

STATE OF NORTH CAROLINA North Carolina Community College System (NCCCS)	REQUEST FOR PROPOSAL NO. 50-NCCCS-073020
	Offers will be publicly opened: September 21, 2020 at 2:00 pm.
Refer <u>ALL</u> inquiries regarding this RFP to: Ruth Risser 919-807-7199 risserr@nccommunitycolleges.edu	Issue Date: September 2, 2020
	Commodity Number: 209
	Description: Enterprise Content Management System Replacement
	Using Agency: NCCCS
	Requisition No.: N/A

OFFER

The State solicits offers for Services and/or goods described in this solicitation. All offers and responses received shall be treated as Offers to contract.

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. 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: Team IA, Inc.		
STREET ADDRESS: 212 Palmetto Park Blvd.	P.O. BOX: 1643	ZIP: 29071-1643
CITY, STATE & ZIP: Lexington, SC 29072	TELEPHONE NUMBER: 803-356-7676	TOLL FREE TEL. NO 888-483-2643
PRINT NAME & TITLE OF PERSON SIGNING: Brent Yarborough, President	FAX NUMBER: 803-356-4942	
AUTHORIZED SIGNATURE: See page 2, vendor signed in wrong area	DATE: 10/8/2020	E-MAIL: byarborough@teamia.com

Offer valid for one hundred twenty (120) days from date of offer opening unless otherwise stated here: _____ days

ACCEPTANCE OF OFFER

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

FOR NORTH CAROLINA COMMUNITY COLLEGE USE ONLY	
Offer accepted and contract awarded this date <u>6/25/2021</u>	as indicated on attached certification,
by <u>Thomas A Stittle III</u>	<u>JH</u> (Authorized representative of NCCCS).

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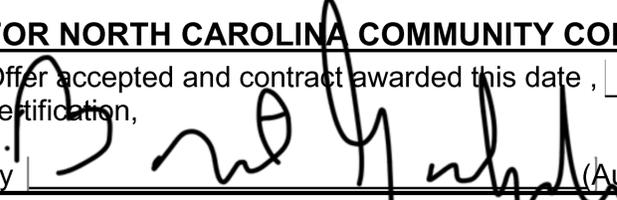
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by  (Authorized representative of NCCCS).

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ATTACHMENT D: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name	TEAMia, Inc.
Offeror's address	PO Box 1643 Lexington, SC 29071-1643
Offeror's telephone number	803-356-7676
Date established	April, 1995
Ownership	<input type="checkbox"/> Public <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary <input checked="" type="checkbox"/> Other (specify) S-Corporation
If incorporated, state of incorporation.	South Carolina
Number of full-time employees on January 1 st for the last three years or for the duration that the Vendor has been in business, whichever is less.	1/1/2020 - 22 1/1/2019 - 20 1/1/2018 - 19
North Carolina Secretary of State Registration Number, if currently registered	0901942
Offeror's contact for clarification of offer Contact's name Title Email address Telephone number	Lane Yarborough Account Executive Lane.Yarborough@teamia.com 803-356-7676
Offeror's contact for negotiation of offer Contact's name Title Email address Telephone number	Brent Yarborough President byarborough@teamia.com 803-356-7676

HISTORICALLY UNDERUTILIZED BUSINESSES

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

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

<http://ncadmin.nc.gov/businesses/hub>

Respond to the questions below.

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

If so, state HUB classification:

3.4 BUSINESS AND TECHNICAL SPECIFICATIONS

The proposed solution should be comparable to the existing systems at each college and compatible with existing printing and imaging hardware and enterprise resource planning modules including, but limited to, student and academic services, finance, financial management, financial aid, human resources and payroll, short term workforce development, vendor and contract management, grants management, and veterans affairs management. The proposed solution should integrate with industry standard database technologies including but not limited to Microsoft SQL, Oracle, Sybase, and Unidata[®] (Rocket Software) to capture a variety of documents such as transcripts, certificates, purchase orders, checks, vouchers, contracts, etc. The proposed solution can include additional hardware needed. The colleges currently use several document imaging platforms, and the proposed solution should provide comparable functionality to existing products currently in use at the community colleges including, but not limited to, the following: SoftDocs modules (Etrieve[®], Etrieve Central, Etrieve Content, Etrieve Flow, Etrieve Forms, Etrieve Security, DoceServe, ArchiveBuilder), AutoFile[®], DocEscan, Hyland Onbase[®], TeamIA, and Image Now. Where possible, the proposed solution should be able to reuse forms that are currently in place with other current document imaging software at the community colleges and have automatic data retention set points and cloud storage options.

The Vendor's proposed solution should also include blockchain anchored digital credentials to instantly validate the authenticity of any document.

The proposed solution should be able to capture content from common sources including, but not limited to, direct import from file, e-mail receipt, import from printing services, import from other workflows including, but not limited to, Microsoft SharePoint, ServiceNow, and Salesforce.

The ability to integrate or convert documents and images managed by current solution.

Forms and software need to be Americans with Disabilities Act (ADA) compliant.

Documents created will become the property of the State.

The proposed solution should support internal and external authentication services including, but not limited to, SAML based single sign-on, Active Directory, LDAP, SSO, and Shibboleth[®].

The proposed solution should be device agnostic and adaptive. Form, view, workflow, and capture capability should be supported on devices including, but not limited to, mobile phones, tablet devices, mobile and fixed workstations.

1) *Software Retrieval Features:*

- a) *Software should perform searches across multiple document types and categories using key index searches. Describe how searches can be performed in the system.*

Searches can be performed across multiple document types and categories using key index searches.

- b) *Software should search full text across all documents stored in the repository. The system should search across multiple file types to include, but not limited to, industry standard business automation software (Microsoft, Apple, Google products, PDF, and TIF).*

A full text search is available for all the document types listed and the process is a server process. Full text can be configured by cabinet, document type, and folders. Once a cabinet, document type, or folder is configured for Full Text searching, the documents will then be processed by the Full Text server and build the database records for those documents.

- c) *Software should have unlimited index fields.*
Index fields are unlimited up to the limits of the storage space.
 - d) *Software is Web based and tablet/mobile device friendly.*
The Retrieval and Workflow User Interface is Web-based and tablet friendly. In addition, a separate mobile site is available for mobile users.
 - e) *Software performs check in/check out with versioning.*
Check In/Check out and versioning are fully supported.
 - f) *Software can provide security based on index fields.*
Security of documents and drawers can be set based on index field values using workflow. The security is also granular down to the document level.
 - g) *Software can create ad hoc folders in addition to a predetermined folder structure.*
Ad hoc folders can be added based on user permissions in addition to a predetermined folder structure.
 - h) *Software allows drag and drop documents from Microsoft Outlook® and Google Gmail® into the system.*
The Software allows drag and drop from Microsoft Outlook. Documents or Attachments from Gmail can be added to the system by dragging the attachment from Gmail to the Desktop, and then into the system.
- 2) *Scan Features:*
- a) *Software must scan documents simplex, duplex, bitonal, grayscale, and color.*
All the above listed scan options are supported.
 - b) *Software must automatically detect blank pages.*
Blank page detection is supported.
 - c) *Software must recognize barcode separator sheets when used in between documents for batch scanning.*
Barcode separator pages are supported.
 - d) *Software must index the scanned documents for retrieval.*
iaCapture provides the ability to batch scan, document scan and index scanned documents for retrieval.
 - e) *Software allows default values and index validation on index fields.*
Default values can be set for index fields and validation can be performed on index fields using predefined type validators and/or regular expressions.
- 3) *Electronic Forms Features:*
- a) *Describe how the forms design process allows drag and drop fields onto the form.*
e-Forms can be created using iaFlow's Packet Index Form Designer. The designer supports adding predefined index fields in addition to HTML, CSS, and JavaScript. Fields are added to the Index form. Once the fields are added to the form, the fields can be arranged and resized using drag and drop to place fields into the desired location on the form.
 - b) *Describe how the software allows pre-population of information.*
Information can be pre-populated on e-Forms from a variety of data sources. Default values can be set while setting up the Packet Index form. In addition, workflow tasks can be created to pull information from

data sources such as Student data, Employee data, or Class information.

- c) *Software must create a packet or set of forms that need to be completed. Workflow processes can be created to present one or more forms as a packet to be completed.*

Information can be easily carried from one form to another.
 - d) *Software should carry information from one form to another form. For example, if a phone number is completed on one form, and the phone number is listed on a subsequent form, then the phone number will carry over from the first form.*

Our software provides the ability to use both Web forms and Adobe PDF Forms.
 - e) *In addition to web forms, software can use Adobe PDF forms, to include the ability to pre-populate Adobe forms with information.*

E-Forms can be created using the Packet Index Form Designer within iaFlow. The designer supports adding predefined index fields in addition to HTML, CSS, and JavaScript. Fields can be arranged and re-sized using drag-and-drop functionality. All design is completed within the iaFlow module via a point-and-click interface.
 - f) *The software should have the ability to copy a form and create in either a GUI builder or HTML to allow going back and forth.*
- 4) **Workflow Features:**
- a) *Describe how software allows users to configure workflow processes for multiple points of automation.*

This is fully supported. iaFlow supports a variety of process configurations and automations. Using the iaFlow administrative functionality, a workflow process can be configured for multiple points of automation. Workflow processes are created inside of iaFlow Admin and determine the routing and requirements for the process.
 - b) *Software should provide workflows for common academic processes such as course drop/add. Describe how student and class data is retrieved and how hours may be calculated when a drop class request is made and how documents are routed for approval.*

Both Students and Instructors can initiate the drop class process. Student and class data can be pulled near real-time from systems such as Colleague/DataTel or Banner using TEAMia's DataTel Connector or using Ethos integration. As an example, hours are calculated based on the data retrieved from Colleague/DataTel or Banner and displayed on the Web forms. Documents and forms can then be routed for approval and stored in the document management system.
 - c) *Software should provide a secure external portal for external users to participate in the workflow process. Explain the functionality available on the external portal and how authentication is handled.*

An Internet Connector is available for external users to participate in the workflow process. External users can perform workflow tasks, sign documents electronically, and view the status of the workflow items they have access to. The portal uses encryption as well as user authentication for added security.
 - d) *Describe how the software can add a digital signature to including adding a saved signature, drawing a signature, and using a signature pad.*

Signatures can be added using all of the above listed methods. When creating an eForm using the Packet Index Form Designer, signature

fields can be added to the form. Multiple signature fields can be added to a form if required. When the form is presented, the person filling out the form can add a signature by drawing the signature, inserting a saved signature, or by using a signature pad.

- e) *Describe how the software and workflow can be setup to accommodate employee contracts to include creating contracts, sending contracts to employees not yet employed with the college to acquire signatures, and route for approvals.*

TEAMia, or the client, can configure the employee contracts process using our eForms, Workflow, and Internet Connector modules. A workflow process can be configured for the employee contracts process to create contracts based on Sections and Load periods. Contract data is pulled from Colleague/DataTel or Banner manually or on a scheduled basis. Contracts can be routed for approval and sent to the Internet Connector site for the contract review and signature process.

- f) *Describe how the software can be configured to automatically send out contract renewals for signatures.*

TEAMia, or the client, can configure the employee contract renewals process using our eForms, Workflow, and Internet Connector modules. In addition, by using scheduled jobs, we can execute workflows based on flexible scheduling to automatically send out the contract renewals for signatures.

- g) *Describe the workflow process on how employees enter timesheet information and route for approvals.*

TEAMia, or the client, can configure the employee timesheet process using our eForms, Workflow, and Internet Connector modules. Timesheets can be generated based on contracts created in the system. Timesheets can be accessed by employees to complete their time entries and email reminders can be sent automatically. Timesheets can be routed to timesheet approvers as required.

- h) *Describe how the software can redirect the recipient in a workflow when required.*

The workflow routing is configured in iaFlow Admin. When configuring a workflow, tasks can be assigned to recipients at each step in the Workflow process. In addition, iaFlow contains the functionality to create assertions that can redirect a recipient in a workflow when required based on predefined actions taken within the system.

- i) *Describe how the software provides the ability to copy workflows.*

Using iaFlow Admin, tasks in one workflow can be copied to additional workflows. iaFlow contains the functionality to copy tasks within a workflow process to reuse within another process through a point and click methodology (no coding required). When copying a task, you can select to create a new task, or copy an existing task. If copy task is selected, you will be able to select any of the existing tasks.

- j) *Explain how the software provides the ability to impersonate a user for workflow troubleshooting and testing.*

iaFolder contains the functionality for an Administrator to impersonate another user using a specified log-in to troubleshoot and test within workflow. In order for the impersonate feature to be enabled, the Impersonate Others permission must be set. This feature is controlled by iaFolder Admin security. If this permission has been granted, an administrator can impersonate other users for troubleshooting purposes.

- k) *Explain how the software provides the ability to create custom workflow notification emails.*

Using iaFlow Admin, notifications and alerts can be created within the Workflow Packet. When setting up the alerts in the Workflow process, alerts such as email notifications can be configured. Custom workflow notification emails can be configured to include logos, workflow packet indexes, static text, links, dates, recipients, or subject lines. As an example, the primary form of notification/alert occurring via email, whereby a direct link to the system is routed to the applicable team, group, or individual to take them directly to the pending task or approval for completion.

- l) *Explain how the software provides inactivity reminders.*

Inactivity reminders can be configured in iaFlow Admin and job scheduler. For example, if a notification needs to be sent 48 hours from the date the workflow item has entered a queue, then a scheduled job will run and will send a notification. Notifications and alerts can be created within the Workflow Packet, with the primary form of notification/alert occurring via email, whereby a direct link to the system is routed to the applicable team, group, or individual to take them directly to the pending task or approval for completion.

- m) *Describe how the software provides ability to delete individual or a set of forms within a workflow at any point within the workflow.*

iaFlow contains the functionality for users with associated permission to delete a workflow form and/or packet manually within the workflow; in addition, tasks can be created to automatically delete individual and/or a set of forms if desired at a predetermined point within the workflow process.

5) *Integration Features:*

- a) *Describe how the software can integrate with Enterprise Resource Plan (ERP) platforms including, but not limited to, Ellucian Colleague[®], Ellucian Banner[®], Salesforce and ServiceNow, to pull both Student and Employee information. Describe how integration will be accomplished.*

TEAMia has the knowledge and capability to integrate with Enterprise Resource Plan Platforms. TEAMia has their own API's that help facilitate integration with all types of systems to include, but not limited to: Ellucian Colleague/Banner, Salesforce and ServiceNow. In addition, TEAMia is an Ellucian business partner which allows us direct support from Ellucian. We are working in Ellucian's sandbox development environment and currently working on our Ethos integration.

6) *Migration Features:*

- a) *Explain how the software can migrate images and indexes from existing enterprise content and document management systems.*

We have successfully extracted documents and indexes from existing document management systems. Typically, once the images and indexes are exported from the legacy system, the extracted data is transformed into a format that our iaBITS software can import into iaFolder.

- b) *Explain how the software solution can provide an option of extracting the documents and indexes from the existing enterprise content and document management systems.*

TEAMia has the option of either performing the data extractions and indexes from existing enterprise content document management

systems. OR the customer can provide the images and indexes in the required TEAMia format. Then, TEAMia utilizes their iaBits software to import the images and indexes into the TEAMia solution.

7) *Retention Management:*

- a) *Describe how the software provides an option to manage the life cycle of documents to include purging documents ready to start a retention period or notifying an administrator documents have met retention.*

Our solution has an optional LifeCycle Manager where retention policies and notifications can be configured.

- b) *Describe the retention management process and how retention profiles can be configured.*

Retention profiles can be configured based on the document type. Once the retention of the document has been met, a notification can be configured to alert an administrator for approval prior to purging the documents from the system. Once approved, the documents are purged from the system. As an option, documents can be moved to secondary storage if preferred rather than purging.

8) *System Compatibility:*

- a) *Describe how the proposed solution is compatible with:*

- *Industry standard operating systems including, but not limited to, Microsoft, RedHat, Linux®, and Oracle.*

The solution is platform-agnostic and functions across multiple device types and platforms.

- *Existing Twain compatible scanners*

Our proposed solution uses TWAIN scanner interfaces and is scanner agnostic.

- *Industry standard database technologies including, but not limited to, Microsoft SQL, Sybase, Unidata, and Oracle to capture a variety of documents such as transcripts, certificates, purchase orders, checks, vouchers, contracts, etc.*

The proposed solution is compatible with industry standard operating systems and databases.

- *Import data from various file types.*

The proposed iaFolder Suite solution is built using open standards for image Storage (e.g. TIFF, PDF, etc.). TEAMia has not yet found another system that we were unable to import images and indexes into iaFolder when the third party images and index data were provided in industry standard formats.

- 9) *Explain how the proposed solution provides the ability to integrate with digital credentials and digital credential providers.*

iaFolder provides authentication plug-ins for single sign-on services such as Active Directory.

- 10) *Describe search capabilities, including, but not limited to, name, SSN, and ID numbers, as well as the ability to search archived records.*

iaFolder provides the capability to search index fields such as name, SSN, and ID numbers using both a Quick search and an Advanced search. This includes searching archived records. The Full Text module provides the ability to search every word in an entire document or a specified group of documents.

- 11) *Support (response time must be 4 hours or less) for:*

- a) *Business hours, after hours, weekend, and holiday support.*
- b) *System use and availability support.*
- c) *Access and authentication support.*

TEAMia offers a wide range of support options to tailor a support plan to meet the specific needs of its customers' support requirements, to include 4-hour response times on the above items.

12) Reporting:

a) Describe the proposed solution's method for dashboard capabilities

The user interface provided within iaCapture and iaFolder was designed to provide the end-user with a simple, seamless, efficient experience. Each user can customize their dashboard using the Dashboard settings menu to add widgets to their dashboard. For example, iaFlow users can add a bar chart to their dashboard to easily see items in their workflow queue. In addition, Administrators can configure additional widgets that can be added as items to dashboards, such as Print process jobs completed or Print process items in error.

b) Describe the proposed solution's ability to run reports on number and type of forms, documents, etc. maintained within the proposed solution.

A separate Reports tab within the application provides the ability to run reports. Reports can be created and modified as needed. Views can also be created for the ability for the client to easily create additional reports, which can be developed using SSRS or Crystal

13) Describe the proposed solution's technical architecture – specifically production, development and test environments, as well as user system access, account management, and user's ability to access electronic forms and associated licensing requirements.

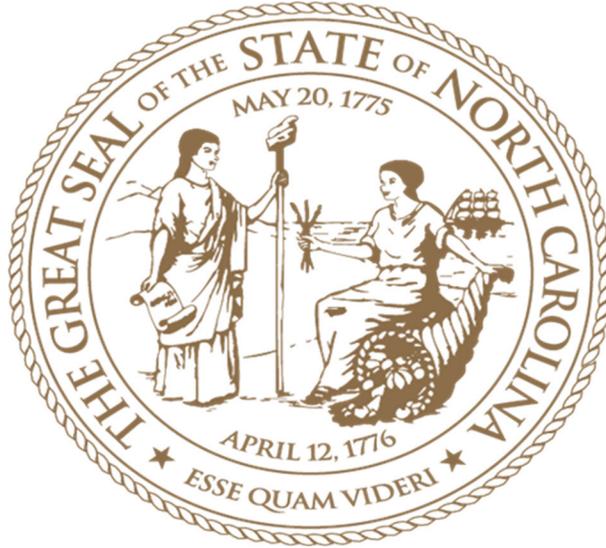
The proposed system's architecture and technology stack are detailed on pages 10 and 11. It is recommended that all clients implement both a Production AND Test system so that any new code releases can be tested in the client's environment prior to deployment into Production. System purchases allow for the installation of one additional standalone system for use for testing or development only (limited to 5 iaFolder and 5 iaFlow users). All server functions can be implemented on virtual servers.

14) Describe how the proposed solution has the capability to analyze, route, and store electronic communications based on specific information contained within the electronic communication.

TEAMia's application provides the ability to route related documents with directives through workflow via the iaFlow module that supports a variety of process configurations and automations, including the ability to cross departmental boundaries and utilize ad-hoc routing. Student and class data can be pulled near real-time from Colleague/DataTel or Banner using TEAMia's Datatel Connector or Ethos integration. Based on the data retrieved and displayed on the Web forms, calculations can be performed (such as credit hours remaining after a class is dropped), and documents and forms can then be routed for approval, and subsequently stored in the document management system. Additionally, an Internet Connector is available for external users to participate in the workflow process. External users can perform workflow tasks, sign documents electronically, and view the status of the workflow items to which they have access. Storage and retrieval of documents is also contained within the iaFolder module. As a part of the consultative analysis undertaken with the customer, the folder structure (file organization) and specification of required index fields is determined prior to conversion and implementation. Retention profiles can be configured based on the document type. Once the retention of the document has been met, a

notification can be configured to alert an administrator for approval prior to purging the documents from the system. Once approved, the documents are purged from the system. As an option, documents can be moved to secondary storage if preferred rather than purging.

ENTERPRISE SECURITY & RISK MANAGEMENT OFFICE (ESRMO)



Vendor Readiness Assessment Report (VRAR) for Solutions Not Hosted on State Infrastructure

Executive Summary

*The State requires that all systems connected to the State Network or process State data, meet an acceptable level of security compliance. This includes those systems that operate outside of the States' direct control such as Cloud Services defined as Software as a Service (SaaS), Infrastructure as a Service (IaaS) or Platform as a Service (PaaS). Below is a high-level view of specific security requirements that are requirements to meet compliance. **Note:** There may be additional requirements depending on the sensitivity of the data and other Federal and State mandates.*

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Introduction

Purpose

This report and its underlying assessment are intended to enable State agencies to reach a state-ready decision for a specific system **not hosted** on the State of NC's infrastructure that is based on organizational processes and the security capabilities of the Moderate/Low-impact information system.

Outcomes

Submission of this report by the Vendor does not guarantee a state-ready designation, nor does it guarantee that the State will procure services from the vendor.

State Approach and Use of This Document

The VRAR identifies clear and objective security capability requirements, where possible, while also allowing for the presentation of more subjective information. The clear and objective requirements enable the vendor to concisely identify whether an application or vendor is achieving the most important State Moderate or Low baseline requirements. The combination of objective requirements and subjective information enables State to render a readiness decision based on a more complete understanding of the vendor's security capabilities.

Section 4, Capability Readiness, is organized into three sections:

- **Section 3.1, State Mandates**, identifies a small set of the state mandates a vendor must satisfy. State **will not** waive any of these requirements.
- **Section 3.2, State Requirements**, identifies an excerpt of the most compelling requirements from the National Institute of Science and Technology (NIST) Special Publication (SP) 800 document series and State guidance. A VENDOR is unlikely to achieve approval if any of these requirements are not met.
- **Section 3.3, Additional Capability Information**, identifies additional information that is not tied to specific requirements, yet has typically reflected strongly on a VENDOR's ability to achieve approval.

VENDOR System Information

Provide and validate the information below. For example, if the deployment model is Government only, ensure there are no non-Government customers. The VRAR template is intended for systems categorized at the Moderate or Low security impact level, in accordance with the FIPS Publication 199 Security Categorization.

Table 2-1. System Information

<p>VENDOR Name: TEAMia, Inc.</p> <p>System Name: iaFolder Suite</p> <p>Service Model: SaaS</p> <p>FIPS PUB 199 System Security Level: Moderate</p> <p>Fully Operational as of: 2017</p> <p>Number of Customers (State/Others): 35+</p> <p>Deployment Model: Client selected and provided Public Cloud</p> <p>System Functionality: Enterprise content management, workflow, and printing system</p>

Relationship to Other Vendors or CSPs

If this system resides in another VENDOR’s environment or inherits security capabilities, please provide the relevant details in Tables 2-2 and 2-3 below. **Please note**, the leveraged system itself must be State Authorized. For example, a large VENDOR may have a commercial service offering and a separate service offering with a State Authorization. Only the service offering with the State Authorization may be leveraged.

IMPORTANT: If there is a leveraged system, be sure to note below every capability that partially or fully leverages the underlying system. When doing so, indicate the capability is fully inherited or describe both the inherited and non-inherited aspects of the capability.

Table 2-2. Leveraged Systems

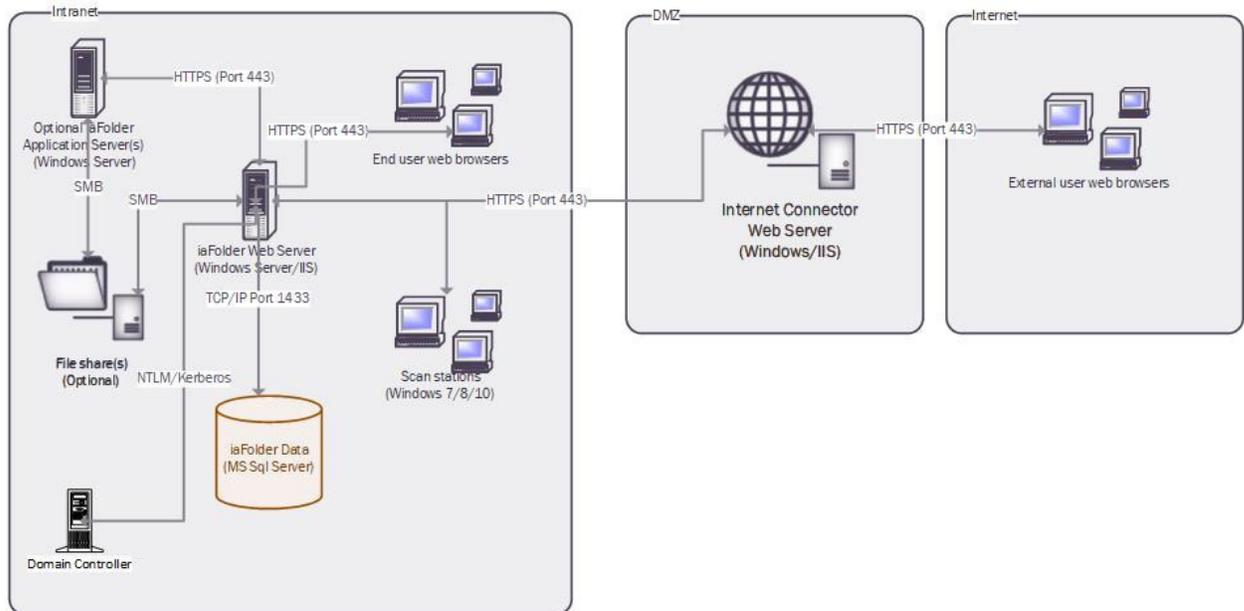
#	Question	Yes	No	N/A	If Yes, please describe.
1	Is this system leveraging an underlying provider?		X		If “yes,” identify the underlying system.

List all **services** leveraged. The system from which the service is leveraged must be listed in Table 2-2 above.

Table 2-3. Leveraged Services

#	Service	Service Capability	System
1	None	List the capability the service provides (e.g., load balancer, database, audit logging).	Identify the system from which the service is being leveraged.

Data Flow Diagrams



Separation Measures [AC-4, SC-7]

The *iaFolder* application is physically separated into two primary server-based applications; one targeted at an intranet-based audience, and one targeted to an Internet audience. The intranet-based application is installed inside an organization's firewall to prevent unauthorized external access. The Internet-based application (aka Internet Connector) is installed in an organization's DMZ, where it is only accessible via HTTPS through port 443 (or other suitable port). The Internet Connector application has no direct communication with the organization's intranet, except through key-secured API calls to the *iaFolder* intranet application through HTTPS.

Within the application, data can be partitioned and secured in containers such as cabinets, drawers, and folders. Permissions can be applied to these container types to allow no access, read-only access, or read/write access to users and/or groups of users as desired.

Application data is stored in Microsoft SQL Server and Windows or other SMB file shares. The application accesses SQL Server via a dedicated login account. End users do not require and should not have any access to the SQL Server. File shares can also be secured so that only the application has access to them; again, end users are not required to and should not be granted access to the file shares used to store application data.

System Interconnections

A System Interconnection is a dedicated connection between information systems, such as between a SaaS/PaaS and underlying IaaS.

The Vendor must complete the table below. If the answer to any question is "yes," please briefly describe the connection. Also, if the answer to the last question is "yes," please complete Table 2-5 below.

Table 2-4. System Interconnections

#	Question	Yes	No	If Yes, please describe.
1	Does the system connect to the Internet?	X		The Internet Connector component of the system is generally Internet accessible. This component is intended for a broad audience. It has limited functionality and is only connected to the main application component through a secure API. No direct database or file system access is used.
2	Does the system connect to a corporate or state infrastructure/network?	X		The main component of the system can optionally connect to state/corporate infrastructure for integration purposes.
3	Does the system connect to external systems?	X	X	The base system <i>does not</i> connect to external systems. However, integration capabilities of the system <i>allow</i> it to connect to external systems where desired.

If there are connections to external systems, please list each in the table below, using one row per interconnection. If there are no external system connections, please type "None" in the first row.

Table 2-5. Interconnection Security Agreements (ISAs)

#	External System Connection	Does an ISA Exist?		Interconnection Description. If no ISA, please justify below.
		Yes	No	
1	Ellucian Banner/Colleague			Depends on individual circumstances
2				

Capability Readiness

State Mandates

This section identifies State requirements applicable to all State approved systems. All requirements in this section must be met. Some of these topics are also covered in greater detail in Section 0, *State Requirements*, below.

Only answer "Yes" if the requirement is fully and strictly met. The Vendor must answer "No" if an alternative implementation is in place.

Table 3-1. State Mandates

#	Compliance Topic	Fully Compliant?	
		Yes	No
1	Are FIPS 140-2 Validated or National Security Agency (NSA)-Approved cryptographic modules consistently used where cryptography is required?	X	
2	What type of authentication does the application use? Can it integrate with the State's NCID solution?	X	
3	What types of security boundary/threat protection devices are used to protect the network, system, application...e.g. firewalls intrusion detection/prevention systems, end point protection etc. [SC-7] [SI-2/SI-4]	X	
4	Does the VENDOR have the ability to consistently remediate High vulnerabilities within 30 days and Moderate vulnerabilities within 90 days?	X	
5	Does the VENDOR and system meet Federal Records Management Requirements, including the ability to support record holds, National Archives and Records Administration (NARA) requirements, and Freedom of Information Act (FOIA) requirements?	X	
6	Does the vendor store, process or transmit State data in the continental US and is the data backed up in US only locations?	X	
7	All operating systems (OS) <u>AND</u> major application software components (e.g. Microsoft SQL, Apache Tomcat, Oracle Weblogic, etc.), must NOT be past N-1. Applications which are not operating on the most recent platform MUST have a roadmap to upgrade with a State approved timeline. Does the application support the N-1 requirement?	X	

State Requirements

This section identifies additional State Readiness requirements. All requirements in this section must be met; however, alternative implementations and non-applicability justifications may be considered on a limited basis.

Approved Cryptographic Modules [SC-13]

The Vendor must ensure FIPS 140-2 **Validated** or NSA-Approved algorithms are used all encryption modules. FIPS 140-2 **Compliant** is **not** sufficient. The Vendor may add rows to the table if appropriate, but must not remove the original rows. The Vendor must identify all non-compliant cryptographic modules in use.

Table 3-2. Cryptographic Modules

	Cryptographic Module Type	FIPS 140-2 Validated?		NSA Approved?		Describe Any Alternative Implementations (if applicable)	Describe Missing Elements or N/A Justification
		Yes	No	Yes	No		
1	Data at Rest [SC-28]	X			X		
2	Transmission [SC-8 (1), SC-12, SC-12(2, 3)]	X			X		
3	Remote Access [AC-17 (2)]	X			X		
4	Authentication [IA-5 (1), IA-7]	X			X		

Transport Layer Security [NIST SP 800-52, Revision 1]

The Vendor must identify all protocols in use. The Vendor may add rows to the table if appropriate, but must not remove the original rows.

Table 3-3. Transport Layer Security

#	The Cryptographic Module Type	Protocol In Use?		If "yes," please describe use for both internal and external communications
		Yes	No	
1	SSL (Non-Compliant)		X	
2	TLS 1.0 (Non-Compliant)		X	
3	TLS 1.1 (Non-Compliant)		X	
4	TLS 1.2 (Compliant)	X		Required for client browser-to-web application server communications (external) and REST API communications (internal)

Identification and Authentication, Authorization, and Access Control

Only answer “yes” if the answer is consistently “yes.” For partially implemented areas, answer “no” and describe what is missing to achieve a “yes” answer. If inherited, please indicate partial or full inheritance in the “Describe Capability” column. Any non-inherited capabilities must be described.

Table 3-4. Identification and Authentication, Authorization, and Access Control

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the system uniquely identify and authorize organizational users (or processes acting on behalf of organizational users) in a manner that cannot be repudiated and which sufficiently reduces the risk of impersonation? [IA-2, IA-4, IA-4(4)]	X		Per requirement 4(j), Administrators who are granted the Impersonate Others permission are able to impersonate other users for Workflow Testing purposes.
2	Does the system require multi-factor authentication (MFA) for administrative accounts and functions? [IA-2]	X		MFA is a configurable option
3	Is role-based access used, managed and monitored? [IA-4/ IA-5]	X		
4	Does the system restrict non-authorized personnel’s access to resources? [AC-6(2)]	X		Users must log into the system to access any part of it. User accounts must be created by administrative users and users can be assigned the minimal amount of access needed via roles and permissions.
5	Does the system restrict non-privileged users from performing privileged function? [AC-6]	X		
6	Does the system ensure secure separation of customer data? [SC-4]	X		Customers get a completely isolated instance of the system with no communication pathway to other customers’ systems.
7	Does the system ensure secure separation of customer processing environments? [SC-2, SC-3]	X		See above
8	Does the system restrict access of administrative personnel in a way that limits the capability of individuals to compromise the security of the information system? [AC-2]	X		
9	Does the remote access capability include VENDOR-defined and implemented usage restrictions, configuration guidance, and authorization procedure? [AC-17]	X		

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
10	How will the State's password policy be enforced? State requires minimum 8-character complex passwords (Upper, Lower, Special Character and Numerical) [IA-5]	X		Password policy is fully configurable

Audit, Alerting, Malware, and Incident Response

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-5. Audit, Alerting, Malware, and Incident Response

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the system have the capability to detect, contain, and eradicate malicious software? [SI-3, SI-3, MA-3]	X		Our system is compatible with most industry standard third party anti-malware protection software. This capability is typically handled outside our system by the client's IT infrastructure requirements.
2	Does the system store audit data in a tamper-resistant manner which meets chain of custody and any e-discovery requirements? [AU-7, AU-9]	X		This functionality is in process and enhancements are continually in progress.
3	Does the VENDOR have the capability to detect unauthorized or malicious use of the system, including insider threat and external intrusions? [SI-4, SI-4 (4), SI-7, SI-7 (7)]	X		
4	Does the VENDOR log and monitor access to the system? [SI-4]	X		This functionality is in process and enhancements are continually in progress.
5	Does the VENDOR have an Incident Response Plan and a fully developed Incident Response test plan? [IR-3, IR-8]	X		TEAMia ia is continually evaluating and enhancing its response plans.
6	Does the VENDOR have a plan and capability to perform security code analysis and assess code for security flaws, as well as identify, track and remediate security flaws? [SA-11]	X		
7	Does the VENDOR implement automated mechanisms for incident handling and reporting? [IR-4, IR-6]	X		

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
8	Does the VENDOR retain online audit records for at least 90 days to provide support for after-the-fact investigations of security incidents and offline for at least one year to meet regulatory and organizational information retention requirements? [AU-7, AU-11]	X		Vendor is proposing implementing its solution on the Cloud provider selected and managed by the Client. Therefore, audit records and anti-malware policies are up to the client and/or the Cloud provider.
9	Does the VENDOR have the capability to notify customers and regulators of confirmed incidents in a timeframe consistent with all legal, regulatory, or contractual obligations? [State Incident Communications Procedures – with 24 hrs]	X		
10	If the VENDOR's solution provides email "send as" capabilities, does it support DMARC and DKIM for email protection?	X		
11	Does the vendor have a 3rd party attestation certification? ESRMO requires one of the following: FedRAMP, SOC 2 Type 2, ISO 27001, or HITRUST. Note: SaaS vendors cannot use IaaS certification unless the application is explicitly covered as part of the IaaS assessments.	X		Certification is in process and ongoing.

Contingency Planning and Disaster Recovery

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-6. Contingency Planning and Disaster Recovery

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR have the capability to recover the system to a known and functional state following an outage, breach, DoS attack, or disaster? [CP-2, CP-9, CP-10]	X		
2	Does the VENDOR have a Contingency Plan and a fully developed Contingency Plan test plan in accordance with Statewide Information Security Manual? [CP-2, CP-8]	X		TEAMia does have a contingency plan and test plan and is currently in process of enacting NC standards.
3	Does the system have alternate storage and processing facilities? [CP-6, CP-7]	X		

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
4	Does the system have or use alternate telecommunications providers? [CP-8, CP-8]	X		Depends on the service selected by the Client.
5	Does the system have backup power generation or other redundancy? [PE-11]	X		
6	Does the VENDOR have service level agreements (SLAs) in place with all telecommunications providers? [CP-8]	X		Depends on the service selected by the Client.

Configuration and Risk Management

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-7. Configuration and Risk Management

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR maintain a current, complete, and accurate baseline configuration of the information system? [CM-2]	X		
2	Does the VENDOR maintain a current, complete, and accurate inventory of the information system software, hardware, and network components? [CM-8]	X		
3	Does the VENDOR have a Configuration Management Plan? [CM-9, CM-11]	X		
4	Does the VENDOR follow a formal change control process that includes a security impact assessment? [CM-3, CM-4]	X		TEAMia is continually evaluating and enhancing these processes
5	Does the VENDOR employ automated mechanisms to detect inventory and configuration changes? [CM-2, CM-6, CM-8]	X		
6	Does the VENDOR prevent unauthorized changes to the system? [CM-5]	X		
7	Does the VENDOR establish configuration settings for products employed that reflect the most restrictive mode consistent with operational requirements? [CM-6]	X		Configuration settings are based on the most restrictive available in the software and consistent with operational requirements as specified by each client.

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
8	Does the VENDOR ensure that checklists for configuration settings are Security Content Automation Protocol (SCAP)-validated or SCAP-compatible (if validated checklists are not available)? [CM-6]	X		Configuration settings are based on the most restrictive available in the software and consistent with operational requirements as specified by each client.

For the following questions, Vendors may use Table 3-18 “Continuous Monitoring Capabilities – Additional Details” to enter the capability descriptions, supporting evidence, and missing elements.

9	Does the VENDOR perform authenticated operating system/ infrastructure, web, and database vulnerability scans at least monthly, as applicable? [RA-5, RA-5]	X		TEAMia will work with the client and its selected cloud vendor to ensure scans occur at least monthly.
10	Does the VENDOR demonstrate the capability to remediate High vulnerabilities within 30 days and Moderate vulnerabilities within 90 days? [RA-5, <i>State Continuous Monitoring policy</i>]	X		ALL vulnerabilities reported are treated as High level and are addressed immediately by a team of engineers.
11	When a High vulnerability is identified as part of ConMon activities, does the VENDOR consistently check audit logs for evidence of exploitation? [RA-5]	X		

Data Center Security

Only answer “yes” if the answer is consistently “yes.” For partially implemented areas, answer “no” and describe what is missing to achieve a “yes” answer. If inherited, please indicate partial or full inheritance in the “Describe Capability” column. Any non-inherited capabilities must be described.

Table 3-8. Data Center Security

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR restrict physical system access to only authorized personnel? [PE-2 through PE-6, PE-8]	X		Depends on the service selected by the Client.
2	Does the VENDOR monitor and log physical access to the information system, and maintain access records? [PE-6, PE-8]	X		Depends on the service selected by the Client.
3	Does the VENDOR monitor and respond to physical intrusion alarms and surveillance equipment? [PE-6]	X		Depends on the service selected by the Client.

Policies, Procedures, and Training

The Vendor must indicate the status of policy and procedure coverage for the NIST 800-53 Rev 4 families listed in Table 3-9 below.

To answer “yes” to a policy, it must be fully developed, documented, and disseminated; and it must address purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance. A single policy document may address more than one family provided the NIST requirements of each “-1” are fully addressed.

To answer “yes” to a procedure, it must be fully developed and consistently followed by the appropriate staff. List all applicable procedure documents for each family.

VENDORS must establish their own set of Policies and Procedures (P&Ps). They cannot be inherited from a leveraged system, nor can they be provided by the customer. Any exceptions and/or missing policy and procedure elements must be explained in Table 3-10 below.

Table 3-9. Policies and Procedures

#	Family	Policy		Procedure		Title Version and Date
		Yes	No	Yes	No	
1	Access Control [AC-1]	X		X		Policy: • Procedure(s): •
2	Awareness & Training [AT-1]	X		X		Policy: • Procedure(s): •
3	Audit & Accountability [AU-1]	X		X		Policy: • Procedure(s): •
4	Security Assessment & Authorization [CA-1]	X		X		Policy: • Procedure(s): •
5	Configuration Management [CM-1]	X		X		Policy: • Procedure(s): •
6	Contingency Planning [CP-1]	X		X		Policy: • Procedure(s): •
7	Identification & Authentication [IA-1]	X		X		Policy: • Procedure(s): •

#	Family	Policy		Procedure		Title Version and Date
		Yes	No	Yes	No	
8	Incident Response [IR-1]	X		X		Policy: • Procedure(s): •
9	Maintenance [MA-1]	X		X		Policy: • Procedure(s): •
10	Media Protection [MP-1]	X		X		Policy: • Procedure(s): •
11	Physical & Environmental Protection [PE-1]	X		X		Policy: • Procedure(s): •
12	Personnel Security [PS-1]	X		X		Policy: • Procedure(s): •
13	Risk Assessment [RA-1]	X		X		Policy: • Procedure(s): •
14	System & Services Acquisition [SA-1]	X		X		Policy: • Procedure(s): •
15	System & Communications Protection [SC-1]	X		X		Policy: • Procedure(s): •
16	System & Information Integrity [SI-1]	X		X		Policy: • Procedure(s): •
17	Planning [PL-1]	X		X		Policy: • Procedure(s): •

For any family with a policy or procedure gap, please describe the gap below.

Table 3-10. Missing Policy and Procedure Elements

Missing Policy and Procedure Elements
•

The Vendor must answer the questions below.

Table 3-11. Security Awareness Training

Question	Yes	No	Describe capability, supporting evidence, and any missing elements
Does the VENDOR train personnel on security awareness and role-based security responsibilities?	X		Engineers and Analysts are trained on the security capabilities and configuration options allowed in the iaFolder Suite of products.

Additional Capability Information

State will evaluate the responses in this section on a case-by-case basis relative to a State-Ready designation decision.

Staffing Levels

In the table below, the Vendor must describe the VENDOR's organizational structure, staffing levels currently dedicated to the security of the system, as well as any planned changes to these staffing levels. This description must clearly indicate role and number of individuals as well as identify which staff is full-time dedicated, and which are performing their role as a collateral duty.

Table 3-12. Staffing Levels

Staffing Levels
TEAMia currently has a staff of 3 Analysts and 4 developers who continually evaluate and enhance the iaFolder Suite's security capabilities in addition to other functionality within the suite of products. TEAMia has not plans to decrease this staff level.

Change Management Maturity

While the following change management capabilities are not required, they indicate a more mature change management capability and may influence a State Readiness decision, especially for larger systems.

The Vendor must answer the questions below.

Table 3-13. Change Management

#	Question	Yes	No	If "no", please describe how this is accomplished.
1	Does the VENDOR's change management capability include a fully functioning Change Control Board (CCB)?	X		TEAMia is continually evaluating and enhancing these processes
2	Does the VENDOR have and use development and/or test environments to verify changes before implementing them in the production environment?	X		

Vendor Dependencies and Agreements

The Vendor must answer the questions below.

Table 3-14. Vendor Dependencies and Agreements

#	Question	Yes	No	Instructions
1	Does the system have any dependencies on other vendors such as a leveraged service offering, hypervisor and operating system patches, physical security and/or software and hardware support?	X		If "yes," please complete Table 3-15. Vendor Dependencies below.
2	Within the system, are all products still actively supported by their respective vendors?	X		If any are not supported, answer, "No."

#	Question	Yes	No	Instructions
3	Does the VENDOR have a formal agreement with a vendor, such as for maintenance of a leveraged service offering?	X		

If there are vendor dependencies, please list each in the table below, using one row per dependency. For example, if using another vendor's operating system, list the operating system, version, and vendor name in the first column, briefly indicate the VENDOR's reliance on that vendor for patches, and indicate whether the vendor still develops and issues patches for that product. If there are no vendor dependencies, please type "None" in the first row.

Table 3-15. Vendor Dependency Details

#	Product and Vendor Name	Nature of Dependency	Still Supported?	
			Yes	No
1	Microsoft Windows	Server & Client Operating Systems	X	
2	Microsoft SQL Server	DB Provider	X	

If there are formal vendor agreements in place, please list each in the table below, using one row per agreement. If there are no formal agreements, please type "None" in the first row.

Table 3-16. Formal Agreements Details

#	Organization Name	Nature of Agreement
1	Microsoft	Software License Agreements
2		

Continuous Monitoring Capabilities

In the tables below, please describe the current state of the VENDOR's Continuous Monitoring capabilities, as well as the length of time the VENDOR has been performing Continuous Monitoring for this system.

Table 3-17. Continuous Monitoring Capabilities

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR have a lifecycle management plan that ensures products are updated before they reach the end of their vendor support period?	X		
2	Does the VENDOR have the ability to scan all hosts in the inventory?	X		
3	Does the VENDOR have the ability to provide scan files in a structure data format, such as CSV, XML files?	X		
4	Is the VENDOR properly maintaining their Plan of Actions and Milestones (POA&M), including timely, accurate, and complete information entries for new scan findings, vendor check-ins, and closure of POA&M items?	X		

In the table below, provide any additional details the Vendor believes to be relevant to State’s understanding of the VENDOR’s Continuous Monitoring Capabilities. If the Vendor has no additional details, please state, “None.”

Table 3-18. Continuous Monitoring Capabilities – Additional Details

Continuous Monitoring Capabilities – Additional Details
Can the vendor provide a current 3rd party attestation certification annually when required? Yes

Status of System Security Plan (SSP)

In the table below, explicitly state whether the SSP is fully developed, partially developed, or non-existent. Identify any sections that the VENDOR has not yet developed.

Table 3-19. Maturity of the System Security Plan

Maturity of the System Security Plan
Partially Developed

In the table below, state the number of controls identified as “Not applicable” in the SSP. List the Control Identifier for each, and indicate whether a justification for each has been provided in the SSP control statement.

Table 3-20. Controls Designated “Not Applicable”

<x> Controls are Designated “Not Applicable”

In the table below, state the number of controls with an alternative implementation. List the Control Identifier for each.

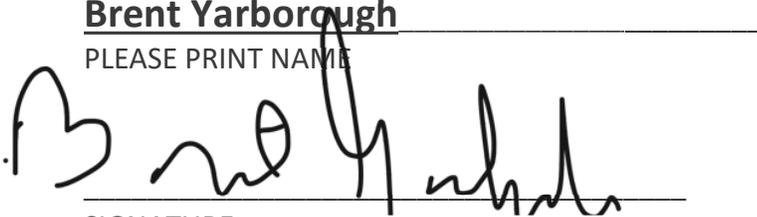
Table 3-21. Controls with an Alternative Implementation

<x> Controls have an Alternative Implementation

Organization’s Security Representative or designee

Brent Yarborough

PLEASE PRINT NAME

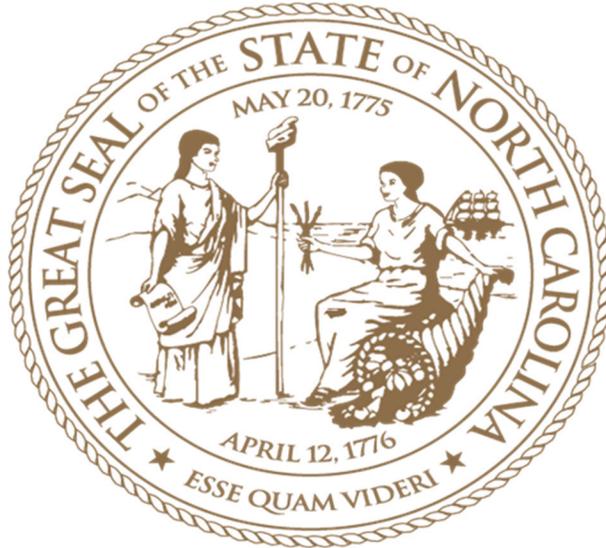


SIGNATURE

10/8/2020

Date

ENTERPRISE SECURITY & RISK MANAGEMENT OFFICE (ESRMO)



Vendor Readiness Assessment Report (VRAR) for Solutions Hosted on State Infrastructure

Executive Summary

The State requires all systems that are connected to the State network or that process State data meet an acceptable level of security compliance. The State of NC has adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 as the foundation for identifying and implementing information technology security controls. These controls are described in the Statewide Information Security Manual (SISM).

The following is a high-level view of specific security requirements for a solution that is hosted on the State network to meet compliance. The control references (e.g. AC-2) refer to the specific NIST 800-53 control as listed in the SISM, which may be found at the following link: <https://it.nc.gov/statewide-information-security-policies>.

Note: There may be additional requirements depending on the sensitivity of the data, other Federal and State mandates, or agency specific requirements.

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Introduction

Purpose

This report and its underlying assessment are intended to enable State agencies to reach a state-ready decision for a specific solution that will be hosted on the State network based on organizational processes and the security capabilities of the Moderate/low-impact information system.

Outcomes

Submission of this report by the Vendor does not guarantee a state-ready designation, nor does it guarantee that the State will procure services from the vendor.

State Approach and Use of This Document

The VRAR identifies clear and objective security capability requirements, where possible, while also allowing for the presentation of more subjective information. The clear and objective requirements enable the Vendor to concisely identify whether an application or vendor is achieving the most important State Moderate or low baseline requirements. The combination of objective requirements and subjective information enables the State to render a readiness decision based on a more complete understanding of the vendor's security capabilities.

Section 3, Capability Readiness, is organized into three sections:

- **Section 3.1, State Mandates**, identifies a small set of the state mandates a vendor must satisfy. The State **will not** waive any of these requirements.
- **Section 3.2, State Requirements**, identifies an excerpt of the most compelling requirements from the National Institute of Science and Technology (NIST) Special Publication (SP) 800 document series and State guidance. A VENDOR is unlikely to achieve approval if any of these requirements are not met.
- **Section 3.3, Additional Capability Information**, identifies additional information that is not tied to specific requirements, yet has typically reflected strongly on a VENDOR's ability to achieve approval.

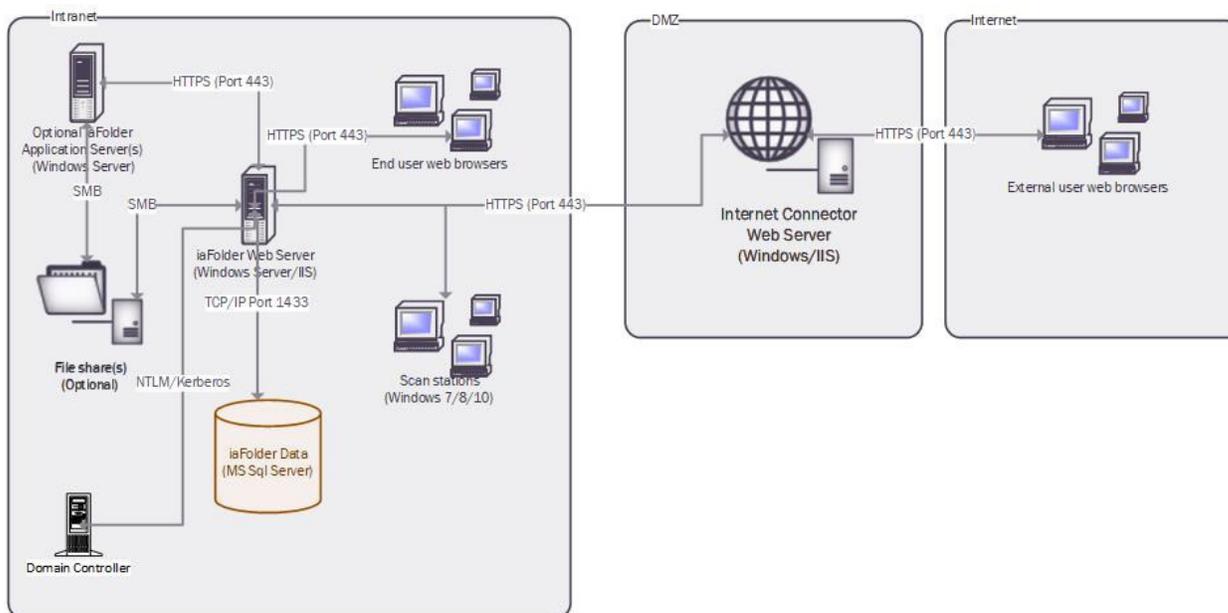
VENDOR System Information

Provide and validate the information below. The VRAR template is intended for systems categorized at the Moderate security impact level, in accordance with the FIPS Publication 199 Security Categorization.

Table 2-1. System Information

VENDOR Name: TEAMia, Inc.
Solution/System Name: iaFolder Suite
FIPS PUB 199 System Security Level: (Moderate)
Number of Customers (State/Others): 35+
System Functionality: Enterprise content management, workflow, and printing system

Data Flow Diagrams



Separation Measures [AC-4, SC-2, SC-7]

The *iaFolder* application is physically separated into two primary server-based applications; one targeted at an intranet-based audience, and one targeted to an Internet audience. The intranet-based application is installed inside an organization's firewall to prevent unauthorized external access. The Internet-based application (aka Internet Connector) is installed in an organization's DMZ, where it is only accessible via HTTPS through port 443 (or other suitable port). The Internet Connector application has no direct communication with the organization's intranet, except through key-secured API calls to the *iaFolder* intranet application through HTTPS.

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Within the application, data can be partitioned and secured in containers such as cabinets, drawers, and folders. Permissions can be applied to these container types to allow no access, read-only access, or read/write access to users and/or groups of users as desired.

Application data is stored in Microsoft SQL Server and Windows or other SMB file shares. The application accesses SQL Server via a dedicated login account. End users do not require and should not have any access to the SQL Server. File shares can also be secured so that only the application has access to them; again, end users are not required to and should not be granted access to the file shares used to store application data.

Capability Readiness

State Mandates

This section identifies State requirements applicable to all State approved systems. All requirements in this section **must be met**. Some of these topics are also covered in greater detail in Section 0, *State Requirements*, below.

Only answer “Yes” if the requirement is fully and strictly met. The Vendor must answer “No” if an alternative implementation is in place.

Table 3-1. State Mandates

#	Compliance Topic	Fully Compliant?	
		Yes	No
1	Are FIPS 140-2 Validated or National Security Agency (NSA)-Approved cryptographic modules consistently used where cryptography is required?	X	
2	Does the VENDOR have the ability to consistently remediate High vulnerabilities within 30 days and Moderate vulnerabilities within 90 days?	X	
3	All operating systems (OS) <u>AND</u> major application software components (e.g. Microsoft SQL, Apache Tomcat, Oracle Weblogic, etc.), must NOT be past N-1. Applications which are not operating on the most recent platform MUST have a roadmap to upgrade with a State approved timeline. Does the application support the N-1 requirement?	X	

State Requirements

This section identifies additional State Readiness requirements. All requirements in this section **must be met**; however, alternative implementations and non-applicability justifications may be considered on a limited basis.

Approved Cryptographic Modules [SC-13]

*The Vendor must ensure FIPS 140-2 **Validated** or NSA-Approved algorithms are used for all encryption modules. FIPS 140-2 **Compliant** is **not** sufficient. The Vendor may add rows to the table if appropriate, but must not remove the original rows. The Vendor must identify all non-compliant cryptographic modules in use.*

Table 3-2. Cryptographic Modules

	Cryptographic Module Type	FIPS 140-2 Validated?		NSA Approved?		Describe Any Alternative Implementations (if applicable)	Describe Missing Elements or N/A Justification
		Yes	No	Yes	No		
		1	Data at Rest [SC-28]	X			
2	Transmission [SC-8 (1), SC-12, SC-12(2, 3)]	X			X		
3	Remote Access [AC-17 (2)]	X			X		
4	Authentication [IA-5 (1), IA-7]	X			X		

Transport Layer Security [NIST SP 800-52, Revision 1]

The Vendor must identify all protocols that are used by the solution. The Vendor may add rows to the table if appropriate, but must not remove the original rows.

Table 3-3. Transport Layer Security

#	The Cryptographic Module Type	Protocol in Use?		If “yes,” please describe use for both internal and external communications
		Yes	No	
1	SSL (Non-Compliant)		X	
2	TLS 1.0 (Non-Compliant)		X	
3	TLS 1.1 (Non-Compliant)		X	
4	TLS 1.2 (Compliant)	X		Required for client browser-to-web application server communications (external) and REST API communications (internal)

Identification and Authentication, Authorization, and Access Control

Only answer “yes” if the answer is consistently “yes.” For partially implemented areas, answer “no” and describe what is missing to achieve a “yes” answer. If inherited, please indicate partial or full inheritance in the “Describe Capability” column. Any non-inherited capabilities must be described.

Table 3-4. Identification and Authentication, Authorization, and Access Control

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the system uniquely identify and authorize organizational users (or processes acting on behalf of organizational users) in a manner that cannot be repudiated, and which sufficiently reduces the risk of impersonation? [IA-2, IA-4, IA-4(4)]	X		Per requirement 4(j), Administrators who are granted the Impersonate Others permission are able to impersonate other users for Workflow Testing purposes.
2	Does the system allow for multi-factor authentication (MFA) for administrative accounts and functions? [IA-2]	X		MFA is a configurable option
3	Are role-based access used, managed and monitored? [IA-4/ IA-5]	X		
4	Does the system restrict non-authorized personnel’s access to resources? [AC-6(2)]	X		Users must log into the system to access any part of it. User accounts must be created by administrative users and users can be assigned the minimal amount of access needed via roles and permissions.
5	Does the system restrict non-privileged users from performing privileged function? [AC-6]	X		

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
6	Does the system restrict access of administrative personnel in a way that limits the capability of individuals to compromise the security of the information system? [AC-2]			<i>The capability description is not required here, but must be included in Section 2.2, Separation Measures.</i>
7	Does the solution enforce the State's password policy? State requires minimum 8-character complex passwords (Upper, Lower, Special Character and Numerical), including minimum password life? [IA-5]	X		Password policy is fully configurable
8	Does the solution require a non-user service account to function? [IA-5]	X		
9	Does the solution obscure feedback of authentication information? [IA-6]	X		Unsuccessful login attempts do not reveal the cause of the failure, only that the attempt failed
10	Does the solution limit unsuccessful login attempts? [AC-7]	X		This feature is in process.
11	Does the solution support a fail-safe function to deny access if the system is not functioning properly? [AC-17]	X		This feature is in process.
12	Does the solution store and forward passwords in encrypted form? [SC-8]	X		Passwords are one-way hashed. Password entered at end-user locations are transmitted across the network over HTTPS with TLS 1.3 required

Audit, Alerting, Malware, and Incident Response

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-5. Audit, Alerting, Malware, and Incident Response

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the system store audit data in a tamper-resistant manner which meets chain of custody and any e-discovery requirements? [AU-7, AU-9]	X		This functionality is in process and enhancements are continually in progress.
2	Does the solution log and monitor access to it? [SI-4]	X		This functionality is in process and enhancements are continually in progress.

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
3	Does the VENDOR have a plan and capability to perform security code analysis and assess code for security flaws, as well as identify, track and remediate security flaws? [SA-11]	X		
4	Does the VENDOR have the capability to retain online audit records for at least 90 days to provide support for after-the-fact investigations of security incidents and offline for at least one year to meet regulatory and organizational information retention requirements? [AU-7, AU-11]	X		Vendor is proposing implementing its solution on the Cloud provider selected and managed by the Client. Therefore, audit records and anti-malware policies are up to the client and/or the Cloud provider.

Configuration and Risk Management

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-6. Configuration and Risk Management

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR follow a formal change control process that includes a security impact assessment? [CM-3, CM-4]	X		
2	Does the solution support the ability to prevent unauthorized changes to the system? [CM-5]	X		<i>Client must provide remote access to system and only TEAMia qualified engineers are authorized to make system changes.</i>
3	Does the VENDOR support configuration settings for products employed that reflect the most restrictive mode consistent with operational requirements? [CM-6]	X		Configuration settings are based on the most restrictive available in the software and consistent with operational requirements as specified by each client.
4	Does the VENDOR demonstrate the capability to remediate High vulnerabilities within 30 days and Moderate vulnerabilities within 90 days? [RA-5, <i>State Continuous Monitoring policy</i>]	X		ALL vulnerabilities reported are treated as High level and are addressed immediately by a team of engineers.
5	When a High vulnerability is identified as part of ConMon activities, does the VENDOR consistently check audit logs for evidence of exploitation? [RA-5]	X		For client hosted solutions, our system is compatible with system scans performed by the client.

Additional Capability Information

State will evaluate the responses in this section on a case-by-case basis relative to a State-Ready designation decision.

Change Management Maturity

While the following change management capabilities are not required, they indicate a more mature change management capability and may influence a State Readiness decision, especially for larger systems.

The Vendor must answer the questions below.

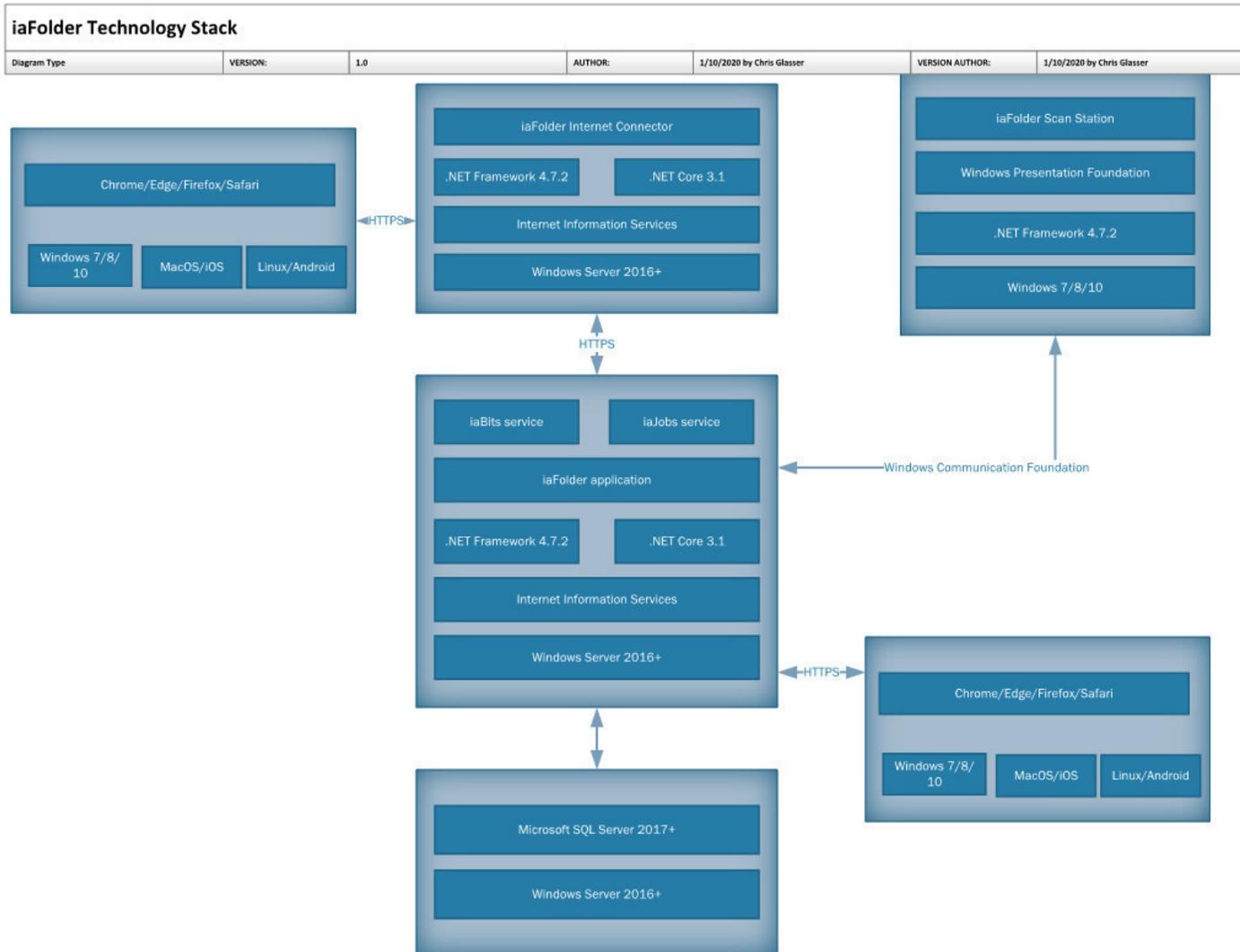
Table 3-7. Change Management

#	Question	Yes	No	If "no", please describe how this is accomplished.
1	Does the VENDOR's change management capability include a fully functioning Change Control Board (CCB)?	X		
2	Does the VENDOR have and use development and/or test environments to verify changes before implementing them in the production environment?	X		

System and Services Acquisition

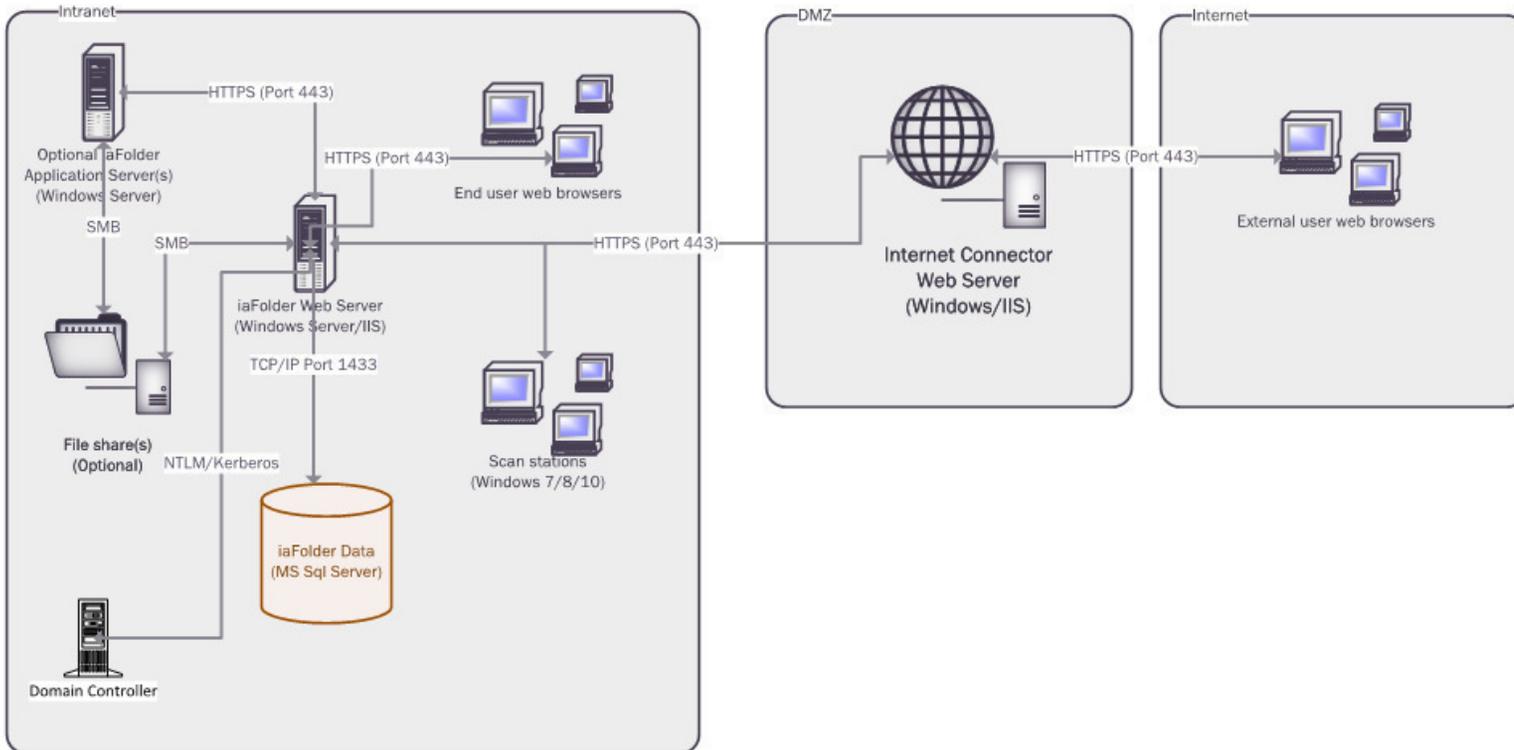
Vendors are also responsible for meeting the applicable System and Services Acquisition controls as defined in SA-4, SA-10 & SA-11.

iaFolder Technology Stack



iaFolder Network Architecture

iaFolder Network/Data Flow						
Network/Data Flow	VERSION:	1.0	AUTHOR:	1/10/2020 by Chris Glasser	VERSION AUTHOR:	1/10/2020 by Chris Glasser



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ATTACHMENT E: COST FORM

The table below reflects pricing for either an on-premises solution, SaaS solution, or both. Vendor may adjust the table as appropriate to provide a complete solution and may attach additional pages if appropriate.

Perpetual Software Licenses and Maintenance Pricing

	Contract Price	Annual Maintenance Contract Price		
		Support Basic	Support Advantage	Support Advantage Plus
iaFolder Imaging Retrieval Concurrent SW License Qty 1-100 ¹	\$1,095	\$190	\$237	\$284
iaFolder Imaging Retrieval Concurrent SW License Qty 101-200 ¹	\$913	\$158	\$198	\$237
iaFolder Imaging Retrieval Concurrent SW License Qty 201+ ¹	\$730	\$126	\$158	\$190
iaFolder Imaging Retrieval Named User SW License Qty 1-100 ¹	\$511	\$88	\$111	\$133
iaFolder Imaging Retrieval Named User SW License Qty 101-200 ¹	\$438	\$76	\$95	\$114
iaFolder Imaging Retrieval Named User SW License Qty 200+ ¹	\$329	\$57	\$71	\$85
iaFolderScan Standalone Workstation License (Document Based Scanning)	\$500	\$87	\$108	\$130
iaFolderPrinter Standalone Workstation License (does not include document retrieval functionality)	\$201	\$35	\$43	\$52
iaFlow Client Named User SW License (Requires iaFolder Named User license)	\$548	\$95	\$119	\$142
iaFlow Concurrent User SW License (Requires iaFolder Concurrent User license)	\$748	\$130	\$162	\$194
iaFlow Desktop Integration Workstation License (requires iaFlow license (Named User or Concurrent User))	\$201	\$35	\$43	\$52
eForms Server (required iaFlow clients for added form routing)	\$3,504	\$607	\$758	\$910
iaCapture Scan/Index Community College single campus site-wide SW License	\$5,001	\$4,500	\$4,500	\$7,500
iaCapture Index Named User SW License	\$2,500	\$433	\$541	\$649
iaCapture Index Concurrent User SW License	\$2,738	\$474	\$593	\$711
iaCapture Reports Named User SW License	\$858	\$149	\$186	\$223
iaCapture Reports Concurrent User SW License	\$949	\$164	\$205	\$246
iaCapture Directory Monitor Server License	\$2,993	\$518	\$648	\$777
Outlook Drag & Drop Plugin - Community College single campus site-wide SW License	\$1,000	\$0	\$0	\$0
iaFolder Full Text Server License	\$10,038	\$1,738	\$2,173	\$2,607
DataConnector/Unidata Server License	\$5,000	\$1,900	\$1,900	\$3,500
iaPrint Process Server License	\$12,200	\$2,400	\$2,400	\$4,500
ImageProcessing Core Server License (At least one per system required. One activation per server)	\$5,001	\$866	\$1,082	\$1,299
InternetConnector Server License	\$10,000	\$4,500	\$5,000	\$5,600
Barcode Processing Server License (for server based barcode processing. One activation per server)	\$2,500	\$433	\$541	\$649
iaFolder Document Conversion Server License (converts certain file types to TIFF)	\$2,811	\$790	\$988	\$1,185
Enhanced Security Server License	\$4,709	\$815	\$1,019	\$1,223
LifeCycle Manager Server License (for managing document retention policies)	\$5,001	\$866	\$1,082	\$1,299

Perpetual Software Licenses and Maintenance Pricing

	Annual Maintenance Contract Price			
	Contract Price	Support Basic	Support Advantage	Support Advantage Plus
iaRAW (Read After Write verification) Server License	\$5,001	\$866	\$1,082	\$1,299
iaCentralInterface Server License	\$6,004	\$1,040	\$1,300	\$1,559
iaAudit Named User License	\$2,993	\$518	\$648	\$777
iaUpdates Client License	\$201	\$35	\$43	\$52
File2Tiff Server License	\$10,038	\$1,738	\$2,173	\$2,607
iaBITS (Batch Information Transaction Server)	\$2,993	\$518	\$648	\$777
Tier 1 Client third-party integration or Workflow process annual maintenance	\$-	\$4,000	\$5,000	\$7,500
Tier 2 Client third-party integration or Workflow process annual maintenance	\$-	\$8,000	\$15,000	\$35,000
Tier 3 Client third-party integration or Workflow process annual maintenance	\$-	\$15,500	\$25,000	\$65,000
Tier 4 Client third-party integration or Workflow process annual maintenance	\$-	\$39,500	\$55,000	\$95,000
Tier 5 Client third-party integration or Workflow process annual maintenance	\$-	\$59,250	\$85,000	\$125,000
iaFolder SDK per developer License (Developer training and certification required)	\$14,965	\$2,963	\$5,135	\$7,505
iaFlow SDK per developer License (Developer training and certification required)	\$14,965	\$2,963	\$5,135	\$7,505
iaCapture SDK per developer License (Developer training and certification required)	\$14,965	\$2,963	\$5,135	\$7,505
iaStorage SDK per developer License (Developer training and certification required)	\$14,965	\$2,963	\$5,135	\$7,505

Note 1: Quantity discounts are on a per system basis and are not cumulative throughout an agency or the State.

Software as a Service (SaaS) Pricing

Client provided cloud servers

	12 Month Term per year	24 Month Term per year	36 Month Term per year
iaFolder Imaging Retrieval Concurrent SW License Qty 1-100 ¹	\$1,380	\$999	\$845
iaFolder Imaging Retrieval Concurrent SW License Qty 101-200 ¹	\$1,150	\$832	\$704
iaFolder Imaging Retrieval Concurrent SW License Qty 201+ ¹	\$920	\$666	\$563
iaFolder Imaging Retrieval Named User SW License Qty 1-100 ¹	\$644	\$466	\$394
iaFolder Imaging Retrieval Named User SW License Qty 101-200 ¹	\$552	\$400	\$338
iaFolder Imaging Retrieval Named User SW License Qty 200+ ¹	\$414	\$300	\$254
iaFolderScan Standalone Workstation License (Document Based Scanning)	\$630	\$456	\$386
iaFolderPrinter Standalone Workstation License (does not include document retrieval functionality)	\$253	\$184	\$155
iaFlow Client Named User SW License (Requires iaFolder Named User license)	\$690	\$500	\$423
iaFlow Concurrent User SW License (Requires iaFolder Concurrent User license)	\$943	\$683	\$577
iaFlow Desk top Integration Workstation License (requires iaFlow license (Named User or Concurrent User))	\$253	\$184	\$155
eForms Server (required iaFlow clients for added form routing)	\$4,415	\$3,195	\$2,702
iaCapture Scan/Index Community College single campus site-wide SW License	\$12,501	\$12,001	\$11,917
iaCapture Index Named User SW License	\$3,150	\$2,280	\$1,928
iaCapture Index Concurrent User SW License	\$3,449	\$2,496	\$2,111
iaCapture Reports Named User SW License	\$1,081	\$782	\$662
iaCapture Reports Concurrent User SW License	\$1,196	\$866	\$732
iaCapture Directory Monitor Server License	\$3,771	\$2,729	\$2,308
Outlook Drag & Drop Plugin - Community College single campus site-wide SW License	\$1,000	\$600	\$434
iaFolder Full Text Server License	\$12,645	\$9,151	\$7,739
DataConnector/Unidata Server License	\$8,500	\$7,200	\$6,717
iaPrint Process Server License	\$16,700	\$12,720	\$11,137
ImageProcessing Core Server License (At least one per system required. One activation per server)	\$6,300	\$4,559	\$3,856
InternetConnector Server License	\$15,600	\$12,720	\$11,614

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Software as a Service (SaaS) Pricing

Client provided cloud servers

	12 Month Term per year	24 Month Term per year	36 Month Term per year
Barcode Processing Server License (for server based barcode processing. One activation per server)	\$3,150	\$2,280	\$1,928
iaFolder Document Conversion Server License (converts certain file types to TIFF)	\$3,996	\$3,109	\$2,759
Enhanced Security Server License	\$5,932	\$4,293	\$3,631
LifeCycle Manager Server License (for managing document retention policies)	\$6,300	\$4,559	\$3,856
iaRAW (Read After Write verification) Server License	\$6,300	\$4,559	\$3,856
iaCentralInterface Server License	\$7,564	\$5,474	\$4,630
iaAudit Named User License	\$3,771	\$2,729	\$2,308
iaUpdates Client License	\$253	\$184	\$155
File2Tiff Server License	\$12,645	\$9,151	\$7,739
iaBITS (Batch Information Transaction Server)	\$3,771	\$2,729	\$2,308
Tier 1 Client third-party integration or Workflow process annual support	\$5,000	\$5,000	\$5,000
Tier 2 Client third-party integration or Workflow process annual support	\$15,000	\$15,000	\$15,000
Tier 3 Client third-party integration or Workflow process annual support	\$25,000	\$25,000	\$25,000
Tier 4 Client third-party integration or Workflow process annual support	\$55,000	\$55,000	\$55,000
Tier 5 Client third-party integration or Workflow process annual support	\$85,000	\$85,000	\$85,000
iaFolder SDK per developer License (Developer training and certification required)	\$22,470	\$17,985	\$16,242
iaFlow SDK per developer License (Developer training and certification required)	\$22,470	\$17,985	\$16,242
iaCapture SDK per developer License (Developer training and certification required)	\$22,470	\$17,985	\$16,242
iaStorage SDK per developer License (Developer training and certification required)	\$22,470	\$17,985	\$16,242

Note 1: Quantity discounts are on a per system basis and are not cumulative throughout an agency or the State.

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Team IA Services (Per Hour)	
Contract Price	
Technician	168
Trainer	156
Senior Technician	176
Analyst	164
SharePoint Integration	224
Project Manager I - Small & Medium	176
Project Manager II - Large	196

Back-file Scanning Services	
Contract Price	
Document Scanning – Up to 8.5" X 14". Includes up to 2 document indexes	\$.19/image
Document Scanning – Greater than 8.5" X 14". Includes up to 2 document indexes	\$2.25/image
Additional Document related services (includes, but not limited to, file preparation, document indexing (beyond 2 document indexes), document quality review, and document reassembly)	\$25/hour
Document delivery and return	\$40/hour plus then current GSA/IRS POV mileage rate

Additional Services	
Contract Price	
On Call Service – outside PPM, per weekend, provides on-call technician availability. In addition, below hourly rates will apply if technician services are used	\$760
7x24 Telephone Support, outside PPM	\$196/hour billed in hourly increments
7x24 On-Site Support, outside PPM	\$250/hour billed in hourly increments, 3 hour minimum
Holiday Surcharge (in addition to standard hourly rates as specified in business proposal)	\$100/hour (on-site support, 3 hour minimum)\$76/hour (telephone support)

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Schedule of Offered Solution goes here

Scheduled Pricing provided in Pricing section above. Offered solution will vary depending on each Community College's specific needs.

ATTACHMENT F: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

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

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

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

2) CONFLICT OF INTEREST

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

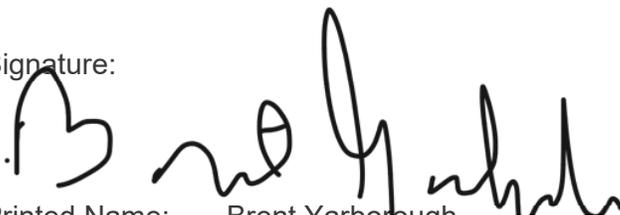
3) E-VERIFY

Pursuant to N.C.G.S. §143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

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

Signature:



Printed Name: Brent Yarborough

Date: 10/8/2020

Title: President

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ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? YES NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors YES NO of the Vendor, or other persons performing services under the Contract outside of the United States

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:
212 Palmetto Park Blvd.
Lexington, SC 29072

ATTACHMENT H: REFERENCES

REFERENCES:

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

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

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

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

Robeson Community College
5160 Fayetteville Rd. Lumberton, NC 28360
Dustin Long- (910) 272-3700
dulong@robeson.edu

Began implementation summer of 2019 through August 2020

TEAMia worked with Robeson Community College to implement a solution to automate the Student Drop Class process and their Contracts process in addition to creating a document management system for the College. Using TEAMia's UniData Connector, the solution can pull student, instructor, employee, and class data from DataTel/Colleague to use in the eForms and Workflow solution.

List of offered solution products installed and operational:

iaFolder Suite including, retrieval, scan, index, workflow and UniData Connector

Number of Vendor or technical staff supporting, maintaining and managing the offered solution:

1-2 business analysts, 4 developers and 2-3 support staff

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Edgecombe Community College
225 Tarboro St. Rocky Mount, NC 27801
Neil Baker- (252) 823-5166
bakern@edgecombe.edu

Fall 2019 through September 2020

TEAMia worked with Edgecombe Community College for the conversion from their existing document management system. This includes converting the print templates and print process.

List of offered solution products installed and operational:

iaFolder Suite including, retrieval, scan, index, workflow and iaPrint Process

Number of Vendor or technical staff supporting, maintaining and managing the offered solution:

1-2 business analysts, 4 developers and 2-3 support staff

SC Tech College System
111 Executive Center Dr., #106
Columbia, SC 29210
Khush Tata – (803) 896-5406
Tata@sctechsystem.edu

Initial Analysis began in October 2017 and go-live was in June 2018. Subsequent expansions into other departments have occurred since then.

The South Carolina Technical College System worked with TEAMia to implement our document management product, as well as Outsource scanning, and eForms with Workflow. This project includes the following departments: Human Resources, Grants Management, Finance, Procurement, Executive, and Academic Affairs.

List of offered solution products installed and operational:

iaFolder Suite including, retrieval, scan, index, workflow

Number of Vendor or technical staff supporting, maintaining and managing the offered solution:

1-2 business analysts, 4 developers and 2-3 support staff

RFP NO. 50-NCCCS-073020

No Errata Submitted

PERPETUAL SOFTWARE LICENSE AGREEMENT

Parties. This Agreement is made and entered into by and between TEAMia, Inc. ("IA") and the customer subscribed on the signature page hereof (the "Customer"). IA is a value-added reseller in the business of implementing imaging and information systems for its customers.

1. **Effective Date.** This Agreement shall be effective as of the date set forth on the signature page hereof.
2. **Application.** This Agreement shall apply to all hardware and/or software products (the "Products") and related services (the "Services") listed on Schedule A attached hereto ("Schedule A").
3. **Software License.** All software Products listed on Schedule A are provided to Customer pursuant to a non-exclusive and non-transferable perpetual license for Customer's use in its own business operations on the number of work stations (whether stand alone or network) listed on Schedule A. No title to or ownership of any such software Products is hereby transferred to Customer. Customer shall not copy or reproduce any such software in whole or in part, except to make back-up copies for Customer's own use. Customer shall not make such software or any portion thereof available to any person or entity, other than Customer's employees or agents in connection with Customer's use of such software. Customer shall employ reasonable measures in accordance with industry standards in order to protect the proprietary interest of the lawful owners of such software.
4. **Limitation of Damages and Remedies.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL IA'S AGGREGATE LIABILITY IN RESPECT OF THIS AGREEMENT (REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON THE LAW OF CONTRACT OR TORT, INCLUDING NEGLIGENCE) EXCEED THE TOTAL AMOUNT OF THE PAYMENTS RECEIVED BY IA FROM CUSTOMER PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL IA BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE FURNISHING, USE OR PERFORMANCE OF ANY PRODUCT COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM OF LIABILITY IS BASED UPON CONTRACT OR TORT, INCLUDING NEGLIGENCE, AND REGARDLESS OF WHETHER IA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Notices.** Any notice, demand or other communication required by this Agreement or otherwise given in connection herewith shall be deemed to have been properly given when it is in writing and either (i) actually received by the party to which it is directed, or (ii) sent to such party at its address listed on the signature page hereof by registered or certified (return receipt requested) U.S. mail, postage prepaid.
6. **Assignments.** This Agreement is not assignable. None of the licenses granted hereunder may be sublicensed, assigned or transferred by Customer without the prior written consent of IA, which consent may be withheld by IA for any or no reason whatsoever in its sole discretion. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement is void.
7. **Modifications.** This Agreement may not be modified or amended in whole or in part except pursuant to a writing signed by both parties.
8. **Severability.** The illegality, invalidity or unenforceability of any terms or conditions herein shall not render illegal, invalid or unenforceable any other terms or conditions herein.

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9. **Entire Contract.** Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that this Agreement, together with any other applicable agreements, certifications, amendments and supplements and any exhibits or attachments thereto, referencing this Agreement or expressly made a part hereof that are duly signed by the parties will be the complete and exclusive statement of this Agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

EXECUTED as of this ____ day of _____, 20__.

Notice Address:

Client Company:

By: _____(SEAL)

Title: _____

Notice Address:

TEAMIA, INC.

212 Palmetto Park Blvd.

By: _____(SEAL)

Lexington, SC 29072

Brent Yarborough

(803) 356-7676

Title: President

SOFTWARE AS A SERVICE (SaaS) SOFTWARE LICENSE AGREEMENT

Parties. This Agreement is made and entered into by and between TEAMia, Inc. ("IA") and the customer subscribed on the signature page hereof (the "Customer"). IA is a value-added reseller in the business of implementing imaging and information systems for its customers.

1. **Effective Date.** This Agreement shall be effective as of the date set forth on the signature page hereof.
2. **Term.** Except as otherwise set forth in Schedule A, a Product shall be covered hereunder for an original License Term of one (1) year. The License Term shall be renewed for successive terms of duration equal to twelve (12) months unless one party gives the other written notice as instructed below. Either party may terminate this Agreement as a whole by a thirty (30) day written notice to the other upon, and only upon, the expiration of coverage as to all covered Products. Either party may terminate this Agreement due to breach by the other party of any material obligation hereunder (including without limitation any obligation to make any payment hereunder) if such breach remains uncured more than ten (10) days after written notice of such breach is given to the defaulting party, or if cure of the breach is not feasible within ten (10) days from notice and substantial and continued progress is not made to cure the default. There will be no refunds on termination of this Agreement. Following the termination of this Agreement, TEAMia will immediately invoice Customer for all accrued fees, and charges and all reimbursable expenses, and Customer will pay the invoiced amount immediately upon receipt of such invoice.
3. **Application.** This Agreement shall apply to all hardware and/or software products (the "Products") and related services (the "Services") listed on Schedule A attached hereto ("Schedule A").
4. **Software License.** All software Products listed on Schedule A are provided to Customer pursuant to a non-exclusive and non-transferable license for Customer's use in its own business operations on the number of work stations (whether stand alone or network) listed on Schedule A for the term specified above. No title to or ownership of any such software Products is hereby transferred to Customer. Customer shall not copy or reproduce any such software in whole or in part, except to make back-up copies for Customer's own use. Customer shall not make such software or any portion thereof available to any person or entity, other than Customer's employees or agents in connection with Customer's use of such software. Customer shall employ reasonable measures in accordance with industry standards in order to protect the proprietary interest of the lawful owners of such software.
5. **Limitation of Damages and Remedies.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL IA'S AGGREGATE LIABILITY IN RESPECT OF THIS AGREEMENT (REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON THE LAW OF CONTRACT OR TORT, INCLUDING NEGLIGENCE) EXCEED THE TOTAL AMOUNT OF THE PAYMENTS RECEIVED BY IA FROM CUSTOMER PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL IA BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE FURNISHING, USE OR PERFORMANCE OF ANY PRODUCT COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM OF LIABILITY IS BASED UPON CONTRACT OR TORT, INCLUDING NEGLIGENCE, AND REGARDLESS OF WHETHER IA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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- 6. **Notices.** Any notice, demand or other communication required by this Agreement or otherwise given in connection herewith shall be deemed to have been properly given when it is in writing and either (i) actually received by the party to which it is directed, or (ii) sent to such party at its address listed on the signature page hereof by registered or certified (return receipt requested) U.S. mail, postage prepaid.
- 7. **Assignments.** This Agreement is not assignable. None of the licenses granted hereunder may be sublicensed, assigned or transferred by Customer without the prior written consent of IA, which consent may be withheld by IA for any or no reason whatsoever in its sole discretion. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement is void.
- 8. **Modifications.** This Agreement may not be modified or amended in whole or in part except pursuant to a writing signed by both parties.
- 9. **Severability.** The illegality, invalidity or unenforceability of any terms or conditions herein shall not render illegal, invalid or unenforceable any other terms or conditions herein.
- 10. **Entire Contract.** Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that this Agreement, together with any other applicable agreements, certifications, amendments and supplements and any exhibits or attachments thereto, referencing this Agreement or expressly made a part hereof that are duly signed by the parties will be the complete and exclusive statement of this Agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

EXECUTED as of this ____ day of _____, 20__.

Notice Address:

Client Company:

By: _____(SEAL)

Title: _____

Notice Address:

TEAMIA, INC.

212 Palmetto Park Blvd.

By: _____(SEAL)

Lexington, SC 29072

Brent Yarborough

(803) 356-7676

Title: President

RFP NO. 50-NCCCS-073020

**TEAMIA, INC.
SYSTEM MAINTENANCE AGREEMENT
FOR
CUSTOMER NAME**

This Agreement is made this ____ day of _____, 200_, by and between TEAMia Inc, (herein "TEAMia"), a South Carolina Corporation, 714 South Lake Dr. Lexington, Suite 100, South Carolina, 29072 and Customer, (herein "Customer"), with its principal offices at Address.

1. **Effective Date.** This Agreement shall be effective as of the date set forth on the signature page hereof unless otherwise indicated on Schedule A, attached hereunder.

2. **Application.** This Agreement shall apply to all products (the "Products") listed on Schedule A attached hereto ("Schedule A"). Additional products purchased by the Customer from TEAMia may be added to this Agreement by the inclusion of amendments to Schedule A. Amendments to Schedule A shall expire simultaneously with the original Agreement.

2.1. The documents that shall govern the dealings between the parties as to this Agreement are as follows:

2.1.1. This agreement being the TEAMia Support Agreement including the following schedules, which are attached hereto and incorporated by reference:

2.1.1.1. Schedule A –Products Covered

2.1.1.2. Schedule B – Support Coverage

3. **Definitions**

3.1. "Agreement" shall mean this Support Agreement including the following schedules, which are attached hereto and incorporated by reference:

Schedule A –Products Covered

Schedule B – Support Coverage

3.2. "Product(s)" shall mean all products listed in Schedule A.

3.3. The "Principal Period of Maintenance" (PPM) is the nine-hour period from 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday. The Principal Period of Maintenance shall not include locally observed TEAMia holidays as specified in Schedule B. The same PPM shall apply to all of the Products. Should TEAMia offices not be open for business during the PPM, Customer is authorized to use the numeric pager number provided to Customer's primary point of contact. This pager number will be provided on an as needed basis.

3.4. "Product Malfunction" means, as to any Product, a verifiable material adverse deviation from the performance capabilities reflected in manufacturer's most recently published user documentation for such Product where the Product is being used in accordance with usage and environmental standards and specifications reflected in such documentation. Alleged software Product Malfunctions are verifiable only when they can be reproduced in a suitable test environment.

3.5. "Remedial Maintenance" is maintenance required by Product Malfunctions that require service as further described in paragraph 5 below.

3.6. "Product Error Correction" is either a modification or an addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the published functional specifications.

4. **Term** Except as otherwise set forth in Schedule A, a Product shall be covered hereunder for an original Maintenance Term of one (1) year. The Maintenance Term shall be renewed for successive terms of duration equal to twelve (12) months unless one party gives the other written notice as instructed below. Either party may terminate this Agreement as a whole by a thirty (30) day written notice to the other upon, and only upon, the expiration of coverage as to all covered Products. Either party may terminate this Agreement due to breach by the other party of any material obligation hereunder (including without limitation any obligation to make any payment hereunder) if such breach remains uncured more than ten (10) days after written notice of such breach is given to the defaulting party, or if cure of the breach is not feasible within ten (10) days from notice and substantial and continued progress is not made to cure the default. This Agreement shall immediately terminate upon the termination of the TEAMia License. There will be no refunds on termination of this Agreement. Following the termination of this Agreement, TEAMia will immediately invoice Customer for all accrued fees, and charges and all reimbursable expenses, and Customer will pay the invoiced amount immediately upon receipt of such invoice.

5. **Services to be Provided**

5.1. **Enhanced Maintenance Service.** TEAMia will provide services at either TEAMia's offices, Customer's principal offices identified in this Agreement or wherever TEAMia deems necessary at its sole discretion. Enhanced Maintenance Service for a Product shall include the following:

5.1.1. **Remedial Maintenance.** TEAMia shall perform Remedial Maintenance when Customer notifies TEAMia of a Product Malfunction. Remedial Maintenance shall be performed as part of the maintenance service only during PPM unless otherwise specified in Schedule B. Remedial Maintenance performed other than during the PPM shall be provided at the rates specified in Schedule B. Response time by TEAMia's personnel during the PPM shall be as set forth in Schedule B. Remedial Maintenance at times other than the PPM will be provided to Customer at TEAMia's sole option and convenience.

5.1.2. **Replacement Parts.** During Preventive or Remedial Maintenance, TEAMia may install or replace hardware parts as it determines necessary. Such parts may be new, used or refurbished. TEAMia will use only parts and components of equal quality. All parts and components replaced become the property of TEAMia. Replacement Parts will be provided as part of the Basic Maintenance Service unless excluded in Schedule A.

5.1.3. **Software Error Correction.** Correction of a software Product Malfunction may, at TEAMia's sole option, consist of any of the following: (a) re-coding of TEAMia's proprietary software, (b) installation of a software patch, (c) a modification to the instructions or procedures for using the software, (d) replacement of the software with other software that is reasonably equivalent, or (e) other remedial action that may be reasonable and equitable to both parties,

5.1.4. **Telephone Assistance.** During the PPM, TEAMia shall respond to telephone questions from Customer's designated trained contact regarding Product operation; provided, however, if the time spent by TEAMia personnel on such telephone assistance exceeds in any month the hourly limit set forth in Schedule B, additional time shall be charged and billed to Customer at TEAMia's then prevailing hourly rate for telephone support services. (If no limit is set forth in Schedule B the limit in any month shall be ten (10) hours.).

5.2. **Supplemental Services.** At TEAMia's discretion it will provide services not identified in Schedule A and B to include the list below on a time and materials basis. TEAMia will not be bound by any request for such service until TEAMia has accepted such request in writing.

5.2.1. Specification changes requested by Customer (other than to the extent those specific tasks are included within covered maintenance), development and maintenance of Enhancements, customization of Licensed Software, Updates or Enhancements and any other services in respect of software or firmware programming, development or data input;

5.2.2. Services which, in TEAMia's opinion, are required due to improper treatment or use or operation of the System, or attempts by other than TEAMia's authorized personnel to repair, maintain or modify the System without TEAMia's prior written approval or any repair of damage caused thereby;

5.2.3. Support for custom-written applications, pre-release software, or non-current versions of released software not included in Schedule A;

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5.2.4. Repair of damage not caused by TEAMia, including without limitation, damage resulting from accident, transportation, neglect or misuse, vandalism, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, telephone equipment or communication lines failure or interconnect equipment or causes other than ordinary use.

5.3. *Extra Maintenance Options and Charges.* Upon request, TEAMia may supply maintenance services outside the PPM as follows:

5.3.1. *Extra Shift Maintenance Service.* Extra Shift Maintenance Service may be performed outside the Principal Period of Maintenance (PPM). The charge for Extra Shift Maintenance shall be as stated on Schedule B and shall be in addition to the Annual Maintenance Charge.

5.3.2. *On-Call Service.* Customer may, at any time it deems necessary, request On-Call service outside the periods of maintenance for which it has contracted hereunder. On-Call service provides a TEAMia technician on standby to receive support calls outside the PPM. Should an issue occur and the On-Call technician provides telephone or on-site support outside the PPM, Extra Shift Maintenance service charges will be charged as specified above in addition to On-Call service charges. On-Call service shall be provided at TEAMia's sole option on a case-by-case basis at charges to be negotiated at time of request. The minimum On-Call service period shall be three hours.

5.4. *Applications Software Support Issues (Not covered)*

5.4.1. Enhancements and major releases of the software application shall be negotiated on a case-by-case basis and are not within the purview of this Agreement.

5.4.2. TEAMia will not be responsible when Customer uses the application beyond the scope for which it was designed. This includes the co-existence of applications or addition of peripheral devices that may affect the application or network performance.

6. *Customer Responsibilities*

6.1. Customer has sole responsibility for Product Malfunctions caused directly or indirectly by any of the acts, omissions, events and causes listed below. Any services, repairs or replacements by TEAMia in respect of any such Product Malfunction shall be charged to Customer at TEAMia's customary rates. Customer is responsible to pay TEAMia for the time or other resources provided to diagnose or attempt to correct any problem caused by the actions below.

6.1.1. Negligent or willful acts or omissions of Customer, its employees or agents.

6.1.2. Damage or destruction due to accident or casualty or other acts of God.

6.1.3. Events not under the control of TEAMia (i.e., modifications made by Customer, a Customer employed third party or negligent or willful acts or omissions by any third parties, etc).

6.1.4. Modification of any Product, as listed in Schedule A, not authorized by TEAMia in writing.

6.1.5. Installation of any equipment or device not manufactured by TEAMia or supplied by TEAMia, by mechanical or electrical means, to the Product unless such installation has been specifically in each instance authorized by TEAMia in writing.

6.1.6. Repair of damage, replacement of parts or increase in service time caused by neglect, accident or misuse by Customer, including, without limiting the generality of the foregoing, failure of electrical power or any other failure not attributable to a Product.

6.1.7. Painting, modifying or refinishing the case or exterior of any hardware device, or furnishing material therefore.

6.1.8. Changing or performing services connected with relocation of any Product, or adding or removing accessories, attachments or other devices without the advice and written consent of TEAMia's technical staff.

6.1.9. Repair of damage or increase in service time caused by relocation or movement of any Product by Customer, to include relocation of data, without the prior advice and written consent of TEAMia's technical staff.

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- 6.1.10. Repair of damage or increase in service time caused by the installation of products not listed in Schedule A which cause conflicts or damage to covered products or Customer data.
 - 6.1.11. Consumable materials such as ribbons, paper, magnetic tape, scanner rollers and cleaning materials.
 - 6.1.12. Repair of damage or increase in service time caused by use of any Product for purposes other than that for which it is designed.
 - 6.1.13. Additional TEAMia service time or other costs resulting from failure by Customer to perform daily back-up of its data. For example, time spent recovering or rebuilding database indices or data.
 - 6.1.14. Customer is responsible to pay TEAMia for the time or other resources provided to diagnose or attempt to correct any problem caused by the actions in Section 6.1.
- 6.2. *Maintenance Logs.* Customer shall maintain on-site a maintenance log for the system. Each service call by TEAMia, Customer or any third party shall be logged. The maintenance log for the system shall include at least the following.
- 6.2.1. *Product Identification.* Type and serial number(s) of each hardware or software item receiving maintenance service.
 - 6.2.2. *Equipment Failure-Description.* A description of any Product Malfunction.
 - 6.2.3. *Agreement Failure-Notification.* Date and time of notification by Customer to TEAMia of a Product Malfunction under which Customer requests Remedial or On-Call Maintenance.
 - 6.2.4. *Maintenance Performed.* A description of the maintenance performed.
 - 6.2.5. *Time.* The time spent by personnel on each maintenance call.
 - 6.2.6. *Charges.* Additional charges, if any.
- 6.3. *Working Space.* Customer shall provide TEAMia, at no charge to TEAMia, with adequate space. Customer shall also provide heat, light, ventilation, telephone and electric current outlets for use by TEAMia's personnel during maintenance activities. These facilities shall be within a reasonable distance of each Product to be serviced.
- 6.4. *Environment.* Customer shall provide and maintain a clean operating environment that does not exceed the rated electrical, temperature and humidity specifications for the system hardware.
- 6.5. *Cooperation.* Customer agrees to notify TEAMia promptly following the discovery of any error. Further, Customer agrees to provide data that may be required to reproduce the error.

7. *Maintenance Charges and Payment*

- 7.1. *Invoices.* The Annual Maintenance Charge for the Products shall be payable annually in advance on the first day of the annual Maintenance Term unless specified otherwise in Schedule A. The Extra Shift Maintenance Charges, On-Call Service charges and all other charges hereunder shall be billed as used. TEAMia will invoice Customer for these additional maintenance services on a monthly basis, and payment will be due within thirty (30) days of the date of invoice.
- 7.2. *Change in Maintenance Charges.* Prior to the commencement of a renewal term, TEAMia shall notify Customer in writing of its maintenance charges for the ensuing renewal term. Unless Customer refuses to renew, as provided in paragraph 4 above, such charges shall become effective upon the beginning of the next renewal term.
- 7.3. *Late Payment.* If an invoice remains unpaid after its due date, interest shall be due on the unpaid balance at the rate of two percent (2%) per month, or such lower rate as may be required by applicable law. TEAMia will have no obligation to perform any maintenance service whatsoever with respect to any Product as to which any Maintenance charge hereunder is thirty (30) or more days past due. Customer further agrees to pay any and all costs of collection including reasonable attorney fees in the event that it becomes necessary for TEAMia to pursue such remedies.

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7.4. Taxes. Customer is responsible and will pay TEAMia for all sales, use, excise, federal, state and other taxes and governmental charges which TEAMia is at any time required to pay or collect in connection with the sale, licensing or furnishing of products or services under this Agreement, provided Customer is not exempt from such taxes and except for taxes on the net income of TEAMia.

8. **Alterations and Attachments.** Customer may make alterations or install attachments to the Products only at Customer's expense and after prior written authorization from TEAMia. Additional charges will apply for repair of damage or any increase in required maintenance attributable to such alterations or attachments. If the alterations of or attachments to a Product prevent or impede TEAMia from performing maintenance as required by this Agreement, Customer will, upon notice from TEAMia, restore the Product to its original condition.

9. **Support Contact:**

John Lester
TEAMia, Inc.
714 Southlake Dr, Suite 100
Lexington, SC 29072
Office: 803-356-7676
Fax: 803-356-4942

TEAMia shall have full discretion over which individual shall be the Support Contact providing service under this Agreement, and shall notify Customer of any change in its Support Contact.

<<NAME – CONTACT 1>>
<<COMPANY>>
<<ADDRESS>>
<<ADDRESS>>
<<CITY, STATE ZIP CODE>>
<<OFFICE PHONE>>
<<FAX>>

<<NAME – CONTACT 2>>
<<COMPANY>>
<<ADDRESS>>
<<ADDRESS>>
<<CITY, STATE ZIP CODE>>
<<OFFICE PHONE>>
<<FAX>>

10. **Movement of Products.** Products covered by this Agreement are not to be moved, to include relocation of data, without the prior written consent of TEAMia, which consent will not be unreasonably withheld. TEAMia shall have the option of adjusting its rates for services under this Agreement if any Product must be maintained in a different location than where such Product is originally installed. TEAMia may continue to provide maintenance service on such Products provided that TEAMia personnel shall, at TEAMia's then current rates, supervise all packing and unpacking of the Equipment and the reinstallation of the Products at the new location. Any Products damaged in transit shall be repaired by TEAMia personnel and charged for at TEAMia's then prevailing rates. No abatement in Enhanced Annual Maintenance Charges will be granted because Products are in transit.

11. **Diagnostic Materials and Maintenance Aids.**

11.1. Any diagnostic materials and maintenance aids furnished by TEAMia are for TEAMia's use and are the property of TEAMia and are proprietary. Customer agrees to keep such diagnostic materials and maintenance aids confidential, and to use its best efforts to prevent their unauthorized disclosure and use. Customer agrees that it will not make or allow to be made copies of any diagnostic materials or

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maintenance aids unless TEAMia has given its prior written consent. Customer may, however, make necessary copies of diagnostic materials and maintenance aids that are installed as part of the operating systems software, subject to Customer's confidentiality obligations. On each and every such copy, TEAMia's proprietary notices and legends must appear, in the same manner and form as they appear in the original. The existence of a copyright notice will not cause nor be construed as causing any diagnostic material or maintenance aid to be a published, copyrighted work or to be in the public domain.

11.2. Customer agrees that it will return to TEAMia or certify to TEAMia that it has destroyed or will destroy all diagnostic materials and maintenance aids, including all copies thereof, within thirty (30) days after termination of this Agreement.

- 12. *Warranty.*** TEAMia warrants that its services hereunder will be performed in a workman-like manner. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, TEAMIA WILL HAVE NO LIABILITY FOR THE PROGRAM(S) OR ANY SERVICES PROVIDED. TEAMIA MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND TEAMIA SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 13. *Limitation of Damages and Remedies.*** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL TEAMIA'S AGGREGATE LIABILITY IN RESPECT OF THIS AGREEMENT (REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON THE LAW OF CONTRACT OR TORT, INCLUDING NEGLIGENCE) EXCEED THE TOTAL AMOUNT OF THE PAYMENT RECEIVED BY TEAMIA FROM CUSTOMER PURSUANT TO THIS AGREEMENT OR AN AMOUNT NOT TO EXCEED TWELVE MONTHS MAINTENANCE COVERAGE AS SPECIFIED IN THIS AGREEMENT, WHICHEVER IS LESS, NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL TEAMIA BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE PERFORMANCE OF (OR FAILURE TO PERFORM) ANY SERVICE UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM OF LIABILITY IS BASED UPON CONTRACT OR TORT, INCLUDING NEGLIGENCE, AND REGARDLESS OF WHETHER TEAMIA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14. *Exclusion from Coverage.*** TEAMia retains the option at all times during the existence of this Agreement to exclude any product listed in Schedule A from coverage when: 1) the manufacturer or developer notifies TEAMia that a covered product will no longer be supported by the manufacturer or developer due to aging through the upgrade process and there is not a suitable third-party acquiring the support, or 2) the industry can no longer supply the necessary repair components. TEAMia will provide notification to Customer within five (5) working days of TEAMia's receipt of notification from the manufacturer or developer. TEAMia may assist Customer in developing a transition plan to replace products that will become obsolete by virtue of coverage exclusion at an additional charge. Such assistance does not include the cost of acquiring, installing, implementing, or integrating the replacement product or service. If the product to be excluded is software, either the product or a version of the product, TEAMia will continue to provide technical support to Customer providing there is technical support from the third party vendor for the obsolete software, for the term of this Agreement. If a third party vendor does not provide support for the excluded product, and Customer selects that TEAMia continue to provide support for the excluded product, TEAMia will endeavor to fix any reported problems with the subject product; however, a fix will not be guaranteed by TEAMia should a problem arise. Should any product be excluded from coverage, TEAMia will reimburse the unused portion of the coverage. Reimbursement shall be amortized based on the remaining period of this Agreement during which TEAMia is no longer providing coverage and shall be limited to the portion of the annual charges applicable to the excluded product.
- 15. *Employees.*** Neither TEAMia nor Customer shall, during the term of this Agreement and for one (1) year thereafter, either directly or indirectly, on their own behalf or others, hire, recruit, divert or appropriate, or attempt to hire, recruit, divert or appropriate, any employee or former employee of the other party.
- 16. *Notices.*** Any notice, demand or other communication required by this Agreement or otherwise given in connection herewith must be given in writing and shall be deemed to have been properly given when it is in writing and either (i) actually received by the party to which it is directed, or (ii) sent to such party at its address listed on the signature page hereof by registered or certified (return receipt requested) U.S. mail, postage prepaid.

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- 17. Assignments.** TEAMia may assign, delegate and/or otherwise transfer this Agreement or its rights and obligations hereunder to any person or entity, which purchases or otherwise succeeds to the business of TEAMia to which this Agreement pertains. None of the licenses granted hereunder may be sublicensed, assigned or transferred by Customer without the prior written consent of TEAMia, which consent may be withheld by TEAMia for any or no reason whatsoever in its sole discretion. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement is void.
- 18. Modifications.** This Agreement may not be modified or amended in whole or in part except pursuant to a writing signed by both parties.
- 19. Severability.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
- 20. Interference and Delays.** TEAMia will not be responsible in the event of any delay or other interference that is not the fault of TEAMia that prevents TEAMia from providing the software, services or products under this Agreement to Customer. Additionally, if the cure of a defect or default is delayed because of the acts, omissions or any other parties' failure to comply with the terms of the agreement, TEAMia shall not be in default. TEAMia will have the right to require Customer to reimburse TEAMia at TEAMia's then current hourly rates for the time spent by TEAMia in analyzing all notifications of default or defect that were not the fault or resulting from TEAMia's product. There will be no reduction in the contract price for any delays.
- 21. Headings and Survivability.** The headings contained herein are for reference only and are not for, nor shall they be construed to be, of substance. Should any section or portion of a section of this Agreement be found to be illegal or unenforceable, the remaining portion of any such section or sections shall survive and be construed pursuant to the clear intentions of the parties, based upon the remaining provisions of the Agreement. Paragraphs 11, 12, 13, 15, 16, 18, 19, 22, 23, 24, 25 and 26 shall survive the expiration or earlier termination of this Agreement.
- 22. Entire Contract.** This Agreement sets forth the entire agreement and understanding between TEAMia and Customer regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. The terms and conditions of this Agreement shall prevail, notwithstanding any variance or inconsistency with the terms and conditions of any purchase order or other document heretofore or hereafter submitted by Customer. This Agreement may not be modified or amended except by a written document signed by both parties. TEAMia is not bound by any representations, obligations, warranties or duties owed or stated by Customer's Agent(s). Any and all obligations, representations and warranties of TEAMia must be received from an authorized TEAMia employee or agent and agreed to in writing. Further, no oral representations shall be binding.
- 23. Force Majeure.** Either party shall not be in default under this Agreement because of any failure to perform in accordance with its terms and conditions if such failure arises from causes beyond the party's control, including, but not restricted to, acts of God, acts of government, fires, floods, epidemics, terrorism, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, or any and all caused beyond control of the party.
- 24. Governing Law.** The laws of the State of South Carolina shall govern the validity, construction, interpretation and performance of this Agreement. The jurisdictional venue for any legal proceedings involving this Agreement will be held in any applicable local, state or federal court located in South Carolina.
- 25. Gender/Plural.** Throughout this Agreement, the masculine gender shall include the feminine and neuter. The singular number shall include the plural and vice versa, unless the context of this agreement indicates otherwise.
- 26. Authority to Bind.** The undersigned hereby represent that the signatories indicated below are fully authorized to bind the respective parties to this Agreement. Further the parties acknowledge and represent that no other action, consent or approval by the respective parties, council, employee, agent or officer is necessary to enter this Agreement as a binding and valid contract.

RFP NO. 50-NCCCS-073020

EXECUTED as of this ____ day of _____, 200_.

For <<CUSTOMER NAME>>

By: _____ Date: _____

Title _____

For TEAMia, Inc.

By: _____ Date: _____
Brent Yarborough

Title: President.

RFP NO. 50-NCCCS-073020

Insert Schedule A of Products Covered here

Schedule B Support Coverage

IA Maintenance Options

Availability and Response

Executed Agreement will show only the column for the level of support purchased

Feature	Basic Support	Advanced Support	Advanced Support Plus
Telephone assistance PPM (see note)	8:00 a.m. - 5:00 p.m. Monday - Friday	8:00 a.m. - 5:00 p.m. Monday - Friday	7 X 24
On-site response PPM (see note)	8:00 a.m. - 5:00 p.m. Monday - Friday	8:00 a.m. - 5:00 p.m. Monday - Friday	7 X 24
Toll-free number	Provided	Provided	Provided
Response prioritization	Provided	Provided	Provided
Urgent* (phone) * System is completely down and non-functioning	2 hours	1 hours	1 hours
Serious* (phone) * System is functional with one or more major components experiencing failure	4 hours	2 hours	2 hours
Not critical* (phone) * System is functional with minor problems	8 hours	4 hours	4 hours
Remote access to system	Required	Required	Required
Designated contacts	2	2	2
Additional contacts	\$150/mo each	\$150/mo each	\$150/mo each

Note: Monday through Friday does not include any national or state holidays of which Holiday surcharge may be charged. Twenty-four hour support is Monday through Sunday with surcharges being applied for New Year Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Product Coverage - TEAMia Software

Feature	Support Basic	Advanced Support	Advanced Support Plus
Minor release upgrades	Provided	Provided	Provided
Software patches	Provided	Provided	Provided
Upgrade installation	T & M	T & M	T & M
Patch application	T & M	Provided	Provided

RFP NO. 50-NCCCS-073020

ATTACHMENT J: FIRM'S TAX IDENTIFICATION INFORMATION

Request for Proposal

50-NCCCS-073020

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

57-1019798

Federal ID Number or Social Security Number

TEAMia, Inc.

Vendor Name

STATE OF NORTH CAROLINA	REQUEST FOR PROPOSAL NO. 50-NCCCS-073020	
	Offers will be publicly opened: September 21, 2020	
North Carolina Community College System (NCCCS)	Issue Date: September 2, 2020	
	Commodity Number: 209	
Refer <u>ALL</u> inquiries regarding this RFP to: Ruth Risser 919-807-7199 risserr@nccommunitycolleges.edu	Description: Enterprise Content Management System Replacement	
	Using Agency: NCCCS	
	Requisition No.: N/A	

OFFER

The State solicits offers for Services and/or goods described in this solicitation. All offers and responses received shall be treated as Offers to contract.

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. 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 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 any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's Offer. A copy of this acceptance will be forwarded to the awarded Vendor(s).

<u>FOR NORTH CAROLINA COMMUNITY COLLEGE USE ONLY</u>
Offer accepted and contract awarded this date _____, as indicated on attached certification, by _____ (Authorized representative of NCCCS).

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1.0 PROCUREMENT SCHEDULE

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

Action	Responsibility	Date
RFP Issued	Agency	09/02/2020
Written Questions Deadline	Potential Vendors	09/07/2020
Agency's Response to Written Questions/ RFP Addendum Issued	Agency	09/14/2020
Offer Deadline	Vendor(s)	09/21/2020
Offer Evaluation	Agency	TBD
Selection of Finalists	Agency	TBD
Oral Presentations and/or Product Demonstrations by Finalists (Optional)	Selected Vendors	TBD
Negotiations with Finalists	Agency designees and selected Vendor(s)	TBD
Best and Final Offers Deadline from Finalists	Selected Vendors	TBD
Contract Award	Agency	TBD
Protest Deadline	Responding Vendors	15 days after award

2.0 PURPOSE OF RFP

2.1 INTRODUCTION

The purpose of this RFP is to solicit offers for the North Carolina College System, NCCS, on behalf of the North Carolina Community College System Office (System Office) and its 58 Community Colleges for an Enterprise Content Management Replacement System that includes document management and integration of online forms. The proposal is for either an on-premises solution or a Software as a Service (SaaS) Solution.

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) year(s), and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend the Contract for two (2) additional one (1)-year periods at its sole discretion.

Term Contract - This solicitation will result in an Agency Specific Term Contract enabling the System Office and 58 North Carolina Community Colleges (hereinafter individually known as the "Entity" and collectively known as the "Entities") to purchase a replacement for a document imaging system..

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. |

Unless specifically provided, all costs provided shall apply to all Community Colleges and the System Office of the NC Community College System. Should a lower cost be offered to the System Office or a Community College on a product or service provided under the Contract, such lower price shall be applicable to all remaining Community Colleges and the System Office from the date such lower price applies to the original offeree. Colleges will have the choice to choose which features they need in the document management and integration solution offered by the Vendor.

The contract resulting from this RFP will be an Agency Specific Contract for the NC Community College System (except under the conditions specified in G.S. §115D-58.14(a) and G.S. §116-13).

Products and Services will be provided in accordance to the terms and conditions of this RFP.

3.0 RFP SPECIFICATIONS

3.1 GENERAL SPECIFICATIONS

3.1.1 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.

3.1.2 SITE AND SYSTEM PREPARATION

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

3.1.3 EQUIVALENT ITEMS

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

3.1.4 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>

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

3.2 SECURITY SPECIFICATIONS

3.2.1 SOLUTIONS HOSTED ON STATE INFRASTRUCTURE

Vendors shall provide a completed VRAR - Vendor Readiness Assessment Report State Hosted Solutions at offer submission. This report is located at the following website: <https://it.nc.gov/documents/vendor-readiness-assessment-report-vrar>.

The **Enterprise Content Management Replacement System** will be required to receive and securely manage data that is classified as *Personally Identifiable Information (PII)* under federal law including The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), and The Gramm-Leach-Bliley Act (GLBA). *As such, the Enterprise Content Management Replacement will be classified as Department and Program Critical / NIST system confidentiality, integrity and availability category is High.* Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding this data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.

To comply with policy, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls.

3.2.2 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE

Vendors shall provide a completed VRAR - Vendor Readiness Assessment Report Not State Hosted Solutions at offer submission, which includes cloud. This report is located at the following website: <https://it.nc.gov/documents/vendor-readiness-assessment-report-vrar>.

The **Enterprise Content Management Replacement** will be required to receive and securely manage data that is classified as *Personally Identifiable Information (PII)* under federal law including The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), and The Gramm-Leach-Bliley Act (GLBA). *As such, the Enterprise Content Management Replacement will be classified as Department and Program Critical / NIST system confidentiality, integrity and availability category is High.* Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding this data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.

To comply with 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-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, or ISO 27001 are required for any cloud service providing support for data classified as Restricted or Highly Restricted. A current assessment report will be required prior to contract award for the selected Vendor.

An IaaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS that is written in the agreement between the two vendors.

3.3 ENTERPRISE SPECIFICATIONS

3.3.1 ENTERPRISE STRATEGIES, SERVICES, AND STANDARDS

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

3.3.2 ARCHITECTURE DIAGRAMS DEFINED

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

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

3.3.3 VIRTUALIZATION

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

3.3.4 IDENTITY AND ACCESS MANAGEMENT (IAM)

The proposed solution must externalize identity and access management. The solution must be able to integrate with numerous systems to synergize the state identity as well as provide authentication/authorization to state applications. The protocols that should be supported in order to achieve this goal can be found at the following link: <https://it.nc.gov/services/vendor-engagement-resources#identity-and-access-management>.

Describe how your solution would support the above protocols as well as make them available for application integration/consumption.

The 58 North Carolina community colleges are exempt from using the State's Identity and Access Management solution ("NCID").

3.3.5 ACCEPTANCE CRITERIA

The State shall have the obligation to notify Vendor, in writing ten calendar days following provision, performance (under a provided milestone or otherwise as agreed) or delivery of any Services or other Deliverables described in the Agreement that are not acceptable. The notice shall specify in reasonable detail the reason(s) a given Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Deliverable fail to meet any specifications or acceptance criteria, the State may exercise any and all rights hereunder. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price.

3.4 BUSINESS AND TECHNICAL SPECIFICATIONS

The proposed solution should be comparable to the existing systems at each college and compatible with existing printing and imaging hardware and enterprise resource planning modules including, but limited to, student and academic services, finance, financial management, financial aid, human resources and payroll, short term workforce development, vendor and contract management, grants management, and veterans affairs management. The proposed solution should integrate with industry standard database technologies including but not limited to Microsoft SQL, Oracle, Sybase, and Unidata® (Rocket Software) to capture a variety of documents such as transcripts, certificates, purchase orders, checks, vouchers, contracts, etc. The proposed solution can include additional hardware needed. The colleges currently use several document imaging platforms, and the proposed solution should provide comparable functionality to existing products currently in use at the community colleges including, but not limited to, the following: SoftDocs modules (Etrieve®, Etrieve Central, Etrieve Content, Etrieve Flow, Etrieve Forms, Etrieve Security, DoceServe, ArchiveBuilder), AutoFile®, DocScan, Hyland Onbase®, TeamIA, and Image Now. Where possible, the proposed solution should be able to reuse forms that are currently in place with other current document imaging software at the community colleges and have automatic data retention set points and cloud storage options.

The Vendor's proposed solution should also include blockchain anchored digital credentials to instantly validate the authenticity of any document.

The proposed solution should be able to capture content from common sources including, but not limited to, direct import from file, e-mail receipt, import from printing services, import from

other workflows including, but not limited to, Microsoft SharePoint, ServiceNow, and Salesforce.

The ability to integrate or convert documents and images managed by current solution.

Forms and software need to be Americans with Disabilities Act (ADA) compliant.

Documents created will become the property of the State.

The proposed solution should support internal and external authentication services including, but not limited to, SAML based single sign-on, Active Directory, LDAP, SSO, and Shibboleth®.

The proposed solution should be device agnostic and adaptive. Form, view, workflow, and capture capability should be supported on devices including, but not limited to, mobile phones, tablet devices, mobile and fixed workstations.

1) *Software Retrieval Features:*

- a) *Software should perform searches across multiple document types and categories using key index searches. Describe how searches can be performed in the system.*
- b) *Software should search full text across all documents stored in the repository. The system should search across multiple file types to include, but not limited to, industry standard business automation software (Microsoft, Apple, Google products, PDF, and TIF).*
- c) *Software should have unlimited index fields.*
- d) *Software is Web based and tablet/mobile device friendly.*
- e) *Software performs check in/check out with versioning.*
- f) *Software can provide security based on index fields.*
- g) *Software can create ad hoc folders in addition to a predetermined folder structure.*
- h) *Software allows drag and drop documents from Microsoft Outlook® and Google Gmail® into the system.*

2) *Scan Features:*

- a) *Software must scan documents simplex, duplex, bitonal, grayscale, and color.*
- b) *Software must automatically detect blank pages.*
- c) *Software must recognize barcode separator sheets when used in between documents for batch scanning.*
- d) *Software must index the scanned documents for retrieval.*
- e) *Software allows default values and index validation on index fields.*

3) *Electronic Forms Features:*

- a) *Describe how the forms design process allows drag and drop fields onto the form.*
- b) *Describe how the software allows pre-population of information.*
- c) *Software must create a packet or set of forms that need to be completed.*
- d) *Software should carry information from one form to another form. For example, if a phone number is completed on one form, and the phone number is listed on a subsequent form, then the phone number will carry over from the first form.*
- e) *In addition to web forms, software can use Adobe PDF forms, to include the ability to pre-populate Adobe forms with information.*
- f) *The software should have the ability to copy a form and create in either a GUI builder or HTML to allow going back and forth.*

4) *Workflow Features:*

- a) *Describe how software allows users to configure workflow processes for multiple points of automation.*
- b) *Software should provide workflows for common academic processes such as course drop/add. Describe how student and class data is retrieved and how hours may be calculated when a drop class request is made and how documents are routed for approval.*

- c) *Software should provide a secure external portal for external users to participate in the workflow process. Explain the functionality available on the external portal and how authentication is handled.*
- d) *Describe how the software can add a digital signature to including adding a saved signature, drawing a signature, and using a signature pad.*
- e) *Describe how the software and workflow can be setup to accommodate employee contracts to include creating contracts, sending contracts to employees not yet employed with the college to acquire signatures, and route for approvals.*
- f) *Describe how the software can be configured to automatically send out contract renewals for signatures.*
- g) *Describe the workflow process on how employees enter timesheet information and route for approvals.*
- h) *Describe how the software can redirect the recipient in a workflow when required.*
- i) *Describe how the software provides the ability to copy workflows.*
- j) *Explain how the software provides the ability to impersonate a user for workflow troubleshooting and testing.*
- k) *Explain how the software provides the ability to create custom workflow notification emails.*
- l) *Explain how the software provides inactivity reminders.*
- m) *Describe how the software provides ability to delete individual or a set of forms within a workflow at any point within the workflow.*
- 5) *Integration Features:*
 - a) *Describe how the software can integrate with Enterprise Resource Plan (ERP) platforms including, but not limited to, Ellucian Colleague®, Ellucian Banner®, Salesforce and ServiceNow, to pull both Student and Employee information. Describe how integration will be accomplished.*
- 6) *Migration Features:*
 - a) *Explain how the software can migrate images and indexes from existing enterprise content and document management systems.*
 - b) *Explain how the software solution can provide an option of extracting the documents and indexes from the existing enterprise content and document management systems.*
- 7) *Retention Management:*
 - a) *Describe how the software provides an option to manage the life cycle of documents to include purging documents ready to start a retention period or notifying an administrator documents have met retention.*
 - b) *Describe the retention management process and how retention profiles can be configured.*
- 8) *System Compatibility:*
 - a) *Describe how the proposed solution is compatible with:*
 - *Industry standard operating systems including, but not limited to, Microsoft, RedHat, Linux®, and Oracle.*
 - *Existing Twain compatible scanners.*
 - *Industry standard database technologies including, but not limited to, Microsoft SQL, Sybase, Unidata, and Oracle to capture a variety of documents such as transcripts, certificates, purchase orders, checks, vouchers, contracts, etc.*
 - *Import data from various file types.*
- 9) *Explain how the proposed solution provides the ability to integrate with digital credentials and digital credential providers.*
- 10) *Describe search capabilities, including, but not limited to, name, SSN, and ID numbers, as well as the ability to search archived records.*
- 11) *Support (response time must be 4 hours or less) for:*
 - a) *Business hours, after hours, weekend, and holiday support.*
 - b) *System use and availability support.*
 - c) *Access and authentication support.*

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- 12) *Reporting:*
 - a) *Describe the proposed solution's method for dashboard capabilities*
 - b) *Describe the proposed solution's ability to run reports on number and type of forms, documents, etc. maintained within the proposed solution.*
- 13) *Describe the proposed solution's technical architecture – specifically production, development and test environments, as well as user system access, account management, and user's ability to access electronic forms and associated licensing requirements.*
- 14) *Describe how the proposed solution has the capability to analyze, route, and store electronic communications based on specific information contained within the electronic communication*

4.0 COST OF VENDOR'S OFFER

4.1 OFFER COSTS

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

COTS / SAAS / IAAS / PAAS PROCUREMENTS:

Customer service costs

Hosting service fees

Implementation costs (system configuration, customization)

Transition Costs

Service Costs

Technical Support

Training (Technical and/or Customer)

License fees

Maintenance

4.2 TRAVEL EXPENSES

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

Currently, remote implementations and training are required, and therefore, costs for travel should not be required. However, Vendor shall provide estimated travel costs in the event on-site visits become necessary. Approval of travel costs must be approved by NCCCS before travel can occur.

4.3 MILESTONE PAYMENT SCHEDULE

The Vendor shall propose its itemized payment schedule based on the content of their offer. All payment Milestones must be based on clear and distinct Deliverables. The State will not pay any fees upon receipt of order.

Regardless of what is subsequently offered by the Vendor, Invoicing Schedules can be further discussed (and subsequently negotiated) with any Vendor AFTER the receipt of an offer response. Negotiations can always occur during conference calls or other means of communication and then formally documented or memorialized via a Best and Final Offer (BAFO).

5.0 EVALUATION

5.1 SOURCE SELECTION

A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor(s) providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.

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

5.2 EVALUATION CRITERIA

Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. Evaluation criteria is listed in order of importance.

- a) Substantial Conformity to Solicitation Specifications,
- b) Data security standards and policies
- c) Cost
- d) Illustration(s) and/or explanations of the Statewide Technical Architecture objectives, principles and best practices to the proposed solution, and effectiveness of proposed recommendations, approaches, designs, and products that address the functional requirements.
- e) Vendor Past Performance - The Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State. The State may contact one or all references, if needed, to determine eligibility of vendor to perform the requirements of the RFP. Vendor Qualifications and Strength of references relevant to technology area(s) or Specifications |

5.3 BEST AND FINAL OFFERS (BAFO)

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". 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

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will evaluate BAFOs, oral presentations, and product demonstrations as part of the Vendors' respective offer to attain their final ranking.

6.0 VENDOR INFORMATION AND INSTRUCTIONS

6.1 GENERAL CONDITIONS OF OFFER

6.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person listed on the front page of the solicitation. Questions and clarifications must be submitted in writing and may be submitted by e-mail within the time period identified hereinabove.

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

6.1.2 RIGHTS RESERVED

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

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

6.1.3 CLARIFICATIONS/INTERPRETATIONS

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

6.1.4 ORAL EXPLANATIONS

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the 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.

6.1.5 E-PROCUREMENT

This is not an E-Procurement solicitation. Attachment B, subparagraphs #33(a) and 33(b) of the attached North Carolina Department of Information Technology Terms and Conditions Services for General Purchases do not apply to this solicitation.

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

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

6.1.6 INTERACTIVE PURCHASING SYSTEM (IPS)

The State has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve offer award information electronically from our Internet website: <https://www.ips.state.nc.us/ips/>. Click on the Search by Bid Number, enter the State Agency bid number, 50-NCCCS-073020, click 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. |

6.1.7 PROTEST PROCEDURES

Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in 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 Title 9 of the North Carolina Administrative Code, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

6.2 GENERAL INSTRUCTIONS FOR VENDOR

6.2.1 QUESTIONS CONCERNING THE RFP

All inquiries regarding the RFP specifications or requirements are to be addressed to the contact person listed on Page One of the RFP. Vendor contact regarding this RFP with anyone other than the individual listed on Page One of this RFP may be grounds for rejection of said Vendor's offer.

Written questions concerning this RFP will be received until September 7, 2020 at 2:00 pm Eastern Time and must be sent via e-mail to risserr@ncccommunitycolleges.edu. Please enter "Questions RFP 50-NCCCS-73020 Electronic Content Management as the subject for the email. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

6.2.2 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. Oral answers are not binding on the State.

Critical updated information may be included in 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.

6.2.3 COSTS RELATED TO OFFER SUBMISSION

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

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

6.2.4 VENDOR ERRATA AND EXCEPTIONS

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

On a separate page labeled "Exceptions to Terms and Conditions", state the Vendor's errata and exceptions to the State's terms and conditions. Include references to the corresponding terms or provisions of the Solicitation. Offers conditioned upon acceptance of Vendor Exceptions may be determined to be non-responsive by the State.

6.2.5 ALTERNATE OFFERS

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

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

6.2.6 MODIFICATIONS TO OFFER

An offer may not be unilaterally modified by the Vendor.

6.2.7 BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed specification is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

6.2.8 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

Vendors do not have to be registered with the NC Secretary of State to submit an offer; however, in order to receive an award/contract with the State, they must be registered. Registration can be completed at the following website: [https://www.sosnc.gov/Guides/launching a business](https://www.sosnc.gov/Guides/launching_a_business).

6.2.9 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available on the Interactive Purchasing System at the following website: <https://www.ips.state.nc.us/ips/>.

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

6.2.10 POINTS OF CONTACT

CONTACTS AFTER CONTRACT AWARD:

Vendors may contact the Purchasing Agent listed on the first page of this document prior to award of the contract with Contractual or Technical questions. If you have questions regarding the RFP, use the directions identified in 6.2.1. QUESTIONS CONCERNING THE RFP of this section.

VENDOR CONTRACTUAL POINT OF CONTACT	VENDOR TECHNICAL POINT OF CONTACT
<p>[NAME OF VENDOR]</p> <p>[STREET ADDRESS]</p> <p>[CITY, STATE, ZIP]</p> <p>Attn: Assigned Contract Manager</p> <p>Telephone:</p> <p>Email:</p>	<p>[NAME OF VENDOR]</p> <p>[STREET ADDRESS]</p> <p>[CITY, STATE, ZIP]</p> <p>Attn: Assigned Technical Lead</p> <p>Telephone:</p> <p>Email:</p>

6.3 INSTRUCTIONS FOR OFFER SUBMISSION

6.3.1 GENERAL INSTRUCTIONS FOR OFFER

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

- a) Organize the offer in the exact order in which the specifications and requirements 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.
- b) Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
- c) Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.
- d) Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If relevant and material information is not provided, the offer may be rejected from consideration and evaluation. Offers will be considered and evaluated based upon the Vendor's full completion and response to the specifications, and any additional requirements herein, or stated in a separate Exhibit.
- e) Furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this RFP, each Vendor must submit with 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.
- f) Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.
- g) **Only information that is received in response to this RFP will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.

6.3.1 OFFER ORGANIZATION

Within each section of the offer, Vendor 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 offered costs, rates, or expenses must be presented in Section 4.0. Cost of Vendor's Offer.

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

- a) Signed Execution Page
- b) Table of Contents
- c) Firm's Tax Identification Info (Attachment D)
- d) Vendor Response to Specifications and Requirements
- e) Security Vendor Readiness Assessment Report (VRAR)

- f) Architecture Diagrams
- g) Cost of Vendor's Offer (Attachment E)
- h) Schedule of Offered Solution
- i) Signed Vendor Certification Form (Attachment F)
- j) Location of Workers Utilized by Vendor Form (Attachment G)
- k) References (Attachment H)
- l) Errata and Exceptions, if any
- m) Vendor's License and Maintenance Agreements, if any
- n) Supporting material such as technical system documentation, training examples, etc.
- o) Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.
- p) Description of Vendor Submitting Offer Form (Attachment J)
- q) All pages of this solicitation document (including Attachments A, B, and C) |

6.3.2 OFFER SUBMITTAL

IMPORTANT NOTE: Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. **Vendor must include all the pages of this solicitation in their response. It is the Vendor's sole responsibility to ensure its offer has been delivered to this Office by the specified time and date of opening.** Any proposal-delivered after the proposal deadline will be rejected.

Offer Submission Details:

Electronic Responses Only will be accepted for this bid solicitation. All bids shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Vendors](#) page includes online training videos and a link to [NC BIDS FAQs for Vendors](#).

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

It is the responsibility of the Vendor to deliver the offer in this office by the specified time and date of opening.

Offer must be submitted on the forms provided herein. If additional sheets are required (for example, Vendors who are offering alternate proposals); the Vendor should submit a separate bid document. Any alternate proposals must be clearly marked as such with the phrase "alternate offer for 'name of Vendor" and numbered sequentially with the first offer.

7.0 OTHER REQUIREMENTS AND SPECIAL TERMS

7.1 VENDOR UTILIZATION OF WORKERS OUTSIDE OF U.S.

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

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

7.2 FINANCIAL STATEMENTS

In accordance with G.S. 143B-1350(h1), prior to entering into a contract with any vendor, the State must determine that the vendor possesses sufficient financial resources.

The Vendor shall provide evidence of financial stability by returning with its offer copies of Financial Statements as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.

- a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.
- b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
- c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

7.3 FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY

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

7.4 VENDOR'S LICENSE OR SUPPORT AGREEMENTS

Vendor should present its license or support agreements with its proposal for review and evaluation. Terms offered for licensing and support of vendors' proprietary assets will be considered; terms governed by applicable state or other laws or by policies authorized by law will be superseded by such applicable laws or policies.

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.

7.5 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, the Purchasing Agency acknowledges 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.

7.6 SPECIAL TERMS AND CONDITIONS

Reserved for amendment during BAFO phase of negotiation, if necessary.

7.7 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.

All State and Vendor personnel that have access to sensitive data must have a security background check performed. The Vendors are responsible for performing all background checks of their workforce and subcontractors and will provide the Agency copies of the background checks upon a written request by the Agency. The State reserves the right to check for non-compliance.

7.8 ASSURANCES -RESERVED

7.9 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.

7.10 PROJECT MANAGEMENT

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

7.11 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.

7.12 UNANTICIPATED TASKS

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

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

- d) The State has the right to require the Vendor to stop or suspend performance under the “Stop Work” provision of the North Carolina Department of Information Technology Terms and Conditions.
- e) The Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under the Agreement cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:
 - a. Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
 - b. Terminate the work authorization, or
 - c. Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - d. The State will notify the Vendor in writing of its election within seven (7) business days after receipt of the Vendor’s notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or Services.

7.13 TRANSITION ASSISTANCE

If the 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 off set the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

7.14 EFFECTIVE DATE

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

7.15 TERM EXTENSIONS - RESERVED

7.16 RECYCLING AND SOURCE REDUCTION

It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no

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sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the NCDIT Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.

ATTACHMENT A: DEFINITIONS

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

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

11) The State: Is the State of North Carolina, and its Agencies.

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

ATTACHMENT B: 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.

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- 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

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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

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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: Reserved.

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

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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

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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 or 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, at a minimum, 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), and the 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

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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 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

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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. In addition, 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, government acts or orders, and any social-distancing requirements put in place to prevent the spread of disease, illness, or other contagions such as the social-distancing requirements in place for the COVID-19 pandemic regulating the number of persons allowed to congregate in a group, and regulating the distance between persons.
- 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.

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- 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.

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ATTACHMENT C: AGENCY TERMS AND CONDITIONS -RESERVED

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ATTACHMENT D: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

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

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HISTORICALLY UNDERUTILIZED BUSINESSES

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

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

Respond to the questions below.

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

If so, state HUB classification:

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ATTACHMENT E: COST FORM

The table below reflects pricing for either an on-premises solution, SaaS solution, or both. Vendor may adjust the table as appropriate to provide a complete solution and may attach additional pages if appropriate.

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST
			Support Response time: _____	
1	1	Each	Document Imaging Software License – Year 1 On-Premises List pricing for each feature: Software Retrieval Scan Electronic Forms Workflow Integration Migration Retention Management System Compatibility Digital Credentials	
2	1	Each	Document Imaging Software License – Year 1 SaaS Solution List pricing for each feature: Software Retrieval Scan Electronic Forms Workflow Integration	

			Migration Retention Management System Compatibility Digital Credentials	
3	1	Each	Hardware This section must be itemized and defined in detail	
4	1	Each	Configuration and Implementation Services – On-Premises Solution This section must be itemized and defined in detail	
5	1	Each	Configuration and Implementation Services – SaaS Solution This section must be itemized and defined in detail	
6	1	Each	Staff Training This section must be itemized and defined in detail	
7	1	Each	Year 2 Non-warranty annual maintenance and support for the software acquired under item 1 above – On-Premises Solution Includes upgrades, patches and support services of all associated software	
8	1	Each	Year 2 Non-warranty annual maintenance and support for the software acquired under item 2 above – SaaS Solution Includes upgrades, patches and support services of all associated software	
9	1	Each	Year 2 Hardware Maintenance	
10	1	Each	Year 3 Non-warranty annual maintenance and support for the software acquired under item 1 above – On-Premises Solution	
11	1	Each	Year 3 Non-warranty annual maintenance and support for the software acquired under item 2 above – SaaS Solution	
12	1	Each	Year 3 Hardware Maintenance	

Total Offer Cost _____

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ATTACHMENT F: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

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

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

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

2) CONFLICT OF INTEREST

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

3) E-VERIFY

Pursuant to N.C.G.S. §143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

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

Signature:

Date:

Printed Name:

Title:

RFP NO. 50-NCCCS-073020

ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

- a) **Will any work under this Contract be performed outside the United States?** YES NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

- b) **The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States** YES NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

- c) **Identify all U.S. locations at which performance will occur:**

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ATTACHMENT H: REFERENCES

REFERENCES:

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

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

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

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

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ATTACHMENT I: FINANCIAL REVIEW FORM -RESERVED

ATTACHMENT J: FIRM'S TAX IDENTIFICATION INFORMATION

Request for Proposal #

[Enter Proposal Number]

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name



STATE OF NORTH CAROLINA

N.C. COMMUNITY COLLEGE SYSTEM
BUSINESS & FINANCE DIVISION
PROCUREMENT SERVICES SECTION

Solicitation Addendum

Not Necessary to Return Addendum with bid response

Solicitation Number: 50-NCCCS-073020

Solicitation Description: Enterprise Content Management System Replacement

Solicitation Opening Date and September 21, 2020

Time: 2 p.m.

Addendum Number: 01

Addendum Date: September 3, 2020

Contract Specialist: *Ruth Risser*

risserr@nccommunitycolleges.edu

-
1. Due to the Labor Day Holiday, the Vendor written questions deadline is changed to September 8th by 4:00 pm Eastern Time.



STATE OF NORTH CAROLINA

N.C. COMMUNITY COLLEGE SYSTEM
BUSINESS & FINANCE DIVISION
PROCUREMENT SERVICES SECTION

Solicitation Addendum

Not Necessary to Return Addendum with bid response

Solicitation Number: 50-NCCCS-073020

Solicitation Description: Enterprise Content Management System Replacement

Solicitation Opening Date and October 9, 2020

Time: 4 p.m.

Addendum Number: 02

Addendum Date: September 11, 2020

Contract Specialist: *Ruth Risser*

risserr@nccommunitycolleges.edu

-
1. Due to the number of vendor questions submitted and to allow additional time for college input, the deadline for posting vendor responses has been extended until Friday, September 18, 2020 at 4:00 pm and the Solicitation opening date has been extended until Friday, October 9, 2020 at 4:00 pm.



STATE OF NORTH CAROLINA

N.C. COMMUNITY COLLEGE SYSTEM

BUSINESS & FINANCE DIVISION

PROCUREMENT SERVICES SECTION

Solicitation Addendum Vendor Question Responses

Please Return Addendum with bid response

Solicitation Number: 50-NCCCS-073020

Solicitation Description: Enterprise Content Management System Replacement

Solicitation Opening Date and Time: October 9, 2020
4 p.m.

Addendum Number: 03

Addendum Date: September 18, 2020

Contract Specialist: *Ruth Risser*
risserr@ncccommunitycolleges.edu

Responses are intended to be a range based on individual college needs and current platforms installed. This will be a convenience contract to address what the individual colleges may need as a possible solution for a replacement or new implementation. Colleges will choose what options to implement.

REFERENCE	VENDOR QUESTION	NCCCS RESPONSE
RFP section: 2.1 INTRODUCTION Page Number: 4 The proposal is for either an on-premises solution or a Software as a Service (SaaS) Solution.	Please suggest which one you prefer between Cloud and On Premise. Also please specify the number of full time and part time users.	This is for 58 community colleges, some are in the cloud, others will need an on-premises solution. We are asking vendors to provide both. If you only have one or the other, please propose your solution. Average per college FT= 224 PT=265 Individual colleges vary from smallest amount FT = 18 PT= 2 To largest amount FT= 601 PT = 1005

<p>RFP section: 2.1 INTRODUCTION Page Number: 4 Unless specifically provided, all costs provided shall apply to all Community Colleges and the System Office of the NC Community College System.</p>	<p>Please confirm if the vendor needs to provide the cost for implementation for all the 58 colleges, in the proposal.</p>	<p>The cost for implementation should be per implementation for the possibility of up to 58 community colleges</p>
<p>RFP section: 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS Page Number: 7 The proposed solution should integrate with industry standard database technologies including but not limited to Microsoft SQL, Oracle, Sybase, and Unidata® (Rocket Software).</p>	<p>Please confirm if vendor can propose a system which can integrate with Microsoft SQL and Oracle only.</p>	<p>Microsoft SQL and Oracle will work for some colleges. Some colleges use on-premises Unidata for our Colleague® ERP system. Unidata is an integral part of Community College operations Some colleges do have a secondary SQL database that can be used.</p>
<p>RFP section: 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS Page Number: 7 The colleges currently use several document imaging platforms, and the proposed solution should provide comparable functionality to existing products currently in use at the community colleges including, but not limited to, the following: SoftDocs modules (Etrieve®, Etrieve Central, Etrieve Content, Etrieve Flow, Etrieve Forms, Etrieve Security, DoceServe, ArchiveBuilder), AutoFile®, DocEscan, Hyland Onbase®, TeamIA, and Image Now.</p>	<p>We understand that the New ECM solution will replace these systems. Please confirm if our understanding is correct.</p>	<p>It will be a replacement for the components/platforms the community colleges choose based on price and functionality. This convenience contract is for colleges seeking a replacement to their current system. A migration path will be a requirement for colleges choosing a replacement solution. A college that does not currently have an ECM may choose a Vendor to “install” an ECM from the Vendor(s) awarded a contract under this solicitation.</p>
<p>RFP section: 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS Page Number: 8 In addition to web forms, software can use Adobe PDF forms, to include the ability to pre-populate Adobe forms with information</p>	<p>Please share few examples/use cases where you would like to use this.</p>	<p>Individual college responses:</p> <ul style="list-style-type: none"> • Some Federal and state documents require we use their official PDFs, e.g., tax forms. • Microsoft Forms for several internal and external facing applications • A user has a printed form and scans it in PDF format and uses

		<p>it as an electronic form to be pre-populated with information held in the college Information System (CIS) database and then routed for signatures.</p> <ul style="list-style-type: none"> • Pre-populate with Student data, or employee data such as First Name, Last Name, etc. • Pre-populated forms for students for many Student Service uses; such as but not limited to Financial Aid, Registrar, First Year Connections etc. The use cases will vary by department(s) from Course Substitutions, Grade Changes, Program Changes, Completing FA Required Forms et. • At least one college’s current eForm has links within Ellucian Colleague Self-Service. A script associated with the eForm is executed to establish who is logged in and pre-fills the eForm with the appropriate information. These fields are protected so the college s the person logged in is the person who submitted the eForm. • Typically, internal forms for faculty/staff use only. • The ability to pre-populate Adobe forms would enhance the collection of data from students. If the system could allow student login, and then pre-populate forms with standard information, last name first name address etc it will be more user friendly for the students.
<p>RFP section: 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS Page Number: 8</p>	<p>Please confirm the number & complexity type of workflows required to be automated by the solution.</p>	<p>Number of workflows will vary per college.</p> <p>Individual college responses:</p> <ul style="list-style-type: none"> • For 1 college:

<p>Describe how software allows users to configure workflow processes for multiple points of automation</p>	<p>If you can share process flow diagrams or process chart that would be helpful.</p>	<p>86 workflows 126 imports 40 automations 100 electronic forms The complexity varies</p> <ul style="list-style-type: none">• One college has CCP, FERPA, Add/Drop Classes, and Travel. Numerous approval flows. Ability to integrate with non-college employees (high school principals, counselors, parents)• The colleges have differing numbers of workflows and complexity levels. At one college, workflows are used mainly for approvals. Thus, a form would need to travel through the appropriate workflows to gather multiple approvals. On the student side, the student may submit a form and it may need to go through a workflow chain to be properly processed in various systems• Business Office: checks, requisitions and P.O., etc. Student Services: application and transcript documents, graduation, etc.• Drop form, travel form, automated not manual flows from student to advisor to faculty and back to advisor, proxy access so an admin support person can submit a form for an executive.• The current ECM solution contains hundreds of workflows ranging from very simple to extremely complex.• There are currently E-Form Workflows for Financial Aid. Once the pre-populated form is completed by the student it routes to the FA Technician and continues to the supervisors for final approvals. Then it communicates back to
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		<p>Colleague to update the student’s record. After, the document auto-files into the student’s electronic folder. But there is interest in implementing more workflows in other areas of Student Services</p> <ul style="list-style-type: none"> • Laserfiche Forms Workflow and Laserfiche Rio Workflows are used; There are around 100 combined workflows. • The goal would be to implement dozens of workflows. These should include direct links, broadcasts, conditional actors, and data exports. • Some colleges may choose to use workflows for receiving application data from students. Other possible use cases include electronic timesheets, vacation leave submission, or other business processes that are currently done with forms. • 50 with more being added on a regular basis. Currently these are all related to forms that were previously completed via fillable pdfs or paper and routed manually. • One college plans to move as many of these as possible to an automated form/workflow solution. Currently, the number of steps in a workflow varies from as simple as 2 steps to as many as 9 steps.
<p>RFP section: 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS Page Number: 8 Software must scan documents simplex, duplex, bitonal, grayscale, and color.</p>	<ul style="list-style-type: none"> • Will Scanning & Digitization be centralized or distributed? If distributed, then at how many locations? • Number of users who would be accessing the scanning software. 	<p>Both centralized and distributed scanning and digitalized will be used based on college need. Each college has multiple locations. Number of users will be determined by individual colleges and will vary based upon the business needs of the implementing college.</p>

	<ul style="list-style-type: none">• The 'scanning' services would not be done by us. It will be done by your employees or any third-party vendor. Please confirm if our understanding is correct.	<p>Individual college responses:</p> <ul style="list-style-type: none">• Approximately 10-100 users at each college.• Scanning should be a part of the proposal.• Some Departments will centralize the scanning and some will distribute.• One college currently has less than 50 scanners on campus• Another college has distributed scanning with approximately 30 scanners and end users. Each user has their own scanning license even though there are multiple users per scanner.• Other users simply access the web interface to research/download information.• At least one college would like option to be able to fill a “bank box” and send to vendor for scanning/indexing.• Another college does batch scanning at scan stations currently. However, some employees have scanners at their workstations that allow them to do single document scanning or importing via their computer. scanning is either performed by the college or the college contracts out to a third-party vendor.• At one college, scanning is distributed throughout many departments across six campuses and other smaller locations. There are more than 50 scanners in use across all locations.• Colleges may provide the scanning hardware, but the ECM should have the ability to utilize the hardware in order to scan documents into the ECM. Users would actually be doing
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		<p>the scan, but the software must be able to capture data off of scanners.</p> <ul style="list-style-type: none"> • The scanned documents would be housed in one central location. Staff and faculty should have access to documents based on their permissions, but a fraction will need to do the scanning directly. Maybe 20 to 30 would be doing the actual importing. The scanning would be done by employees, not the vendor. • Distributed at ~40 locations. • Up to 80 because each location may have more than one person scanning. • One college plans to scan our documents in house. • This depends on how users are identified. If for employees only and the licensing is concurrent users, 50. If each individual user, 625. • Apprx 25 Scanners
<p>RFP section: 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS Page Number: 9 Software should provide a secure external portal for external users to participate in the workflow process. Explain the functionality available on the external portal and how authentication is handled.</p>	<p>Please share the use case for this requirement.</p>	<p>Colleges use external portals for communication and data collection from student’s faculty and staff. That participation includes following up for additional information. Having a secure external portal for students to check on the process and progress of their documentation is desired.</p> <ul style="list-style-type: none"> -Parents - Financial Aid and other Documents -High School Principals need to sign Career and College Promise (CCP) Documents or Early College documents - Service contracts for external vendors - Off-site clinics for nursing etc. <p>Individual college examples:</p> <ul style="list-style-type: none"> • A potential student needs to fill out and sign a form as part of the workflow for that particular form.

		<ul style="list-style-type: none">• Users need to use a managed credential that is shared with other systems on campus for ease of access. There needs to be a way to manage external users easily and without conflict with internal user accounts.• Individual college responses:• High school principals and counselors need to be able to login with external 3rd party authentication (Microsoft) for forms and approval flows. This could also include parents' ability to login to access particular forms and approval flows.• The external portal cannot be the actual server that is used for internal purposes as the college needs to limit access to documents. This can be accomplished by a reverse IIS proxy as at least one college is doing. <p>Example: A high school counselor could have access to process a document in a workflow for a CCP student who is trying to apply/register at a college.</p> <p>Example: A high school counselor could log in and submit documentation (i.e. transcripts).</p> <p>Example: Students would be able to log in to a portal and submit documentation.</p> <ul style="list-style-type: none">• An application for employment. Scholarship application for people who are not yet students but have applied.• The system should be securely available from outside the network. For example: The registrar may send a form to a student that requires information or signature. The
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		<p>student should be able to complete the form without being on campus directly connected to the network. The student would need to authenticate through the browser/cloud.</p>
<p>RFP section: 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS Page Number: 9 Describe how the software can integrate with Enterprise Resource Plan (ERP) platforms including, but not limited to, Ellucian Colleague®, Ellucian Banner®, Salesforce and ServiceNow, to pull both Student and Employee information. Describe how integration will be accomplished.</p>	<p>Apart from the applications mentioned here, please confirm if there are more applications with which the solution needs to integrate? If yes, please share the list of other 3rd party applications (along with integration use case) with which the proposed ECM needs to be integrated.</p>	<p>The following is NOT a complete list:</p> <ul style="list-style-type: none"> • Ellucian Ethos • Softdocs DocEserve • CFNC • NeoGov • Also need to pull Vendor Information from Colleague • Other third-party applications may include DocuSign, EAB Navigate, Microsoft Office (Outlook, etc), • Integration with Ellucian Recruit and other third-party CRMs, as well as Terra Dotta for International students and Study Abroad programs would be beneficial. • Hyland OnBase writes out to Datatel. • Unidata Connector
<p>RFP section: 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS Page Number: 9 Explain how the software can migrate images and indexes from existing enterprise content and document management systems.</p>	<p>Please provide the volume and the type of data/documents to be migrated/converted from the existing application to the proposed solution.</p>	<p>Standard file types to include but not limited to jpg, gif, png, pdf, doc, xls, TIFF.</p> <p>Individual college responses:</p> <ul style="list-style-type: none"> • 3.25 million documents 86 workflows 126 imports 40 automations 100 electronic forms 200,000 documents 1.5TB used to store documents • One college MS SQL database is 7.50 GB. The warehouse is from 2017-2020 (Sept) and the size is 380 GB with 1,391,846 files. • 200 GB of scanned material consisting of most all standard document and image types.

		<ul style="list-style-type: none"> • 675,000 documents in TIFF format • Vendor encrypted files; document count is in the 1M+ range. • This would require millions of documents (primarily .tiff) along with the associated metadata. This includes hundreds of different document types with different associated metadata and indexes. One college has approximately 2.4M documents • 6TB • About 1.5TB (unknown number of documents) • 200,000 documents • 200,000 • 1M+ • 1M • 2.5M • 2M+ • 2M+ • Roughly 100,000 TIFF files. They would be considered unindexed now. • 1 volume with several volume objects. PDF, .doc/.docx, .xls/.xlsx, jpeg, TIFF • Migration would be included. There are roughly 78,000 documents in the system and three active workflows and e-forms that would need to be migrated. • 750,000 documents • 200,000 documents will need to be migrated and converted. • 331,859 and growing daily • 560,760
<p>RFP section: 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS Page Number: 10 Describe the proposed solution’s technical architecture – specifically production,</p>	<p>Can we take production, development & test environments? If more environments (e.g. UAT, DR etc.) are required, then please share.</p>	<p>Proposed solution’s technical architecture should be described based upon standard implementation. Vendors should outline what their standard install environment looks like, is there a test environment? Is there a</p>

development, and test environments.		development environment outside of the production environment? Most colleges responded with production and test environments. 3 colleges included development environments
	Can you confirm that the current solution is ECM Documentum 6.7?	No, the current solution varies by school. .
	We don't see any databases on the NCDIT catalog – is this correct?	NCDITs catalog appear to support IBM DB2 mainframes, Oracle, Unidata, and MS SQL. However, this is an NCCCS solicitation, not NCDIT. We are unclear on your question.
	Best practice says that high-risk data should be stored on completely different systems to medium or low risk. Does NCCC want pricing for systems to manage high-risk data only? Or hosting costs to provide one low, one medium, one high for each location (i.e. 3X the hosting costs)?	Colleges have all 3 levels - Low, Medium, and High Risk data. All data will be encrypted at rest.
	While we still support SAML, the industry is moving towards OAuth 2.0 which is largely replacing it. Is OAuth 2.0 acceptable for authentication and SSO or should we assume SAML?	Due to the varied implementations of 58 community colleges It should be assumed that there will be varying authentication solutions depending on the individual college. SAML for some colleges; for other colleges OAuth 2.0. Both should be provided if possible. Individual college responses: <ul style="list-style-type: none"> • One college wants a solution that can integrate with Microsoft Azure AD or on-prem Active Directory. • SAML • SAML 2.0 compliant
	We are moving towards docker and Kubernetes for virtualization and auto-	The contract is NOT with NCDIT, but is a convenience contract from which each college can choose a vendor that provides what it needs. Therefore,

	scaling. Are these used by NCDIT?	each college is different. At least one college indicated a “no”; another “VMWare”; and a third, “yes”.
	Are “blockchain anchored digital credentials to instantly validate the authenticity of any document” an essential component / feature of the solution? How about other (more efficient) ways to validate authenticity of any document?	<p>Include information about document authentication process in your proposal.</p> <p>Individual college responses:</p> <ul style="list-style-type: none"> • A simpler key pair system is used by one current local solution. • Any way to check the authenticity of a document may be acceptable as long as it is a well-known, secure, and audited process.
	Does the existing system support annotations and markings? If so, are these required to be migrated?	NCCCS uses annotations, and yes, they should be migrated.
	What are the details of the Oracle operating system that is listed? Is this Oracle Enterprise Linux? If so which versions?	Some colleges do not use Oracle. Some colleges use Solaris V10 and V11. The operating system and version is individual to each college.
	Can you provide an example of the kind of digital credentials or credential providers you would like to integrate with?	<ul style="list-style-type: none"> • Not an all-inclusive list:AD • On-premises Microsoft Active Director for authentication and 3rd Party Microsoft authentication for High School Principals & Counselors • ADFS • OAuth 2.0 providers • Classlink • Active Directory, ADFS, Shibboleth • Active Directory/Azure AD • Comodo certificates for secure traffic.
	How many users should we be pricing for? While license costs are unchanged by volume (except for discounts available to us and passed to you), hosting costs are	<p>Individual college responses: (Not all-inclusive)</p> <ul style="list-style-type: none"> • 601 FT and 1005 PT employees. • Last year’s student count for the year was 22,005

	<p>hugely affected. For instance, hosting costs for 50 users are approximately 10X larger per user than for 1000 users.</p>	<ul style="list-style-type: none"> • Access to forms and workflows will need to be granted to all users • Approximately 200 • One college has 12,000 accounts to include students that need to access particular forms, but there are only 30 internal scanning users and an estimated 30 additional power users of the software. The college does not anticipate 12,000 accounts being in use at any time, but the solution needs to be scalable so that it can be increased if performance is poor. • Approximately 500 • 20 • Depends entirely on how users are licensed. It could be 100-2500. • 700 employees and 4000+ students • 200+ • Hundreds of users that share approximately 140 licenses. • 100 • For one college, the solution needs to be open to all employees. 178 users at the current time, but that fluctuates heavily with the time of year due to adjunct instructors. • 30 users will need a license.
	<p>What is the scope of an implementation that we should quote for?</p>	<p>The scope should include but not be limited to the planning, migrating, implementing, testing, and supporting a new/replacement ECM system for the NCCCS colleges that choose a new or replacement system</p> <ul style="list-style-type: none"> • Campus-wide. • Full migration / duplication of currently used system. • Individual college responses:

		<ul style="list-style-type: none"> For one college, the MS SQL database is 7.50 GB, and the warehouse from 2017-2020 (Sept) is 380 GB with 1,391,846 files. The implementation would include Student Services and the Business Office.
	Is migration included in this effort? How many documents?	Yes, data migration needs to be included. See response above, for number of documents per individual colleges.
	Will there be a teleconference to answer questions and review the requirements for the RFP?	A teleconference is not currently scheduled. Responses to questions submitted will be posted to the Interactive Purchasing System (IPS) website.
Under section 2.1 Introduction	"The proposal is for either an on-premises solution or a Software as a Service (SaaS) Solution." Does the NCCS mean cloud solution when it says SaaS?	Yes
	Our solution works both on premise as well as cloud - can we submit a proposal for both?	Yes, some colleges are not in the cloud yet and will require an on-premises solution
	Are all 58 colleges going to be granted to one vendor or will multiple vendors be considered?	It is the intent to award to multiple vendors but that will be based on evaluation results of bid proposals.
Section 2.1, Page 4	The RFP provides that "This solicitation will result in an Agency Specific Term Contract enabling the System Office and 58 North Carolina Community Colleges (hereinafter individually known as the "Entity" and collectively known as the "Entities") to purchase a replacement for a document imaging system." Accordingly,	An Agency Specific Contract is intended to allow the colleges more competitive pricing, enhanced deliverables, and options on modules/platforms needed for the individual college, as well as standardization. Agency Specific Contracts usually, but not always, result in multiple vendors and products for the colleges to choose from that will best meet their individual needs. A justification for not choosing one of the vendors from an Agency Specific

	<p>please confirm that the North Carolina Community Colleges will have the option to but will not be required to implement the solution selected as result of <u>this RFP</u>.</p>	<p>Contract is required if a college chooses to replace their current system.</p>
<p>Section 2.1, Page 4</p>	<p>The RFP provides that the State reserves the right to make partial, progressive or multiple awards. Please describe under what circumstances the State would make a partial award.</p> <p>Please describe under what circumstances the State would make multiple awards.</p> <p>Please explain what is intended by the phrase “progressive awards” and explain under what circumstances the State would make such awards.</p>	<p>Partial Award means an award for some of the items within the bid solicitation. A Vendor might not be able to supply all items but the items they offer may be in the Purchasing Agency’s best interest to award what they can supply.</p> <p>Progressive Award means an award of portions of a definite quantity requirement to more than one Vendor. Each portion is for a definite quantity and the sum of the portions is the total quantity procured. A Progressive Award may be in the Purchasing Agency’s best interest when awards to more than one Vendor for different amounts of the same item are needed to obtain the total quantity or the time or times of delivery required.</p> <p>Multiple Award means awarding a contract to more than one Vendor for the same items when it may be in the Purchasing Agency’s best interest to do so.</p>
<p>Section 3.1.1, Page 4</p>	<p>Specifications should be written to provide clear direction to proposers and provide a basis on which all offers can be reviewed and scored. The RFP provides that “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</p>	<p>This language has been a part of the State’s bid solicitation documents for years. In simple terms and to clarify: It means the vendor can’t substitute poor quality goods/services simply because the State didn’t include every specification in the solicitation.</p>

	<p>practice is to prevail and only processes, configuration, material and workmanship of the first quality may be used.” This specification is unclear, impermissibly vague, and open to multiple interpretations which could make it impossible to score offers. Please remove or revise this specification and instead <u>state clearly what the State intends offerors to provide.</u></p>	
Section 3.4, Page 9	Can you please provide details on the types of documents, format of documents, index fields and quantity of documents to be migrated as well as if any annotations will need to be migrated, and if so, which annotations?	<p>Individual college responses:</p> <ul style="list-style-type: none"> • Yes, include annotations PDF, Tiff, jpg, word, excel, txt, png, doc, unity, jpeg, PowerPoint, • Index fields are: ID #s, General Ledger “GL” Codes, Course section #s, grant #'s, Sponsor ID, Vendor ID, SSN • At least one college would entertain a redesign of tagging and annotating upon a migration. • Encrypted file format, index fields include ID, first, last, email, SSN, other attributes include Section, Section Name, Term, Financial Aid year, etc. Sticky notes, redaction, etc. • See additional responses above, for the number of documents.
Section 3.4, Page 9	What is the process for responding vendors to review current document management repositories and migration requirements to ensure an accurate project proposal and scope?	<p>Once a vendor is selected by an Entity and proper security clearance is granted, the vendor would be allowed to enter into a discovery phase to properly scope the project.</p> <p>Individual colleges have varying processes</p>

Section 3.4, Page 7	Do you require solutions that allow for the automatic capture, indexing and filing of documents from Ellucian Colleague or Banner through Doc e Serve? If not, how do you plan to capture and file checks, purchase orders, transcripts, etc. from Colleague or Banner into the document management solution?	<ul style="list-style-type: none"> • Yes. Several colleges use Doc e-Serve Doc e Serve is sed to capture and file checks, purchase orders, transcripts, and registration statements. (This may not be an all-inclusive list.) The same functionality is needed in the proposed solution. • At least one college has an OCR Solution from Hyland OnBase. Etrieve Autofile documents. OCR is a solution that college wants to use in Admissions for many types of transcripts, such as, High School, College, University, Military, CLEP, Etc. • A solution to capture checks, po's, transcripts, etc. should be automatic.
Section 3.4, Page 9	Can you please provide details on the departments and processes where solution deployment and configuration is required?	<p>Departments, including but not limited to: Payroll, HR, Student Services, Financial Aid, Disability Services, Career Services, Advising, Accounts Payable, Accounts Receivable, General Ledger, Budgeting and Finance, Purchasing, Inventory, Shipping, All of Continuing Education, Curriculum Law Enforcement, Nurse Aide, OTA, President's office, IT, Admissions, Registrar, Business Office, Cashier, Grants and Contracts, Disability Services, Veterans Resource Center, Graduation, Compliance and Audit, and Academic Departments for syllabi, Grade Changes, Grade appeals, Course Origination documents, and others.</p> <p>Business Office: checks, requisitions and P.O., etc.</p> <p>Student Services: application and transcript documents, graduation, etc.</p>
Section 3.4, Page 8	Please explain your use cases for check-in/check-out and versioning.	<ul style="list-style-type: none"> • As changes to forms are made, the old form should either be in use or backed up so it is easy to

		<p>revert to a previous version. Same for workflows.</p> <ul style="list-style-type: none"> • Check-in and check-out would be useful in the case that you would not want more than one user to be able to edit/modify a document at a time. Versioning would be used in the case that changes were made that needed to be reverted. • Versioning would be helpful for documents that change annually, etc. • It is possible for multiple employees to be processing a student record at the same time. Check in/check out versioning is needed. • The ability to track each step or change to documents – audit trail
<p>Section 3.4, Page 8</p>	<p>Please explain use cases for security based on index fields.</p>	<p>Individual college responses:</p> <ul style="list-style-type: none"> • Allow ECM administrators to create or edit data for indexes. • Student Services are allowed to change the ID number of Student but no one else. • HR can change the ID number of an Employee etc • If SSN or student ID are the index field they need to be secured along with other PII • One college needs to be able to limit document types to specific users or groups of users. • Not all users have access to certain pieces of data (i.e. DOB). In those cases, security based index fields may be needed. • A faculty member should be able to see only grade change forms they submitted. An employee should be able to view only travel approval & reimbursement documents for

		<p>their own travel. A student should be able to see only selected documents pertaining to them (FERPA release, Financial Aid affidavit, etc.).</p> <ul style="list-style-type: none"> • Lock access to documents based on certain criteria of the document. Lock out access to people not involved with certain program codes for example. • Conceivably this would also allow students and employees to view their own documents in the repository, without them having access to the documents of their peers.
Section 3.4, Page 8	Please explain use cases and document types that will be dragged and dropped from Gmail. Also, do all users leverage Gmail or just some?	<p>Student and Employees use Gmail an official email solution. PDF, Word, jpg, tiff.</p> <p>Individual college responses:</p> <ul style="list-style-type: none"> • A student sends their DL to Business office via email. Essay for Scholarship. The examples are endless • Some colleges use Microsoft Office 365 for email. Users can drag/drop from the desktop. • Students email PDFs
Section 3.4, Page 8	Please explain use cases for barcoding and separator sheets. Are there particular departments or areas where this functionality is needed more than others?	<p>It would be used for centralized bulk scanning so that each packet can be separated by a barcode or separator sheet.</p> <p>Barcoding and separator sheets could have uses in Finance and Bookstore processes.</p>
Section 3.4, Page 8	If possible, please provide examples of how you will use index validation.	If you're scanning a student document, the System will detect if the Student's ID number is in the system, If the ID number is not in the system, what happens to the scanned document?

		<p>Student ID must exist in ERP, Employee ID must exist in ERP, General Ledger "GL" codes must exist in ERP, etc.</p>
<p>Section 3.4, Page 9</p>	<p>If possible, please provide examples of how an external portal will be used by your user community?</p>	<p>Individual college responses:</p> <ul style="list-style-type: none"> • -Parents - Financial Aid and other Documents -High School Principals need to sign Career and College Promise Documents or Early College documents - Service contracts for external vendors - Off-site clinics for nursing etc need to sign agreements • One college has CCP, FERPA, Add/Drop Classes, and Travel. Numerous approval flows. Ability to integrate with non-college employees (high school principals, counselors, parents) • Another college needs high school principals and counselors to be able to login with external 3rd party authentication (Microsoft) for forms and approval flows. This could also include parents' ability to login to access particular forms and approval flows. • The external portal cannot be the actual server that is used for internal purposes as the college needs to limit access to documents. This can be accomplished by a reverse IIS proxy. • For participation in the workflow process as well as signing of forms by outside individuals. • Users log in with their college credential; external users would need a way to interact but not conflict with current credentials

		<ul style="list-style-type: none"> • Students that need to be able to submit a course drop form or employees who need to submit a leave form from home.
Section 3.4, Page 9	If possible, please provide process examples of where a digital signature pad will be used?	<p>Currently, iPads are taken to clinical sites to have the site administrator sign off on a student's performance reviews. Some colleges do not currently use digital signature pads but are open to exploring use cases.</p> <p>For users who do not have logins but need to digitally sign their documents.</p>
Section 3.4, Page 7	What are the solution names and versions all schools are currently using for ECM?	<p>This may not be a complete list.</p> <ul style="list-style-type: none"> • Softdocs Modules • Etrieve 2020 (updated in Aug 2020) • ArchiveBuilder • Doc e Serve • Doce e Scan • Etrieve Reporting • AutoFile 19.12.0 (2 instances) • Hyland OnBase 18 • Perceptive Content v7.15 • Softdocs Etrieve 2018.4 • Laserfiche Forms Workflow and Laserfiche Rio Workflows. • AutoFile • TeamIA • Image Now.
Section 3.4, Page 7	Are current ECM systems currently running in a Cloud environment or On-Prem?	On-Premises and Cloud environments both exist, depending on the college.
Section 3.4, Page 7	What operating system are current ECM systems running on?	<p>Server 2019 Windows 2019 Datacenter Windows Server 2012 R2 Windows Server 2016</p>
Section 3.4, Page 7	What database platform and version are current ECM systems running on?	<ul style="list-style-type: none"> • SQL 2019 • SQL Server 2012 • SQL Server 2016 and Laserfiche Server 10.2 • MS SQL 2016

Section 3.4, Page 7	What ERP application is each institution using and what is the version, operating system and database?	See above response <ul style="list-style-type: none"> • Ellucian Colleague 18 • Solaris 10 • Database Colleague/Unidata 8.1, 8.1.2 • Colleague 8.1.2 in a Solaris 10 zone under Solaris 11. • RHEL server
Section 3.4, Page 7	What departments at each institution utilize the ECM solutions?	See above.
Section 3.4, Page 7	How many total document types are to be migrated?	Individual college responses: 1040 285 100+ 244+ Approximately 600 types 309 274 Approximately 350 Approximately 800
Section 3.4, Page 7	How many total documents are to be migrated?	See response above for number of documents per individual colleges.
Section 3.4, Page 7	What is the total document storage size that will need to be migrated? Should storage be rated and partitioned per institution or per the entire NCCCS system?	Per institution, storage size depends on the individual college Individual college responses: <ul style="list-style-type: none"> • 10 TB • 45GB • 2TB • 1.5TB • 3TB • At one college, the current total document storage size is 1.1 TB Production, and storage is required that is not available to other institutions. • Size of files to be migrated is 500 gigabytes • Approximately 1.5TB • 300 GB • Approximately 325 GB • 54.2GB

Section 3.4, Page 7	What file formats are the current ECM contents stored in and are they to be converted to a different format for storage?	<ul style="list-style-type: none"> • tif, .jpg, .pdf, .docx, .xlsx, .bmp, unity, jpeg, pdf • Mostly PDF • For some systems, files are encrypted
Section 3.4, Page 7	Do you anticipate needing data transformation (pertaining to ID lengths, formatting, null values, date or naming conventions, etc.) included in your migration?	<p>This will vary by the individual colleges, some will not require transformation, other colleges may require transformation.</p> <p>Individual college response: Yes, conversion from a proprietary file type</p>
Section 3.4, Page 7	What primary method of capture (Scanner, MFP, FAX, email, etc.) are you utilizing within your current ECM solution?	<p>Scanner, MFP, email, imports, documents from shared network folders</p> <p>Desktop Scanning, auto imports, flat file imports, form inputs, drag and drop fillable forms, uploading documents as attachments to a form</p> <p>Ellucian Colleague ERP and scanner.</p> <p>Electronic Forms</p>
Section 3.4, Page 7	How many physical locations is the current ECM solution implemented in?	<p>Each college will have 1 physical location with multiple offices.</p> <p>Exceptions:</p> <ul style="list-style-type: none"> • 2 physical locations • Enterprise application in multiple buildings across 3 complexes of campus. The goal is to access from any location via the Internet. <p>Example: 1 physical location + 30 offices for one of our colleges.)</p>
Section 3.4, Page 7	What document management components have been licensed with the current ECM solution, and have they all been implemented? If not, please indicate.	<p>Varies by college.</p> <ul style="list-style-type: none"> • Forms, workflow, automation, security • Scanning • Printing • Indexing • Document Indexing and Repository • Fillable forms • Outlook integration

		<ul style="list-style-type: none"> • Colleague UI integration • API integration • Workflow • File Cabinets • Reporting • Scheduling / Timers / Notifications • One college has everything but reporting. • One college has Retention Policy Manager and Business Insight.
<p>Section 3.4, Page 7</p>	<p>What separate applications is the current ECM solution integrated with now and how?</p>	<ul style="list-style-type: none"> • Colleague – SQL (ODS) • CFNC – flat file • DoceServe – flat file • Outlook • Colleague UI • Colleague API • Import information from flat text files • Microsoft (3rd Party Authentication) • Biztalk • Auto-captures and auto-files documents printed from Colleague • Ellucian Colleague and EZSpooler. • Informer- Autofil keyword sets are pulled from Informer to populate data in forms. Informer for reports from our ECM Is also used • Colleague and Laserfiche PSI GEN used for updating student records and for processing checks in Financial Services. • There is no direct integration at one community college. Reports out of the ERP fill in tables for the SQL backend.

		table on the ECM SQL backend from which reports can run.
Section 3.4, Page 7	How many workflow queues are used within each of the current workflows and do any of them have any unique functions other than routing? If so, please indicate those functions.	<p>Individual college response:</p> <ul style="list-style-type: none"> • Of the 50+ workflows, there are an average of 4 queues. They are for load balancing, approvals, updating keywords, etc. • Ability to update a field on the document, Sent email, export data • 1 per form • Each workflow is unique. Some examples are: load balancing, email specific people, email attachments, workflows monitoring and executing other workflows • 1 queue per workflow • A visual interface that builds the workflows. Each step can have multiple rules. There are possibly thousands of routing rules if you consider each person in a group as a rule.
Section 3.4, Page 7	Are the colleges currently using any electronic forms? If so, please indicate the forms that are in use and whether you would prefer to migrate them.	<p>Migrate all electronic forms</p> <p>Individual college responses:</p> <ul style="list-style-type: none"> • 100 electronic forms. • Current and upcoming forms include CCP, Ferpa, Add/Drop Classes, Travel Request and Travel Reimbursement • Microsoft Forms • Adobe Sign • Approximately 100 electronic forms that would need migrated. • Onbase Unity forms, yes to migration • Yes migrate. Bookstore Order Form. Drop/Add, and Leave Requests. • Application for Graduation, Authorization to Change or Remove Grade, Catalog Program and Non-Program

		<p>Change Form, Change of Advisor, Change of Catalog Year, Change of Major, Course Substitution Approval, eProcurement, eProcurement Received Order, Executive Professional Staff Performance Review, Facility Maintenance Work Request, Remote Access VPN Request, Security Key Request Form, Space Request Form, System Account Request. Yes to migrate.</p> <ul style="list-style-type: none"> • Registrar/Con Ed has 13 student related forms. • Human Resources has 10 employee and onboarding files. • The Business Office and Technology have several forms ready to roll out but have not yet began using in production environment.
<p>Section 3.4, Page 7</p>	<p>Is any reporting within or alongside the current ECM solution being utilized? If so, do any of them rely on the database and how?</p>	<p>Individual college responses:</p> <ul style="list-style-type: none"> • One college wrote its own report that utilizes sql queries for results • Etrieve Reports • Yes, the reporting is native to the application and the college cannot report on the database outside of the application. • Informer • At one college, the Business Insight reporting tool within Perceptive Content is used. Database access is required. • Informer for reports. Q SQL code is created and run in Informer • Yes. Information is pulled from the fields of the database in order to create the report, such as name, status, started by, etc. • Reporting is used to provide faux integration between the ECM and ERP. Leave Request

		<p>information is reported from the ECM.</p> <ul style="list-style-type: none"> • No • No, but there is interest in implementing
<p>Section 3.4, Page 7</p>	<p>Are any automatic importing procedures with the current ECM solution being utilized? If so, please indicate.</p>	<p>Individual college responses:</p> <ul style="list-style-type: none"> • Import users via AD with power shell script • Several scheduled Informer reports create files to be imported by our ECM • CSV, flat text files and Active Directory integration • Auto-captures and auto-files documents printed from Colleague • Business Office: checks, requisitions and P.O. • Check printing and copies and purchase orders are automatically indexed as they are part of the printing solution • A process to sweep network shares for documents is used. Some of these auto-index based on data within the document • Scanning to network drive and post workflow importing and both used. • Laserfiche Connector which maps fields from Colleague to import into Laserfiche Scanning to populate metadata while scanning. • Yes. Employee and Student security records are created via automation from Colleague data via csv files. Many are used to prepopulate Student, Employee and Vendor Search files for indexing and to prepopulate form values such as student schedules and faculty advisee's data.

Section 3.4, Page 8	What integration method are you currently utilizing to pre-populate forms today?	<p>Individual college response:</p> <ul style="list-style-type: none"> • Sql queries from ODS (mirror of Colleague) • CSV, flat text files and Active Directory integration • Autofills are used on several forms – it utilizes a call to list that is imported into the system on a schedule from Colleague via Informer. The college hopes to move this process to the API connection. • Built in SQL lookups • Login information is passed to eforms which triggers a script that uses a SQL table to return user information such as ID, Name, Address, Email Address, Etc. • Autofill Keyword sets created in Informer from data in Colleague. The college wants to pull the data directly from Colleague instead. A Unidata connector is needed. • The Forms solution provides initiator ID, name, and contact from a user object. Additional information can be obtained from a database call to an ODS or integration with Ethos. • Laserfiche Forms • SQL is populated with reports from ERP. Jquery is used to pull information into the forms.
Section 3.4, Page 8	Are any of your forms currently integrated with the systems listed in the RFP? If so, which forms and what data is being pulled to pre-populate those forms?	<p>Individual college responses:</p> <ul style="list-style-type: none"> • Looks at who is logged in, pulls ID, email, name, position information, gl code associated with position, address, supervisor, department • Students use pulls name, ID email, address • See additional comments above comments about the types of forms and pulling information

		<p>from CSV, flat text files and Active Directory</p> <ul style="list-style-type: none"> • API connection with Colleague to OnBase • Colleague • Eforms that are used are built on the Perceptive Content eforms platform. • Current forms integrate indirectly with ERP data via SQL-based ODS: Student data, employee data, vendor data, GL codes, faculty-class-student data, supervisor, etc.
Section 3.4, Page 8	Has NCCS deployed Ethos? If so, is there a requirement that the vendor be an Ellucian Certified Partner?	It depends on the college, some colleges have deployed Ethos, others have not, with some colleges currently implementing Ethos. Being an Ellucian Certified Partner is not required, but may be helpful.
Section 3.2, Page 5	What vendor security and audit attestations do you require from vendors to ensure NC, FERPA and GDPR are met (SOC, ISO etc.), as well as compliance with best practices for browser-based software and accessibility (WCAG 2.0, etc.)? Can you please provide details on your process to review and validate?	<p>This is listed under 3.2 SECURITY SPECIFICATIONS. The links provide vendors with necessary details.</p> <p>Additional college response:</p> <ul style="list-style-type: none"> • Cloud vendors SAS 70 Type II or comparable. • The ability to create a specific login for Auditors.
Section 5.1 b, Page 12	This section provides that “Vendor’s offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient.” Please remove the phrase “the intent of” in	<p>This approved State language and cannot be removed. “the intent of” is similar to the previous question regarding Section 3.1.1 page 4, which means the vendor can’t substitute poor quality goods/services simply because the State didn’t include every specification in the solicitation.</p> <p>While the intent is to include all specifications, the State may leave out a specification that is obvious to the vendor that it was erroneously omitted,</p>

	<p>this section as offers should be evaluated with regard to the compliance with the specifications, not the intent of the specifications. If not removed, please explain the difference between “the specifications” and “the intent of the specifications.”</p>	<p>and the vendor should include such specification in the bid proposal.</p>
<p>Section 5.2, Page 12</p>	<p>What % or point weighting will be allocated to each criteria category. Is further detail available on intended scoring methodology?</p>	<p>It appears that a Weighted Evaluation Method is being referenced. There is no language in this bid solicitation concerning points or percentages being allocated; the weighted evaluation method is not mentioned in this bid. Your question is unclear and vague as it pertains to IFB 50-NCCCS-073020. Please re-read the evaluation criteria section on providing the <i>Best Value</i> to the State.</p>
<p>Section 5.2 a, Page 12</p>	<p>Section 5.1.a. provides that only offers responsive to the requirements will be considered and Section 5.1 b. provides that only offers that substantially conform to the specifications will be eligible for consideration. The number one evaluation criteria is “Substantial Conformity to Solicitation Specifications.” Because only offers that substantially conform to specifications will even be evaluated, how does the State intend to evaluate this criteria? Will all offers that make it to the evaluation stage be given full points for this section? If not, how will the points be allocated?</p>	<p>This question is unclear as to how it relates to this IFB. There is no language in this IFB concerning points. The evaluation and determination of substantial conformity are based on how well a vendor describes and explains how a vendor meets each specification.</p>
<p>Section 4.1, Page 11</p>	<p>How should License Fees costs be calculated? Will Licenses be segmented per</p>	<p>Total license fees for all 58 colleges should be considered for pricing calculations with the individual colleges</p>

	individual institution, or a single license to deploy all 58 Entities? If per each institution, can NCCCS provide details on enrollment numbers per each College.	being responsible for paying the fee based on enrollment numbers. Individual college responses: <ul style="list-style-type: none"> Last year's student count for the year was 22,005 1 license would cover each school
Section 4.1, Page 11	In order to estimate Transition Costs, the number of Documents in the existing solutions will be needed to determine migration method and amount of time needed to facilitate a data Transfer process. Can you advise on number of Documents at the institution level, or an aggregate number across all 58 Entities?	See above responses for individual college responses.
Section 4.1, Page 11	Training and Implementation Costs are commonly based upon a department specific deployment. Will each NCCCS Entity be allowed a certain number of department configurations during the initial implementation period?	A per hour training cost should be submitted. Training needs will be based on individual college needs for training Individual college response: <ul style="list-style-type: none"> One college requests that the vendor providing the training allow recording for future use.
Section 4.1, Page 11	As it relates to product Training Costs, will NCCCS or its Entity Colleges assume responsibility for user training after the initial implementation period. How should vendors account for additional training services and configuration support as Colleges scale up from initial platform Launch?	Some additional training may be necessary, depending on the college. Provide a per hour training cost that will be applicable to all colleges, regardless of training hours needed. Yes, training is contracted individually with the college. Individual college response: One college can do some of its own training but may need additional assistance.
Section 4.1, Page 11	Does NCCCS desire to establish a common license bundle that can be applied	Each college will choose; while some colleges will choose a la carte, other colleges will choose a bundle option

	to each institution, or is the intent to establish a price list of all available license components and professional services that can be chosen on an a la carte basis by each Entity college?	
Section 4.1, Page 11	The RFP provides that travel expenses should be included in the event that on-site visits become necessary in the future, but that only remote implementations and training are currently required. Please describe how the anticipated future travel costs will be used in evaluating the "cost" component of offers.	Due to COVID-19 restrictions currently in place, anticipated travel costs should be listed in the event on-site visits are allowed. Pricing will be evaluated as part of the overall cost of the proposal.
Section 3.4, Page 7	How are Entity Institutions deployed on current ECM Platforms? On-Premises, Hybrid Cloud Model, SaaS Hosted? Will all Institutions opting into new Solution be deployed in a consistent hosting model?	See above responses. Since both an on-premises and SaaS solution are requested, one should be able to determine that the colleges have different needs. Colleges will not be forced into a single hosting model. Each college will decide on what works best for them
Section 2.0 Page 4	Will Entity Colleges be forced to replace a document imaging or Enterprise Content Management system already deployed?	No, only colleges looking to replace their current system will participate, as well as colleges that may want to deploy a new solution.
Section 2.0 Page 4	In relation to costs applying to "all costs provided shall apply to all Community Colleges and the System Office of the NC Community College System". Will Colleges require that storage and bandwidth be scaled to their specific level of utilization? Or	Need ability to scale if cloud based. Scaled to the specific college.

	is a single bundled solution costs desired to fit all 58 institutions?	
Section 5.3, Page 12	In regard to Section 5.3 of the solicitation, on Best and Final Offer (“BAFO”), what criteria will be used to determine how many and which competitors will be selected to participate in the BAFO process? Please provide them in detail.	Your question is unclear. Evaluation Criteria is listed in the bid document. There are not separate criteria as a Best and Final Offer is presented to vendor(s) after evaluations are completed and recommendations are made. Read Section 5.1 and 5.2 concerning evaluation criteria and how vendors are recommended for award or to enter into final negotiation stage. 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”. If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response.
Section 5.3, Page 12	In regard to Section 5.3 of the solicitation, on Best and Final Offer (“BAFO”), What will the BAFO process be? At what stage will it be conducted? Please provide in detail.	See above.
Section 5.3, Page 12	In regard to Section 5.3 of the solicitation, on Best and Final Offer (“BAFO”), Will BAFO participants be selected after an initial scoring of all criteria listed in the solicitation, or only some of the criteria (please identify which ones and weightings assigned to each)?	This question is unclear. A Best and Final Offer can be made to vendors the Evaluation Committee recommends for award and a final negotiation stage.
Section 5.3, Page 12	In regard to Section 5.3 of the solicitation, on Best and Final Offer (“BAFO”), Will the selection of a winning vendor be made from among BAFO participants based on the criteria for	There is no way to know the contents of a BAFO until it is determined what further negotiations might be needed based upon bid proposal content/evaluations/possible clarifications, etc.

	award set forth in the solicitation, or will the criteria and weightings be changed, and if changed, please detail how?	
	At what time on 9/21/2020 are responses due?	2:00 pm ET
Section 3.4, Page 7	Does NCCCS currently use Hyland Onbase?	There are some colleges that currently use Hyland Base.
Section 3.4, Page 7	Is NCCCS looking to replace or expand Onbase?	This will be decided by the individual colleges; a proposal should be provided. Individual college response: No to replace but expanding would be helpful.
Section 3.4, Page 7	Is NCCCS looking for an Onbase provider?	This will be decided by the individual college; a proposal should be provided.
Section 4.1, Page 11	What is your estimate of how many employees at each college would need to be using the solution at any one time?	Varies by college. Individual college responses: <ul style="list-style-type: none"> • 100 concurrent • 50 • BCCC would estimate 6 employees (20%) utilization at any given time. • 50 • 150 concurrent • 20-30 • Approximately 100 • 40-50 • concurrent user base of 20 people • 50 • 15
Section 3.4 (7), Page 9	What is your storage capacity needs (more relevant within the SaaS model) – current state, future expectations, annual storage growth?	Needs are based on individual college needs. Individual college responses: <ul style="list-style-type: none"> • 10 TB • Growth = 1 TB per year • 1TB Current • 6TB future • 500Gb / year

		<ul style="list-style-type: none"> • Current 200 GB with another 100 GB growth potential. • 1.5 TB on a virtual machine that can have more space allocated to as needed • 900 GB of total storage. The ability to grow is required. • 1.5TB • .5 TB of document storage with 1 TB for back-end database use.
2.1 Introduction, Page 4	What is the average number of content management solution users at each of the 58 colleges?	<p>Individual college responses:</p> <ul style="list-style-type: none"> • Approx. 200 for electronic filing cabinet • For Forms and flow approx. 100 concurrent, but all employees and students will need access • 1 • 500 • 200+ • 100 • 50 • 25
3.4 Business and Technical Specifications, Introduction RE: existing products, Page 7	On average, how many documents would be expected to be converted from the existing imaging systems?	See above responses for number of documents
3.4 Business and Technical Specifications, Introduction RE: existing user departments Page 7	What departments would you like quoted implementations for? Please describe each department's process in detail.	See responses/information above.
3.4 Business and Technical Specifications, Introduction RE: blockchain Page 7	What types of credentials would blockchain anchored digital credentials be created for? (diplomas, training certifications, etc.)	Credentials will be created for any documentation containing PII, transcripts, or other sensitive documents.
3.4 Business and Technical Specifications, 1) Software Retrieval Features, point H Page 8	Would other methods, other than drag and drop, be acceptable for e-mail capture?	Yes, depending on the individual college. See above. Additional college response: Integration with a button in Outlook to move emails to the ECM

<p>3.4 Business and Technical Specifications, 3) Electronic Forms Features, point C Page 8</p>	<p>Can you elaborate on the document packets / set of forms that need to be created? Is this process kicked off by a student checklist from a SIS or other line of business solutions or processes?</p>	<p>See above response pertaining to this question.</p> <p>Additional college responses:</p> <ul style="list-style-type: none"> • Currently determined by workflow in the ECM • Think about employee or student on-boarding, when new, they need to fill out a group of documents (packet). • Same way with new Financial Aid students. • Yes, some processes will be kicked off from the SIS.
<p>3.4 Business and Technical Specifications, 4) Workflow Features, point C Page 9</p>	<p>Is the vendor responsible for supplying the secure external portal, or would the colleges have their own existing portal? Is an external portal required for this process, or would another feature, such as a secure link via email, be reviewed?</p>	<p>Ideally the vendor would provide the portal, as long as the method is in line with the State's electronic signature policy.</p> <p>Individual college responses:</p> <ul style="list-style-type: none"> • One college requires a way for an outside person to authenticate to access documents that need to be signed. • On-Prem: college can provide with vendor supporting setup and configuration • SaaS: Vendor supplies and maintains
<p>3.4 Business and Technical Specifications, 5) Integration Features, point A Page 9</p>	<p>What versions of Colleague, Banner, Salesforce and ServiceNow are the colleges on?</p>	<p>See above responses</p>
<p>RFP Section 3.4, Page Number 7</p>	<p>What are the different content management systems/solution that the colleges are currently using across its 58 Community Colleges. Please provide Technology stack details.</p>	<ul style="list-style-type: none"> • Softdocs Etrieve and DoceServe • On Microsoft server and SQL 2019 • SoftDocs, Doc e scan, Doc e Serve, Doc e View • Hyland Onbase • Laserfiche • TeamIA
<p>RFP Section 3.4, Page Number 7</p>	<p>What is the existing printing and imaging solutions used across these Content Management systems</p>	<ul style="list-style-type: none"> • Colleague form printing is done through DocEserve • ECM is Softdocs Etrieve • Softdocs Doc e Serve,

		<ul style="list-style-type: none"> • Doc e scan • EZSpooler • AIG printing for checks/receipts
RFP Section 3.4, Page Number 7	Please confirm if the requirement is to migrate the existing CMS for all colleges to one central system? Or the requirement is to provide a Central System which will be integrated with existing independent college systems? Need confirmation and more information on this.	<p>A central system is NOT the goal of this solicitation. Each college individually chooses the ECM that best meets its need. Each college will choose between on-premises or cloud solution, depending on their current environment or plans to move to cloud based applications.</p> <p>Individual college responses:</p> <ul style="list-style-type: none"> • If cost permits, cloud is preferred. Each college would have its own instance to manage. • Yes, I think a central cloud • platform would work as long as each college had the ability to manage their own instances <p>See same question below.</p>
RFP Section 3.4, Page Number 7	What all types of output/ input formats is expected in Document conversions requirement?	Conversions should accommodate current industry file formats. Example: PDF, Tiff, jpg, word, excel, txt Paper, JPG
RFP Section 3.4, Page Number 7	What are the front-end application systems which will be accessing the Central Systems? Do we have both intranet and outside applications (internet) accessing one CMS?	<p>Individual college responses:</p> <ul style="list-style-type: none"> • Web-based applications are preferred. The electronic filing cabinet should not be accessible off of the college's network. • Inside and external • All systems are internal; no systems from outside the network are accessing the ECM currently. A portal should be in place so that users can submit forms offsite.
RFP Section 3.4, Page Number 7	What is the different publishing flow that systems are currently following? What are the publishing	See above.

	requirement requirements for new ECMS Replacement	
RFP Section 3.4, Page Number 7	Are there any BATCH Processing Interfaces in the current individual college systems in place, for uploading, publishing or any other interface for the ECM?	<p>Individual college responses:</p> <ul style="list-style-type: none"> • Autofile is used to batch scan documents into Content • CSV, flat files and Active Directory for batch processing of some information into the ECM. • Business Office: checks, requisitions and P.O., etc • No • Yes, there are batch processes. Primarily in use are scripts to sweep network shares for documents to pull into the ECM. These are managed outside the ECM system.
RFP Section 3.4, Page Number 7	Please provide information on the Key WORKFLOWS currently configured/used separately for 58 colleges.	<p>See above responses.</p> <p>Additional college responses:</p> <ul style="list-style-type: none"> • 86 workflows • Student in-take • Employee changes • Student Changes • Health Sciences intake • Parking, travel, key requests, budget changes, inventory, Purchasing, systems Access, paysheets, clinical fieldwork, VA verification • 100 Key workflows • Student withdrawals, graduation applications, course substitutions, course waivers, computer access, colleague access, duplicate records, etc. • Requisition creation, check/receipt filing, records, etc.
RFP Section 3.4, Page Number 7	Scanning - How many imaging centres are currently setup ? How imaging is currently being	<p>Varies by college.</p> <p>Individual college responses:</p> <ul style="list-style-type: none"> • Some Departments will centralize the scanning, and some will distribute. One

	handled in individual colleges ?	<p>college currently has less than 50 scanners on campus</p> <ul style="list-style-type: none"> • 7 centers-desktop scanning • 20 desktop scanners • approximately 60 scanners in use across our six campuses. • Desktop scanners for 15 scanning licensed users are the primary imaging solution. Otherwise, some faculty departments are scanning to a network folder for automatic imports • 9 utilizing scanners • 25 scanners
RFP Section 3.4, Page Number 7	Are any documents directly being ingested through Fax? Or is there any requirement to implement this feature in future?	No
RFP Section 3.4, Page Number 7	Are any documents directly being ingested through Email? Or is there any requirement to implement this feature in future?	Depends on the individual college. Some colleges have documents ingested through Email, others do not. Some colleges have indicated that as a future feature, it will be nice to have
RFP Section 3.4, Page Number 7	Are there any other sources from where content can be added into the Content Management system?	<p>See above responses.</p> <p>Additional college responses:</p> <ul style="list-style-type: none"> • CFNC, DoceServe, electronic web forms, scanning, email, file shares, Auto-captures and auto-files documents printed from Colleague • Web interface, built in import processes • eForms
RFP Section 3.4, Page Number 7	What are the current risks in the process of scanning, workflows, Records management, Access Management, E Forms.	<ul style="list-style-type: none"> • Documents contain sensitive data on both employees, students and vendors • Unauthorized Access issues • Security • Data loss, data validation, and data breaches • Technical glitches and misconfiguration resulting in lost forms.

RFP Section 3.4, Page Number 7	What dependencies does the current system/module have on other systems/modules, including any external system or interface	See above. Additional college responses: <ul style="list-style-type: none"> • CFNC, DoceServe, electronic web forms, scanning, Colleague (ODS), AD, • Colleague, EZSpooler, SoftDocs • Active Directory authentication • Active Directory for authentication. • One SQL database depends on Informer reports to get auto-complete data
RFP Section 3.4, Page Number 7	What are the pain points in the process of scanning, workflows, Records management, Access Management, E Forms.	<ul style="list-style-type: none"> • Reporting • User training • Scanning • For Hyland, the document must be scanned as straight as possible with little watermark. • The time and effort involved in eForm and Workflow build and deployment. • How check writes occur and how they are stored in the ECM. The process uses AIG to print the checks, but these end up getting written into ECM • Lack of SQL and Javascript knowledge, plus lack of workflow adjustment from departments.
RFP Section 3.4, Page Number 7	Workflow - Are there any generic forms handling/support (eForms) in current application for custom data capture (other than forms for capturing metadata or standard interface forms)?	Individual college responses: <ul style="list-style-type: none"> • Yes, we are importing from doceserve and CFNC • Currently use Doc-e-fill
RFP Section 3.4, Page Number 7	Are pre-defined workflows used for processing content (such as approval/publisher workflows)?	Individual college responses: <ul style="list-style-type: none"> • No, each workflow is custom created • One college designs the workflow when the electronic form is created

		<ul style="list-style-type: none"> • Using Microsoft Power Automate • Business Office: checks, requisitions and P.O., etc. • Student Services: application and transcript documents, graduation, etc. • At one college, all workflows are custom and built for the specific business requirements of the process.
RFP Section 3.4, Page Number 7	Will all content have the same workflow, or will workflow be different based on creation of different People/Colleges Groups or Document Types?	Different. Workflow will be based on people, department, or document types
RFP Section 3.4, Page Number 7	"Does the existing workflow application support: multiple approvers and editors? parallel steps? nested workflows? iterative loop-backs? "	Yes to all <ul style="list-style-type: none"> • Colleges need multiple approvers and could involve a request being denied and sent back to initiator for resubmission/approval. An example would be travel request and reimbursement. • Yes, some workflows require multiple approvers and forms require multiple signatures. The ability to send a form back in a workflow is necessary.
RFP Section 3.4, Page Number 7	Does the workflow application notify individuals when an approval is required/ when an approval is done?	For most colleges: Yes. Very few colleges reported No.
RFP Section 3.4, Page Number 7	Is there any facility for giving comments while approving/ rejecting which will be used for tracking/ audit purpose?	Yes Individual college responses: <ul style="list-style-type: none"> • 2 colleges reported No • One college would request this functionality • At one college, yes. Depending upon the document and/or workflow process, comments,

		<p>annotations and/or stamps are applied.</p> <ul style="list-style-type: none"> • Comments sections should vary from form to form. • Yes. Comments added via workflow that are not included directly on an e-form may be material in subsequent review and investigation.
RFP Section 3.4, Page Number 7	Are the current workflows locale (language) independent i.e. documents in one language/region passed to another region/locale during the workflow	No
RFP Section 3.4, Page Number 7	Do the workflows involve passing of documents from one location to another	<p>Yes, for some colleges; No, for other colleges.</p> <p>Individual college response: If you mean “do workflows for electronic forms cross departments” then, yes. If you mean “a document in the electronic filing cabinet moves from one area to another” then currently, no, but it would be nice to have that functionality</p>
RFP Section 3.4, Page Number 7	Please list all the applications which integrates with ECM / Output Management application.	<p>See above. This may not be a complete list.</p> <p>Additional college responses:</p> <ul style="list-style-type: none"> • No output • Colleague, EZSpooler, and SoftDocs • Laserfiche Connector which maps fields from Colleague to import into Laserfiche Scanning to populate metadata while scanning.
RFP Section 3.4, Page Number 7	What kind of information / document exchange happens between different systems?	<p>See above.</p> <p>Additional college responses:</p> <ul style="list-style-type: none"> • All input from other systems, CFNC, Colleague, AD, Doceserve

		<ul style="list-style-type: none"> Hyland OnBase exports to Etrieve
RFP Section 3.4, Page Number 7	Are there any workflows which pass information from one system to another system?	<ul style="list-style-type: none"> CSV, flat text files and Active Directory provide information for the eForms Colleague, EZSpooler, and SoftDocs. Business Processes Form print and web forms are indexed in imaging system Yes, Hyland OnBase passes information into Colleague. Informer 5 to pull student, faculty/staff data daily to import into Etrieve.
RFP Section 3.4, Page Number 7	Is there any form of fax integration (for document automated document/fax capture and registration)?	No
RFP Section 3.4, Page Number 7	What all actions being performed when content is moved from one system to another	<ul style="list-style-type: none"> Image of application from CFNC Form printing (PDF) import from Docesere Captures metadata from data stream for indexing. Hyland- The image exports to Etrieve and an O365 Email is sent to the end user.
RFP Section 3.4, Page Number 7	Does the ECM system need to be integrated with any custom applications? Please list the same.	<ul style="list-style-type: none"> Depends on the college environment, for most No Possibly via API Ellucian Colleague and EZSpooler Hyland Onbase Current and future expected integrations will use an ODS/Integration Hub instead of integrating directly with an external application.
RFP Section 3.4, Page Number 7	Is there any Governance implemented during the information being passed from one system to another	State and Federal laws concerning all sensitive data and all risk categories will be adhered to.

RFP Section 3.4, Page Number 7	What type of documents/content is collected from external parties? What particular technologies or methods (business systems) are used to collect the information?	Already listed above
RFP Section 3.4, Page Number 7	Version Management - Are document versions stored and how are versions maintained (purging, version history limit, major/minor versioning and so on)?	<ul style="list-style-type: none"> • Currently not using versioning but a solution is needed • Versions are used with eForms. Retention is based on the document type and there is no limit. • The only version management is for the templates for OCR usage in Hyland OnBase
RFP Section 3.4, Page Number 7	Taxonomy - Is there a support/requirement for classification of multilingual content for classification in native languages using native taxonomies?	No
RFP Section 3.4, Page Number 7	Records Management- Are physical records (paper documents, film/photographs) currently managed? How? What features are provided by the existing system to support this?	<ul style="list-style-type: none"> • Yes, scanned into the electronic filing cabinet • Some paper documents are maintained for a specific retention period. The proposed system will not affect this setup. • Yes, they are scanned into the OnBase system
RFP Section 3.4, Page Number 7	Security- How is the security of documents generated by liquid eForms maintained, does it use HP Autonomy provided or the governance is under the control of CMS	<p>CMS (etrieve Content)</p> <p>Individual college responses:</p> <p>One college maintains some paper documents for a specific retention period. The proposed system will not affect this setup.</p>
RFP Section 3.4, Page Number 7	Search Requirement - Is there requirement to support full-text search, attribute based search, federated searches to search the content from multiple repositories simultaneously	<p>Yes</p> <p>Individual college responses:</p> <ul style="list-style-type: none"> • DocEScan via Student ID • For some colleges: All search listed would be nice, but currently only using full-text search

RFP Section 3.4, Page Number 7	Integration - What level of integration between different colleges systems exists now ? How is this integration implemented (web services, custom product development, offline/batch script, API, other)?	See above Additional college response: <ul style="list-style-type: none"> • Sql queries from ODS (mirror of Colleague) • Integrations are done via API's, batch scripts, and cron jobs • Laserfiche Connector which maps fields from Colleague to import into Laserfiche Scanning to populate metadata while scanning.
RFP Section 3.4, Page Number 7	Is there any form of content/document that is imported from external systems (External Organizations like IEEE or any other..) for one or more of the present implementation (s).	See above.
	Is the state looking for a central platform to be accessed by all of the campuses, or a solution to be deployed at each campus?	See above response.
	How many users will the initial system require? a. Are there any of those users who need read-only access, or do all users need full access? b. Are there any professional services the vendor needs to include in the bid response? c. What processes have been identified for automation?	See above responses. Automation of processes would depend upon the solution ultimately chosen. a. Yes b. Yes. Identified in the RFP to include, but not limited to Conversion, configuration, implementation, training and support will be required. c. Identified in the RFP, replacement for current college solutions.
	Will solutions that use an alternative security method to blockchain for document validation be considered?	Yes

	Will all campuses be required to purchase the awarded solution?	An Agency Specific Contract is intended to allow the colleges more competitive pricing, enhanced deliverables, and options on modules/platforms needed for the individual college, as well as a standardization. Agency Specific Contracts usually, but not always, result in multiple vendors and products for the colleges to choose from that will best meet their needs. A justification for not choosing one of the vendors from an Agency Specific Contract is required.
	For collation of artifacts, object scan, document imaging tools, is it the intention of the acquisition to replace the many varied OCR tools in use today, such as SoftDocs, DocEScan, etc., or for the system to support the integration of these existing tools for each office with an ECM solution?	See above. Replace or integrate, depending on individual college needs
	Same for Forms. Does the State intended to replace Forms Management, or integrate with the existing tools used by the various offices with an ECM solution?	See above Replace or integrate, depending on individual college needs
	Does the State expect to execute the integrations with the legacy systems, or does the state expect the vendor to provide those services?	Vendor supplied
	Does the State have an IT organization who may integrate the legacy solutions once provide an example?	We are not sure what is meant by the question. Each college has its own IT personnel; the System Office has an IT department. If desired by an Entity, integration of a legacy system should be performed by the vendor.
	Is the cost form correct? It states that the acquisition is	The cost form should read Enterprise Content Management Solution as the

	for "Document Imaging Software Licenses – Year 1" yet the requirements are broader under section 3.4., and the narrative indicates that the legacy OCR will remain in place (questions a-c above) Is the Cost Form correct? Is the request for an Enterprise Content Management solution or a Document Imaging Software.	original scope was expanded from Document Imaging Software replacement.
	How many users will use the ECM system?	See above responses addressing this question.
	How much content, documents need to be migrated? How many documents? Formats? Average size of files?	See above response
	If the Vendor is a business not incorporated in the State of North Carolina, does the Vendor need to register a "Certificate of Authority/Business Corporation" prior to submitting the RFP. or can the vendor register immediately after the contract award?	The Vendor does not have to be registered with the State of North Carolina at the time of bid submission. Only certain types of business entities need to register with the State. For example, sole proprietorships do not have to register. Visit the NC Secretary of State site, www.sosnc.gov , for more information.