraph #16, Acceptance Criteria, of the DIT Terms and Conditions is supplemented as follows: The Agency reserves the right to perform post-delivery and post-training acceptance testing for a period beginning at installation and lasting **two (2)** weeks. The Agency also reserves the right to have an independent business conduct assurance testing pertaining to the functions, auditability, and related matters. At any time before the end of the test and assurance period the Agency may require any or all of the following:
 - i) The Vendor to modify the installed software to eliminate the deficiency to the Agency's satisfaction.
 - ii) The Vendor to install a new copy of the software product(s).
 - iii) Extension of the acceptance testing period for a period of two (2) weeks to allow time for the Vendor to remedy the problems.
 - iv) Removal of the application software, cancelation of this Agreement, and recovery of payments extended from Agency funds.

3) **FINANCIAL STATEMENTS:** The Vendor shall provide evidence of financial stability with its response to this RFP 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.
- 4) **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. The 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.
- 5) **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.
- 6) **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 requirements.

- 7) **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.
- 8) **COMPLIANCE WITH APPLICABLE LAWS:** Vendor must describe how proposed solution will accommodate the following compliancy requirements:
- a). Americans with Disabilities Act (ADA) Compliancy

Under the provisions of Section 504 of the Rehabilitation Act of 1973, colleges may not discriminate in the recruitment, educational process, or treatment of students based on a disability. Students are entitled to receive approved modifications of applications and digital resources that enable them to participate in and benefit from all educational programs and activities. Section 508 of the Rehabilitation Act ensures electronic and information technology allow individuals with disabilities access to and use of information and data that is comparable to individuals without disabilities. Therefore, the solution must be compliant with both Federal Section 508 and N.C.G.S. § 168A-7 requirements.

The solution must specifically be compliant with Web Content Accessibility Guidelines (WCAG) 2.0 level AA requirements located at <http://www.w3.org/TR/WCAG20/>.

Vendor response must contain solution compliance details including a Voluntary Product Accessibility Template (VPAT). In addition, Vendor must describe the solution's automated ADA content compliance verification process or tool(s).
 - b) Family Educational Rights and Privacy Act (FERPA) and Personally Identifying Information (PII) Compliancy

Data stored in this application's database is confidential and must follow FERPA and PII compliance; therefore, the solution must adhere to those PII guidelines within the North Carolina General Statutes as well as those federal regulations regarding FERPA (20 U.S.C. § 1232g; 34 CFR Part 99).
- 9) **CONFIDENTIALITY OF DATA AND INFORMATION:** All RFP responses, information marked as confidential or proprietary, financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Vendor in order to carry out the Agreement or which become available to the Vendor in carrying out the Agreement, shall be protected by the Vendor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. If the methods and procedures employed by the Vendor for the protection of the Vendor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section. 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.

- 10) **SOFTWARE TERMS:** Reserved.
- 11) **PROJECT MANAGEMENT:** All program management and coordination on behalf of NCCCS shall be through a single point of contact designated as the NCCCS Program Manager. The Vendor shall designate a Vendor Program 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 NCCCS Program Manager and the Vendor Program Manager. See Appendix C for additional information for submittal of the Vendor's Project/Program Management Plan.
- 12) **MEETINGS:** The Vendor is required to meet with Agency personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement. Meetings will occur as problems arise and will be coordinated by Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted. 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.
- 13) **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.

The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.

- 14) **TRANSITION ASSISTANCE:** If this Agreement 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 six (6) months after the expiration or cancellation of the Agreement all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance. If the State cancels the Agreement for cause, then the State will be entitled to offset the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.
- 15) **TERM EXTENSIONS:** If necessary, the State may extend any contract resulting from this RFP on a month-to-month basis after expiration of the initial term of the contract on the same terms and conditions as the expired contract. For the month-to-month extension to be effective, the Extension must be signed by both parties and must include the monthly cost of the services to be provided. A month-to-month extension does not relieve a Vendor from providing Transition Assistance, above and the end of the month-to-month extension(s).
- 16) **FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY:**
- a) Pursuant to N.C.G.S. §143B-1350(h1), Agencies must conduct a risk assessment, including whether the Vendor's has sufficient financial resources to satisfy the agreed upon limitation of liability prior to the award of a contract with Vendor.
 - b) 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.
 - c) 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.
- 17) **UNANTICIPATED TASKS:** Reserved.
- 18) **DUE DILIGENCE:** Reserved.
- 19) **RESELLERS:** If the Offer is made by a Reseller that purchased the offered items for resale or license to the Agency or offered based upon an agreement between the Offeror and a third party, and that the proprietary and intellectual property rights associated with the items are owned by parties other than the Reseller ("Third Parties"). The Agency further acknowledges that except for the payment to the Reseller for the Third-Party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. The Reseller shall provide the Agency with copies of all documentation and warranties for the Third-Party items which are provided to the Reseller. The Reseller shall assign all applicable third-party warranties for Deliverables to the Agency. The State reserves all rights to utilize existing agreements with such Third Parties or to

negotiate agreements with such Third Parties as the State deems necessary or proper to achieve the intent of this RFP.

VI. Proposal Content and Organization

- 1) **CONTENTS OF PROPOSAL:** This section should contain all relevant and material information relating to the Vendor's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If any relevant and material information is not provided, the offer may be rejected from consideration and evaluation. Offers will be considered and evaluated based upon the Vendor's full completion and response to the following, and any additional requirements herein, or stated in a separate Exhibit.
- 2) **INFORMATION AND DESCRIPTIVE LITERATURE:** The Vendor must 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 their 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 requirements may be rejected.
- 3) **PROPOSAL CONTENT:** Demonstrate substantial conformity to the RFP specifications.
 - a) Clearly state your understanding of the problem(s) presented by this RFP.
 - i) Response to technical specifications
 - ii) Cost offer
 - b) Detailed description of Vendor's firm should include all of the following:
 - i) Full name, address, and telephone number of the organization;
 - ii) Date established;
 - iii) Background of firm;
 - iv) Ownership (public company, partnership, subsidiary, etc.);
 - v) If incorporated, state of incorporation must be included.
 - vi) Number of full-time employees on January 1st for the last three years or for the duration that the Vendor's firm has been in business, whichever is less.
- 4) **ERRATA OR EXCEPTIONS:** Any errata or exceptions must be stated on a separate page, labeled "Errata and/or Exceptions" with references to the corresponding terms or provisions of the Solicitation.
- 5) **OFFER FORMAT:** The offers should contain the entire solicitation and be organized in the exact order in which the requirements and/or desirable performance criteria 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 requirement and the specific page of the response in the Vendor's offer. All offers should be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.
- 6) **GENERAL INSTRUCTIONS:** 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) Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.

- b) The response should be complete and comprehensive with a corresponding emphasis on being concise and clear.

7) RFP RESPONSE ORGANIZATION: The offer should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated.

- a) **Letter of Transmittal** - Each offer must be accompanied by a letter of transmittal that provides the following information:

- i) Identify the submitting organization;
- ii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to contractually obligate the organization;
- iii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the Agreement on behalf of the organization;
- iv) Identify the names, titles, telephone and fax number, along with an e-mail address of the person to be contacted for clarification;
- v) Acknowledge receipt of any and all amendments to this RFP.

- b) **Table of Contents.**

- c) **Response to Technical Specifications:**

- (1) Appendix A: Technical Specifications
- (2) Appendix B: Past Performance
- (3) Appendix C: Program/Project Management Plan

- d) **Completed Cost Offer.**

- e) **References.**

- f) **Financial Information.**

- g) **Conflict of Interest:**

- i) Provide a statement that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP;
- ii) State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees; and
- iii) State the employing State Agency, individual's title at that State Agency, and termination date.

- h) **Errata and Exceptions, if any.** Offers conditioned upon acceptance of Vendor Exceptions may be determined to be non-responsive by the State.

- i) **Copy of the Vendor's License and Maintenance Agreements, if any.** The State reserves the right to edit or modify these agreements to conform to the best interest of the State.

- j) **Other Supporting Material Including Technical System Documentation.**

- k) **Training and Other Materials, Samples or Examples.**

- l) Within each section of their offer, Vendors should address the items in the order in which they appear in this RFP. Forms, if any provided in the RFP, must be completed and included in the appropriate section of the offer. All discussion of proposed costs, rates, or expenses must be presented with the cost response.
- 8) **ADHERENCE TO INSTRUCTIONS:** Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.
- 9) **ATTACHMENTS:** Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

APPENDIX A: TECHNICAL SPECIFICATIONS

Vendors are required to describe their proposed solution's ability to meet each specification below, including capabilities, features, and limitations.

TECHNICAL SPECIFICATIONS	
I.	Student Intake/Registration; Providers; Instructors
a.	Describe how the proposed solution supports a State-approved online form to collect NRS required data for reporting from eligible providers such as participating community colleges and CBOs. Link to form: https://www.nccommunitycolleges.edu/sites/default/files/basic-page-file-uploads/ccr/leis_form_2019_rev_8_8_19_printable.pdf#overlay-context=college-and-career-readiness
b.	Describe how the proposed solution allows authorized users to enter new students. Include how the proposed solution will capture student information such as: Name, Date of Birth, address, phone number, email, gender, and ethnicity to meet state and federal reporting requirements, and how the proposed solution validates that the new students are not already in the system.
c.	Describe how the proposed solution supports viewing a student's age at intake, based on a student's birth date and immediately sends an alert when an NRS error or duplicate is detected.
d.	Describe how the proposed solution allows a student to be registered with one or more providers and enrolled in one or more classes without creating a duplicate record.
e.	Describe how the proposed solution allows for entry of student needs such as, but not limited to: Braille material, childcare, health services, hearing aids, audio materials, or transportation.
f.	Describe how the proposed solution supports the ability to classify a student as a participant, or as a reportable individual based on the number of contact hours in a Period of Participation (POP) for NRS reporting.
g.	Describe how the proposed solution supports error checking at the point of data entry to immediately alert the user of errors and/or duplicate entries. The functionality should also include a comment field or space for staff to add information when needed for clarification.
h.	Describe how the proposed solution tracks staff and student data (Adult Basic Education (ABE), English as a Second Language (ESL), Integrated English Language and Civics Education (IELCE) and Integrated Education and Training (IET)) in accordance with the NRS Technical Assistance Guide: https://nrsweb.org/sites/default/files/NRS-TA-January-2018-508.pdf
i.	Describe how the proposed solution tracks if a student meets Educational Functioning Level (EFL) Gain based on current federal rule.
j.	Describe how the proposed solution allows for adding and removing authorized providers (a provider could be a community college, community partner, or other entity that is teaching Adult Education classes). The proposed solution must allow providers to be marked inactive.
k.	Describe how the proposed solution allows for a provider with multiple locations or location details, such as course sections, building numbers, class locations and room numbers.
l.	Describe how the proposed solution tracks class meeting hours for non-online classes.

TECHNICAL SPECIFICATIONS	
II.	Student Record Management
a.	Describe how the proposed solution allows for various levels of security for users to view or enter data.
b.	Describe how the proposed solution supports compliance with all state and federal guidelines for managing all data.
c.	Describe how the proposed solution allows postsecondary enrollment and awards from 3 rd party systems.
d.	Describe how the proposed solution allows for the recording of student postsecondary enrollment, awards, and job training enrollment.
e.	Describe how the proposed solution's Program Setup allows state staff to setup student record management capabilities for individual programs and provide access for local program staff.
III.	Class/Group/Pairs/ Using Web-Based Attendance
a.	Describe how the proposed solution tracks attendance data. (i.e. years, months, days, hours, minutes, location and attendance type, etc.) Include how the proposed solution allows for the recording of daily student <i>class</i> attendance (e.g. allow attendance to be entered for an entire class for each day of a week at once).
b.	Describe how the proposed solution tracks if a student meets minimum attendance requirements for a participant based on current federal rules.
c.	Describe how the proposed solution supports error checking for dates, times, number of attendees, and calculation of hours for state and federal reporting and immediately alerts the user when errors are detected.
d.	Describe how the proposed solution tracks and reports attendance using first name, last name, student ID, date and time of class, time and student hours, type of class, etc.
e.	Federal reporting requires more than 90-days of non-attendance to calculate a student's last day of attendance. Describe how the proposed solution supports tracking and calculation of the last date of attendance and has the functionality to send timely alerts to staff.
IV.	Academic Records Setup
a.	Describe how the proposed solution supports flexible dates for course setup and registration.
b.	Describe how the proposed solution supports student interest tracking and student alerts for registration opportunities.
V.	Scheduling/Classroom Management
a.	Describe how the proposed solution requires certain fields for a class, such as: location, start date, class type, and schedule and how an additional class field, such as end date, can be added.
b.	Describe how the proposed solution supports managing course section builds, changes or cancellations.
c.	Describe how the proposed solution optimizes scheduling of classrooms.
d.	Describe how the proposed solution supports reporting and performance measures processes.

TECHNICAL SPECIFICATIONS	
e.	Describe how the proposed solution supports multiple programs of interest without creating multiple student records.
f.	Describe how the proposed solution provides staff visibility to advise students of progress toward enrollment, completion and future options.
g.	Describe how the proposed solution allows Adult Education classes to be marked inactive.
h.	Describe how the proposed solution tracks class meeting hours for non-online classes.
i.	Describe how the proposed solution shows a class roster of students with summary information pertaining to performance for each student on the roster.
j.	Describe how the proposed solution allows entry of instructors who taught for a class meeting.
VI.	Automatic Separation Using Web-Based Attendance
a.	After 90 consecutive calendar days of non-attendance, and no future service date, a student's status will change. Describe how the proposed solution supports verification of status and automatic changes to the status of the student to send a timely alert to the staff when status has changed. Note: Attendance status would not change before a 14-day grace period of entering the data into the system.
b.	Describe how the proposed solution tracks dates and contact hours for students classified with "future service date(s)" within 120 days of the "last date of service." If there are no contact hours within the 120 days, the solution should change the student's status and send a timely alert to the staff. Note: Attendance status would not change before the 14-day grace period of entering the data into the system.
c.	Describe how the proposed solution supports viewing the number of cumulative contact hours, and calculate the number of days since the last contact hour based on attendance.
d.	Describe how the proposed solution supports identification of students who separated for the following reasons: i.e., death, incarceration after separation, placement into a 24-hour treatment center for 90 days or more, obtaining medical treatment lasting 90 days or more, or called into active duty by the National Guard or Reserve for 90 days or more, to exclude them from applicable Federal reporting tables.
VII.	Period of Participation (POP)
a.	Describe how the proposed solution tracks students' Periods of Participation.
b.	Describe how the proposed solution collects all student data to verify data is matched to each POP for federal reporting.
c.	Describe how the proposed solution collects, tracks and reports information on a "continuing College and Career Readiness (CCR) student" with no POP and no intake date upon first date of attendance in any class beginning on or after 7/1/YY.
d.	Describe how the proposed solution tracks and allows for viewing <u>all</u> student level data within a POP.
e.	Describe how the proposed solution allows for the recording of student employment information during and after Periods of Participation.
VIII.	Testing and Placement

TECHNICAL SPECIFICATIONS	
a.	Describe how the proposed solution supports assigning a pre-test for a continuous student for the start of the reporting year. For example, the pre-test can be a matching test of the same test code/component that is taken within 90 consecutive calendar days prior to the start of the reporting year based on the lowest test code/component.
b.	Describe how the proposed solution tracks a continuous student's performance measures across multiple program years if there are 12 or more hours in the previous program year, and the student has attendance hours in the current program year.
c.	Describe how the proposed solution allows for the recording of NRS-approved tests determine Educational Functioning Level (EFL).
d.	Describe how the proposed solution allows for recording test details such as: test manufacturer, test forms and levels, test date, score, program year, and educational functioning level.
e.	Describe how the proposed solution pulls test data from 3rd party testing services, such as HSE assessment providers.
f.	Describe how the proposed solution allows tracking of HSE test data, such as test date; score, content area, registration number, and candidate ID.
g.	Describe how the proposed solution determines placement for a continuous student using NRS-approved placement tests from April 2 – June 30 (prior 90 days) of the previous program year for the new program year if there are no tests within the period of participation in the new program year.
h.	Describe how the proposed solution sets and validates a minimum number of hours required for post-testing by test code/component.
i.	Describe how the proposed solution checks test scores that are out of range, based on test code/component and NRS-approved test publisher guidelines and immediately alerts users.
j.	Describe how the proposed solution supports, checks for and verifies alternate forms and appropriate hours, based on test code/component and NRS-approved test publisher guidelines and immediately alerts users of errors (i.e. wrong form used, incorrect hours between pre- and post-testing, etc.)
k.	Describe how the proposed solution supports importing student test scores from NRS approved test manufacturers and upload to the student record. Inputs includes: DOCX, XLSX, JPG, PDF, TXT, CSV. etc. (not all inclusive).
l.	Describe how the proposed solution determines the student's test subject area with the lowest score when two or more tests have the same Educational Functioning Level (EFL) based on the NC CCR Assessment Manual.
m.	Describe how the proposed solution allows for configuration to setup parameters, operational rules and data for assessment, intake and follow-up activities, including allowable tests, assessment timelines, and information required for follow-up activities.

TECHNICAL SPECIFICATIONS	
VX.	Measurable Skills Gains (MSG)
a.	Describe how the proposed solution calculates Measurable Skills Gain (MSG) based on current federal requirements.
b.	Describe how the proposed solution supports when adult education students are enrolled into post-secondary education or occupational training after exit and by June 30 of the current program year.
c.	Describe how the proposed solution supports revisions to a student's EFL to track MSG in accordance with the NRS guidelines.
d.	Describe how the proposed solution determines a student's MSG for a POP through either an EFL gain by pre-post testing, earning an Adult High School (AHS) diploma, or HSE diploma by June 30 of the current program year, or when adult education students are enrolled into post-secondary education or occupational training after exit and by June 30 of the current program year.
X.	Reporting (Provide examples of all reports in your Response.)
a.	Describe how the proposed solution supports querying all historical student data at the student level and aggregate level for any date range.
b.	Describe how the proposed solution supports reporting on follow-up outcomes related to employment, median earnings, attainment of secondary and postsecondary credentials, and entry into postsecondary education for students, as required by federal reporting guidelines.
c.	Describe how the proposed solution supports functionality to run a Placement Report to display each POP and all student data related to that POP for students <u>with</u> an initial placement and is able to select by POP and determines whether to run the Placement Report by participant or reportable individuals.
d.	Describe how the proposed solution supports functionality to run a Placement Report to display each POP and all student data related to that POP for students <u>without</u> an initial placement and is able to select by POP and determines whether to run the Placement Report by participant or reportable individuals.
e.	Describe how the proposed solution supports functionality to run a Placement Report that lists all students with more than one POP in a program year. This report should include the beginning date and end date for each POP, hours in each POP, and indicate whether the student completed a MSG for the POP.
f.	Describe how the proposed solution supports functionality to run a report that lists all students <u>with</u> a post-test within a POP as well as in a program year. The program year report should list all POPs for a student.
g.	Describe how the proposed solution supports functionality to run a report that lists all students <u>without</u> a post-test and no MSG to select by POP and determines whether to run this report by participant or reporting individual.
h.	Describe how the proposed solution supports functionality to select based on class group or pair, in addition to date ranges, to run a report that lists all students without an initial placement.
i.	Describe how the proposed solution supports functionality to select based on class group or pair, in addition to date ranges, to run a report that lists all students who have post-tested. The report should include the current post-testing rate and trends.

TECHNICAL SPECIFICATIONS	
j.	Describe how the proposed solution supports functionality to run a report with class group or pair information printed in the header.
k.	Describe how the proposed solution supports functionality to run a report that will display the last NRS-approved placement test that a student took, which must include the form and level of the test.
l.	Describe how the proposed solution supports functionality to run a report that will provide the number of hours that a student has attended since the last test used for placement (initial or a post-test).
m.	Describe how the proposed solution supports functionality to run a report that will provide the total contact hours accrued per POP, in addition to the entire program year.
n.	Describe how the proposed solution supports functionality to run a report that will identify students who do not have an MSG but have the minimum number of hours required to be tested since the last test with the same test code/component as the initial placement test. This report must identify the test code/component and the number of contact hours accrued by the student.
o.	Describe how the proposed solution supports functionality to query all historical staff data at the staff level and aggregate level for any date range.
p.	Describe how the proposed solution supports functionality to run a report that will provide all staff data for the any date range.
q.	Describe how the proposed solution supports reporting functions that allow users to extract and view data at any point in time for any specified date range to support state, federal and local reporting requirements related to, but not limited to, student, faculty and location data, post-secondary education and occupational training, HSE, adult high school, MSG, follow up, referrals, and monitoring performance measures.
r.	Describe how the proposed solution supports ad hoc reporting using various database querying tools to generate various output formats such as DOCX, XLSX, JPG, PDF, TXT, CSV. (This list is not all inclusive.)
s.	Describe how the proposed solution tracks student exclusion for federal reporting.
t.	Describe how the proposed solution tracks student certificates earned and determine which of those count for various federal reporting requirements.
u.	Describe how the proposed solution allows Accountability Reporting for state staff to generate NRS and WIOA tables and reports to monitor local program activities including enrollment, advancement, achievement, separation and follow-up for students.
v.	Describe how the proposed solution provides Decision Support tools to understand demographic, achievement, and operational efficiency both at the program and state levels. Ideally, the proposed solution will provide dashboards and business intelligence tools will provide the flexibility and insight needed to support program improvement activities.
w.	Describe how the proposed solution provides the functionality to update federal reports as federal requirements change within a reasonable timeframe as agreed with the State Adult Education Director.
x.	Describe how the proposed solution provides the functionality to allow users to see which students are counted on NRS Federal Performance reports as reported in NRS Reporting Tables.

TECHNICAL SPECIFICATIONS	
y.	Describe how the proposed solution provides the functionality to run reports allowing users to see which participants have not yet been assessed for the program year and are not yet included on federal reports.
z.	Describe how the proposed solution provides the functionality to run reports showing how many and which students provided social security numbers to be able to be matched with 3rd party systems.
aa.	Describe how the proposed solution provides the functionality for State reports, and how the proposed solution updates state reports as state requirements change within a reasonable timeframe as agreed with the State Adult Education Director.
XI.	NRS Table Reporting Requirements
a.	Describe how the proposed solution supports functionality to report all student data in the format required by NRS reporting requirements found in the NRS Guidelines.

TECHNICAL SPECIFICATIONS	
XII.	Technical & Functional Specifications
a.	Describe the proposed solutions scalability to support students, CBO, and Community College locations. There are currently at least 100,000 students and 70 CBO and Community College locations.
b.	Describe how the proposed solution supports analytics using predictive modeling.
c.	Describe how the proposed solution supports scheduling activities.
d.	Describe how the proposed solution supports tracking and restricting students who have not attended for an identified amount of time.
e.	Describe how the proposed solution supports collaboration with Title II WIOA core partners.
f.	Describe the automated functionality of the proposed system in support of communications, scheduling, alerts, etc.
g.	Describe how the proposed solution supports registration processes.
h.	Describe how the proposed solution manages student schedules across all program opportunities within an Institution.
i.	Describe how the proposed solution provides intuitive mobile workflows for students and staff.
j.	Describe how the proposed solution supports Self-Service processes for students.
k.	Describe how the proposed solution supports technology efficiencies, security and functionality.
l.	Describe how the proposed solution's core system is managed and monitored.
m.	Describe how the proposed solution handles load increases during peak usage times.
n.	Describe how the proposed solution handles data validation.
o.	Describe how the proposed solution automatically checks the current Active Directory for security level authorization.
p.	Describe how the proposed solution supports single sign on (SSO).
q.	Describe the interoperability methodology of the proposed solution with other systems. Integration of the data warehouse is required via published APIs.
r.	Describe how the proposed solution supports identity management and federated identity-based authentication. The current standard is SAML 2.1. The NCCCS desires Vendor solutions to be compliant with current and future standards for federated identity authentications.
s.	Describe the proposed solution's backup processes and strategies.
t.	Describe how the proposed solution manages software updates, upgrades and maintenance cycles.
u.	Describe the proposed solution's ability to import and export digital documents including, for example, supporting documentation for supplemental postsecondary information, supplemental employment.
v.	Describe how the proposed solution allows for adding attachments/artifacts to student records to enable staff to securely view, print and share with external users (i.e., Literacy Education Information System (LEIS) form, minor permission form) in support of the Title II Adult Education and Literacy student intake process.

TECHNICAL SPECIFICATIONS	
w.	Describe how the proposed solution utilizes Customer Relationship Management (CRM) functionality to enable automated and systematic communications to function across Community Colleges and Community Based Organizations to support programs, colleges, stakeholders, and participants, which enables promotion and expansion of Title II Adult Education and Literacy programs.
x.	Describe how the proposed solution supports the ability to initiate, document, and track referrals and coordination of activities between and among Adult Education and Literacy providers and other WIOA core partners, i.e., Title 1, Workforce Development; Title 2, Adult Education and Family Literacy; Title 3, Wagner-Peyser.
y.	Describe how the proposed solution provides Decision Support tools to understand demographic, achievement, and operational efficiency both at the program and state levels. Ideally, the proposed solution will provide dashboards and business intelligence tools will provide the flexibility and insight needed to support program improvement activities.
z.	Describe how the proposed solution migrates all data from legacy systems.
aa.	Describe the archiving process for the proposed solution.
bb.	Describe the operational maintenance and support of the proposed solution.
XIII.	<p><u>DASHBOARD CAPABILITIES:</u> Provide examples of dashboard items to include the following items. Note: This list is not all inclusive.</p> <p>Enrollment</p> <ul style="list-style-type: none"> • By participant • By reportable individuals • With no contact hours for a specified number of days <p>Assessments</p> <ul style="list-style-type: none"> • Post Test Eligible within a specified number of contact hours • Post Test Percentage Rate by the current program year • Post Test Percentage Rate over the past two (2) fiscal years and by EFL <p>MSG Completion by EFL</p> <ul style="list-style-type: none"> • Pre- and post-testing • By receipt of an Adult High School (AHS) diploma • By receipt of a High School Equivalency (HSE) diploma by June 30 of the current year • By enrollment in post-secondary education or occupational training after exit from a program <p>Staff Alerts</p> <ul style="list-style-type: none"> • Staff with no active history • Staff with expired credentials • Staff with missing data <p>Reports</p>

	TECHNICAL SPECIFICATIONS
	<ul style="list-style-type: none">• The dashboard should include, but not be limited to, the reporting requirements found in Appendix A: Technical Specifications and the NRS guidelines.• The dashboard should display federal and state performance metrics.• The dashboard should display performance versus goals.

APPENDIX B: PAST PERFORMANCE

REFERENCE	POINT OF CONTACT	TITLE	PHONE NUMBER	EMAIL ADDRESS

APPENDIX C: PROJECT/PROGRAM MANAGEMENT PLAN

The Vendor's plan will be evaluated on organization and detail, timelines proposed, how the Vendor will address contingencies, the degree of the Vendor's staff support, the efficiency of the plan, the use of Vendor and Agency resources, and quality control to include:

Knowledge Area Management

- Describe the approach for Scope, Cost, Schedule, Risk, Issues, Change, and Communications management.
- Describe high-level roll-out approach including order and timing of specific modules.

Project Controls

- Vendor will carry out this project under the direction and control of the NCCCS Enterprise Resource Planning Program Management Office (ERP PMO) in accordance with Enterprise Project Management Office Quality Management System (EPMO QMS) standards. Refer to: <http://it.nc.gov/services/service-directory/project-management/project-approval-oversight-epmo/qms-processes-and-forms>.
- Although there will be continuous liaison with the Vendor team, the NCCCS Program Director, at a minimum, and Associate Vice President Workforce Development - Continuing Education, if required, will meet monthly at a minimum, with the Vendor's Project Manager for the purpose of reviewing progress and providing necessary guidance to the Vendor in solving problems which may arise.
- Within five (5) working days of the award of the Contract, Vendor will begin development of a work plan with the NCCCS ERP PMO Director and any other required personnel for final approval. This final implementation plan must include:
 - Vendor's project organizational structure
 - Vendor's staffing table with names and title of personnel assigned to the project.

This must be in agreement with the staffing in the accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of NCCCS ERP PMO.

- A Project Schedule that identifies sub projects, tasks, activities, dates, durations, deliverables, and milestones, and resources required and allocated to each. For the schedule, Microsoft Project is required.
- A Time-Phased Plan in the form of a graphic display, showing each event, task and deliverable aligned with minor and major milestones in the work plan

Project Reports

The Vendor will submit written biweekly Summaries of Progress to the NCCCS ERP PMO. Each Summary of Progress report will outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; risks, issues and notification of any significant deviation from previously agreed upon work plans.

ATTACHMENT A. Department of Information Technology Terms and Conditions

1) DEFINITIONS:

- a) "Data" includes 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) Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State as included in Paragraph 7) c) of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.
- c) "Services" shall mean the duties and tasks undertaken by the Vendor to fulfill the requirements and specifications of this solicitation, including, 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, all as a Software as a Service ("SaaS") solution.
- d) "State" shall mean the State of North Carolina, the Department of Information Technology as an agency, or the agency identified in this solicitation as the Purchasing Agency and Award Authority.
- 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) 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) 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). 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 Vendor's SaaS tenants for similar Services. Vendor's right to a new use agreement for new version releases of the Services shall not be abridged by the foregoing. Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.

- d) 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) 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; REMEDIES.

- a) Vendor warrants to the best of its knowledge that:
 - i) The Services do not infringe any intellectual property rights of any third party; and
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b) Should any Services supplied by Vendor become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the Services, or replace or modify the same to become noninfringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected Services, and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute Services. If, in the sole opinion of the State, the cessation of use by the State of any such Services due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services.
- 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 supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) 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 results from the State's material alteration of any Vendor-branded Services, or from the continued use of the good(s) or Services after receiving notice they infringe on a trade secret of a third party.

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. 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. 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 nonavailability 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 Vendor failed to meet the performance requirements or other service levels, and the credit will continue to be deducted from the monthly invoice for each prior month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement. If Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may also terminate the contract for material breach in accordance with the Default provisions hereinbelow.

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

5) EXCLUSIONS:

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

- 6) **PERFORMANCE REVIEW AND ACCOUNTABILITY.** N.C.G.S. § 143B-1340(f) and 09 NCAC 06B.1207 require provisions for performance review and accountability in State IT contracts. For this procurement, these shall include the holding a retainage of 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:**

- a) Where Services 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 Services and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Services.
- 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 Warranty compliance, 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 this Contract. 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.

8) 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 Services 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 tangible 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 this Contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

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

10) TRANSITION PERIOD:

- a) For ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Vendor shall assist the State, upon written request, in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in an SLA or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, Services access shall continue to be made available to the State without alteration.
- d) Vendor agrees to compensate the State for damages or losses the State incurs as a result of Vendor's failure to comply with this Transition Period section in accordance with the Limitation of Liability provisions above.
- e) Upon termination, and unless otherwise stated in an SLA, and after providing the State Data to the State as indicated above in this section with acknowledged receipt by the State in writing, the Vendor shall permanently destroy or render inaccessible any portion of the State Data in Vendor's and/or subcontractor's possession or control following the completion and expiration of all obligations in this section. Within thirty (30) days, Vendor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional Transition services as may be agreed upon in a supplemental agreement.

11) TRANSPORTATION: Transportation charges for any Deliverable sent to the State other than electronically or by download, shall be FOB Destination unless delivered by internet or file-transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.

12) TRAVEL EXPENSES: 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 may be eligible to be reimbursed for travel expenses specifically agreed to in writing and arising under the performance of this Agreement, reimbursement will be at the out-of-state rates set forth in 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 this Agreement.

- 13) 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. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Agreements with the Vendor. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1207, or other provision of law.
- 14) AVAILABILITY OF FUNDS:** Any and all payments by the State are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the State for the purposes set forth in this Agreement. If this Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the State'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 this 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 the Agreement. If funds to effect payment are not available, the State will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to terminate any Services supplied to the State under this Agreement and relieve the State of any further obligation thereof. The State shall remit payment for Services accepted on or prior to the date of the aforesaid notice in conformance with the payment terms.
- 15) PAYMENT TERMS:**
- 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 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 Vendor's written request of not less than 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 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 Vendor's receipt of a disputed invoice notice, 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 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:

- a) Initial acceptance testing is required for all Vendor supplied Services before going live, 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 technical representations. Acceptance of Services may be controlled by additional written terms as agreed by the parties.
- b) After initial acceptance of Services, the State shall have the obligation to notify Vendor, in writing and within ten (10) days following provision of any Deliverable described in the contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable is unacceptable. Acceptance by the State of any Vendor re-performance or correction shall not be unreasonably withheld but may be conditioned or delayed as required for confirmation by the State that the issue(s) in the notice have been successfully corrected.

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

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 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 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 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 3rd party security certification not to exceed 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; and
 - (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);
 - (6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
- f) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60 *et seq*) 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 Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall, at its own expense, (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. 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, 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) 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 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, 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, 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.

Vendor shall investigate of 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. 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 Vendor from continuing to provide the Services, 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 Vendor's obligation to provide the State Data pursuant to this Paragraph 18) n), 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, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

19) ACCESS TO PERSONS AND RECORDS: Pursuant to N.C. General Statute 147-64.7, the State, 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 this Agreement or to costs charged to this Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Agreement. Additional audit or reporting requirements may be required by any State, if in the State's opinion, such requirement is imposed by federal or state law or regulation. The Vendor shall allow the State to audit conformance including contract terms, system security and data centers as appropriate. The State may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least 30 days' advance written notice and shall not unreasonably interfere with the Service Provider's business.

20) ASSIGNMENT: Vendor may not assign this 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 of any consolidation, acquisition, or merger. Any assignee shall affirm this Agreement attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this 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.

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

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

23) AMENDMENT: This 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.

24) 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 this Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

25) GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this 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 this 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.

26) 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 material requirements and specifications 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 within the time required by this Contract, 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 as provided herein.

- 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 Vendor 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. 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.

27) FORCE MAJEURE: Except as provided for herein, 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.

28) 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 and the provision of Services hereunder, including those of federal, state, and local agencies having jurisdiction and/or authority.

29) TERMINATION: Any notice or termination made under this 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. The parties may mutually terminate this Agreement by written agreement at any time.

- a) The State may terminate this Agreement, in whole or in part, pursuant to the Paragraph entitled "Default," above, or pursuant to Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following

i) Termination for Cause: In the event any goods, Services, or service furnished by the Vendor during performance fails to conform to any material specification or requirement of the Agreement, 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 Paragraph 7), entitled "Limitation of Liability." 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 Agreement. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

ii) Termination for Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Services performed in conformance with the Agreement. In the event the Agreement is terminated for the convenience of the State the State will pay for all Services and work performed or delivered in conformance with the Agreement up to the date of termination.

30) DISPUTE RESOLUTION: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the State shall be submitted in writing to the Vendor's Agreement 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 this 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 this Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

31) SEVERABILITY: In the event that a court of competent jurisdiction holds that a provision or requirement of this 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 this 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.

32) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT: The Parties agree that the State shall be entitled to any and 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.

33) 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 Service. The

State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract. The E-Procurement fee does not normally apply to services.

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