

Managed Services Support

INVITATION FOR BIDS NO. 50-NCCCS-07052018

North Carolina Community College
System (NCCCS)

April 30, 2019



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STATE OF NORTH CAROLINA NC COMMUNITY COLLEGE SYSTEM (NCCCS)	INVITATION FOR BIDS NO. 50-NCCCS-07052018
	Offers will be publicly opened: April 17, 2019
Refer <u>ALL</u> inquiries regarding this IFB to: Kate McCullough, Associate Director mcculloughk@nccommunitycolleges.edu 919-807-7228	Issue Date: March 8, 2019
	Commodity Number: 920-66
	Description: System/Network/Database Administration Services
See page 4 for mailing instructions.	Using Agency: NC Community College System (NCCCS)
	Requisition No.:


OFFER AND ACCEPTANCE

The State seeks offers for the Software, Services and/or goods described in this solicitation. The State's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this IFB, (3) specifications, (4) Department of Information Technology Terms and Conditions of this IFB, and (5) the agreed portions of the awarded Vendor's offer. **No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.**

EXECUTION

In compliance with this Invitation for Bids, 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: CampusWorks Inc.		
STREET ADDRESS: 1767 Lakewood Ranch Blvd. #305	P.O. BOX:	ZIP: 34211
CITY, STATE & ZIP: Bradenton, FL 34211	TELEPHONE NUMBER: 941-316-0308	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: Mahendran Jawaharlal, CEO	FAX NUMBER: 941-954-2398	
AUTHORIZED SIGNATURE: 	DATE: 04-09-2019	E-MAIL: success@campusworksinc.com

Offer valid for (120), days from date of offer opening unless otherwise stated here: ____ days.

ACCEPTANCE OF OFFER

If any or all parts of this IFB are accepted, an authorized representative of NC Community College System (NCCCS) shall affix their signature hereto. A copy of this acceptance will be forwarded to the successful Vendor(s).

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

Executive Summary

Dear Evaluation Committee Members:

CampusWorks is pleased to provide the below response to the North Carolina Community College System Request for Proposal for CIS Administration Services to provide interested institutions with Colleague technical expertise as detailed herein. Our company has over 20 years of experience leading and managing IT operations for hundreds of colleges and universities.

CampusWorks has extensive experience working with and managing Ellucian Colleague systems and we have detailed herein the activities, approach and subject matter experts with deep experience necessary to ensure successful management and support for interested institutions. CampusWorks has provided Colleague technical services both just-in-time and in a managed services capacity for dozens of institutions and maintains a deep bench of Colleague experts.

In addition, as you will see with the detailed sample resumés of our resources who would engage in any future services, CampusWorks' experts are seasoned Colleague Information System veterans typically with more than 10 years of experience working both at an institution as well as with Ellucian to bring a deep level of knowledge and expertise to day-to-day tasks. CampusWorks model defines a US-based named lead resource to each institution to ensure continuity of services and relationship building but is also backed by a team of US-based experts who can ensure there are no gaps in coverage. This model of senior level experts means that NCCCS institutions are not paying to fund the training of junior or off-shore staff who have little understanding of the Colleague Unidata environment and ultimately create more work for institution IT staff when the goal is to reduce the burden across the system.

While this proposal details our technical knowledge, highlights our recent Colleague experience, and demonstrates why we should be selected, our most important contribution to the engagement is difficult to convey in a written proposal. CampusWorks is different. We will be responsive to you and accountable for the results because we understand what true partnership means. If you run into a unique issue, we will bring the right talent to bear to solve it quickly leveraging our more than 2000 years of collective higher education management experience.

We hope you will take a moment to consider the value of a *true partnership*. How many times have you contracted for services and paid twice what was quoted? How many times has a vendor committed to a set of services only to have new leadership decide those services are not in the interest of the company anymore? How many projects have been left unfinished? A *true partnership* occurs when both parties come to the table focused on the outcome and are willing to do what it takes to get there. That is the attitude that CampusWorks brings to the table, and as our clients will tell you, it's an exceptional

differentiator.

CampusWorks' moderate size and our leadership's direct involvement in our client engagements enable us to personalize and customize service. While we have contract parameters by which to abide, we make decisions in collaboration with you based on what is best for each institution that chooses to contract for CIS Administration Services. Our frequent communication defined proposed transition approach and 24x7 availability of remote teams and tools allow us to adjust our approach to ensure your needs are met.

As you will see throughout this proposal, CampusWorks' expertise and experience cover both a deep background and proven track record in traditional IT management and the expertise to lead the transformation the integration of those systems across the institution. This unique perspective affords us the ability to think and act unaligned to a single system. In addition, as detailed further in the *Why CampusWorks* section below, CampusWorks previous engagement with North Carolina Community College System provides us unique insights, understandings and awareness of the future direction of North Carolina Community College System that allow us to ensure our services are fully aligned with the current need but flexible to adjust to future need.

As detailed in this proposal, CampusWorks' approach details a model that will support the transition of each institution's IT team to a best practice, high service technology organization. The results will provide stability, increase services, and apply a strategic approach to technology adoption and service that optimizes the institutions' investments. This model includes:

- **Assurance of continued strong support** to students and employees utilizing Colleague and providing a disruption free environment.
- **Ongoing Colleague support and expertise** in the form of remote services delivered from senior Colleague experts resident in the US that will help support and strengthen Colleague utilization.
- **A Seamless transition** of Colleague management at start-up by having CampusWorks resources onsite to ensure knowledge transfer and connect to NCCCS processes and procedures.
- **A well-defined Colleague Management model** that will deliver on all requested services in the RFP.

Our commitment to NCCCS and it's contracting institutions is that we will provide each College with a team of US based deeply talented higher education professionals that are passionate about education. This team and our approach differentiate us from our competition and make CampusWorks the right partner for NCCCS.



Why CampusWorks?

1. Focus on Higher Education
 - Higher education is our only industry. Our ERP experience is not focused on state and local governments or any other industry. We are not an accounting firm and we have no other lines of business other than advising and consulting our clients. Our exclusive commitment is to higher education with extensive community college experience.
 - While the basis of powerful, effective HR and financial management systems is similar in state/local government and higher education, albeit in a vacuum, there are increased challenges in higher education ERP selections and implementations. The requirements for the student system must be understood and addressed. We have seen many an enterprise implementation fail when not respecting these differences. It is imperative that the team that supports NCCCS in the project management process is adept and experienced in higher education Student, HR and Financial Management practices.
2. Fiercely Independent
 - We are not an implementation partner (formal or informal) for any ERP vendor; yet we have vast implementation experience
 - We do not sell or promote any software or hardware products
 - We provide 100% objective, unbiased results
 - This is evidenced in the variety of ERP systems selected under our recent selection projects
3. Moderately Sized
 - CampusWorks' size and structure allows us to be far more flexible in regards to pricing while still being able to deliver more services than our competitors. We do not burden the services costs with overhead percentages or third-party mark ups.
 - Our 175 higher education professionals allow us to deliver superior talent in all aspects of the engagement, including technical and functional expertise
 - We are agile, responsive and will create a unique deliverable for NCCCS that is driven by your needs and plans for future growth and not simply on a database of requirements
4. Client References
 - CampusWorks is honored that our clients are our biggest fans. CampusWorks encourages NCCCS to talk with our clients to learn how we engage and deliver superior deliverables and tremendous value throughout our engagements
 - Clients typically comment that the CampusWorks team exceeded expectations

- Both client and vendor participants have complimented CampusWorks on our transparent and engaging methodology
5. Project Team/Key Staff
 - Senior, seasoned talent with decades of experience staff CampusWorks. You can be assured that the team will have deep knowledge to relate to the functional users as well as strong technical skills and business acumen to provide a holistic perspective
 6. Proven methodology for ERP system management as evidenced by our client satisfaction
 - Knowledgeable, transparent, and collaborative approach for Colleague Managed Services Support
 7. Knowledge of NCCCS
 - The CampusWorks team has working knowledge of the NCCCS and your ERP environment from our recent ERP engagement
 8. Experience with community college/higher education statewide systems
 - CampusWorks has vast experience leading projects in complex higher education organizations, including:
 - Alabama Community College System
 - Green Mountain Higher Education Consortium, VT
 - Minnesota State Colleges and Universities
 - New Mexico Independent Community Colleges
 - Oregon Community Colleges
 - The Pennsylvania State University
 - University System of New Hampshire
 - Vermont State Colleges
 - Virginia Community College System

Thank you for your consideration of this proposal. CampusWorks looks forward to the possibility of meeting with the evaluation committee to discuss our qualifications and proposed scope of work.

Sincerely,

Keith Myers
Sr. Vice President, Client Development
CampusWorks, Inc.
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C - 407.340.6137
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www.CampusWorksinc.com

c) Response to Specifications

CampusWorks' proposed services below include a set of start-up activities that align to the need of each contracting institution. Our approach provides for an onsite kick-off that accomplishes the tactical aspects of go-live including obtaining the necessary documentation, documenting preferred procedures, completing required security clearance, and developing a Standard Operating Procedure document detailing the jointly understood and agreed to work instructions but also works to identify possible improvement and enhancements that will benefit the faculty, staff and students utilizing the Colleague environment.

In addition, CampusWorks has provided multiple case studies that demonstrate our Colleague experience in higher education. Please note that these case studies are all recent and all involve multi-college higher education systems. CampusWorks believes that no other vendor can replicate this type of relevant experience.

CampusWorks' Proposed Approach

A. SYSTEM REQUIREMENTS

Vendor's OS maintenance must include Oracle Solaris versions 10 & 11 running on SPARC hardware, Red Hat Enterprise Linux version 7, or above, and supported versions of Windows Server in accordance with partner/vendor requirements and specifications.

<Response>

CampusWorks has expertise in providing highly skilled operating system maintenance and management. Our current and prior experience includes Linux (e.g., Red Hat, Solaris, HP-UX, etc.), Windows Server (2003, 2008, 2012, 2016) along with virtual hypervisors (e.g., VMware, Hyper-V, etc.) and various cloud environments (e.g., Azure, AWS, Oracle Cloud, and Private cloud). CampusWorks is fully equipped to manage the entire System stack.

We have provided Solaris and/or Red Hat services at: Milwaukee Area Technical College, WI, Bunker Hill Community College, MA, San Juan College, NM, McDaniel College, MD, Rhodes State College, OH, Aims Community College, CO, along with many other institutions.

Vendor shall provide at least three (3) references for providing direct support for Ellucian Colleague® running in either Solaris/SPARC or RHEL/x86/virtualized environments. Please provide the following contact information for each reference: first and last name; company and title; phone number and email address

<Response>

Experience with Ellucian Colleague

CampusWorks' team is technologically proficient and knowledgeable of the Colleague administrative system, as well as being well versed in the next generation technology solutions that may be essential to support the growth of NCCCS and its institutions. CampusWorks maintains a cadre of its own Colleague subject matter and technical professionals and provides Colleague support services to dozens of institutions.

Over the past 20 years, CampusWorks' performance has demonstrated our core leadership, key differentiators, and passion for higher education successes. The following list provides NCCCS with a sampling of our successful projects involving Colleague services at colleges and higher education institutions. Upon request, we are happy to provide many other performance records not here provided.

CampusWorks is pleased to provide NCCCS with 14 successful Colleague ERP projects and management engagements as well as the requested references that include services similar to those required. Included in these success stories is a snapshot of the array of provided services to support the technical and functional requirements unique to each campus environment.

Project 1

Bunker Hill Community College, MA

- CampusWorks is providing Colleague consulting services and has been instrumental in optimizing the College's ERP system to improve performance and reporting. CampusWorks is currently responsible for the technical migration from Unidata to an SQL environment, which will enhance the performance of Colleague for all functional offices and includes the following responsibilities:
 - Train the new SQL Programmer hire
 - Completing trainings (Colleague Admin/ Programmer oriented)
 - SSRS knowledge and reporting knowledge for support
 - Support Colleague AD Connection Project
 - Create Standard Operating Procedure documentation on all projects
 - Complete tickets as assigned for SQL, .Net or Colleague Programming
 - Implement data and 3rd party integrations projects using Ethos technical infrastructure with various vendor's application Programming interfaces (API)
 - Convert Colleague customizations or new import/export processes using Colleague Ethos framework and API service with various vendor's API infrastructure
 - Other programming duties as need
 - Develop SQL migration plan
 - Clean up Colleague data as identified by Core Data Standards team and functional users, to established standards.
 - Provide CROA system programming support and mentorship to Administrative Systems staff.

- Draft standard operating procedures for programming and support work
- Convert Unidata paragraphs, queries custom programs, computed columns and subroutines to Envision standards as necessary for migration, as identified during review with functional users.
- Guide the Institutional Data Standards team to complete the Institutional Data Standards Manual, including Standard Operating Procedures for data entry, access control and maintaining data integrity.
- Perform data scans and develop summary reports to determine scope and scale of SQL migration project.
- Conduct the migration from Unidata to SQL.
- Establish project team and activate to work in conjunction with the Colleague Optimization Group (COG).
- Continue data clean-up, computed columns inventory and envisionizing reports.
- Develop functional staff training materials and conduct training as appropriate.
- Migrate all computer systems from Colleague desktop UI to WebUI.
- Perform the migration to SQL.
- Most recently, the CampusWorks team led a series of Colleague optimizations that included cleanup of Degree Audit and the Curriculum module, new Portal design/build/implementation, Web Procurement, and Budget Pooling. Continuing projects include eTranscript, Student and Exchange Visitor Information System (SEVIS), establishing Core Data Standards, ongoing data clean up, and ODS implementation.
The CampusWorks team is working with the client functional offices and Institutional Research to strengthening the suite of reporting tools by validating data mapping for Informer and implementing Colleague Reporting and Operational Analytics (CROA).
- Examples of service improvements centered on the student experience include:
 - Quick access to College services through an improved admissions application process
 - Improved student advising through the implementation of a comprehensive data warehouse and associated interfaces (Achieving the Dream initiative)
 - Improved delivery of personalized services for students through the Colleague Portal
 - Extended service delivery through mobile technologies
 - Refined/improved degree audit functionality to support student learning plans (LifeMap)
 - Reduced “time in line” by automating complex academic rules associated with add/drop

- Optimized Colleague technology and decentralized knowledge across departments
- Ensured full implementation of the LifeMap student learning plans in accordance with Title III grant timeline and outcomes
- Aligned business practices with new leadership team's emphasis on student service and success
- Improved student satisfaction with help desk and computer labs

Project 2

San Juan College, NM

- Migrating the current Colleague Unidata database to a SQL database
- CampusWorks began an effort to migrate SJC to a new Colleague server in early 2017 because the server and operating system that previously supported the Colleague ERP were nearly 14 years old, which was impacting performance and putting the College at risk of hardware failure. After impressive collaboration between the network, applications, and functional user teams, the new server and Colleague environment went live on July 30, 2017. In addition to saving 30% in hardware costs, the College is also realizing dramatic improvements in performance:
 - 1098T processing time was reduced from 13 hours to 1-1/2 hours.
 - General Ledger Budget Pool processing was reduced from 13 hours to 2-3/4 hours.
 - HR ACA Reporting was reduced from 1 hour, 20 minutes to 9 minutes.
 - Operational Data Store was reduced from 3 hours to 45 minutes.
 - General Ledger Balance Verification was reduced from 2-1/2 hours to 30 minutes.
 - Accounts Receivable Trial Balance was reduced from 2 hours to 10 minutes.
 - General Ledger Trial Balance was reduced from 14 minutes to 3 minutes.
- CampusWorks is also fully responsible for the administration, operation, development, and support of the following services and applications:

- | | |
|-------------------------|----------------------------|
| ○ Ellucian Colleague | ● Microsoft IIS |
| ○ Ellucian Colleague UI | ○ Microsoft Office |
| ○ Ellucian WebAdvisor | ○ Microsoft Windows Server |
| ○ Ellucian Self-Service | ○ Microsoft Windows |
| ○ Ellucian Portal | ○ Adobe Creative Suite |
| ○ Ellucian Mobile | ○ Hyland OnBase |
| ○ Ellucian ODS | ○ OneCard |
| ○ Rocket UniData | ○ Automattic WordPress |
| ○ HP-UX | ○ Tableau |
| ○ MySQL | ○ Blackboard Analytics |
| ○ Linux | ○ Synoptix |
| ○ Canvas LMS | ○ ServiceNow |
| ○ Microsoft Outlook 365 | ○ Solar Winds |
| ○ Microsoft SharePoint | ○ VMWare |
| ○ Microsoft SQL | |
-

Project 3

Macomb Community College, MI

- Conducted a SQL readiness assessment and SQL migration planning process
 - Conducted business process reviews across the student intake/admissions process which included collaboration with key areas: Admissions & Outreach, Records & Registration, Counseling/Advising, Financial Aid, Student Services, Student Life, Career Services, IT, Veteran & Military Services, Bookstore, and the Cashier’s Office.
 - Currently completing a Ellucian Colleague Software Usage Audits and Departmental Workflow/Process Study for HR and Payroll
-

Project 4

Vermont State Colleges

- CampusWorks is currently providing Colleague Programmer/Analyst services to Vermont State Colleges on
 - Scope of Work includes (but not limited to): Colleague ERP programming and system administration, ELF and WebAdvisor programming, UNIX, Windows and SharePoint Portal Admin, SQL Server database management (SQL, SSRS, SSAS, SSIS), Business Objects design, Synoptix, QueryBuilder, Unidata (Unibasic, Uniquery), Workflow
 - CampusWorks has previously provided Vermont State Colleges with additional services including a Colleague assessment, IT planning services and business process review services.
-

Project 5

San Jose Evergreen Community College District, CA

- Served as project manager overseeing the migration of Colleague Oracle to SQL and Colleague Unidata to SQL and was responsible for:
 - Hardware installation, migration of software, migration of data, BPR, Technical Conversion, and Analytics
 - Developing and maintaining project plans including the SQL database migration plan
 - Providing Colleague technical support for conversion including: remediate issues found in BPR work, supply data conversion framework, assist in data clean-up, review of custom programs, rewrite custom reports, design a custom-reporting strategy, technical training for data conversion
 - Providing database administrator support services (configuration of target databases, migration of data, testing of database functionality (roll-back, back-up, copy)
 - Converting custom Envision processes, UI screens, WA screens, and computed columns
 - Colleague SQL environment went live in January 2016.
 - As part of this engagement, CampusWorks led initiatives to improve student service through implementing universal student email, improving support for the District’s learning management system, and designing improved instructional technology support and environments. We also provided the following services:
 - DBA services
 - Project management for implementing Student Planning and Self-Service
 - Implementation of ODS and CROA
 - Business Process Reviews for human resources/payroll, degree audit, counseling, recruitment, & curriculum, student planning, data standards, and finance
-

Project 6

Bergen Community College, NJ

- CampusWorks provided the College with infrastructure and application, enterprise architect, solution architect, and Colleague functional support to:
 - Lead the SQL migration
 - Serve as an advisor to the CIO
 - Review and update Ellucian Colleague SQL migration plan
 - Assess the College’s system and identify all custom programs, reports, computed columns, data issues, scripts, and third-party product integrations
 - Develop tools to support system preparation and data cleanup
 - Convert custom Envision processes, UI screens, WA screens, and computed columns
 - Rewrite custom processes from Unibasic into Envision as part of the SQL migration and WebUI deployment
 - Provide Colleague support and custom programming

- Stabilize the infrastructure team, overseeing infrastructure projects
- Manage network services
- Provide programming support, mentoring, and training for programming staff, and Business Objects design and report writing for CROA
- Remediate Colleague issues to leverage WebAdvisor & Mobile apps
- Implement new WebAdvisor workflows
- Improve mobile apps (MOX) utilization
- Complete UI 4.4 deployment
- Prioritize & conduct BPRs for administrative areas
- Evaluate and develop plan for reimplementaion of Colleague HR
- Implement web time entry
- Deploy Retention Alert
- Develop Colleague power users & analysts
- Conduct business process reviews in the human resources, student services and financial aid areas.
- Review and update the SQL migration plan for Ellucian Colleague Reporting Architect & Designer
 1. Develop CROA deployment strategy
 2. Review and identify custom reports for migration
 3. Mentor staff, develop pilots for migration of essential reports
 4. Develop dashboard specifications & reporting universes
 5. Assist with training of staff on new business intelligence environment
 6. Functional support for CROA reporting
 7. Support migration efforts to Colleague SQL platform
- Infrastructure & Application Services
- Enterprise Architect
- Project Management
- DBA Services
 1. SQL DBA Services
 2. Unidata support
 3. ODS
 4. Data warehouse
 5. SQL Migration support
- Technical Services
 - Portal/SharePoint administration
 - Programming services (Envision, WebAdvisor)
 - SQL Administration
 - Application integration services
- Solution Architect
 - Project Management
 - Application analysis
 - Implementation services
 - Custom report analysis
 - Web application/workflow analysis
 - CROA report definition & development
 - Business process & functional expertise

- Colleague Functional support
 - Human Resources, Finance, Student, Financial Aid, Admissions
 - Business process review
 - Business process reviews for Human Resources and Student Services
 - Remediate Colleague issues to leverage WebAdvisor and mobile apps
 - Implement new WebAdvisor workflows
 - Improve mobile apps (MOX) utilization
 - Complete UI 4.4 deployment
 - Prioritize and conduct BPRs for administrative areas
 - Evaluate and develop plan for reimplementaion of Colleague HR
 - Deploy Retention Alert
 - Develop Colleague power users and analysts
-

Project 7

Chesapeake College, MD

- SQL and Cloud migration plan and support
- Assess the current progress of the Colleague SQL Migration and enhance and revise the project plans, as appropriate
- Custom Code Migration – Monitor the analysis, cataloging, fixing/enhancing, and migration of identified customized Envision programs to work in the new Colleague SQL environment
- Verify and enhance the user testing activities, based on the user testing plan and scripts
- Provide a check-list of activities for the IT team for the pre-work, migration cut-over, and post-migration steps
- Deliver monthly progress reports to the Vice President of IT/CIO
- Create a project plan for the transition to the Ellucian cloud/hosting, following the SQL migration
- Create and design scripts and programs to enhance processes in support of the Colleague SQL migration
- Analyze business user needs and develop strategies to meet needs
- Create data models and protocols for production databases
- Maintain change control and testing processes for modifications
- Monitor stored procedures and execution time
- Participate in integration initiative for third-party products
- Provide support for outstanding network projects
- VPN access planning
- MS Exchange support and maintenance
- Colleague SQL migration troubleshooting
- Install and support LANs, WANs, network segments, Internet, and intranet systems.
- Install and maintain network hardware and software
- Monitor networks to ensure security and availability to specific users
- Evaluate and modify system's performance.
- Maintain network servers such as Firewalls, VPNs, intrusion detection systems, etc.

- Configure full and incremental database data and log backups
 - Identify and install database patches to ensure up to date environment
 - Execute database performance tuning to ensure optimal efficiency of database environment
 - Upgrade database to newest release to maintain relevancy and supportability
 - Maintain database tables including maintenance, tuning, patching, etc.
 - Schedule database maintenance scripts including purge logs, output, and monitor space usage
 - Perform backup recovery analysis to validate and ensure reliability of backups
 - Provide basic Operating Support (OS) of database servers including patching, printers, users, compilers, etc.
 - Developed three scenarios for realigning Student Services to introduce efficiencies and are beginning to work on that transformation
 - Upgraded Colleague Self-Service to empower students and improve their access to information pertaining to their educational goals
-

Project 8

Clark State Community College, OH

- Business Process Reviews (BPR)
 - Student Services
 - Financial Aid
 - Registrar's Office
 - Business Office
 - Human Resources & Payroll
 - LMS implementation from Angel to BlackBoard
 - Help Desk software implementation
 - Colleague stabilization and improvements
 - Portal reimplementaiton guidance/assistance
 - Data cleanup guidance/assistance (prep for SQL Conversion)
 - Policies and procedures
 - Upgrading existing Colleague software and infrastructure to accommodate/implement these new products (Ellucian's Integrated Learning Platform and Blackboard's Integration framework)
-

Project 9

Columbus State Community College, OH

- As part of a comprehensive plan to optimize financial and human resources, the College engaged CampusWorks to optimize its Colleague ERP system. In the first year of this effort, the College converted from quarters to semesters, stabilized and improved a once-unreliable registration process, addressed significant Colleague performance issues, improved online student services, and rolled out 100% coverage technology-enabled classrooms. CampusWorks also completed a review and redefinition of the business processes that impact human resource processes along with significant business process adjustments as the College moves from an access to success agenda and moves to the state's performance-based funding model.

- To support the data demands of Achieving the Dream, CampusWorks led the acquisition of Zogotech, guided the efforts to maximize data collection and analysis, and worked with user offices and academic divisions to refine their business processes to meet the challenges of moving from an access-focused to an access- and success-focused mission
-

Project 10

Eastern Iowa Community Colleges, IA

- CampusWorks was engaged to conduct a Business Process Review (BPR) to identify and provide recommendations to improve efficiency and effectiveness across the Human Resources, Payroll and Finance departments
-

Project 11

Hillsborough Community College, FL

- Served as managing technical director for IT and Colleague conversion project manager for the SQL conversion
 - Led the programming and system engineering teams to upgrade hundreds of UniBasic programs to Envision, developed cleanup programs, and cleaned over 2M data errors
 - Provided solutions to meet federal and state regulations
-

Project 12

Navarro College, TX

- Provided project management and technical expertise for the Colleague Unidata to SQL migration
 - Served as Colleague administrator
 - Implemented a regular software update schedule, scanned existing Unidata database and helped repair bad data for conversion to SQL Server database
 - Helped the financial office change a cumbersome, days-long manual entry process to an automated import process that now takes only a few minutes
 - Performing a Colleague ERP data cleanup, implementing Colleague Reporting and Operating Analytics (CROA), and setting up Student Planning
 - Registration, Finance, and Academic Program process improvements and staff training
-

Project 13

Springfield Technical Community College, MA

- Colleague Programming Support Services
- Lead the installation, upgrade, and maintenance of Colleague applications, middleware, and servers, which includes installing new software releases and system upgrades
- Plan, design, and develop web servers, and application servers in a multi-instance environment. Implement and maintain the architecture necessary for

Colleague integration with other application systems, including salesforce.com. Configure the Jitterbit salesforce.com integration tool as needed

- Function as the lead on projects to architect, implement or enhance, and test ERP systems and applications to meet dynamic business needs. Perform complex configuration, change management and testing activities to support a service-oriented architecture and integration between all applications
- Monitor third-party tools for application performance, provide recommendations for enhancements/changes, and make changes/additions to packaged software applications
- Provide programming/scripting assistance to support Colleague system automation; debugs and tunes/optimize SQL statements
- Support Colleague application including Self Service 2.0 (note: includes API updates, limited customizations) (note: Self Service Finance is deployed to production), utilities, customizations, ODS/Business Objects, Ellucian Portal 4.x, Ellucian cloud settings for Mobile and eTranscripts, and third-party products

Project 14

Washington and Lee University, VA

- Colleague Application Management Services
- Provide day-to-day management of the Washington and Lee University Colleague environment.
- CampusWorks is providing a team of Colleague, Infrastructure, and Security experts to provide 24/7 monitoring, response, and management of the environment to ensure high availability and seamless delivery of services.
- CampusWorks supports the on-going management of daily issues and interfaces with Washington and Lee University IT staff, Functional Offices and Executive leadership as Colleague is supported during the ERP transition. This includes engaging end-users in the identification, evaluation, troubleshooting, support, and maintenance of the Colleague environment and support systems.
- CampusWorks staff will establish and maintain an administrative application “Operational Plan” aligned to the eventual retirement of the Colleague system.

Reference Contact Information

CampusWorks is pleased to provide NCCCS with references that align with several of our successful client engagements.

Reference 1

Bunker Hill Community College, MA

John Pitcher

Vice President of Administration and Finance

617- 228-2208

jkpitcher@bhcc.mass.edu

CampusWorks is responsible for supporting the College's Colleague environment

Reference 2

Vermont State Colleges System, VT

Kevin E. Conroy

Chief Information Officer

(802) 224-3016

kevin.conroy@vsc.edu

CampusWorks is providing Colleague support services

Reference 3

San Juan College, NM

Ed DesPlas

Vice President, Administrative Services

(o) 505-566-3253

desplase@sanjuancollege.edu

IT Leadership and Management Services, including Colleague Services

B. STANDARD SYSTEM ADMINISTRATION SERVICES

Vendor shall describe how it will perform CIS System Administration Services within the specifications below.

CIS AVAILABILITY

Describe how Vendor will conduct 24/7 uptime monitoring and response of CIS.

<Response>

CampusWorks will provide NCCCS participating institutions with a dedicated monitoring and ITSM portal leveraging the industry-leading SolarWinds network and application monitoring solution. The cloud-hosted monitoring software is highly available and redundant to keep a 24x7x365 watch on each institution's production environment. CampusWorks will monitor uptime/downtime of the whole system, applications (e.g., SQL, Unidata, IIS, Apache, Tomcat, SMTP, and the like), and network availability of the CIS environment. Alerts are customized and sent via email, text, or phone call to CampusWorks on-call and real-time support teams. Alerts can be customized to notify an additional institution or system resources as desired. In addition, alerts are logged into the IT Service Management tool to ensure all incident response and resolution is maintained all in one location tied directly to any Change Management activities further defined herein.

In addition to the SolarWinds technical monitoring, CampusWorks also provides real-time monitoring via a 24x7x365 Network Operations Center (NOC) which will monitor alerts, respond to false positives to limit unnecessary escalations and coordinate response options based on the defined severity and impact of actual alerts. The CampusWorks NOC can also coordinate messaging on various sites and other communication channels to inform stakeholders of impacts and updates.

CampusWorks approach leverages both the technical and live monitoring that ensures a robust 24x7x365 uptime monitoring and support model as desired.

Describe how Vendor will monitor, correct, and report CIS availability to college staff and the NCCCS System Office (System Office).

<Response>

As noted above, CampusWorks will provide NCCCS and participating institutions with a dedicated client portal to access our SolarWinds ITSM cloud platform to submit tickets, track status, receive ticket updates, detail system metrics and more. It provides mobile access, email-to-ticket creation, reporting dashboards, knowledge base, and acts as an overall communication path for both parties. Since the alert monitoring solution and the ITSM solution are combined into one solution this provides a seamless solution to ensure all parties are kept up to date and informed when incidents arise.

When incidents occur, CampusWorks NOC will provide first response to ensure that reported incidents are not false positives caused by network hiccups, internet provider issues unrelated to the availability of Colleague environment or other incidents that are not directly related to system availability.

If incidents are real, CampusWorks' NOC escalates to dedicated and named Colleague Technical resource who has the deepest knowledge of the institution's environment before escalating to a team of Colleague resources who can resolve issues in real-time. The named Colleague Technical resource, or back-up resource, if needed, work to resolve any incident as well as to update the NOC, ITSM logged incident and any external communication required. All issues are managed, updated and resolved within the ITSM portal for review across institution and system.

CIS UPDATES

Describe how Vendor will perform CIS updates and patches as released by the System Office, or appropriate application vendors, in coordination with community college staff within identified maintenance windows. This includes installing the release into a test environment for validation prior to installing it into the production environment.

<Response>

CampusWorks software and system upgrade approach follow the industry standard Systems Development Life Cycle Model aligned specifically to the unique challenges of supporting Higher Education ERP platforms like Colleague.

This model begins with Research and Planning. For minor technical upgrades, security patches, and emergency issues, CampusWorks reviews all available documentation on the Ellucian Hub before recommending the application to participating institution's IT staff or implementation if an emergency requires.

For major releases or minor releases impacting end-users, CampusWorks model includes a functional office pre-deployment review of release notes, noted changes and knowledge from management of Colleague at other institutions. Working with Functional User and IT, CampusWorks would assist in the review and refinement of end-user test plans to ensure successful testing before deployment into production.

CampusWorks applies all upgrades into test or development environment and runs standard security scans to ensure no unintended issues arise from Ellucian code. After successful testing, validation and upgrade prep including definition of a rollback plan, CampusWorks would apply all upgrades within established maintenance windows.

Post-implementation support would include running test scripts to ensure no unintended issues and connected with end-users in real-time or business hours to ensure no issues.

COLLEAGUE SERVICES MAINTENANCE

Describe how Vendor will maintain all Colleague Services for a Community College's CIS to include Core, Student, Finance, Human Resources, Colleague Users, Reporting, Portal, UniData database, User Interface, WebAdvisor, Self Service, Mobile and supported Application Programming Interfaces (APIs), Datatel Messaging Interface (DMI) configuration and tuning.

<Response>

CampusWorks' team of Colleague experts performs the day-to-day administration activities necessary for highly available and robust ERP environments. Our staff performs upgrades and ongoing configuration tasks associated with a robust and well-tuned Colleague environment. Day-to-day Colleague management tasks include Unidata performance tuning, backup management, testing and installing upgrades and patches, performing application tuning, UI and Unidata

technical troubleshooting and coordinating regularly scheduled tests of the backup and recovery process to promote high data availability including:

- Unidata management 24x7 for test, development and production environments.
- A dedicated Colleague technical resource backed by a team of Colleague experts to support the Colleague environments which provides a higher and consistent level of support regardless of turnover, vacation, or sick leave.
- Day-to-day Colleague and Unidata management tasks including:
 - Backup and Recovery – Monitoring and support for back-up management and successful execution.
 - Performance tuning – Utilize vendor recommended and industry standard techniques and tools to promote an optimally running system.
 - Upgrades and patching – Maintain close ties with Ellucian to stay on top of releases and vendor notifications.
 - Error troubleshooting – Provide troubleshooting of errors and work with the vendor to provide solution and implement necessary fixes.
 - Refreshing or “Cloning” – Provide support for refreshing the production environment to help facilitate implementation and testing activities.

CampusWorks will manage the Ellucian Colleague instances, database(s), and application home for all patches and database upgrades. CampusWorks has a refined process that has been tried and tested across a multitude of clients, with highly successful results.

CampusWorks leverages a methodology and rolling approach of implementing changes and upgrades to the non-production environments (DEV & TEST instances) first, utilizing a change management approach. Once tested and approved the changes are implemented per a defined timeline into production.

CampusWorks will monitor, maintain, and manage Colleague systems’ backup solutions as well. We will improve the processes and strive to exceed industry standards in these areas. CampusWorks will also provide 24x7x365 support for P1 issues within the environment. CampusWorks will perform all 3rd party software configuration within Colleague environment. We will have meetings and communication with all required constituents for successful management and integration.

CampusWorks will manage all Ellucian Colleague performance/load tests related to IIS, Apache, Tomcat, SQL and related services. In addition, health checks completed for the production instance on a re-occurring basis. CampusWorks has developed detailed maintenance plans, load testing procedures, and health check criteria to successfully support various Colleague environments.

Colleague services will be maintained for the following components as indicated:

- The Ellucian Customer Center will be monitored for updates and patches, and applied in accordance to the applicability, calendar timing, and urgency of update (such as security patches and regulatory releases), as governed by the college’s Enterprise Applications Committee or equivalent. CampusWorks provides both the technical and module configuration expertise to perform these functions for all components of the Ellucian Colleague core environment, including Student, Finance, Human Resources, and Colleague Users/Security roles.
- For reporting, both Ellucian-supplied Business Objects reporting, as well as Entrinsic Informer reporting systems (see separate section), are provided and maintained.
- CampusWorks has experience and technical expertise to operate and maintain the Ellucian-supplied SharePoint Portal and its web parts that connect to Colleague views and authentication.

- UniData database maintenance will be performed through file maintenance, general system health checks, security audits, file indexing, purging, and space management
- User Interface (UI) maintenance and upgrades, relies in part, on ensuring the system is operating on the certified server version. UI releases will be installed and tested in a non-production instance and confirmed by the user community, including their performance with third-party applications, before production installation.
- WebAdvisor, Self Service, and Mobile, including new installations, upgrades, updates, security, file management, and user training, will be provided.
- CampusWorks will utilize the supported Application Programming Interfaces (APIs) where appropriate for third party connections. Integration with third party products is a strength of CampusWorks, through Envision programming, ELF imports, and the Ethos API interfaces as required.
- CampusWorks will utilize the SA Valet for Datatel Messaging Interface (DMI) configuration and tuning, which is the main system admin tool.

Describe how Vendor will coordinate the deployment of new CIS services and applications as offered by the System Office through Ellucian.

<Response>

CampusWorks prior work with the NCCCS makes it fully aware of the additional support the System Office provides its member institutions. CampusWorks will work with the System Office the same as it would with any vendor to review, validate and deploy all CIS services and applications. CampusWorks will provide a Team Lead who will act as coordination between the System Office, Ellucian and all participating institutions to ensure that new CIS services and applications are reviewed, thoroughly tested and deployed in accordance with institution practices. In addition, CampusWorks will work to aggregate issues and activities and provide a roll-up report to the System office on a mutually agreed upon schedule of activities, events, and issues to ensure a continuous improvement feedback loop is maintained.

OPERATING SYSTEM (OS) MAINTENANCE AND UPDATES

Describe Vendor's capability to install OS patches for all CIS systems in coordination with college staff within identified maintenance windows.

<Response>

CampusWorks' team of Operating System server specialists will provide on-going support and performs tuning of the operating systems and web application servers required to manage the Colleague Information System environment. Day-to-day management tasks include technical troubleshooting of operating systems and web application server software, testing and implementing upgrades and patches, and working in conjunction with site staff to promote a robust and effective strategy to reduce potential downtime. Additional support tasks include application specific printer setup and troubleshooting, batch processing troubleshooting, file system security and user account provisioning including:

- Operating System management 24x7 for both development and production environments for Linux and UNIX based environments.
- A team of server specialists available to support the Colleague environment.
- Complete installation and configuration of OS-related software to promote a robust and ready environment.
- Operating System Management tasks:
 - Backup and Recovery

- Performance Tuning
- Upgrades and Patches
- Error Troubleshooting
- OS Management - provide the daily management and tuning required to keep the OS operational and at peak performance
- Security – Including account level and role-based security

Describe Vendor's ability to perform OS updates and security patches when required by the System Office up to 12 a year.

<Response>

As detailed above, CampusWorks maintains a robust patch and upgrade management methodology in support of vendor major, minor and security patches. CampusWorks prior work with the NCCCS makes it fully aware of the additional support the System Office provides its member institutions. CampusWorks will work with the System Office the same as it would with any vendor to review, validate and deploy all Operating System (OS) updates and patches. Beyond specifically stated experience and approach to managing and applying OS patches and updates, CampusWorks will provide a Team Lead who will act as coordination between the System Office, OS vendor, and all participating institutions to ensure that new OS patches and upgrades are reviewed, thoroughly tested and deployed in accordance with institutional practices. CampusWorks approach also provides recurring vulnerability scanning after each monthly OS upgrade or patch to ensure there are no vulnerabilities introduced with changes to the environment. In addition, CampusWorks will work to aggregate issues and activities and provide a roll-up report to the System office on a mutually agreed upon schedule of activities, events, and issues to ensure a continuous improvement feedback loop is maintained.

DATABASE MAINTENANCE

Describe Vendor's ability to perform Unidata and MS SQL updates and maintenance.

<Response>

CampusWorks will manage all Ellucian Colleague database administration functions to best practice. CampusWorks has developed detailed maintenance plans, backup and disaster recovery plans and procedures, Unidata patching, ODBC Database Connectivity, Colleague Studio, Visual Studio, SSRS, capacity planning, and overall tuning guidelines.

CampusWorks will manage all Ellucian Colleague routine application maintenance such as automate and verify log rotation, clearing of garbage collection, etc. CampusWorks has developed detailed maintenance plans that follow industry best practices and Ellucian standards.

CampusWorks dedicates the resources required to ensure success at all engagements. We have several teams that will be a part of the overall NCCCS delivery team from Colleague resources, infrastructure, security, and leadership. Detailed Bios are provided for systems, network, and security engineers team members.

CLONING ENVIRONMENT

Describe Vendor's ability to perform environment cloning of the CIS System up to 12 times a year.

<Response>

CampusWorks will work with NCCCS participating institutions to document and manage the data cloning schedules and criteria to trigger the cloning process to keep the data fresh across all instances. This CampusWorks process is leveraged at multiple Colleague schools today. The process will be documented, and knowledge transfers will be conducted with appropriate NCCCS team members.

REPORTING

- Describe Vendor’s ability to provide monthly reports of CIS availability to the System Office and Community College designee. o Vendor shall provide an example of the monthly report as part of their IFB response.

<Response>

As noted earlier, CampusWorks SolarWinds Network Monitoring and ITSM solution provides real-time reports on infrastructure activities such as availability, uptime and incidents and resolutions. In addition, CampusWorks would prepare a broader monthly report detailed activities, issues, and services delivered to each participating institution.

Sample Ticketing System Dashboard View



PHONE SUPPORT

- Describe Vendor’s ability to provide periodic phone or virtual meeting support for college staff as required.

<Response>

CampusWorks’ CIS administration services model provides for a named resource to each institution utilizing these services. As such, a CampusWorks resource would be assigned to participate in weekly staff meetings to ensure an understanding of upcoming important events like registration, maintenance windows, and planned activities. In addition, CampusWorks’ resources will provide weekly updates to the NCCCS and participating institution IT team(s) on Colleague and related software. These updates will include product enhancements, new features, and security alerts, as released. CampusWorks maintains an open line of communication with Ellucian including quarterly

product and system updates specifically delivered to the CampusWorks team to ensure that we are knowledgeable and able to provide support for evolving product changes and updates. Our pricing model assumes up to 10 hours/month of phone support per institution.

OPTIONAL ENHANCED SERVICES

Describe Vendor's ability to perform Operating Systems Upgrades (no more than 1 per year)

<Response>

CampusWorks has expertise in providing highly skilled operating system maintenance and management. Our current and prior experience includes Linux (e.g., Redhat, Solaris, HP-UX, etc.), Windows Server (2003, 2008, 2012, 2016) along with virtual hypervisors (e.g., VMware, Hyper-V, etc.). CampusWorks is fully equipped to manage the entire Operating System stack.

Describe Vendor's ability to perform tuning of all CIS services (no more than 1 per year)

<Response>

CampusWorks will perform routine system performance maintenance, tuning, load tests, and health checks. A few areas focus will be system resources based on monitoring metrics, log rotation, and clearing of garbage collection. The CampusWorks approach is to follow the change management processes when suggesting pro-active performance tuning.

Describe Vendor's ability to provide support for reporting database, currently Entrinsik Informer, and perform tuning and upgrades

<Response>

CampusWorks has extensive experience with Entrinsik Informer in a Unidata Colleague environment. As such, we are conversant in developing computed columns in Colleague for calling by Informer, creating and providing a report inventory by department, training departments on creating/modifying their own reports, and maintaining the Informer environment. Upgrades are accomplished by creating the new production instances on the most up-to-date operating system certified by Entrinsik, porting the appropriate reports to the new environment, and testing and revising as necessary to accomplish the objective of operating in the upgraded system. Once the new production system is in place, clones are performed for maintaining the test environment. Monthly maintenance by restarting services to clear cache and boost performance, along with maintaining the requisite patches and minor point release upgrades will be scheduled and executed.

Describe Vendor's ability to provide Server Certificate management; installation and updates on CIS servers and applications (no more than 4 per year)

<Response>

CampusWorks takes a holistic approach to SSL certificate management. We start with a detailed inventory and scheduled reminders for proactive maintenance. CampusWorks can generate new or renew server certificates at the certificate authority (CA) level and install them on Linux and Windows.

Describe Vendor's ability to perform and manage Colleague LDAP Integration

<Response>

CampusWorks depth of knowledge in Active Directory, LDAP, and other directory services coupled with Colleague expertise allows us to be successful in managing these environments. CampusWorks has designed and configured LDAP integrations for various clients.

Describe Vendor's ability to perform and manage Critical Active System Monitoring (no more than 40 hours per year)

<Response>

CampusWorks utilizes a cloud managed services monitoring system by SolarWinds for high-availability and scalable solutions. The solution is deployed during the start-up phase of the engagement and gives both CampusWorks and each client visibility and reporting into their environment. CampusWorks has pre-defined criteria for alerting and can accommodate specific monitoring needs (e.g., services, ports, etc.)

Change Management

Describe Vendor's Change Management process.

<Response>

CampusWorks leverages an ITSM tool for ticketing and change requests. CampusWorks follows the ITIL model for Change Management, and recommends a weekly review meeting by the identified Change Management Board for each institution to document and cover the following with the CampusWorks team:

- Submission - Change reason, urgency, risk, type, scheduled start and end, assets involved
- Planning – description of the impact, roll out plan, back out plan, checklist, and anticipated downtime
- Approval – seek out approval by the Change Management Board or equivalent
- Implementation – completion of the checklist, task details, work log, scheduling of downtime
- Review – post-implementation review stage, lessons learned documented
- Close – closure of the change request

Planned changes will be scheduled at least one week in advance, though quarterly planning is preferred. Planned downtime will first seek to utilize any regular maintenance windows, then recommend additional windows that have the least negative impact on services to complete the work. Emergencies will be handled in conjunction with college policy, procedure, and personnel, and documented as a change after services are restored. This detailed process is outlined in a formal plan prior to the engagement start developed with the client's leadership.

3.1. VENDOR STANDARD AGREEMENT(S)

Acknowledged

3.2. VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.

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

NO

4.0 FURNISH AND DELIVER

IFB Number: 50-NCCCS-07052018

3.8. DELIVERY RESERVED.

4.0 FURNISH AND DELIVER

The table below lists the services described in this IFB. Cost shall be provided on a per entity basis only. There is no minimum purchase requirement.

Vendor(s) must include any associated cost for all items listed in the table below.

ITEM	TERM	DESCRIPTION	YEAR 1 COST PER ENTITY	YEAR 2 COST PER ENTITY	YEAR 3 COST PER ENTITY
1	Years 1-3	Standard Services - System Administration Services	165,600	165,600	165,600
2	Years 1-3	Enhanced Services (optional) - Operating Systems Upgrades	6,000	6,000	6,000
3	Years 1-3	Enhanced Services (optional) - Performance Tuning of all CIS Services	3,000	3,000	3,000
4	Years 1-3	Enhanced Services (optional) - Support for Database Reporting	4,800	4,800	4,800
5	Years 1-3	Enhanced Services (optional) - Server Certificate management; installation and updates on CIS servers and applications (no more than 4 per year)	1,800	1,800	1,800
6	Years 1-3	Enhanced Services (optional) - Colleague LDAP Integration	3,600	3,600	3,600
7	Years 1-3	Enhanced Services (optional) - Critical Active System Monitoring	4,800	4,800	4,800


ITEM	TERM	DESCRIPTION	PER ENTITY
8	Year 4	1-Year Option to Renew	165,600
9	Year 5	1-Year Option to Renew	165,600


Colleague Resources

CampusWorks' team is technologically proficient and knowledgeable of the Colleague administrative system. CampusWorks maintains a cadre of its own Colleague subject matter and technical professionals and provides Colleague support services to dozens of institutions. Over the past 19 years, CampusWorks' performance has demonstrated our core leadership, key differentiators, and passion for higher education successes. The following list provides the University with a sampling of our successful projects involving Colleague services at colleges and higher education institutions. Upon request, we are happy to provide many other performance records not here provided.

- Adler University, IL
- Asheville-Buncombe Technical Community College, NC
- Bergen Community College, NJ
- Bunker Hill Community College, MA
- Chesapeake College, MD
- Clark State Community College, OH
- Columbus State Community College, OH
- The Culinary Institute of America, NY
- Dallas County Community College, TX
- Eastern Iowa Community College, IA
- Green Mountain Higher Education Consortium, VT
- Hillsborough Community College, FL
- Lincoln University, MO
- Macomb Community College, MI
- McDaniel College, MD
- Milwaukee Area Technical College, WI
- Montgomery County Community College, PA
- North Iowa Area Community College, IA
- Norfolk State University, VA
- Prince Georges Community College, MD
- San Jose Evergreen Community College District, CA
- San Juan College, NM
- Shasta College, CA
- Springfield Tech Community College, MA
- St. Michael's College, VT
- Sussex County Community College, NJ
- Tarrant County College, TX
- The Cooper Union, NY
- Upper Iowa University, IA
- University System of New Hampshire, NH
- Vermont State Colleges, VT
- Washington College, MD
- Washington and Lee University, VA
- Willamette University, OR


Representative Professional Bios

Andrew Albers Senior Technologist	
	<p>Andrew has spent more than two decades in Information Technology at higher education institutions, where he has demonstrated his ability to leverage technology to optimize operational efficiency.</p> <p>Areas of Expertise: Colleague ERP, database administration, Envision programming</p>
Higher Education Experience	Relevant Projects
<ul style="list-style-type: none"> Over 20 years' IT experience in higher education 	<ul style="list-style-type: none"> Bergen Community College, NJ Bunker Hill Community College, MA Chesapeake Community College, MD Navarro College, TX San Jose Evergreen Community College District, CA
Real Results	
<ul style="list-style-type: none"> As CampusWorks' senior technologist at Bunker Hill Community College, Andrew serves as Colleague programmer and has been instrumental in optimizing their ERP system to improve performance and reporting. He repaired the Colleague data file containing the Accuplacer Test responses and modified the import program to check for changes in the import format, thereby preventing data from importing into the wrong columns. He also updated the enrollment dashboards that are used by college executives, so they correctly report the previous term's enrollment numbers. As CampusWorks' senior technologist at Navarro College, Andrew served as Colleague administrator. In this role, he implemented a regular software update schedule, scanned Navarro's existing Unidata database and helped repair bad data for conversion to SQL Server database. He also helped the financial office change a cumbersome, days-long manual entry process to an automated import process that now takes only a few minutes. As Grinnell College's database administrator, Andrew provided broad technical support across the institution. He supported the College and Alumni Relations Office's use of Raiser's Edge constituent management system, including Blackbaud Net Community web portal, and worked closely with the development operations staff to maintain data, create reports, support Colleague, and maintain database backups. He also led the IT side of the conversion from Ellucian's Benefactor to Raiser's Edge, installed software updates to both systems, and created and maintained the nightly export of Ellucian data to a SQL Server report server. Andrew also worked closely with the Student Health Center, helping them to purchase and implement Point and Click's data management system. The college relied on Andrew's expertise in the evaluation and selection of Ellucian's Colleague and Benefactor software. He wrote several conversion programs to convert data from the legacy POISE system to the new Ellucian Unidata database. As Grinnell College's programmer/analyst, Andrew provided front-line customer support for several administrative offices on campus, including the Office of Admission, Registrar and Student Affairs, working closely with each to help improve efficiency and reporting. He also supported the administrative email system, All-In-One, developed a wide variety of reports, helped analyze office procedures and improve efficiency through the use of technology, and instructed users on the campus email system and main campus database system. 	
Education & Training	
<ul style="list-style-type: none"> BS, Computer Science, Iowa State University BBA, Management Information Systems, Iowa State University Extended training: Project Management, SQL Server Management, SQL Server Reporting Services, SQL Server Analysis Services, Microsoft SharePoint User and Admin, VB.NET, and multiple Ellucian training classes 	

Rich Gajus Senior Technologist	
	<p>Rich is a seasoned IT professional with over 30 years of extensive hands-on experience planning, developing, and delivering of cost-effective, high-performance technology solutions to meet institutions' needs.</p> <p>Areas of Expertise: IT project management and implementation, business strategy, process reengineering, Colleague ERP</p>
Higher Education Experience	Relevant Projects
<ul style="list-style-type: none"> Over 30 years' IT experience in higher education 	<ul style="list-style-type: none"> Bunker Hill Community College, MA Limestone College, SC
Real Results	
<ul style="list-style-type: none"> As Western International University's Colleague lead and system administrator, Rich provided technical support for the migration to FA, AR/CR, GL, CROA, and Self Service, creating the billing setup, software installs, and Envision code. He also assisted in redesigning Degree Audit while writing a computed column to return a program GPA. Prior to joining the University full-time, Rich served as a consult for three years, providing development and system administration support for Ellucian systems during full life cycle conversion from Uni-Data/Unix to SQL/Windows including on-going support. As a systems consultant at EXECUSYS, Rich provided support for a variety of clients utilizing Ellucian products. He developed Envision reports for UI 4.3 finance and student services and SQL back-end on UI 4.3 as well as Envision-based automation programs. As an analyst at Cincinnati State, Rich supported all of Finance. He created CF Web Advisor Screens and Web Advisor "splash" screens to verify data upon login; provided full life cycle support utilizing Web Advisor, Colleague Studio, Visual Studio, Java, and VB .net; implemented new e-commerce provider/gateway while coordinating PCI compliance audit; and re-engineered the refund process, automating ACH refunds for students. As Washington State Community College's assistant director of MIS, Rich was the 'go to' technical resource. He provided Envision, Unix, Colleague R18, web advisor, intranet, and integration support; facilitated the WSCC User Group, and investigated, recommended, procured, and implemented a reporting solution for the user community. As a programmer/analyst at Franklin University, Rich focused on re-engineering and automating business processes utilizing full functionality provided within Colleague. He was the point person who led the upgrade to Ellucian's Release 18, which included managing the technical aspects of the upgrade and providing full life cycle support for Ellucian ST and CF applications utilizing Envision and UniData. As a senior applications developer at Columbus State Community College, Rich provided integration solutions for Colleague with web and other technologies while serving as primary technical liaison for Registration, Bursar, and Admissions. He created Financial Aid SAP programs to bring the College into compliance with DOE and resolved payment allocation problems by reengineering and automating business processes. 	
Education	
<ul style="list-style-type: none"> AAB, Computer Information Systems Programming, Cincinnati State 	

Jason Hurley Senior Technologist	
<p>Jason is a skilled technologist with extensive knowledge of Peoplesoft 8, 9, and Ellucian Banner and Colleague student information systems and a demonstrated understanding of institutions' functional processes and how to leverage technology to meet their needs.</p> <p>Areas of Expertise: ERP systems, functional analysis, business process improvement, database and system administration</p>	
Higher Education Experience	Relevant Projects
<ul style="list-style-type: none"> • Over 14 years' IT experience in higher education • IT skills include SQL, PL/SQL, JAVA • PMBOK Project Management Methodology 	<ul style="list-style-type: none"> • DePaul University, IL • Georgetown University, D.C. • Johns Hopkins School of Medicine, MD • Prince George's Community College, MD • University of North Carolina, NC
Real Results	
<ul style="list-style-type: none"> • As University of North Carolina-Charlotte's functional lead, Jason consulted on Banner and Banner Workflow while defining preliminary solutions for clients and senior ITS staff. He trained Finance, HR, and AR staff on Banner 9 basic navigation and led efforts to test all project functions of applications and worked with the project team to ensure they applied standards and best practices. He also worked with senior-level decision makers to define long-term application strategies for the campus. Jason demonstrated his understanding of the campus community's functional processes and recommended solutions based on a gap analysis. He also worked with technical staff members to design solutions or triage issues to applications for the betterment of the university. He worked with infrastructure staff and campus end users to install software upgrades as required, and he troubleshooted applications on a daily basis to recover, adjust, modify and improve application systems to ensure production or delivery of products and services, including tools and mechanisms for distributing new or enhanced software, worked with end users to ensure applications conformed to their business needs. He also designed functional requirement documentation based upon analysis and needs. • As Georgetown University's senior functional analyst, Jason developed, implemented, and executed testing plans for Banner Student Information System and developed detailed specifications for application development of the University's business processes. He developed end-user training and documentation and coordinated and conducted testing. Jason maintained an extensive knowledge of end-user business processes, engaged in appropriate change management activities, and managed communications with University Information Services by working with and reporting to the user community. He worked across teams to support the acquisition of new skills and areas of expertise and managed all aspects of Banner Workflow implementation and development. Jason served as the functional lead and subject matter expert for Banner XE applications and engaged in functional testing with the DegreeWorks 4.1.4 upgrade. • As Prince George's Community College's business analyst/programmer, Jason led and analyzed business processes and functions as they relate to the development, modification, and enhancement of applications within the Colleague ERP System. He gathered and wrote business/technical requirements for student application programming/system development changes, analyzed student application programming problems and devised solutions, tested and implemented student system and application program specifications, and researched best practices and proposed best solutions to the user community. Jason also researched, analyzed, and tested software updates to determine their impact on existing financial aid processes. He managed the creation and implementation of queries to meet internal and external reporting needs, trained faculty and staff on creating reports out of Business Objects reporting solution, and created ad-hoc reports using Microsoft FrontPage, SQL, and Business Objects to enable sending of appropriate HTML e-mails using Communications Management. • As John Hopkins School of Medicine's senior programmer/analyst, Jason analyzed, designed, developed, documented, tested, implemented, and supported the database systems for the Registrar's Office, including security, maintenance, and data integrity. He incorporated faculty data from the DataEase database into the 	

<p>Registrar's Office database systems, designed and developed database modules for enhancements of new items required of the mission-critical legacy database systems, including defining business rules.</p> <ul style="list-style-type: none"> As DePaul University's senior functional analyst, Jason was responsible for the regular reporting and database analysis of both current and historical records from the PeopleSoft ERP System. He created and implemented queries to meet internal and external Student Records reporting needs and assisted with the PeopleSoft version 9 upgrade. He maintained, redesigned, and developed student information systems and functionality for Student Records and Advising purposes, analyzed the database to secure the quality of student records data, and served as the technical liaison between Student Records and IS in the analysis, design, development, and support of the various systems that house student record information, such as the data mart and warehouse. He oversaw the integral implementation of the all Student Records Reports from the database, performed data process modeling for using existing data and tools for analytical decision making process related to student records, and led the analysis of software updates and unit testing in the Office of Student Records. He also worked closely with the leadership team in Student Records in strategy development and long-term planning. As Jackson State University's knowledge management associate, Jason analyzed Banner Student applications to determine conformance with user requirements. He troubleshooted and corrected routine software malfunctions and patches and prepared documentation on program coding and testing processes. He queried against SCT Banner ERP system to create reports based on user specifications. He also supervised a team to assist with the completion of faculty portfolios, backup, deployment, installation of computer systems, printers, audio, and visual equipment for administrators, faculty, staff in the Office of Academic Affairs and academic units. Jason served as the system administrator, which included training faculty, staff, and graduate students and creating and managing user accounts and groups with Quantum Knowledge Management tool (Oracle database) supplied by Entopia Inc. He also worked directly with academic offices, facilities operation, and preferred state vendors to plan and purchase new systems and services.
Education
<ul style="list-style-type: none"> MS, Computer Science, Jackson State University BS, Computer Science, Jackson State University

Tara Mangaya, PMP Senior Technologist	
	<p>Tara is a talented technologist known her ability to help institutions optimize the way they use Colleague and lead complex implementations and upgrades.</p> <p>Areas of Expertise: software development lifecycle, ITILv3 best practices, software management, project management, change management, IT leadership, Colleague ERP</p>
Higher Education Experience	Relevant Projects
<ul style="list-style-type: none"> Over 15 years' higher education experience 	<ul style="list-style-type: none"> Bunker Hill Community College, MA Carleton College, MN Chesapeake College, MD Loyola University, MD Macomb Community College, MI Massachusetts College of Art & Design, MA McDaniel College, MD San Juan College, NM
Real Results	
<ul style="list-style-type: none"> As CampusWorks' senior technologist at Macomb Community College, Tara served as part of the assessment team that evaluated whether the College was ready to SQL to migrate its Colleague ERP system to SQL. As CampusWorks' senior technologist at San Juan College, Tara provided Colleague support. As Maryland Department of Budget and Management's project manager/technical consultant, Tara served as implementation lead for the deployment of FICO Debt Manager system. She reviewed processes for all 	

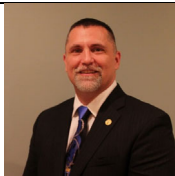
systems and interfaces that integrated with Debt Manager to ensure that SDLC implementation standards were followed and managed and developed requirements documents from “as is” state for “to be” processes. She reviewed impacts, risks, and approved system changes for change management and gathered requirements for processes and systems and worked with vendor to provide solutions

- As Loyola University's associate director of operations and database administration, Tara was responsible for maintaining the Colleague ERP and associated systems. She planned and led campus activities that assured the timely testing and delivery of baseline services; managed technical projects (e.g. implementing new systems, updates, upgrades, data migration) following PMO-PMI standards; and installed vendor-delivered and custom software in Colleague. She maintained Unidata DBMS and other third-party systems with SQL server DBMS; cloned application environments to refresh data and documented the process; trained new users on Colleague and other applications; developed and maintained Colleague security for on-boarding, updating, and retiring accounts; worked with vendor, infrastructure, and other technology teams to plan and test disaster recovery; led change management for releasing and deploying software into Production. She also managed all internal operational tickets from end users, applying appropriate ITIL best practices, conducted root cause analysis on incidents, and managed crises. She assisted users with testing and validating software updates and gathered requirements for business analysis and process mapping.
- As Loyola University's programmer analyst, Tara supported and maintained the CRM Graduate Application System, worked with the Web Initiatives Team to implement web-based projects, troubleshoot web and integration issues for graduate/undergraduate end users, developed reports for online application (using Crystal reports) and for First Year Programs, Family Weekend, Alumni Relations (using Reporting Services). She served as user liaison for Admissions and IT PM to implement HR New Employee Hire Workflow.
- As Loyola University's senior programmer, Tara developed complex reports using Colleague Uniquery and Crystal Reports; maintained custom applications using Unibasic and Envision; developed and maintained user documentation for all departments' processes; and served as user liaison. She was responsible for database administration of Benefactor; maintained Magic Helpdesk and generated management reports for departments tickets; and researched and analyzed workflows for offices. As a committee member of service standards, she developed and implemented institution-wide service standards for Division of Finance.

Education & Certifications

- MBA, Business and Information Systems, Loyola University
- BBA, Business and Computer Information Systems, University of Baltimore
- PMP - Project Management Professional, Project Management Institute

**Rick Olson
Senior Optimization Specialist**



Rick is an innovative leader with a passion for leveraging technology to enhance and streamline business processes.

Areas of Expertise: project management, business process review and optimization, ERP implementations, Student Financial Services, Colleague ERP

Higher Education Experience

- Nearly 20 years' experience in higher education


Relevant Projects

- Bunker Hill Community College, MA
- Coconino Community College, AZ

Real Results

- As CampusWorks' senior optimization specialist at Bunker Hill Community College, Rick optimized business processes and leveraged technology to increase efficiency for the Business Office and HR/Payroll.
- As Falls of Neuse Management's IT project manager, Rick was responsible for the overall direction, coordination, implementation, execution, control, and completion of specific projects, ensuring consistency with company strategy, commitments, and goals.
- As University of Wisconsin-Stout's director of student financial services, Rick was responsible for the functional areas of Customized Instruction Billing, Delinquent Account Collection, Financial Aid Distribution,

<p>Laptop Program Management, Minnesota Reciprocity, Perkins Student Loan Collection, Sponsor Billing, Student Accounts Receivable, University Cash Management, and University Cashier.</p> <ul style="list-style-type: none"> As University of Wisconsin-Stout's business automation senior, Rick assisted the bursar by overseeing billing, financial aid application, withdrawals, and student accounts. He helped develop and prepare annual and periodic financial reports, tested and implemented enhancements and patches to Ellucian Colleague, integrated database software, troubleshoot software problems, and developed solutions. He worked with the Financial Aid Office to maintain consistent coding between offices, maintain Perkins Loan information, and coordinate the posting of Financial Aid. He set up and maintained the Department of Education Return of Title IV software for financial aid withdrawals and Sponsor Billing information. He provided ongoing training for user departments, presented at a national user's group conference on the implementation of web-based enhancements to database software, and created enhancements to meet users' requests. As University of Wisconsin-Stout's IS program area liaison, Rick tested and debugged all operational components of each module; worked with administration, module teams, technical team, and end users to tailor the application to the specific needs of the University; and created and use-tested data for each module. He worked with the technical team to develop and test reporting and interface requirements; develop application system documentation, procedure manuals, and training guides for user departments; and provide ongoing training for user departments. He supported Student Accounts Receivable records, processed refunds and withdrawals, and collected financial aid repayments according to federal regulations. He also prepared monthly student billing for approximately 8,000 students and supported computer hardware and software for the Accounts Receivable Office.
Education
<ul style="list-style-type: none"> BS, Business Administration and Management, University of Wisconsin-Stout

Juan Rosario Senior Technologist	
	<p>Juan is a seasoned technologist skilled at finding solutions to even the most challenging technical problems.</p> <p>Areas of Expertise: Colleague ERP, Microsoft SQL Server, software development, database design, disaster recovery, strategic planning, project management</p>
Higher Education Experience	Relevant Projects
<ul style="list-style-type: none"> Nearly 20 years' IT experience in higher education 	<ul style="list-style-type: none"> Bergen Community College, NJ North Iowa Area Community College, IA Oglethorpe University, San Juan College, NM University of Bridgeport, CT
Real Results	
<ul style="list-style-type: none"> As CampusWorks' senior technologist, Juan supports colleges and universities that use Ellucian's Colleague ERP system. Juan works with institutions to gather information about their programming needs, business objectives, and technical challenges, and he provides custom solutions to meet their unique needs. As Champlain College's Colleague consultant, Juan diagnosed root causes of reported issues; created subroutines, computed column, and reports with Colleague Studio; and provided onsite and remote client consultation on Colleague Student and Finance. As Oglethorpe University's manager of administrative computing, Juan ensured Colleague's optimum performance by running the optimization process and patching. He assisted the CIO in developing and implementing the administrative computing strategic plan, needs assessment, budget, policies, and procedures. He identified risks and issues using third-party software, implemented various Colleague software applications, and served as project manager to ensure on-time and high-quality delivery. He also supported, maintained, and updated the Informer Reporting tool; supported Colleague's Human Resource and Payroll modules; and set up the general ledger transaction import. 	

- As Ellucian’s senior programmer at the University of Bridgeport, Juan led the team responsible for maintaining and supporting the Colleague Financial and Human Resource modules. He served as project manager of key implementations, such as the Web Advisor web portal (for prospective and current students, parents, alumni, donors, faculty, and staff), web requisition, and web purchasing. He assisted the Human Resource and Payroll Office in the implementing leave time tracking and helped the Business Office with the fiscal year-end processing. He wrote software manuals, documents, and best practices and provided training.
- As Ellucian’s programmer at the American University of Puerto Rico, Juan implemented the following Colleague modules: Human Resources (Benefits, Deductions, Leave, Positions, Web Time Entry), Payroll (Tax, Payroll Process, Web Stubs, Direct Deposits), Financials (Fixed Assets, Purchasing, GL), Student, and WebAdvisor. He also wrote software manuals, documents, and best practices and installed, configured, and tested new software.

Education

- MS, Open Information Systems, InterAmerican University of Puerto Rico
- BS, Computer Sciences, University of Puerto Rico

**Michelle Shadrake
Senior Technologist**



Michelle is a skilled technology professional with a talent for analyzing and resolving complex issues.

Areas of Expertise: business process review and optimization, project management, business intelligence and reporting, Colleague ERP

Higher Education Experience	Recent Projects
-----------------------------	-----------------


- | | |
|--|--|
| <ul style="list-style-type: none"> • Over 26 years’ IT experience in higher education | <ul style="list-style-type: none"> • Bunker Hill Community College, MA • North Iowa Area Community College, IA |
|--|--|

Real Results

- As CampusWorks’ senior IT specialist at North Iowa Area Community College, Michelle helped develop a process for identifying and tagging duplicate student and employee records in the Colleague SQL database, which contained records merged from multiple databases.
- As Ellucian’s services delivery manager for the Managed Services Division, Michelle coordinated infrastructure, business intelligence, and professional service resources for 30 managed services sites. As practice manager, Michelle supervised remote staff, coordinated site and practice resources, and provided functional and technical support. As senior systems consultant, she delivered implementation services and consulting in: business process optimization; project planning; system administration; systems, technical, and functional areas; and targeted training. She received multiple “Gem” awards for her work with 20+ institutions, providing business process review and optimization services, project planning, system administration, technical and functional consulting, and targeted training. She implemented two full Colleague implementations in abbreviated time frames, resulting in on-time, in-budget deliveries.
- As Baldwin-Wallace College’s IT project manager, Michelle implemented Colleague software after a failed start. She worked with College leadership to manage user and technical training, data migration, and post-implementation support. She created an overall project plan and sub-plans for each module and supervised and created professional development plans for ERP staff members. She worked with users to design, implement, and document custom processes and procedures. In her role as institutional research associate, Michelle expanded the department to support implementation and executive reporting. She created datamarts to support longitudinal analysis and performed other institutional research functions as required for the college. Used SPSS to prepare and move datasets for the Colleague implementation. She supervised institutional research functions throughout her tenure at Baldwin-Wallace.

Education

- MEd, Educational Research concentration of Curriculum & Foundations, Cleveland State University
- BA, Promotional Communications, Cleveland State University

Samuel J. Pierre Senior Database Administrator	
	<p>An accomplished, results-oriented senior Microsoft certified professional with over 10 years of experience working in all aspects of software development, and implementation of SQL server databases. Hands-on experience leading database management efforts, including analysis, design, architecture, deployment, testing, and support. Recognized for consistent success in improving systems, processes, and procedures to streamline operations, and enhance performance.</p> <p>Areas of Expertise: Standby/Failover Administration, Teambuilding & Supervision, Capacity Monitoring, Data Security, Backup & Recovery, Deployment & Implementation, System Monitoring, Upgrade & Patching, Performance Tuning</p>
Experience	Relevant Projects
<ul style="list-style-type: none"> • Nearly 20 years' experience as a System and Database Administrator • Extensive experience managing, upgrading, and deploying SQL Server environments • Documented improvement of database performance by 20% annually • Reduction of database incidents by 33%, while improving availability to 99% 	<ul style="list-style-type: none"> • Bunker Hill Community College, MA • Aims Community College, CO
Real Results	
<ul style="list-style-type: none"> • As a Senior Database Administrator (DBA) with CampusWorks, Samuel has provided DBA services to Bunker Hill CC and Aims CC. • As a Senior Database Administrator (DBA) at Fidelity National Information Service, Samuel managed the SQL Server environment and software development projects. He ensured minimal server downtime and improved the SQL Server performance by a minimum of 20% annually. During the SQL Server 2016 upgrade, he developed the system requirements that served as the baseline for meeting double-digit return on investment (ROI) in their SQL environment. Samuel reduced the number of client impacting change incidents for new software releases by 20% and improved the product upgrade and application deployment time by 35%. • As a Senior Microsoft SQL DBA at SunGard Data Systems, Samuel managed the production, development, and QA clustering environments that hosted the SQL Servers (2008 R2, 2012, 2014) including the SSIS packages, SSRS report and SSDT solution. He maintained responsibility for performing the ongoing configuration, database creation, and security management of the server, and was successful in reducing the number of database incidents by 33% while improving the availability of the databases to 99%. • As a Senior Database Engineer at Integrated Business Solutions Samuel designed and implemented the Multi-Instances and SSRS reporting scale-out deployment for the SQL clustering. In addition to his automated optimization routines and emergency database analysis, he maintained responsibility for software implementation, deployment and system configuration. Samuel developed the company's solutions for high availability, disaster recovery, and capacity planning. • As PwC's Database Administrator, Samuel managed the Network, SQL servers, production applications, intranet and file servers. He replaced the expensive Novell NetWare and Sybase systems with Microsoft Windows technology reducing administration and support expenses. Samuel reduced the Group's business risks by implementing a high-availability environment, and reducing significant system downtime with a comprehensive disaster recovery plan. Samuel increased server performance and reduced unnecessary expense by rebuilding the business' server room with high efficiency solutions.. 	
Education & Certifications	
<ul style="list-style-type: none"> • BA, Economics, Minor in Computer Science, Binghamton University • MICROSOFT: Data Platform 2012, MCDBA (Certified Database Administrator), MCITP (Certified IT Professional), MCSA (Certified Solutions Associate), MCSE (Certified Solutions Expert) • COMPTIA: A+, Network+, Security + 	

Executed Addendum



NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
PROCUREMENT SERVICES

Solicitation Addendum

Solicitation Number: 50-NCCCS-07052018
Solicitation Description: System/Network/Database Administration Services
Solicitation Opening Date and Time: April 17, 2019 at 2:00pm
Addendum Number: 01
Addendum Date: April 9, 2019
Contract Specialist or Purchasing Agent: *Kate McCullough, Associate Director*
mcculloughk@nccommunitycolleges.edu; Phone: 919-807-7228

-
1. Return one properly executed copy of this addendum with your proposal prior to or on the Bid Opening Date/Time listed below.
 2. The solicitation is hereby modified as follows:
M1. 50-NCCCS-07052018 opening date is: **April 30, 2019 at 2:00pm ET**
-

Failure to acknowledge receipt of this addendum may result in rejection of the response.

Check ONE of the following options:

- Bid has not been mailed. Any changes resulting from this addendum are included in our bid response.
- Bid has been mailed. No changes resulted from this addendum.
- Bid has been mailed. Changes resulting from this addendum are as follows:

Execute Addendum:

Offeror: CampusWorks Inc.
Authorized Signature: *Mahendran K. Jawaharlal*
Name and Titled (Typed): Mahendran Jawaharlal, CEO
Date: April 26, 2019

Solicitation Number: 50-NCCCS-07052018
Addendum Number: 02

Page 5

Sign Clarification:

Offeror: CampusWorks Inc.

Authorized Signature: 

Name and Titled (Typed): Mahendran Jawaharlal, CEO

Date: April 26, 2019

Vendor must return all the pages of this solicitation with its offer

STATE OF NORTH CAROLINA NC COMMUNITY COLLEGE SYSTEM (NCCCS)	INVITATION FOR BIDS NO. 50-NCCCS-07052018
	Offers will be publicly opened: April 17, 2019
Refer <u>ALL</u> inquiries regarding this IFB to: Kate McCullough, Associate Director mcculloughk@nccommunitycolleges.edu 919-807-7228	Issue Date: March 8, 2019
	Commodity Number: 920-66
	Description: System/Network/Database Administration Services
See page 4 for mailing instructions.	Using Agency: NC Community College System (NCCCS)
	Requisition No.:


OFFER AND ACCEPTANCE

The State seeks offers for the Software, Services and/or goods described in this solicitation. The State's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this IFB, (3) specifications, (4) Department of Information Technology Terms and Conditions of this IFB, and (5) the agreed portions of the awarded Vendor's offer. **No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.**

EXECUTION

In compliance with this Invitation for Bids, 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: CampusWorks Inc.		
STREET ADDRESS: 1767 Lakewood Ranch Blvd. #305	P.O. BOX:	ZIP: 34211
CITY, STATE & ZIP: Bradenton, FL 34211	TELEPHONE NUMBER: 941-316-0308	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: Mahendran Jawaharlal, CEO	FAX NUMBER: 941-954-2398	
AUTHORIZED SIGNATURE: 	DATE: 04-09-2019	E-MAIL: success@campusworksinc.com

Offer valid for (120), days from date of offer opening unless otherwise stated here: ____ days.

ACCEPTANCE OF OFFER

If any or all parts of this IFB are accepted, an authorized representative of NC Community College System (NCCCS) shall affix their signature hereto. A copy of this acceptance will be forwarded to the successful Vendor(s).

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

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1.0 **INTENT, USE, DURATION AND SCOPE**

The purpose of this Invitation for Bids (IFB) is to establish a Convenience Contract enabling the North Carolina Community College System Office ("System Office") and 58 North Carolina Community Colleges (hereinafter individually known as the "Entity" and collectively known as the "Entities") to purchase the delivery of Managed Services Support, as needed for their individual College Information System (CIS). The NCCCS CIS solution is based on the Ellucian Colleague® system. Managed Services Support under this contract will provide procuring entities with comprehensive CIS Administration of the Ellucian Colleague Applications, Database, underlying database application and Colleague application services Operating Systems. Managed Services Support excludes the CIS hardware.

All Services will be provided in accordance with the terms and conditions of this IFB.

The scope of this contract will include support, maintenance, and professional services. Pricing for professional services shall be based on pre-defined Service Bundles.

It is the State's intent to establish a three (3) year contract for services to begin upon award of any contract resulting from this bid. The State reserves the right to extend the contract for two (2) additional one (1) year increments.

2.0 **GENERAL INFORMATION**

2.1 **VENDOR QUESTIONS**

Due Date: March 18, 2019
Time: 2:00 PM Eastern Time
Email: mcculloughk@nccommunitycolleges.edu

Written questions will be received at mcculloughk@nccommunitycolleges.edu until the date and time specified above. Please enter "Questions IFB 50-NCCCS-07052018" as the subject for the email. Vendor questions posed orally at any pre-offer site visit or conference must be reduced to writing by the Vendor and provided to the Contract Specialist.

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

2.2 **ADDENDUM TO IFB**

The State may issue addenda if Vendor questions are permitted as described below, or if additional terms, specifications or other changes are necessary for this procurement. All addenda will be posted to the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/>, and shall become an Addendum to this IFB.

2.3 **OFFER SUBMITTAL**

Due Date: Wednesday, April 17, 2019
Time: 2:00 PM Eastern Time

Instructions: Sealed offers, subject to the conditions made a part hereof, will be received at the address below, for furnishing and delivering the software and/or services as described herein.

MAILING ADDRESS FOR DELIVERY OF QUOTE VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
<i>QUOTE NUMBER: <u>50-NCCCS-07052018</u></i> Attn: Kate McCullough NC Community College System 5013 Mail Service Center Raleigh, NC 27699-5013	<i>QUOTE NUMBER: <u>50-NCCCS-07052018</u></i> Attn: Kate McCullough NC Community College System 200 West Jones Street Raleigh, NC 27603

It is the responsibility of Vendor to deliver the offer in this office by the specified time and date of opening, regardless of the method of delivery. Address envelope and include IFB number as shown above. Vendors are cautioned that offers sent via U.S. Mail, including Express, Certified, Priority, Overnight, etc., may not be delivered in time to meet the deadline.

Deliver **one (1) signed original executed offer**, and **one (1) copy** of the executed offer response along with **one (1) signed, executed electronic copy** of the offer on a USB Flash Drive(s).

Vendor must return all the pages of this solicitation with its offer. The files must not be password-protected and must be capable of being copied to other media. Offers submitted via facsimile (FAX) machine, telephone or electronically in response to this will not be accepted.

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

Prices and any other entry made hereon by Vendor shall be considered firm and not subject to change.

2.4 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 requirement 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. Vendor contact regarding this IFB with anyone other than Kate McCullough, Associate Director, may be grounds for rejection of said Vendor's offer.

2.5 LATE OFFERS

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

2.6 NON-RESPONSIVE OFFERS

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

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

2.7 NOTICE TO VENDORS

The State may, but will not be required to evaluate or consider any additional terms and conditions not previously agreed to by the State and submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's

response. By execution and delivery of this Invitation for Bid and response(s), the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless specifically accepted by the State.

2.8 E-PROCUREMENT SOLICITATION

This is **NOT** an E-Procurement solicitation. See Paragraph #31 of the attached Department of Information Technology Terms and Conditions, do not apply to this solicitation.

- General information on E-Procurement service can be found at: <http://eprocurement.nc.gov/>
- Within two (2) days after notification of award of contract, Vendor must register in NC E-Procurement @ Your Service at the following web site: <https://vendor.ncgov.com/vendor/login>
- As of the IFB submittal date, Vendor must be current on all E-Procurement fees. If Vendor is not current on all E-Procurement fees, the State may disqualify Vendor from participation in this IFB.

2.9 DISTRIBUTORS AND RESELLERS RESERVED.

2.10 POSSESSION AND REVIEW

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

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

2.11 IFB AWARD

It is the State's general intent to award this contract to one Vendor. However, 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 Vendor 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.

As provided by the statute, award will be based on Best Value Analysis, Source Selection Method in accordance with N.C.G.S. §143B-1350(h), which provides the offer must be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302. The award decision is made based on multiple factors, including: lowest cost to the Agency; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" Information Technology procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement. Evaluation shall also include compliance with information technology project management policies, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation.

A link to the Interactive Purchasing System (IPS) allows the public to retrieve contract award information electronically from the Internet web site: <https://www.ips.state.nc.us/ips/> Results may be found by searching by IFB number or agency name. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

2.12 POINTS OF CONTACT

Contact by the Offeror with the persons shown below for contractual and technical matters related to this IFB is only permitted if expressly agreed to by the Contract Specialist named on page 4, or upon award of contract:

Vendor Contractual Point of Contact	Vendor Technical Point of Contact
<p>[NAME OF VENDOR] CampusWorks Inc. [STREET ADDRESS] 1767 Lakewood Ranch Blvd. #305 [CITY, STATE, ZIP] Bradenton FL 34211 Assigned Contract Manager: Natalya Boock Email: nboock@campusworksinc.com Phone: 941-735-7130</p>	<p>[NAME OF VENDOR] CampusWorks Inc. [STREET ADDRESS] 1767 Lakewood Ranch Blvd. #305 [CITY, STATE, ZIP] Bradenton FL 34211 Assigned Technical Lead: Keith Myers Email: kmyers@campusworksinc.com Phone: 407.340.6137</p>

State Contractual Point of Contact	State Technical Point of Contact
<p>NC Community College System Procurement Services 5013 Mail Service Center (27699-5013) 200 West Jones Street Raleigh, NC 27603 Attn: Kate McCullough Email: mcculloughk@ncccommunitycolleges.edu Phone: 919 807-7228</p>	<p>NC Community College System Technology Solutions & Distance Learning 5013 Mail Service Center (27699-5013) 200 West Jones Street Raleigh, NC 27603 Attn: Stephen Reeves Email: reevess@ncccommunitycolleges.edu Phone: 919 807-7054</p>

3.0 SPECIFICATIONS

Vendor’s work can be done remotely. The State will ensure there is electrical power, Internet connectivity and secure access to CIS servers. Prior to performance, Vendor shall obtain the necessary documentation, procedures, security clearance, and work instructions from the NCCCS. Vendor may identify opportunities and suggest possible solutions for process and operational improvements.

A. SYSTEM REQUIREMENTS:

- Vendor’s OS maintenance must include Oracle Solaris versions 10 & 11 running on SPARC hardware, Red Hat Enterprise Linux version 7, or above, and supported versions of Windows Server in accordance with partner/vendor requirements and specifications.
- Vendor shall submit in its proposal documentation certifying that it is an authorized vendor to provide CIS System Administration Services as requested on the above operating systems.

B. STANDARD SYSTEM ADMINISTRATION SERVICES

Vendor shall describe how it will perform CIS System Administration Services within the specifications below.

- **CIS AVAILABILITY**
 - Describe how Vendor will conduct 24/7 uptime monitoring and response of CIS.
 - Describe how Vendor will monitor, correct, and report CIS availability to college staff and the NCCCS System Office (System Office).

- **CIS UPDATES**
 - Describe how Vendor will perform CIS updates and patches as released by the System Office, or appropriate application vendors, in coordination with community college staff within identified maintenance windows. This includes installing the release into a test environment for validation prior to installing it into the production environment.
- **COLLEAGUE SERVICES MAINTENANCE**
 - Describe how Vendor will maintain all Colleague Services for a Community College's CIS to include Core, Student, Finance, Human Resources, Colleague Users, Reporting, Portal, UniData database, User Interface, WebAdvisor, Self Service, Mobile and supported Application Programming Interfaces (APIs), Datatel Messaging Interface (DMI) configuration and tuning.
 - Describe how Vendor will coordinate the deployment of new CIS services and applications as offered by the System Office through Ellucian.
- **OPERATING SYSTEM (OS) MAINTENANCE AND UPDATES**
 - Describe Vendor's capability to install OS patches for all CIS systems in coordination with college staff within identified maintenance windows.
 - Describe Vendor's ability to perform OS updates and security patches when required by the System Office up to 12 a year.
- **DATABASE MAINTENANCE**
 - Describe Vendor's ability to perform Unidata and MS SQL updates and maintenance.
- **CLONING ENVIRONMENT**
 - Describe Vendor's ability to perform environment cloning of the CIS System up to 12 times a year.
- **REPORTING**
 - Describe Vendor's ability to provide monthly reports of CIS availability to the System Office and Community College designee.
 - Vendor shall provide an example of the monthly report as part of their IFB response.
- **PHONE SUPPORT**
 - Describe Vendor's ability to provide periodic phone or virtual meeting support for college staff as required.
- **OPTIONAL ENHANCED SERVICES**
 - Describe Vendor's ability to perform Operating Systems Upgrades (no more than 1 per year)
 - Describe Vendor's ability to perform tuning of all CIS services (no more than 1 per year)
 - Describe Vendor's ability to provide support for reporting database, currently Entrisik Informer, and perform tuning and upgrades
 - Describe Vendor's ability to provide Server Certificate management; installation and updates on CIS servers and applications (no more than 4 per year)
 - Describe Vendor's ability to perform and manage Colleague LDAP Integration
 - Describe Vendor's ability to perform and manage Critical Active System Monitoring (no more than 40 hours per year)

3.1. VENDOR STANDARD AGREEMENT(S)

The terms and conditions of Vendor's standard license, maintenance, or other agreement(s) applicable to Software and other Products acquired under this Agreement may apply to the extent such terms and conditions do not materially change the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Vendor's standard agreement(s), the terms and conditions of this Agreement 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 Terms and Conditions herein shall apply in all cases and supersede any provisions contained in 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.

3.2. VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.

In accordance with N.C.G.S. §143B-1361(b), Vendor must detail in the response, the way it intends to utilize resources or workers located outside the U.S. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer. The Vendor shall provide the following for any offer or actual utilization or contract performance:

- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States.
- b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors.
- c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States.
- d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided.

Will any work under this contract be performed outside the United States? YES NO

If Vendor answered "YES" above, list the location(s) outside the United States where work under this contract will be performed by Vendor, any sub-contractors, employees, or other persons performing work under the contract.

3.3. 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.

3.4. RESTRICTIONS ON CONTRACTS WITH THE STATE RESERVED.

3.5. CLOUD SERVICE PROVIDERS (CSPs) RESERVED.

3.6. BRANDING RESERVED.

3.7. BRAND-SPECIFIC PRODUCT RESERVED.

3.8. DELIVERY RESERVED.

4.0 FURNISH AND DELIVER

The table below lists the services described in this IFB. Cost shall be provided on a per entity basis only. There is no minimum purchase requirement.

Vendor(s) must include any associated cost for all items listed in the table below.

ITEM	TERM	DESCRIPTION	YEAR 1 COST PER ENTITY	YEAR 2 COST PER ENTITY	YEAR 3 COST PER ENTITY
1	Years 1-3	Standard Services - System Administration Services	165,600	165,600	165,600
2	Years 1-3	Enhanced Services (optional) - Operating Systems Upgrades	6,000	6,000	6,000
3	Years 1-3	Enhanced Services (optional) - Performance Tuning of all CIS Services	3,000	3,000	3,000
4	Years 1-3	Enhanced Services (optional) - Support for Database Reporting	4,800	4,800	4,800
5	Years 1-3	Enhanced Services (optional) - Server Certificate management; installation and updates on CIS servers and applications (no more than 4 per year)	1,800	1,800	1,800
6	Years 1-3	Enhanced Services (optional) - Colleague LDAP Integration	3,600	3,600	3,600
7	Years 1-3	Enhanced Services (optional) - Critical Active System Monitoring	4,800	4,800	4,800

ITEM	TERM	DESCRIPTION	PER ENTITY
8	Year 4	1-Year Option to Renew	165,600
9	Year 5	1-Year Option to Renew	165,600

5.0 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 aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.” <https://ncadmin.nc.gov/businesses/hub>

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 IFB.

Is Vendor a Historically Underutilized Business? YES NO

If “YES”, specify category. _____

6.0 DEPARTMENT OF INFORMATION TECHNOLOGY INSTRUCTIONS TO VENDORS

- 1) **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- 2) **DEFINITIONS:**
 - a) "*ELLUCIAN COLLEAGUE® SYSTEM*" The current ERP system utilized at the fifty-eight (58) Community Colleges and the System Office based on Ellucian's Colleague product which provides functionality in the Student Records, Financials, Financial Aid, and Human Resources/Payroll areas that has been customized to address North Carolina specific functions at the Community College level with special customizations used at the System Office.
 - b) "*NCDIT*" The North Carolina Department of Information Technology, formerly Office of Information Technology Services
 - c) "*NCCCS CONVENIENCE CONTRACT*" A contract that is used for the procurement of IT goods or Services by NCCCS on behalf of the 58 NC Community Colleges. These contracts are in place for the convenience of the North Carolina Community Colleges and use of them is optional.
 - d) "*OPEN MARKET CONTRACT*" A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
 - e) "*TERM CONTRACT*" A contract in which a source of supply is established for a specified period of time for specified Services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price
 - f) "*THE STATE*" The state of North Carolina and its agencies.
 - g) "*VENDOR*": Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
- 3) **PROMPT PAYMENT DISCOUNTS:** Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- 4) **CLARIFICATIONS/INTERPRETATIONS:** Any, and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from NCCCS. The Vendor is cautioned that the requirements of this IFB can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 5) **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any, and all offers, to waive any informality in offers and, unless otherwise specified by the Vendor, to accept any item in the offer. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 6) **AWARD OF CONTRACT:** Responsive offers will be evaluated, and acceptance may be made in accordance with Best Value procurement practices as defined by N.C.G.S. §143-135.9. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item offer. In addition, on agency specific or term contracts, the Agency 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 requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the Agency to be pertinent or peculiar to the purchase in question.
- 7) **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

- 8) **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation that is over \$25,000 they must submit a written request to the issuing agency at the address given in this document. This request must be received in this office within fifteen (15) calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those awarded contracts, and not to every person or firm responding to this solicitation. IFB status and Award notices are posted on the Internet at <https://www.ips.state.nc.us>. **All protests will be governed by NCAC Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**
- 9) **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System at the following web site: <https://www.ips.state.nc.us/ips>
- 10) **DIGITAL IMAGING:** The State will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original".

7.0 DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

1) SUPPLEMENTAL DEFINITIONS

- a) “Agency” means the Agency purchasing the goods or Services.
- b) “Computer” means a data processing device capable of accepting data, performing prescribed operations on the data, and supplying the results of these operations; for example, a device that operates on discrete data by performing arithmetic and logic processes on the data, or a device that operates on analog data by performing physical processes on the Data.
- c) “Computer Data Base” means a collection of data in a form capable of being processed and operated on a Computer.
- d) “Computer Program” means a series of instructions or statements in a form acceptable to a Computer, processor or controller that is designed to cause the Computer, processor or controller to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort-merge programs and maintenance/diagnostics programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer Programs may be either machine dependent or machine-independent and may be general purpose in nature or be designed to satisfy the requirements of a specific user.
- e) “Computer Software” or “Software” means Computer Programs and Data Bases. Also, see, “Software” below.
- f) “Computer Software Documentation” means technical data and information comprising Computer listings and printouts, in human readable form that:
 - i) Documents the design or details the Computer Software
 - ii) Explains the capabilities of the Software, or
 - iii) Provides operating instructions for using the Software to obtain desired results from a Computer.
- g) “Custom or Modified Software” means Software that may be modified by the State, or by Vendor at the State’s request or direction to perform in accordance with specifications.
- h) “Data” means recorded information, regardless of form or method of recording.
- i) “Deliverable/Product Warranties” shall mean and include the warranties provided for products or deliverables licensed to the State in Paragraph 2, and 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.
- j) “Hardware” includes Computers, printers, attached equipment or peripherals or other equipment utilized for the State’s intended purposes as expressed in the solicitation documents.
- k) “Products” includes Software, Hardware, equipment, options, documentation, accessories, supplies, spare parts.
- l) “Services” means the obligations and duties undertaken by the Vendor to comply with the specifications and requirements in this solicitation.
- m) “Software” is “Packaged Copyrighted Software Products” (unless otherwise identified) as used in 09 NCAC 06A.0102(13) and means Computer Software that is used regularly for other than governmental purposes and is sold, licensed, or leased in significant quantities to the general public at established market or catalog prices, that is considered “shrink-wrap” or “clickwrap”, that is or may be generally licensed by “shrink-wrap” or “clickwrap” licenses, or Computer Software

that does not constitute Custom or Modified Software and is regularly sold, licensed or leased by the Vendor to governmental entities to meet governmental requirements.

- n) “*State*” shall mean the State of North Carolina, NCDIT as an Agency, or an Agency in its capacity as the Award Authority.
- o) “*Support*” includes Hardware maintenance and repair (outside any required by any applicable warranty), Software updates maintenance and support Services, consulting, training and other agreed support Services provided by or through Vendor.
- p) “*Use*”, in the context of Computer Software execution and operation in Section 2 and 3 hereinbelow, means storing, loading, installing, executing or displaying Software on a Computer, processor or controller, or making a copy of Software for archival or backup purposes only.

2) SOFTWARE LICENSE

- a) Vendor grants the State a personal non-transferable and non-exclusive right to use, in object code form only, all Software and related documentation furnished to the Agency under this Agreement. This license grant shall be limited to use with the Hardware (if any) or Products (if any) for which the Software was obtained, or on a temporary basis, on back-up equipment when the original Hardware or Product is inoperable. Use of Software on multiple processors is prohibited unless otherwise agreed in writing. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased at any time, subject to the restrictions on the maximum number of Users specified in the Vendor’s standard agreement.
- b) Software provided pursuant to this Solicitation may, in some circumstances, be accompanied by a 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 installation process for the Software. The sole purpose of any clickwrap agreement shall be to operate as the mechanism for the installation of the Software. All terms and conditions of any clickwrap agreement provided with any Software 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 Software.
- c) The State agrees to use its best efforts to see that its employees and users of all Software licensed hereunder comply with the terms and conditions set forth in this Agreement, and any Exhibits or Amendments hereto. 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 Software; or portion thereof.
- d) The State shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery testing or operations, and consistent with the security, records retainage or other policy of the Agency for archival or emergency purposes, or to replace a worn copy; but not for use in preparing derivative works unless expressly allowed by the Agreement or subsequent Statements of Work. Any copy of the Software or documentation must contain the same copyright notice and proprietary markings that are on the original Software.
- e) Use of Software on any Products other than that for which it was obtained, removal of Software from the United States or any other material breach shall automatically terminate this license.
- f) The State’s license includes the right to upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor’s licensees without a separate maintenance or support agreement. Vendor’s right to a new license for new version releases of the Software shall not be abridged by the foregoing.
- g) Software bundled with any other Product may be used only with the Product and with the configuration in which the Product is sold by Vendor or subsequently upgraded by Vendor.

- h) The State's license neither transfers, vests nor infers any title or other ownership right in any intellectual property right of Vendor, or any third party. The State's license neither transfers, vests nor infers any title or other ownership right in any source code associated with the Software unless otherwise agreed by the parties, and will not be construed as a sale of any ownership rights in the Software, unless Custom or Modified Software is being developed as a Work For Hire in response to the State's solicitation documents.
- i) The State may use the Software with the Computer for which or with which it was acquired, including use at any government installation to which the Computer may be transferred by the State. The State may use the Software with the backup Computer if the Computer for which or with which it was acquired is inoperative.

3) USE OF SOFTWARE AND INFORMATION

- a) The State agrees that any Software or technical and business information owned by Vendor ("Information") or its suppliers or licensors and furnished to the State under this Agreement shall be and remain the property of the Vendor, or other party, respectively.
- b) All Software and information furnished to the State under this Agreement:
 - i) Shall be used by the State only to install, operate or maintain the Product for which they were originally furnished;
 - ii) Shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this agreement; and
 - iii) Shall, together with any copies except copies for the Agency's and State's archival purposes containing the State's business records, be returned or destroyed when no longer needed or permitted for use with the Product for which they were initially furnished; and
- c) All Software 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.*
- d) Transfer of Software or program license:
 - i) Software may be transferred within the United States to any location for the State's normal operations upon written notice to the Vendor without additional cost(s). Transfers for temporary uses arising as a result of a disaster or disaster recovery test may be affected without notice to the Vendor; provided, however, that the State will employ its best efforts to advise the Vendor of any disaster related transfer requiring more than ten (10) business days. All other transfers may be permitted only with Vendor's prior written consent, and such consent shall not be unreasonably withheld. Transfers requiring Vendor's consent may be subject to an additional license fee.
 - ii) The rights granted herein are restricted for use solely by the State. The State may not authorize or allow the use or marketing of the Software/Products by or to a third party, and may not assign or transfer the Software or Products to a third party without the prior written consent of Vendor. Any assignee or transferee must execute a separate agreement with Vendor. Any such assignment or transfer shall terminate the obligations of the State under this Agreement
- e) Custom or Modified Software, if solicited by the State, is being developed or modified exclusively for the State, and such Custom or Modified Software, all related data, all copyrights in the Custom or Modified Software and derivative works belong exclusively to the State and shall be transferred to the State upon creation.

4) WARRANTY

- a) Minimum warranties for Products shall include:
 - i) On the delivery date the Products and the associated Computer Operating System Software will be in good working order (operating in conformance with Vendor's standard specifications and functions). Unless otherwise specified in the solicitation, the warranty for other suppliers' Software is included in the suppliers' Software package and is provided directly from the supplier.
 - ii) The warranty shall be as provided or specified in the state's solicitation documents and shall begin on the day of successful installation. If no warranty period is specified, the warranty period shall be Vendor's standard warranty period for the Products, commencing the day of successful installation.
 - iii) The state shall notify Vendor if any Product is not in good working order during the warranty period. Vendor shall, at its option, either repair or replace any Product reported as not in good working order during the warranty period without charge to the State. The repair or replacement Products must be new or equivalent to new in performance and fully warranted the same as new. All returned Products will become property of Vendor at the time the Product is either placed in shipment to Vendor or picked up by Vendor.
 - iv) The service provided during the warranty period is dependent upon the acceptable warranty option selected by the State and indicated in the State's solicitation document. If no warranty option is indicated, Vendor will provide their standard warranty service for the Product, unless otherwise agreed by the parties.
 - v) If the State requires warranty service other than under this Agreement, it shall be agreed to in writing by the parties at rates and terms set forth in such writing.
- b) Software warranties shall include the following:
 - i) Vendor warrants the media (comprising diskettes, tapes or other media) to be free of defects in materials or workmanship under normal use for ninety (90) days from the date of acceptance unless otherwise agreed. Vendor shall replace any media reported as not in good working order during the warranty period without charge to the State. If Vendor is unable to replace the Software, Vendor shall refund the full amount of the Software purchase paid by the State.
 - ii) In addition to the warranty exclusions stated in Paragraph 5, Vendor does not warrant that the operation of the Software will be uninterrupted or error free, or that the Software functions will meet the State's requirements unless developed as Customized or Modified Software. The State assumes the risk of any damage or loss from its misuse or inability to use the Software.
 - iii) For any Customized or Modified Software provided pursuant to this Agreement, Vendor warrants that for a period of one (1) year after the State accepts said Software, it will operate and perform in accordance with the functions and specifications set forth in the solicitation and error free as the solution for the Agency. This express warranty applies only if the State specifically identifies the Hardware environment in which the Customized or Modified Software will be installed or operated, or if it is used in connection with Hardware acquired under this Agreement.
- c) Unless otherwise required by the State: Vendor warrants that its support and customer service and assistance will be performed in accordance with generally accepted industry standards. This warranty shall be valid for ninety (90) days from the date support is provided or performance of the service. For a period of ninety (90) days after delivery or ninety (90) days after successful installation, Vendor or its suppliers shall provide telephone assistance to the State during the State's normal business hours.

- d) Vendor warrants to the best of its knowledge that:
 - i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
 - iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.
 - iv) The Software does not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the State's ability to use the Software for the term of this Agreement.

5) WARRANTY EXCLUSIONS

- a) Except as stated in Paragraph 4 (Warranty), Vendor and its parent, subsidiaries and affiliates, subcontractors and suppliers make no warranties, express or implied, and specifically disclaim warranties of merchantability or fitness for a particular purpose as provided by N.C.G.S. §§25-2-316, 25-2-313 and 25-2-315; and as may be amended.
- b) The warranty provided in Paragraph 4) (Warranty) does not cover repair for damages, malfunctions or service failures caused by:
 - i) Actions of non-Vendor personnel;
 - ii) Failure to follow Vendor's installation, operation or maintenance instructions and/or Services provided to the State;
 - iii) Attachment to the Products of non-Vendor products or failure of Products not maintained by Vendor unless such installation or use is approved in writing by the Vendor; or
 - iv) Force Majeure conditions set forth hereinbelow.

6) INTELLECTUAL PROPERTY INDEMNITY

- a) 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 Software or Products 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 settlement against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- b) If any modifications to the Software applied 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 Software, or to 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 take back any affected Software modifications and refund any sums the State has paid Vendor for Services and the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge.

- c) 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 alteration of any Vendor-branded Software, or from the continued use of the good(s) or Services after receiving notice they infringe on an intellectual property right of a third party, results from claims arising from the combination of the Software with products or services not provided by Vendor, if such infringement or misappropriation would not have occurred but for such combined use results from use of any release of the Software or Products other than the most current release made available to the State; or results from use of the Software or Products in breach of this Agreement.

7) EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY

- a) For purposes of the exclusive remedies and limitations of liability set forth in this Paragraph, Vendor shall be deemed to include the Vendor and its employees, agents, representatives, subcontractors, and suppliers and damages shall be deemed to refer collectively to all injuries, damages, losses, liabilities, expenses or costs incurred.
- 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 caused by Vendor's gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 *et seq.*, the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.
- d) For delays in the delivery or successful Product or Software installation, whichever is applicable, Vendor shall have no liability unless the delivery or successful installation date is delayed by more than thirty (30) days by causes not attributable either to the State or to Force Majeure conditions, in which case the State shall have the right, as its remedies:
 - i) To recover direct costs including replacement Products, if any, attributable to Vendor's delay, and
 - ii) To cancel the order without incurring cancellation charges.
 - iii) Vendor shall have no liability unless the default in delivery of Services is occasioned by causes not attributable either to the State or to Force Majeure conditions.

8) SUPPORT AND MAINTENANCE

- a) Except as specifically provided herein or in an approved attachment hereto, and unless otherwise consistently provided by Vendor's standard agreement for support, and except for the provisions in the Vendor License Agreements paragraph above, an order for support will constitute the State's acceptance of the terms of the Vendor's standard agreement for Support in effect on the date of the order, subject to the order of precedence and the limitations in the Vendor's Standard Agreement(s) paragraph (above) as set forth in the Solicitation. Unless otherwise indicated herein, Support and Maintenance acquired herein will begin at the end of any applicable warranty period.
- b) To be eligible for support, Products or Software must be in good operating condition and at then current specified revision levels, having all enhancements, modifications, updates, or upgrades supplied by Vendor. Vendor may charge its standard rates in effect on the date support service

is provided in addition to any other charges if the Product(s) or Software do not conform to the specified revision levels.

9) SOFTWARE RETIREMENT

- a) Unless otherwise provided in the Vendor's standard agreement, Vendor retains the right to retire a version of the Software and stop providing Maintenance, Updates or Services, upon providing one-hundred and eighty (180) days written notice to the State of its intent to do so. The decision to stop maintaining a version of the Software is the sole business discretion of Vendor and shall not be deemed a breach of contract. If Vendor retires the version of the Software provided to the State and if the State has paid all applicable annual Maintenance Fees subsequent to executing this Agreement, the State shall be entitled to receive, at no additional charge, a newer version of the Software that supports substantially the same functionality as the licensed version of the Software. Newer versions of the Software containing substantially increased functionality will be made available to the State for an additional fee.
- b) Vendor may, at no additional charge, modify Software to improve operation and reliability or to meet legal requirements.
- c) Relocation of Software is the State's responsibility and may result in additional support charges and modified service response times. Software moved to another State facility or Agency may continue to be serviced subject to availability of a Vendor authorized support provider.
- d) Vendor is not required to provide support for non-qualified Software, nor Software not supplied under this Agreement. "Non-Qualified Software" is Software not supplied or approved by Vendor, and Software for which the State does not allow Vendor to incorporate modifications. The State is responsible for removing non-qualified Software to allow Vendor to perform Support Services.
- e) Support does not cover any damage or failure cause by:
 - i) Media and supplies or use of items not designed or designated for use with Software; or
 - ii) Site conditions that do not conform to Vendor's previously established site specifications; or
 - iii) Neglect, improper use, fire or water damage, electrical disturbance, transportation by the State, work or modification by persons other than Vendor personnel, or other authorized parties.

The State is responsible for the security of its proprietary or confidential information, for its data, and for maintaining a procedure and process to reconstruct lost or altered files, data or programs.

10) TRANSPORTATION

Transportation charges for software 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.

11) TRAVEL EXPENSES

All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed. In the event the Vendor may be eligible to be reimbursed for travel expenses arising under the performance of this Contract, 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 monthly, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under this Agreement.

12) 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. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 09 NCAC 06B.1207, or other provision of law.

13) 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 Agency 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 Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of this Agreement extends into fiscal years; subsequent to that in which it is approved such continuation of the Agreement *is expressly contingent upon* the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Agreement. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to take back any affected Products and software not yet delivered under this Agreement, terminate any Services supplied to the Agency under this Agreement, and relieve the Agency of any further obligation thereof. The State shall remit payment for Products and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

14) PAYMENT TERMS

The total License Fee and the Support Service or Maintenance Fee (if applicable and provided the State subscribes or purchases such Services) for the first year shall be invoiced upon delivery of the Software. The Support Service or Maintenance Fee for subsequent contract years, if any, will be invoiced annually sixty (60) days prior to the anniversary date beginning each subsequent year. Increases in pricing for Support Services or Maintenance shall not exceed five percent (5%) per year following the first Contract year. Payment terms for software are Net 30 days after receipt of correct invoice or acceptance of software, whichever is later. Payment terms for Services are due and payable the month following the month for which charges accrue, or in accordance with the contract payment schedule. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card.

15) ACCEPTANCE CRITERIA

Acceptance testing is required for all Vendor supplied software 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 software or Services may be controlled by amendment hereto, or additional terms as agreed by the parties. In the event acceptance of Software or Services is not described in additional contract documents, the State shall have the obligation to notify Vendor, in writing and within ten (10) days following installation of any software 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 shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of software.

16) CONFIDENTIALITY

The State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 et seq. Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate information, Products, software 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, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. ***However, under no circumstances shall price information be designated as confidential.*** The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.

17) ACCESS TO PERSONS AND RECORDS

Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of 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 Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

18) 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 prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Agreement attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

19) NOTICES

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

20) 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.

21) 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.

22) 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.

23) GOVERNING LAWS, JURISDICTION, AND VENUE

- a) 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.
- b) Except to the extent the provisions of the Agreement are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Agreement. To the extent the Agreement entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.

24) 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, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by 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 or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

25) FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear

explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

26) COMPLIANCE WITH LAWS

Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

27) TERMINATION

Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate this Contract by written agreement at any time.
- b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 24), (Default) or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i) **Termination for Cause:** In the event any goods, software, or service furnished by the Vendor during performance fails to conform to any material specification or requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraph 7) Exclusive 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 Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; 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.

28) 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 Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. 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 Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

29) 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.

30) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT

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

31) 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.

- 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 Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of contract, and the payment for goods delivered.
- d) Vendor agrees to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services at all times. 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.



Managed Services Support

INVITATION FOR BIDS NO. 50-NCCCS-07052018 Best and Final Offer

North Carolina Community College
System (NCCCS)

October 15, 2019

CAMPUSWORKS

1767 Lakewood Ranch Blvd. #305
Bradenton FL 34211
T. 941.316.0308 | F. 941.954.2398

www.campusWorksinc.com

<p align="center">STATE OF NORTH CAROLINA</p> <p align="center">NC COMMUNITY COLLEGE SYSTEM (NCCCS)</p>	<p>REQUEST FOR BEST AND FINAL OFFER NO. IFB 50-NCCCS-07052018</p>
	<p>Offers will be received until: October 15, 2019</p>
<p>Refer <u>ALL</u> inquiries regarding this BAFO to:</p> <p>Ruth Risser risserr@ncccommunitycolleges.edu 919-807-7199</p>	<p>Issue Date: October 7, 2019</p>
	<p>Commodity Number: 920-66</p>
	<p>Description: System/Network/Database Administration Services (CIS Managed Services)</p>
<p>See page 2 for mailing instructions.</p>	<p>Using Agency: NC Community College System</p>
	<p>Requisition No.:</p>

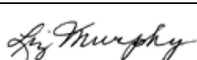
NOTICE TO VENDOR

Offers, subject to the conditions made a part hereof, will be received at this office, **200 West Jones Street** until 2:00 on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Refer to page 2 for proper mailing instructions. Bids submitted via facsimile (fax) machine in response to this Best and Final Offer (BAFO) will not be accepted. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Best and Final Offer (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to N.C.G.S. §143B-1354 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion of fraud.

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

OFFEROR: CampusWorks Inc.		
STREET ADDRESS: 1767 Lakewood Ranch Blvd. #305	P.O. BOX:	ZIP: 34211
CITY & STATE & ZIP: Bradenton FL 34211	TELEPHONE 941- NUMBER: 316-0308	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: Liz Murphy	FAX NUMBER: 941-954-2398	
AUTHORIZED SIGNATURE: 	DATE: October 14, 2019	E-MAIL: Success@campusworksinc.com

Offer valid for forty-five (45), days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER

If the State accepts any or all parts of this offer, an authorized representative of NCCCS shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original IFB 50-NCCCS-07052018 which have not been superseded by this BAFO and the Department of Information Technology Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

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

BAFO Number: 50-NCCCS-07052018

DELIVERY INSTRUCTIONS:

Deliver one (1) signed original executed offer and one (1) signed, executed electronic copy of its offer on a USB Flash Drive(s). The files must not be password-protected and must be capable of being copied to other media. Offers submitted via facsimile (FAX) machine, telephone or electronically in response to this will not be accepted.

It is the responsibility of the Vendor to deliver the offer in this office by the specified time and date of opening, regardless of the method of delivery. Address envelope and include IFB 50-NCCCS-07052018 number as shown above. Vendors are cautioned that offers sent via U.S. Mail, including Express, Certified, Priority, Overnight, etc., may not be delivered in time to meet the deadline.

Vendor may submit their BAFO response via email instead of US Mail or other delivery service. Responses may be emailed to risserr@nccommunitycolleges.edu, no later than the specified time and date of opening. Please include the BAFO number in the email subject line.

SOLICITATION REQUEST FOR BEST AND FINAL OFFER (BAFO)

This request is to acquire a best and final offer from Vendor for College Information System (CIS) Managed Services Support. The offer should integrate the previous response to the IFB 50-NCCCS-07052018 and any changes listed below. Any individual vendor can receive a different number of requests for BAFOs than other offerors.

NOTE: This bid is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response and accompanying information is limited to personnel of the NC Community College System Office and the Department of Information Technology (DIT) Statewide IT Procurement Office, responsible for participating in the evaluation. Bidders who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

In accordance with IFB 50-NCCCS-07052018, the order of precedence will be as follows: Best and Final Offers, special terms and conditions specific to IFB 50-NCCCS-07052018, Specifications of IFB 50-NCCCS-07052018, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's offer.

- A. The State encourages the Vendor to supply more competitive prices provided for in Section 4.0. Furnish and Deliver. Vendor should submit its most competitive prices on page 3 of this request for BAFO. Specifically, the State requests Vendor to address the following implementation costs:
 - 1. Provide an explicit, comprehensive, and inclusive list of all services including total cost per year for the managed services, and detail whether the costs are on a per-college or FTE basis. If pricing will be determined on a per-college basis, provide the tiered pricing model and state whether the pricing is based on curriculum FTE, continuing education FTE, total FTE, Integrated Postsecondary Education Data System (IPEDS) reported FTE, or some other full-time equivalency calculation.
 - 2. Provide an itemized or line item list of services (a la carte) with associated rates/costs for each on a yearly basis to enable any of the 58 community colleges and the System Office, to select the services needed. Indicate whether it is possible to remove or add a la carte services each year, and provide the cost of the modification, the time period for notification for the modification, and any other fees associated with a modification.
 - 3. Provide a detailed cost for block of time purchasing with a cost per hour rate for services requested under IFB 50-NCCCS-07052018.
 - 4. Provide a detailed hourly rate/cost for Engineering and System administration Support (General Engineering Time) hours based on list of services provided.
- B. The following language shall be added to the General Terms and Conditions in the final contract with Vendor: "Vendor agrees to follow State and College policies."

4.0 FURNISH AND DELIVER Revised Proposal

1. Provide an explicit, comprehensive, and inclusive list of all services including total cost per year for the managed services, and detail whether the costs are on a per-college or FTE basis. If pricing will be determined on a per-college basis, provide the tiered pricing model and state whether the pricing is based on curriculum FTE, continuing education FTE, total FTE, Integrated Postsecondary Education Data System (IPEDS) reported FTE, or some other full-time equivalency calculation.

CampusWorks' has revised its proposal and provided an adjusted BAFO pricing model to deliver the requested Standard System Administration Services (SSAS), as detailed in Section 3.0b, in the following capacity:

- CampusWorks has provided the requested SSAS in a tiered pricing model per institution based on the student unduplicated headcount of each participating institution as detailed in the below table. CampusWorks will use publicly available Provisional Release Unduplicated 12-month headcount IPEDS data to determine institution headcount prior to the initial contract.
- The table below lists the proposed hours and fees by institution size in support of the Standard Services described in this IFB.

Institution Size based on IPEDS reported unduplicated headcount	Year 1 Proposed Standard System Administration Services Hours	Year 1 – Standard System Administration Services Costs
>7,000 student headcount	1,227	\$165,600
>2,500 & < 7,000 student headcount	1,065	\$143,750
<2,500 student headcount	810	\$109,375

It is anticipated that this work will be delivered remotely. Travel expenses, if onsite time is requested by the institution, will be billed as incurred.

- CampusWorks has detailed a set of hours in the table above, to deliver the necessary start-up, implementation, and year one support for the requested SSAS:
 - For hour tracking CampusWorks will track all recurring hours supporting CIS updates, Colleague System Maintenance, Operating System maintenance and updates, database maintenance, cloning environment activities, and phone support. In addition, CampusWorks will track a reasonable number of hours in year one to set up 24/7 monitoring, establish secure network access and administrative accounts, document Standard Operating Procedure(s), deploy (or align) a Change Management model and accomplish any required knowledge transfer to support SSAS.
- For year 1, for all institutions, CampusWorks will commit to only bill for the baseline hours detailed above for SSAS to eliminate unplanned budget impact.
- For years 2 and 3, CampusWorks will set a fixed budget with each institution based on the prior year's actual usage. For purposes of calculation, CampusWorks will not include year 1 setup activities in determining the baseline hours for year 2.
- CampusWorks will work with the institutions' IT department to identify, implement and continuously improve a standard Colleague support model to support the proposed hours detailed in the table above.
- CampusWorks will provide proposed SSAS hours at a blended hourly rate of \$135/hr.
- CampusWorks is also willing to work with NCCCS to develop a model to allow institutions to share SSAS hours between institutions.

2. Provide an itemized or line item list of services (a la carte) with associated rates/costs for each on a yearly basis to enable any of the 58 community colleges and the System Office, to select the services needed. Indicate whether it is possible to remove or add a la carte services each year, and provide the cost of the modification, the time period for notification for the modification, and any other fees associated with a modification.

In addition to the above refined pricing model for the Standard System Administration Services (SSAS) requested, as detailed in Section 3.0b, CampusWorks will continue to provide the below requested Optional Services as detailed in the below table on an ad hoc basis upon written request of any contracted SSAS institution.

ITEM	TERM	DESCRIPTION	YEAR 1 COST PER ENTITY	YEAR 2 COST PER ENTITY	YEAR 3 COST PER ENTITY
1	Years 1-3	Standard Services - System Administration Services			
2	Years 1-3	Enhanced Services (optional) - Operating Systems Upgrades	6,000	6,000	6,000
3	Years 1-3	Enhanced Services (optional) - Performance Tuning of all CIS Services	3,000	3,000	3,000
4	Years 1-3	Enhanced Services (optional) - Support for Database Reporting	4,800	4,800	4,800
5	Years 1-3	Enhanced Services (optional) - Server Certificate management; installation and updates on CIS servers and applications (no more than 4 per year)	1,800	1,800	1,800
6	Years 1-3	Enhanced Services (optional) - Colleague LDAP Integration	3,600	3,600	3,600
7	Years 1-3	Enhanced Services (optional) - Critical Active System Monitoring	4,800	4,800	4,800

3. Provide a detailed cost for block of time purchasing with a cost per hour rate for services requested under IFB 50-NCCCS-07052018.

CampusWorks has detailed a blended role hourly rate of \$135/hr. for the requested services as detailed in IFB 50-NCCCS-07052018. This rate can be utilized for the purchase of any block of time purchases for services detailed in the SSAS.

4. Provide a detailed hourly rate/cost for Engineering and System administration Support (General Engineering Time) hours based on list of services provided.

CampusWorks has detailed a blended role hourly rate of \$135/hr. for the requested services as detailed in IFB 50-NCCCS-07052018. This rate can be utilized for Engineering and System administration Support (General Engineering Time) as well.

CampusWorks agrees to the following language:

The following language shall be added to the General Terms and Conditions in the final contract with Vendor: “Vendor agrees to follow State and College policies.”