



REQUEST FOR PROPOSAL:
**SYSTEM ADMINISTRATION
MANAGEMENT SERVICES**
NORTH CAROLINA
COMMUNITY COLLEGE
SYSTEM

PREPARED BY: FERRILLI
04/10/2019





**HIGHER EDUCATION
TECHNOLOGY CONSULTANTS**

This document provides important information about our company and an overview of the services program we propose for North Carolina Community College System.

Please direct questions regarding any portion of this proposal to:







Erika Aschmann

Technology Account Manager

856.470.7415

easchmann@ferrilli.com

Contents

 PAGE 4	ABOUT FERRILLI
 PAGE 8	REFERENCES
 PAGE 9	SYSTEM ADMINISTRATION SERVICE OVERVIEW
 PAGE 18	SYSTEM ADMINISTRATION SERVICE TIERS
 PAGE 20	PRICING
 PAGE 21	SUPPLEMENTAL PROPRIETARY SOLUTIONS

OUR CUSTOMERS
TELL US THERE IS AN
UNDENIABLE DIFFERENCE
BETWEEN WORKING
WITH FERRILLI AND
ANY OTHER TECHNOLOGY
SERVICES COMPANY.

LET US PROVE IT TO YOU.

THINGS TO KNOW ABOUT FERRILLI

We are a different kind of technology services company.

- Deep expertise in higher education
- Holistic approach
- Independent and objective advice up front
- The skill sets to execute flawlessly on the follow through
- Founded in 2002

SERVICES

Strategic Consultation

Institutional Technology Assessment

Customized Solutions

Leadership and Team Deployment



WHAT WE BELIEVE

- Technology alone is not enough.
- Relationships are at the heart of what we do.
- Security is never secondary.
- Support never ends.
- It's one thing to stand by your work, another to guarantee it.
- Solutions are never one-size-fits-all.
- We're not hired by the project, we're engaged long-term.



About

FERRILLI PARTNERSHIPS TRANSFORM YOUR TECHNOLOGY **INTO** **OPPORTUNITY.**

Build a better plan. Confidently find the path forward.
Solve the right problems. Engage—don't merely
automate. Increase effectiveness, not just headcount.
Gain the data visibility to make better decisions.
Embark on a strategic partnership with mission-driven
professionals who will deliver long-term success
rather than a short-term fix.

Don't just talk strategy. Achieve it.



References

Mike Rowe

Director of Network Services

Oakland Community College

(248) 232-4812

Jeff Benfield

Chief Operations Officer

Mitchell Community College

(704) 878-3200 x4345

Kevin Labounty

Director Business Info Services

Macomb Community College

(586) 445-7104

Jaime Allen

Supervisor of ERP Operations

Columbus State Community College

(614) 287-5214

Todd Smith

Director of Software Solutions

McHenry Community College

(815) 455-8591

Scott Moore

Administrative Application Coordinator

Campbell University

(910) 893-1969

Service Overview

Ferrilli has been providing Colleague clients with managed Colleague system administration since 2012. We are currently serving over 50+ clients nationwide. Our CORE System Administration Services provide secure, stable, well-performing Colleague environments. We have years of experience laying a solid foundation that provides the opportunity for schools to have success through system administration. Our vast knowledge and unique structure of support, sets us up to provide the needed expansion and level of service essential to the North Carolina Community College System.

Communication

Communication is vital to customer satisfaction, and we ensure communication happens through regularly scheduled monthly reports and weekly meetings. Support transparency and clear lines of communication for points of contact, are a few of the reasons we set the industry standard for service.

Monthly Reports

Our monthly reports outline tasks worked on and/or completed for that month, along with the uptime reports from our monitoring service. This monthly report was originally designed to be distributed to auditors, but can be used in a number of ways.

Weekly Meetings

Weekly meetings provide an opportunity to make sure that you are happy with our service and that we haven't missed anything. It's an ideal time to exchange ideas, and come to be a part of your team.

Weekly meetings allot time for any additional questions you may have, or thoughts and ideas you want to get a 2nd opinion on. Our staff brings a wide range of knowledge and decades of higher education experience.

We also use this time to discuss anything we've heard throughout our 50+ client base, including tips, tricks and best practices that are being used industry wide. We will keep you connected to the latest news in the Ellucian space, along with other latest and greatest news for the additional software providers currently being leveraged in North Carolina.

Reliable, continuous, secure, uptime

Uptime is a primary goal. We accomplish this by monitoring each of the CIS servers with *Pulseway*. At the start of our engagement, we load *Pulseway* on all CIS servers. We then monitor the following functions 24 hours a day, 7 days a week, 365 days a year:

- Disk Usage
- CPU Utilization
- RAM Utilization
- Software Installs
- Service Outages
- Windows Updates

This level of activity enables the proactive management of your CIS servers to avoid issues before they occur, such as limited disk space, or deficiencies in CPU or RAM performance, and determine if it's valid traffic or a bad process being killed.

With the inventories, we can work with you to schedule Windows or Java updates before they become a security issue.

We will know when your ISP goes down, or when an internal Infrastructure issue could impact CIS services, enabling us to notify you—*before your end users do*.

Emergency Response

We're working to improve every day by finding problems before they find you. However, should a problem occur, we are here and available to respond to emergencies any time you need us.

Security

In recent years, security has become increasingly important, yet more difficult to implement across CIS services. We address the challenge in the following ways:

- Our team is trained in best practices for security in Colleague systems
- We will address and report anything that falls short
- Quarterly Security Audits ensure you maintain the most secure environment possible

Colleague Administration

Software Updates

To remove the stress from patch loads and help improve user involvement in testing, we work with each school to build a plan that makes the most sense.

For every patch group we load into test or development, we'll provide three reports:

- 1. The ISUG Custom Impact Report** is sent to the onsite developers for review.
- 2. The Ellucian Full Patch Notes Reformatted** are the notes that come out of ISUG when the patches are loaded or reports are run. Reports are reformatted to improve readability and provided in pdf; a document for power users who want the raw notes, or for developers.
- 3.** The final report is our own **Ferrilli Patch Highlights**. This summary dramatically reduces the time it takes for an end user to see the changes coming to their portion of the Colleague system. There is also a testing script for each patch, so end users know which forms to test.

Environment Cloning

We follow the Ellucian standard for cloning. We also support client additions to the cloning process, as long as they are documented and deemed safe and supported.

We ask for 24 hours notice on clone requests, which generally take four hours on weeknights. Typically, we take down the account to be cloned at 5 pm and have it ready the next morning.

Colleague Administration—continued

WebAdvisor, UI, Self Service, and Colleague API Install and Upgrades

Covered under this service, each upgrade is treated as a project with a test setup, a testing cycle, and a production cutover. We will strictly adhere to the North Carolina System Install Guides.

DMI Configuration and Tuning

Our onboard process includes review of your DMI and DMI Default configurations to verify stability and performance under load. We follow best practices established through experience across our broad client base.

Performance Tuning

Our experience spans a range of schools with student populations as large as 42,000, and as small as 900. We will find the performance “sweet spot” in your environment on each CIS service and use it as the benchmark for every assignment on your system.

Database Administration

Colleague Database Maintenance

We run WEEKLY.UDT.FILE.ANALYSIS and DATATEL.RESIZE.FILES on a monthly basis.

We also repair any broken file that WUFA finds.

We also run WAGC in clear file mode and WAFM on a monthly basis.

Upon request, we can also run WEEKLY.UDT.INDEX.ANALYSIS and clean up any index issues found on those reports.

If you need us to reindex a file on an emergency basis after hours or on the weekend, we do that as well.

Unidata Upgrades

Each upgrade is treated as a project with a test setup, testing cycle and production cutover.

We will strictly adhere to North Carolina System Office Standards.

Colleague Microsoft SQL Server Upgrades

For clients running Colleague on SQL, we recommend upgrading to the latest supported version of SQL. Generally, we do this as part of a server upgrade. For example, for a migration to SQL 2016, we'd request a Windows 2016 VM and a SQL Server 2016 iso and start work. The testing cycle would begin once work was completed.

Operating System Administration

Operating Systems Upgrades

We will secure your CIS servers on a stable platform. We support Operating upgrades of Windows, Linux, and Solaris servers. Typically, for Windows and Linux boxes, this means moving to new servers and migrating CIS services over. For Solaris upgrades or updates, we follow North Carolina System Office Standards.

Disk Cleanup

We employ various utilities to keep disk utilization within reasonable margins and optimize performance on each CIS server.

Windows Updates

To minimize downtime on all CIS servers, we load Windows updates during your monthly database maintenance window. We can load all servers simultaneously, or into test the week prior and production on the weekend. The key objective is to verify that they are being loaded.

Web Server Administration

Apache and Tomcat Upgrades

While Apache and Tomcat experts are hard to find in higher education, we work with them every day. Let Ferrilli handle the Apache and Tomcat upgrades for you. We will strictly follow North Carolina System Office Standards.

IIS Tuning

With UI, WebApi, Self Service IIS requires specific tuning to perform well. TLS configuration changes must be made to ensure everything is secure. We handle both operations.

Server Certificate Management

Using *Pulseway*, we monitor each of your CIS certificates. We work with you to order new certificates and install them into Apache, Tomcat, IIS or DMI.

General Consulting

General consulting is included in the services packages

General consulting hours can be used as a sampler for any of Ferrilli's wide range of service offerings. It's ideal if you need to talk to an HR, Payroll or FA expert. Or use these as "floating" hours to cover services not included in the contract. For example, if an evaluation of your e-commerce setup revealed that we could upgrade your payment gateway in four hours or less, you're covered.



Extras

Informer Performance Tuning and Upgrades

Ferrilli will keep your Informer 4 environment performing well by updating memory settings and evaluating scheduled process queues. We also perform in-place upgrades.

Colleague LDAP Integration Management/ WebAdvisor and Self-Service Authentication

LDAP Integration is an ideal way to keep your WebAdvisor and Self-Service accounts in sync with Active Directory. Unfortunately, it can break. Ferrilli will fix any Colleague issues related to this integration.

*The above services are available in the Standard and Advanced System Administration Service Tiers.

CORE System Administration Service Tiers

NORTH CAROLINA	ESSENTIAL	STANDARD	ADVANCED
Monitoring			
24x7 Comprehensive Colleague Monitoring and Response	●	●	●
Security			
Quarterly Security Audits	●	●	●
Infrastructure Security Scans and Reports			●
Colleague Administration			
Colleague Software Updates	●	●	●
WebAdvisor, UI, Self Service, Colleague Install and Upgrades	●	●	●
DMI Configuration and Tuning	●	●	●
Environment Cloning	●	●	●
Colleague Application Performance Tuning	●	●	●
Printer Support			●
Colleague Security			
End User Sign Up Web Forms			●
Colleague User Creation			●
Colleague User Security Updates			●
Colleague User Password Changes			●
Onsite Audit Support			●
Colleague Security Audit Reports			●
Database Maintenance			
Colleague Database Maintenance	●	●	●
Unidata and MS SQL Upgrades	●	●	●

CORE System Administration Service Tiers

NORTH CAROLINA	ESSENTIAL	STANDARD	ADVANCED
Operating System Administration			
Operating System Upgrades		●	●
Disk Clean Up	●	●	●
Windows Updates	●	●	●
Web Server Administration			
Tomcat Upgrades	●	●	●
IIS Tuning	●	●	●
Server Certificate Management	●	●	●
Communication			
Monthly Report	●	●	●
Weekly meetings	●	●	●
Extras			
Informer Performance Tuning and Upgrades		●	●
Colleague LDAP Integration Management		●	●
General Consulting Hours	4	8	16

* Consulting Hours cover other available Ferrilli services (e.g., Financial Aid, HR, Infrastructure Consulting).

Pricing

ITEM	CONTRACT				
	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
North Carolina Essential System Administration Services	\$43,200.00	\$85,200.00	\$126,000.00	\$165,600.00	\$204,000.00
Enhanced Services (optional) - Operating Systems Upgrades	Available in NC Standard Services Contract				
Enhanced Services (optional) - Performance Tuning of all CIS Services	Included with NC Essential Services Contract				
Enhanced Services (optional) - Support for Database Reporting	Available in NC Standard Services Contract				
Enhanced Services (optional) - Server Certificate Management; installation and updates on CIS servers and applications (no more than 4 per year)	Included with NC Essential Services Contract				
Enhanced Services (optional) - Critical Active System Monitoring	Available in NC Standard Services Contract				
Enhanced Services (optional) - Colleague LDAP Integration	Available in Enhanced Services Contract				
North Carolina Standard System Administration Services	\$46,800.00	\$91,800.00	\$135,000.00	\$176,400.00	\$216,000.00
Advanced System Administration Services	\$96,000.00	\$188,000.00	\$275,000.00	\$360,000.00	\$425,000.00

* Included is the certificate management and performance tuning in the standard service that was requested. We feel it's a vital part of this service.

Supplemental Proprietary Solutions

Transport Management Interface

What is the Transport Management Interface (TMI)?

- TMI is an open architecture tool that works at the database and operating system levels to facilitate two-way communications and integration between disparate databases and applications.

Why TMI?

- Works at the database (DB) and operating system (OS) levels
- Works on Unix, Linux, and Windows
- Works with MS SQL Server, My SQL, Oracle, and Unidata
- Written in PERL, has built-in Tomcat Instance running on Java
- Quickly write custom interfaces between disparate DBs and applications
- No need to spin up new, dedicated servers for TMI components
- Features
 - UniData/UniVerse Clients only: Batch or Near Real-time Data Extraction and Normalization from Unidata to MS SQL, My SQL, and Oracle
 - SQL Server Clients only: Batch & Near Real-Time Data Extraction to MS SQL, My SQL, and Oracle with “Silverizer” sister product
- Two-way transactional communication (RESTful philosophy) via XML over SSL
- Native UniBasic Service Processor for super-fast XML RESTful interface on a UniData Application Server
- Plain text or AES 128 Bit Encrypted File Transfer capabilities
- Logging functionality (to flat-files and/or SQL Database for Dept. of Ed. Cyber Security / GLBA / etc. auditing and data integrity compliance)

Transport Management Interface—continued

Areas where TMI is used for real-time integration

- Disaster Recovery
- Adding Communication Codes from various Document Imaging Systems (CRI)
- CRMs such as Salesforce and Slate
- Custom Applications for Registration, E-Commerce, Admissions Applications and Deposits, E-Billing, Communication Platform (One Messenger)

Auto Grad Solution

Only Ferrilli offers *Automated Degree & Certificate Evaluator*—a custom process that will select all students for a given term, evaluate their cumulative academic credit, and determine if certificate program or degree requirements have been met for the given catalog year. A report is generated for students who meet those requirements, so they can be processed for graduation. This invaluable process can dramatically increase completion rates.

1. Select all credit students for a specific term after final grades are posted and verified.
2. Evaluate each of the selected students using the Degree Audit processes for each certificate and degree in a specified catalog year.
3. Produce a standard report including all students who completed a certificate or degree.
4. Registrar reviews the report and processes those students for graduation.

Title IV Evaluation

Problem:

Federal mandates require that not only must classes apply toward a degree to qualify for Title IV financial aid, classes must also apply toward the student's declared program of study. Typically this means that Financial Aid offices are forced to manually review class schedules to identify courses that should be marked as ineligible for Title IV aid.

The Ferrilli Solution:

1. Identify coursework that did not apply to any of the active academic programs.
2. Identify registrations in remedial classes that will exceed the student's cumulative remedial coursework total (30 credits).
3. Identify classes scheduled completely outside of term dates.
4. Report ineligible classes for Title IV aid to the Financial Aid office via email at the end of the batch process.
5. Notify students of courses that did not apply to any declared degree program via email.



Ferrilli

HIGHER EDUCATION
TECHNOLOGY CONSULTANTS

856.470.7415
easchmann@ferrilli.com

STATE OF NORTH CAROLINA NC COMMUNITY COLLEGE SYSTEM (NCCCS)	INVITATION FOR BIDS NO. 50-NCCCS-07052018	
	Offers will be publicly opened: April 17, 2019	
	Issue Date: March 8, 2019	
Refer <u>ALL</u> inquiries regarding this IFB to: Kate McCullough, Associate Director mcculloughk@ncccommunitycolleges.edu 919-807-7228	Commodity Number: 920-66	
	Description: System/Network/Database Administration Services	
	Using Agency: NC Community College System (NCCCS)	
See page 4 for mailing instructions.	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: <i>Ferrilli</i>		
STREET ADDRESS: <i>41 S. Haddon Ave. Suite 7</i>	P.O. BOX:	ZIP: <i>08033</i>
CITY, STATE & ZIP: <i>Haddonfield, NJ</i>	TELEPHONE NUMBER: <i>856-470-7415</i>	TOLL FREE TEL. NO.
PRINT NAME & TITLE OF PERSON SIGNING: <i>Steven Christian</i>	FAX NUMBER: <i>610-340-2969</i>	
AUTHORIZED SIGNATURE: 	DATE: <i>4/10/19</i>	E-MAIL: <i>easchmann@ferrilli.com</i>

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).

FOR NCCCS USE ONLY

Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification,
by _____ (Authorized Representative of NCCCS).

Table of Contents

1.0	INTENT, USE, DURATION AND SCOPE	3
2.0	GENERAL INFORMATION	3
2.1	VENDOR QUESTIONS	3
2.2	ADDENDUM TO IFB	3
2.3	OFFER SUBMITTAL	3
2.4	BASIS FOR REJECTION	4
2.5	LATE OFFERS	4
2.6	NON-RESPONSIVE OFFERS	4
2.7	NOTICE TO VENDORS	4
2.8	E-PROCUREMENT SOLICITATION	5
2.9	DISTRIBUTORS AND RESELLERS RESERVED	5
2.10	POSSESSION AND REVIEW	5
2.11	IFB AWARD	5
2.12	POINTS OF CONTACT	6
3.0	SPECIFICATIONS	6
3.1.	VENDOR STANDARD AGREEMENT(S)	8
3.2.	VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.	8
3.3.	E-VERIFY	8
3.4.	RESTRICTIONS ON CONTRACTS WITH THE STATE RESERVED.	8
3.5.	CLOUD SERVICE PROVIDERS (CSPs) RESERVED.	8
3.6.	BRANDING RESERVED	8
3.7.	BRAND-SPECIFIC PRODUCT RESERVED	8
3.8.	DELIVERY RESERVED	9
4.0	FURNISH AND DELIVER	9
5.0	HISTORICALLY UNDERUTILIZED BUSINESSES	10
6.0	DEPARTMENT OF INFORMATION TECHNOLOGY INSTRUCTIONS TO VENDORS	11
7.0	DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS	13

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@ncccommunitycolleges.edu

Written questions will be received at mcculloughk@ncccommunitycolleges.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
<p>QUOTE NUMBER: <u>50-NCCCS-07052018</u> Attn: Kate McCullough NC Community College System 5013 Mail Service Center Raleigh, NC 27699-5013</p>	<p>QUOTE NUMBER: <u>50-NCCCS-07052018</u> Attn: Kate McCullough NC Community College System 200 West Jones Street Raleigh, NC 27603</p>

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://eprourement.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
[NAME OF VENDOR] [STREET ADDRESS] [CITY, STATE, ZIP] Assigned Contract Manager: Email: Phone:	[NAME OF VENDOR] [STREET ADDRESS] [CITY, STATE, ZIP] Assigned Technical Lead: Email: Phone:

State Contractual Point of Contact	State Technical Point of Contact
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	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

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 Entrinsik 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			
2	Years 1-3	Enhanced Services (optional) - Operating Systems Upgrades			
3	Years 1-3	Enhanced Services (optional) - Performance Tuning of all CIS Services			
4	Years 1-3	Enhanced Services (optional) - Support for Database Reporting			
5	Years 1-3	Enhanced Services (optional) - Server Certificate management; installation and updates on CIS servers and applications (no more than 4 per year)			
6	Years 1-3	Enhanced Services (optional) - Colleague LDAP Integration			
7	Years 1-3	Enhanced Services (optional) - Critical Active System Monitoring			

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

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.

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

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: FERILLI		
STREET ADDRESS: 41 S. Haddon Ave Suite 7	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Haddonfield NJ 08033	TELEPHONE NUMBER: 800-864-3282	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: ROBERT FERILLI / President	FAX NUMBER: 610.340.2969	
AUTHORIZED SIGNATURE: [Signature]	DATE: 10/11/19	E-MAIL: Amayer@ferilli.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).

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

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.

PLEASE NOTE - OUR ORIGINAL PRICING & INFORMATION IS OUR BEST & FINAL

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."