A photograph of a business meeting. Two men in suits are shaking hands over a desk. The desk is cluttered with papers, a laptop, a tablet, and a keyboard. The background shows a window with a brick wall. The lighting is warm and focused on the handshake.

Infosys Response to North Carolina Community College System (NCCCS)

Contact Information

For further information and discussions, please contact	
Name	Vikram Agarwal
Designation	Director - Client Engagement
Address	Infosys Limited
Phone	+1 5108096782
Email	vikram_a@Infosys.com

Confidential Information

This proposal is confidential to Infosys Limited ("Infosys") and ("Guilford Technical Community College"). This document contains information and data that Infosys considers confidential and proprietary ("Confidential Information").

Confidential Information includes, but is not limited to, the following:

- Corporate, employee and infrastructure information about Infosys
- Infosys' project management and quality processes
- Customer and project experiences provided to illustrate Infosys capability

Any disclosure of Confidential Information to, or use of it by a third party (i.e., a party other than Guilford Technical Community College), will be damaging to Infosys. Ownership of all Confidential Information, no matter in what media it resides, remains with Infosys.

Confidential Information in this document shall not be disclosed outside the buyer's proposal evaluators and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal without specific written permission of an authorized representative of Infosys.

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

OFFER

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

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

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

OFFEROR: Infosys Limited		
STREET ADDRESS: 2400 N Glenville Drive Suite C150	P.O. BOX:	ZIP: 75082
CITY, STATE & ZIP: Richardson TX 75082	TELEPHONE NUMBER: +1 214 306 2100	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: VIKRAM AGARWAL, Director - Client Engagement		FAX NUMBER:
AUTHORIZED SIGNATURE: <i>Vikram Agarwal</i>	DATE: October 9 th , 2020	E-MAIL: vikram_a@infosys.com

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

ACCEPTANCE OF OFFER

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

FOR NORTH CAROLINA COMMUNITY COLLEGE USE ONLY

DocuSigned by:
Offer accepted and contract awarded this date (6/25/2021), as indicated on attached certification, by
Thomas A. Stitt III (Authorized representative of NCCCS).

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Attachment D: Description of Offeror

DESCRIPTION OF OFFEROR Provide the information about the offeror.

Offeror's full name	Infosys Limited
Offeror's address	Infosys Limited Plot No. 44 & 97A, Electronics City, Hosur Road, Bengaluru 560100, Karnataka India
Offeror's telephone number	+91 80 2852 0261
Date established	July 7th, 1981
Ownership	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary <input type="checkbox"/> Other (Specify)
If incorporated, state of incorporation.	Karnataka, India
Number of full-time employees on January 1st for the last three years or for the duration that the Vendor has been in business, whichever is less.	1-Jan-2020 243,454 Employees 1-Jan-2019 225,501 Employees 1-Jan-2018 201,691 Employees
North Carolina Secretary of State Registration Number, if currently registered	
Offeror's contact for clarification of offer	
Contact's name	Vikram Agarwal
Title	Director - Client Engagement
Email address	vikram_a@Infosys.com
Telephone number	+1 5108096782
Offeror's contact for negotiation of offer	
Contact's name	Vikram Agarwal
Title	Director - Client Engagement
Email address	vikram_a@Infosys.com
Telephone number	+1 5108096782

HISTORICALLY UNDERUTILIZED BUSINESSES

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

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



Respond to the questions below.

1. Is Vendor a Historically Underutilized Business? Yes No

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

If so, state HUB classification:

Executive Summary

Infosys is delighted at this opportunity to partner with North Carolina College System for the next-gen digital Enterprise Content Management (ECM) platform to deliver records and document management system for the community of colleges.

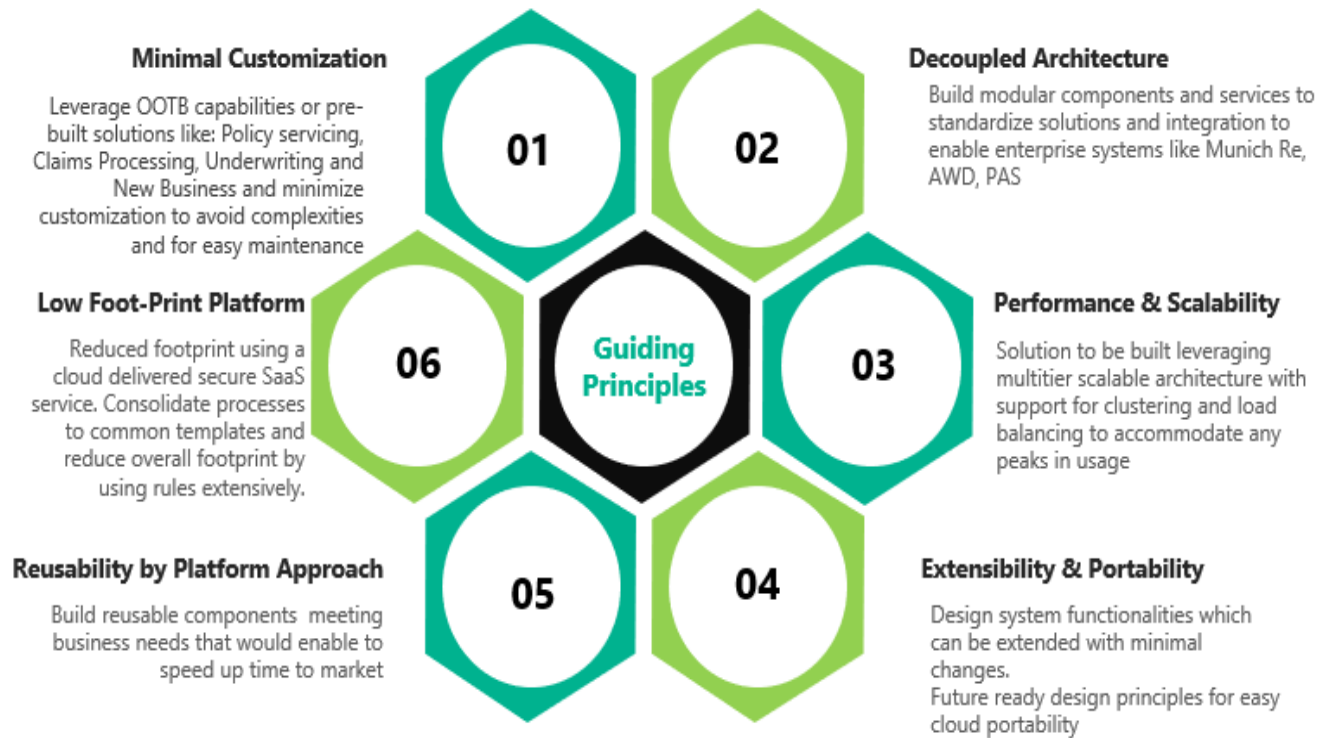
We understand that NCCS, on behalf of its 58 Community Colleges envisages to transform the current existing enterprise document management platforms to a New ECM platform which is device agnostic to include online forms, Workflows, Records management and scanning.

Infosys believes that we are the right vendor partner to NCCCS due to following differentiation we bring across the 5 dimensions:

1. Infosys is delivering **digital transformation solutions since last 15+ years**
2. Infosys has over 15+ years of global experience **working with 30+ clients in education sector** around the world making us top-rated Digital transformation company for the education sector
3. Infosys commitment to US market along with the **Digital Talent pool and Localization Strategy** – We have significant commitment to **positively impact the workforce** in the **North Carolina state**, in and around **Wake County** with our innovation hub **presence in Raleigh, RTP**
4. Infosys has an established **ECM Centre of Excellence “CoE”** which brings breadth and depth of our experiential learnings from other customers in education industry.
5. We have crafted a well thought out solution based on NCCCS needs leveraging our ECM CoE with an **objective to have long term business benefits**:
 - a. **Reduced TCO**
 - b. **Improved Persona based User Experience & Enhanced User Productivity**
 - c. **Enhanced Compliance and Security** through standardization, consolidation & robust design
 - d. **Future proofing** of the technology solution

How we will realize the above 5 dimensions for NCCCS

Key tenets of our Solution



Infosys has chosen Newgen as the ECM product platform to help bring together the best of breed technological product expertise realizing the above tenets comprehensively for NCCCS. In addition, Newgen's ECM solution carries the distinct advantages of being built on Open Standards and thus being platform agnostic.

Newgen has been rated as Strong performer in Forrester Wave – ECM Content Platforms Wave Report Q3-2019. Further Garner has rated them as a Niche Player in 2020 Magic Quadrant for Enterprise Low-Code Application Platforms based on its ability to execute and completeness of vision.

Newgen Software Technologies offers its award winning OmniDocs™ Enterprise Content Management (ECM) suite. OmniDocs ECM Suite is a market leading platform that drives enterprise-wide digital transformation through end-to-end management of enterprise content.

Below are the key benefits of the Newgen's ECM product platform:

- Build **fit-for-purpose low code** ECM applications as per business needs
- Ensure **end-to-end management of enterprise content** from scanning, digitization, storage, orchestration, workflow, publishing, distribution, archival, retention to disposition
- Ensure **compliance with various regulations and standards** through a certified records management system

- Discover and search contextual information from millions of documents in seconds

Newgen OmniDocs ECM Suite offers extensive capabilities for capturing, processing, and storing content, managing content-centric processes, delivering information and archiving records and documents. While at the same time it offers a unique functionality for:

- Content Capture
- Content Processing & Storing
- Content Orchestration
- Information Delivery

Infosys Digital transformation & Education sector expertise relevant for NCCCS

Infosys is a global leader in consulting, technology, outsourcing and next-generation service providers with locations across the globe and helping customers Navigate -to -the Next. Infosys has a global workforce of 236,000+ across 46 countries. Globally, Infosys has 50+ development centers and close to 1400 clients. Recently, Infosys has been awarded the number 3 ranking on the Forbes list of The World's Best Regarded Companies for 2019.

We believe that we are uniquely qualified to support NCCC's vision to deliver the next generation experience for your students, faculties and other employees backed by our global experience in systems integration and extensive experience in driving digital transformation initiatives.

Our deep expertise in Higher Education Sector

Infosys with over 15+ years of Global experience in education sector with over 30+ clients around the world including many colleges and schools and becoming one of the top-rated Digital transformation company in the education sector.

Our specialized services for educational institutions combine best-of-breed learning platforms with cutting-edge learning products of leading education service providers for end-to-end solutions. Infosys leverages Nia and EdgeVerve, our artificial intelligence, machine learning, and business platforms, for student assessment, learning outcomes, and virtual teaching support. Our education ecosystem helps us implement greenfield IT solutions or migrate legacy systems to advanced platforms on the cloud.

We have well rounded expertise coming from below capabilities which we have built over the years:

- **Partner Ecosystems** – Newgen ECM, Opentext, AWS Ed, Microsoft, Service NOW, Oracle, Microsoft, Salesforce, DynaTrace, Cisco, Dell, HP
- **Academic Relationships** – 95 institutions - Stanford, Cornell, Purdue, RI, ASU, UTD, etc.
- **Solutions** – Learning Management Systems, Student Genome, RPA, Teaching Assistant, AR/VR Immersive Technologies, AssistEdge for contact centre
- **Our capabilities exist across Education Value Chain:**



Our commitment to US market along with Digital Talent Pool and Localization Strategy

- Infosys has 800+ US customers in US.
- Infosys has opened 6 Hub locations in US focused on new technology adoption.



Leveraging local ecosystem and giving back to community

- Recruiting locally from us college campuses
- Infosys has been an early adopter of a robust Corporate Social Responsibility agenda. Infosys Foundation USA is an initiative focused on bridging the digital divide in America by supporting high quality computer science education and coding skills with a focus on under-represented communities. The Foundation has partnered with many internationally acclaimed non-profits and institutions like [Code.org](#), [New York Academy of Sciences](#), [DonorsChoose.org](#), [GirlsWhoCode](#) and the [CREATE Lab at Carnegie Mellon University](#)

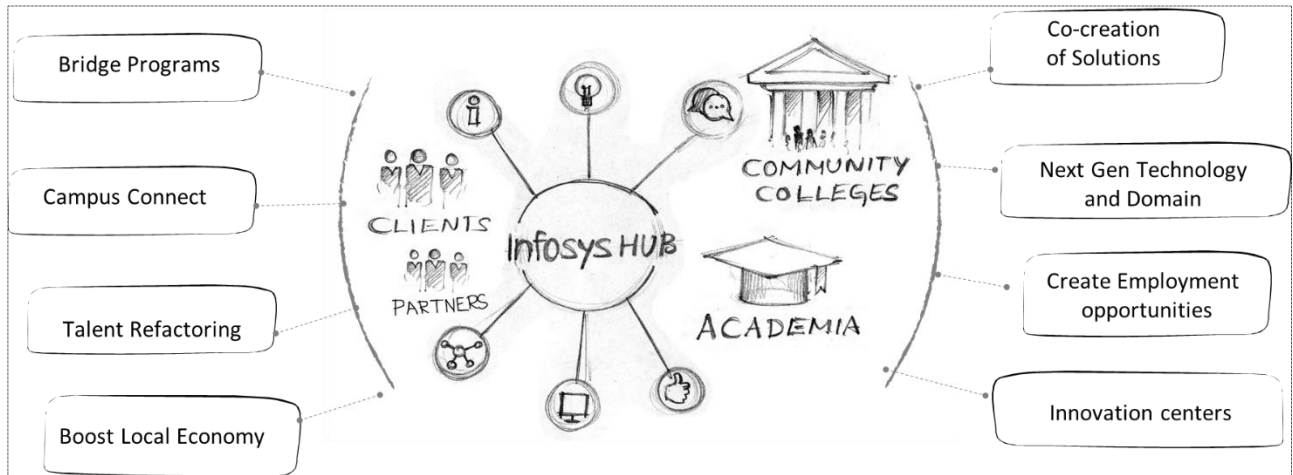


Figure 1. Infosys leveraging local ecosystem and giving back to the US community

Positively impact the workforce in the North Carolina state, in and around Wake County with our innovation hub presence in Raleigh, RTP

- On boarded 2,000 local talents and have a further commitment to hiring locally.
- Focus on Digital Innovation, Open Source
- Innovation Hub @ Briar Creek Parkway in Raleigh, NC
- Existing University Relations: NC State, NC System, Wake Tech. CC
- Academic heartlands of the Research Triangle Park

- 60,000 sq ft
- 500 total seats
- Innovation Lab / Digital studio
 - Virtual conference systems
 - 2 Training classrooms
- **New:** Living Innovation Lab
- **New:** Digital Assurance / QA Clinic
 - Bank of the Future
- Retail Store of the Future
 - Digital Turbine
 - Flight 360
 - Mysore 360
 - Plant.io
 - Facial Recognition
 - ATP Tennis (VR/Analytics)

- **Financial:** Amex, WF, BB&T, Visa
- **Comm:** Verizon, CenturyLink, T-Mobile, Charter
- **Retail:** CVS, Polo, Harley Davidson
- **Hi-Tech:** Conduent, 1010Data
- **HIL:** BCBGA

Capacity

Clients

Creation

Convenience

- 10 min to airport
- In the heart of the Triangle
- Brier Creek community of restaurants and shops
- Fitness center onsite



Conclusion:

Infosys is fully committed to bring the full force of our investments in the ECM stack and the services to the benefit of NCCCS. Our solution will include improved functional, scalable and secure capabilities vis-a-vis business process management, machine learning, artificial intelligence, increased integration with wider set of enterprise applications, and a robust workflow management.

The solution we have proposed along with our overall expertise provides a complete ecosystem driven by our local presence, relationship with academia including the community colleges, access to innovation hubs and living labs, and similar projects delivered and real-life experiences. We believe that such holistic expertise can significantly benefits NCCCs in achieving its goals.

As part of our commitment and excellence in customer satisfaction, we are ready to demonstrate the complete functionality, feature sets and benefits we can bring.

Infosys would be happy to further discuss on how Infosys and NCCCS can partner to further provide opportunities to community colleges to make use of Infosys overall experience.

Our Understanding of Business Requirements

- North Carolina College System, NCCS, on behalf of its 58 Community Colleges envisages to transform the current existing enterprise document management platforms to a New ECM platform which is device agnostic to include online forms, Workflows, Records management and scanning.
- We understand that the new ECM platform will integrate with all the existing enterprise systems and services that currently integrated with along with digital credential provider to support digital signatures once they are migrated to the new ECM platform
- Migration of docs from existing repositories to new ECM platform with capability to do full text search across all documents stored in the repository
- NCCS is open to building the new platform on-premise as well as on the cloud-based SaaS service with 2 Year Hardware Maintenance.
- 24X7 Application support services to the ECM platform and its integrations in accordance with defined SLA
- 2 Year Non-warranty, annual maintenance and support for the software which includes upgrades, patches and support services of all associated software.

BUSINESS OBJECTIVES

- A Unified Digital Platform offering Capture, Process (BPM) and content (ECM)
- Flexible platform that can handle workflows seamlessly based on business rules
- More out of the box (OOTB) features with less customization in completely SaaS or On-Premise model
- Introduce net new capabilities like process insights, operational intelligence
- OOTB Reporting Dashboard for detailed Insights with real-time monitoring with personalized dashboards and configurations

IMPLEMENTATION OBJECTIVES

- **EXTENDABLE PLATFORM:** Low code platform to orchestrate the entire customer journey for policy servicing. Prebuilt accelerators for current and future use cases
- **SEAMLESS INTEGRATION:** Integration with business systems using Web Services, Messaging and ACORD XML Standards
- **RIGHT FIT SOLUTION FOR SCALABILITY & EXTENDABILITY:** Leveraging multi-tier scalable architecture which supports future business needs and adopt to technology advancements

Key tenets of the Solution



Why Infosys

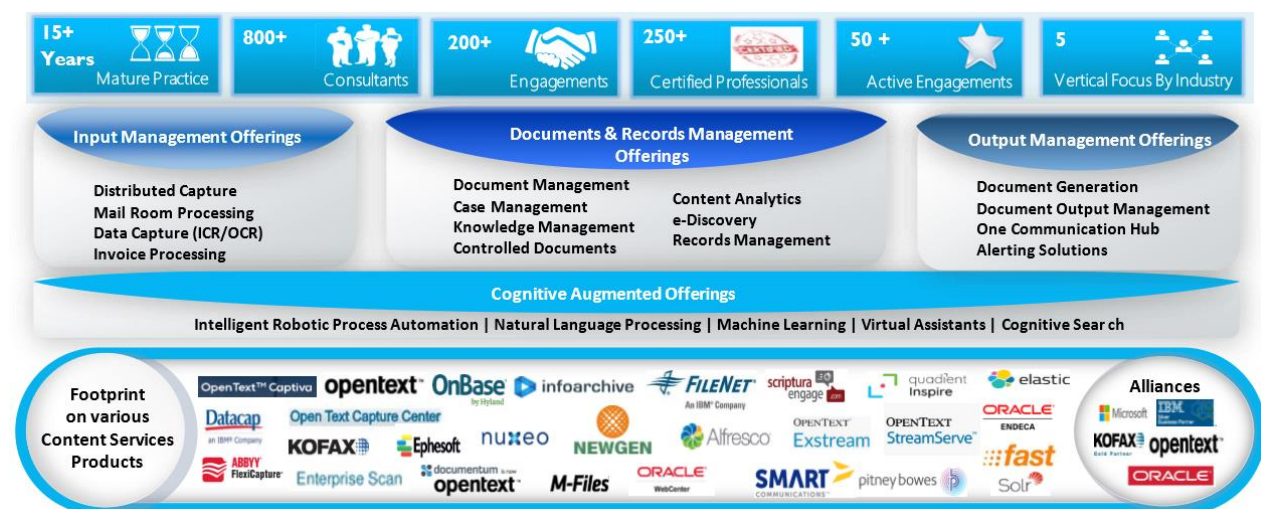
OUR CAPABILITIES IN ENTERPRISE CONTENT MANAGEMENT SPACE

Infosys Digital drives end-to-end digital solutions for our clients to meet the rapidly, ever-evolving demands of their consumers. We are customer-obsessed, hypersensitive to friction and focused on the seamless integration between people and technology to ensure that you can deliver extraordinary experiences to your customers. Infosys Digital is a horizontal practice serving all the verticals across geos. We have been **delivering digital transformations since last 15+ years**.

Enterprises face challenges in managing ever increasing volumes of electronic documents, reducing paper trails, supporting and integrating different content types efficiently. **Infosys Enterprise Content Management Expertise** helps in managing unstructured data by using well-defined processes for creating, managing, delivering and archiving information.

Infosys services span the gamut of ECM addressing **document management, records management, customer communication management, web content management, digital assets management and BPM** across technologies such as **Newgen, OpenText, Kofax, IBM FileNet, Pitney Bowes, OnBase, Nuxeo**, among others.

The **15 Years old Content Services** practice, within the digital practice of Infosys, has over **800 Consultants** with skills and experience on multiple content management technologies with extensive expertise on products covering Input Management (Capture), Document and Records Management (including Knowledge Management), Customer Communication Management and Compliance & Risk Management. By virtue of our SI Partnership with **Newgen**, Infosys has grown the alliance into a mature competency with more than **200 trained professionals** and over **90 certified experts** managing the Newgen product portfolio.



Enterprise Content Services Footprint

This breadth and depth of our experience is supported by our premium partnerships across the ECM value chain. In **Document & Records Management (DRM)**, Infosys has experience and capability of providing end-to-end services:

OFFERINGS	HIGHLIGHTS	
Documents Management	1TB/48 hours – Rapid ingestion/extraction rate <3 sec response time for 2000 concurrent users on 500M documents as base data 50% Environmental cost reduction	Cloud SaaS Offering
Case Management	Plug & Play architecture of ECM & Big data system 1.5 PB base data volume with increasing data 9.1M € operational cost reduction/year 100% adherence to MIFID II regulation	Big data ECM with 3V Data lake
Content Collaboration	Automating business processes 100+ Robots 85% efforts saving 24X7 working solutions 8000+ cases executed per day	RPA Automating DRM
Reporting, monitoring, auditing	Physical Information management of onsite and offsite records 80% operational cost reduction 100% compatibility with native apps	Archival Records Management
Records retention & disposition	Purpose-build compliance edge solution for life sciences industry 100% adherence to regulatory compliance Two- fold increase in product submission Multi-fold reduction of product recalls	Compliance Regulatory solutions
Archival		

Documents & Records Management Services

Values to Table:

ECM Centre of Excellence (CoE): We have worked with various organizations on their Digital Transformation Journey and have an ECM CoE which would work closely with NCCCS and share industry best practices pertaining to ECM.

Time-to-market: With proven methodologies and over 28 years of implementation experience, our industry experts help enterprises get up and running faster using our industry-specific applications.

Passionate Employees and Ecosystem: Our employees continually work to make life simpler and business more efficient, all while helping organizations achieve their business goals. We work closely with our partners to deliver high-value solutions across all industries.

Security and Scalability: Our platform offers unmatched security and scalability, incentivizing customers to stay with us for years.

ABOUT INFOSYS EDUCATION, TRAINING AND ASSESSMENT (ETA)



As the organization started witnessing tremendous growth, the Education & Research (now Education, Training and Assessment (ETA), a function charged with the responsibility to educate and train our employees with a highly competent, full-time faculty was started in 1991. Since then, the unit, has been at the forefront of creating a culture of learning in the organization and drives talent development through its Foundation Program, Continuous Education and Outreach Programs

Continuous education

Our continuous education programs span domains such as technology, business, process and behavior, and are designed to keep the competencies of our experienced employees current and relevant to business needs, and help them build a lifelong career at Infosys Re-skilling our existing employees in new and emerging technologies is a key element of our strategy.

With 700+ courses, 749,000+ training days per year and 140,000+ employees trained per year, the Continuous Education program ensures our workforce can continue their learning journey and thereby pursue excellence in client delivery.

Foundation programs

Through our foundation program, freshly inducted Engineers are trained at the Infosys Corporate University at Mysuru, India, one of the most magnificent and largest of its kind corporate universities in the world.

Resources	Partnerships	Innovation & Best Practice Sharing
<ul style="list-style-type: none"> ▪ 330+ acres campus ▪ 200+ classrooms ▪ 300+ full time technical educators ▪ Capability to train 15000+ participants simultaneously 	<ul style="list-style-type: none"> ▪ Partnership with top universities in areas such as design, digital, blockchain, cyber security, etc. ▪ Collaboration world-class institutes like Udacity, Coursera and Rhode Island School of Design 	<ul style="list-style-type: none"> ▪ Flight simulators, an intervention to provide real-life scenarios as assignments ▪ Focus on teaching 'agile ways of working' ▪ Building on our extensive experience in India, to enable fresh hires in the US

Collaborative learning

Collaboration through knowledge sharing is an important component of learning and education. The primary goal of our Knowledge Management (KM) strategy has been the creation of an ecosystem for continuous employee education.

We have received many awards for our KM practice from the Know Network, an external benchmarking agency, including 12 global MAKE (Most Admired Knowledge Enterprise) awards, 15 Asian MAKE awards and 13 Indian MAKE awards.

Why Newgen

Newgen Software Inc. is the market leader in Enterprise Content Management (ECM), Business Process Management (BPM), Dynamic Case Management and Customer Communication Management (CCM) solutions with a global footprint of 560+ active customers in 69 countries. Newgen Software Inc. was founded in 1997 and its Parent company is Newgen Software Technologies Ltd. (Founded in 1992) is listed on the National Stock Exchange (NSE). Newgen’s Americas headquarters is in Mclean, Virginia, it has a competency development center in Tampa, Florida, and offices across USA, Canada, UK, UAE, Singapore, India, and Australia.



OUR PARTNERSHIP

We are Partners for 15 Years



Infosys has the highest level of partnership with **Newgen Software** for last **15+ years**. With a **globally proven model** and 30+ large joint global customers, we ensure **customer success** and **predictable outcomes** with **executive sponsorship** from both the organizations

Platform Integrations

1. Newgen is the preferred content and automation platform for Infosys Finacle, a leading core-banking platform
2. Newgen is the consumer on-boarding platform for Infosys Live Enterprise platform for education and learning sector. Wingspan and Live-enterprise are the talent transformation platform for next generation learning and consumer engagement.

Recent Client Engagements

1. Automation and customer servicing platform modernization for a leading US insurance client using Newgen's BPM/ECM on AWS cloud, accelerated with Infosys Content Migrator solution for 120 million documents (40 TB) in 3 months timeline. Business process optimization powered by Newgen iBPS to automate policy changes, claims, customer servicing, partial withdrawals etc.
2. Digitization of 40+ years of paper based material/processes for leading US based Insurance provider. Digitization of 1 million paper documents and uploading to OmniDocs along with its metadata. Document capture with OCR to extract metadata from various inputs sources like scan, email and ingest into EDM



Proven solutions and engagement models for customers



Large Talent Pool of Trained and certified resources



Design and architectural endorsements



Ready made tools and accelerators



Joint teams on the ground

Newgen is one of the rare product companies to have the backing of both leading financial and technology companies in the world. Newgen's ECM solution carries the distinct advantages of being built on Open Standards and thus being platform agnostic. These solutions are **scalable from a handful of users to tens of thousands of users**.

Newgen enables organizations to continually improve their business processes for achieving agility, cost-effectiveness, and compliance with innovative solutions. Newgen's key advantages which have benefited our Customers are as follows:

- Lower Total Cost of Ownership.
- Best Practice approach through the life cycle of the Program Management and Implementation.
- Best-of-breed technologies underlying our Solutions, as indicated by leading analysts.

Newgen follows a global delivery model to provide 24x7 implementation and post-implementation support for customers by leveraging multi-country competency teams. This enables quicker deployment of the solution and lower cost of implementation and support.

ANALYST RECOGNITION



GLOBAL CUSTOMER SPREAD – KEY CUSTOMER’S ACROSS REGIONS



KEY CUSTOMER’S IN AMERICAS ACROSS VERTICALS & FEW EDUCATIONAL INSTITUTION CUSTOMERS GLOBALLY



REASONS TO PARTNER WITH NEWGEN

Newgen’s low code digitization platform helps enterprises solve for industry-specific needs. We bring agility to your operations and context to your data for real-time visibility and control. Enterprises, globally, trust Newgen to enhance their customers’ journeys.

Low Code: Low code platform helps enterprises reduce IT dependency, setting them free from mundane tasks and enabling them to deliver smarter results.



Continuous Innovation: Continuous innovation is part of our DNA. Our platform, powered by new-age capabilities such as robotic process automation (RPA), digital sensing, mobility, and analytics, helps enterprises remain current and competitive.

Business Agility: Technologies help enterprises respond faster, embrace business changes, and stay ahead of the curve.

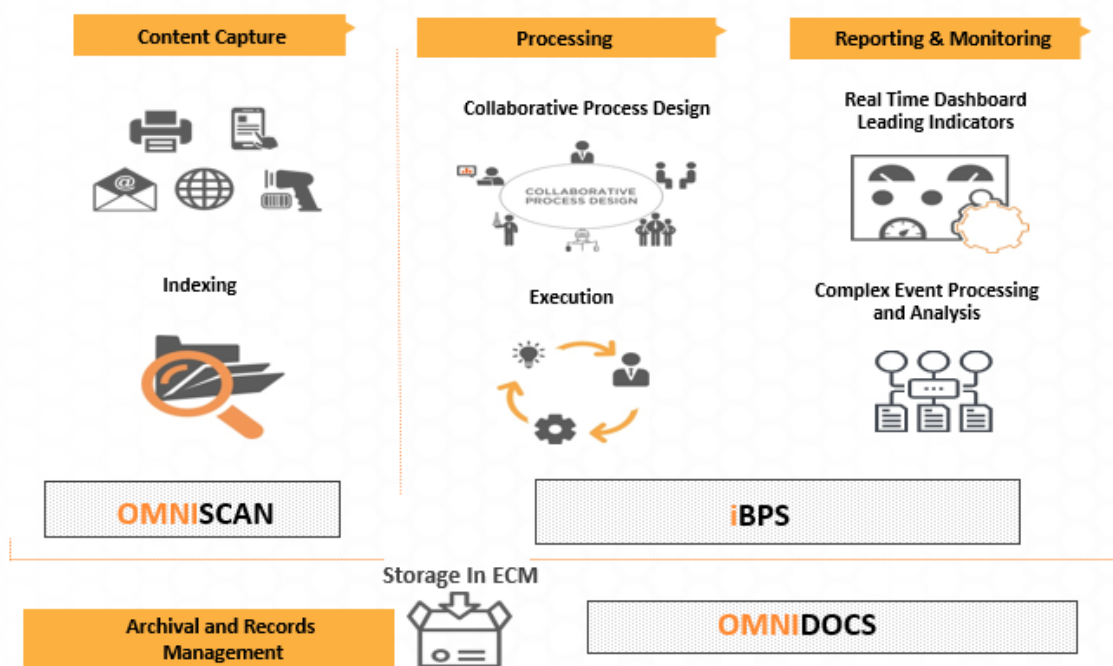
Proposed Solution Overview

Infosys Proposes Unified Digital Platform offering Capture, Process (BPM) and content (ECM) for creating, capturing and managing, delivering, and archiving large volume of documents for colleges under North Carolina Community College System (NCCCS).

Newgen's Enterprise Content Management Platform Suite comprises of:

- **OmniDocs:** Enterprise scale Document Management System (DMS)
- **OmniFlow iBPS:** Low Code Workflow Process Automation Platform.
- **OmniScan:** Advanced, distributed document scanning solution with OCR
- **OmniDocs RMS:** US DoD 5015.02-STD Certified Records Management System (RMS)

Newgen Product Suite for North Carolina Community Colleges

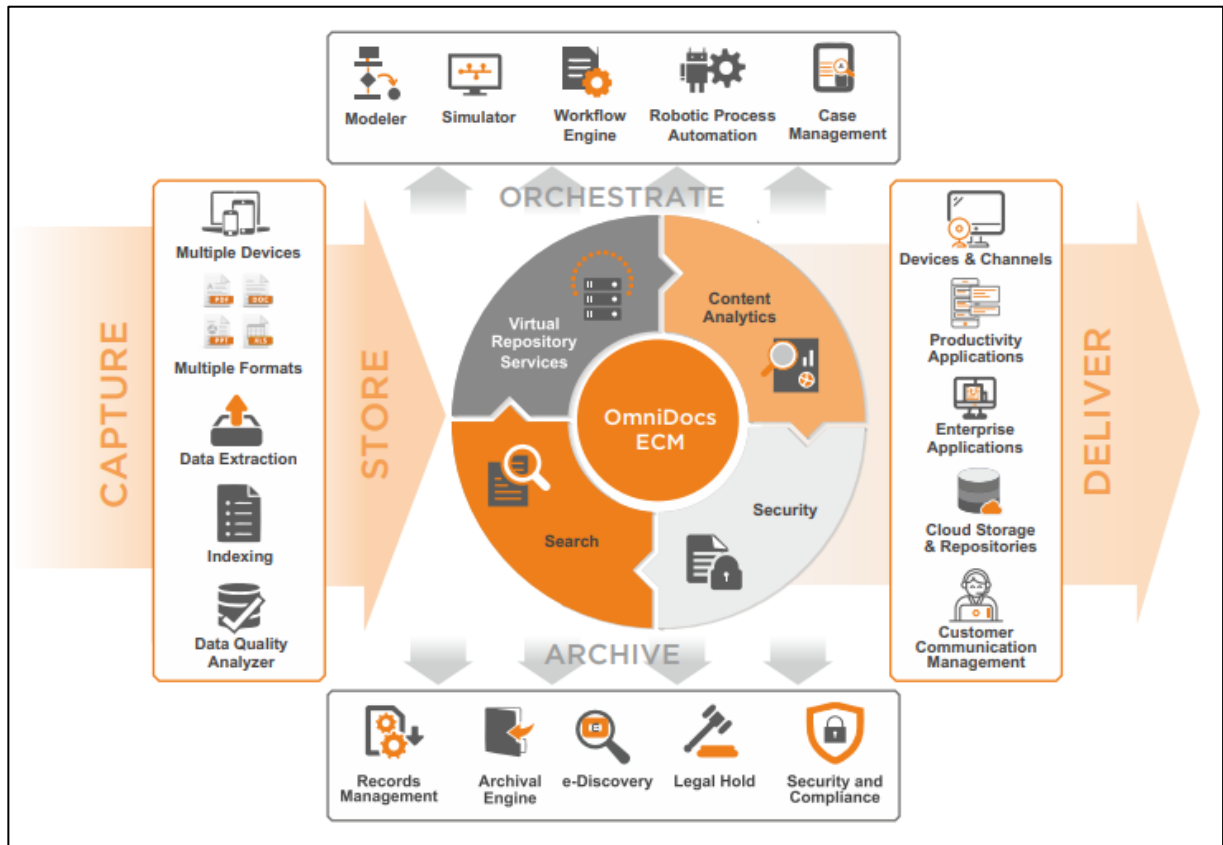


OmniDocs Enterprise Content Management (ECM) Suite

OmniDocs is an Enterprise Document Management platform for creating, capturing, and managing, delivering and archiving large volumes of documents. OmniDocs provides a highly scalable, unified repository for securely storing and managing enterprise content. It provides access to enterprise content directly as well as through integration with business applications.

OmniDocs is a centralized repository for enterprise documents and supports rights-based archival. It supports both centralized and distributed scanning with the policy-based upload. It manages the complete lifecycle of documents, including records retention, storage, and retrieval policies. It supports exhaustive document and folder searches on the date, indexes and general parameters as well as full text searching

on image and electronic documents. Apart from DMS, there are multiple imaging functions that can be performed on images using OmniDocs such as Annotations, Notes, stamps signature, etc.



OmniDocs ECM Framework

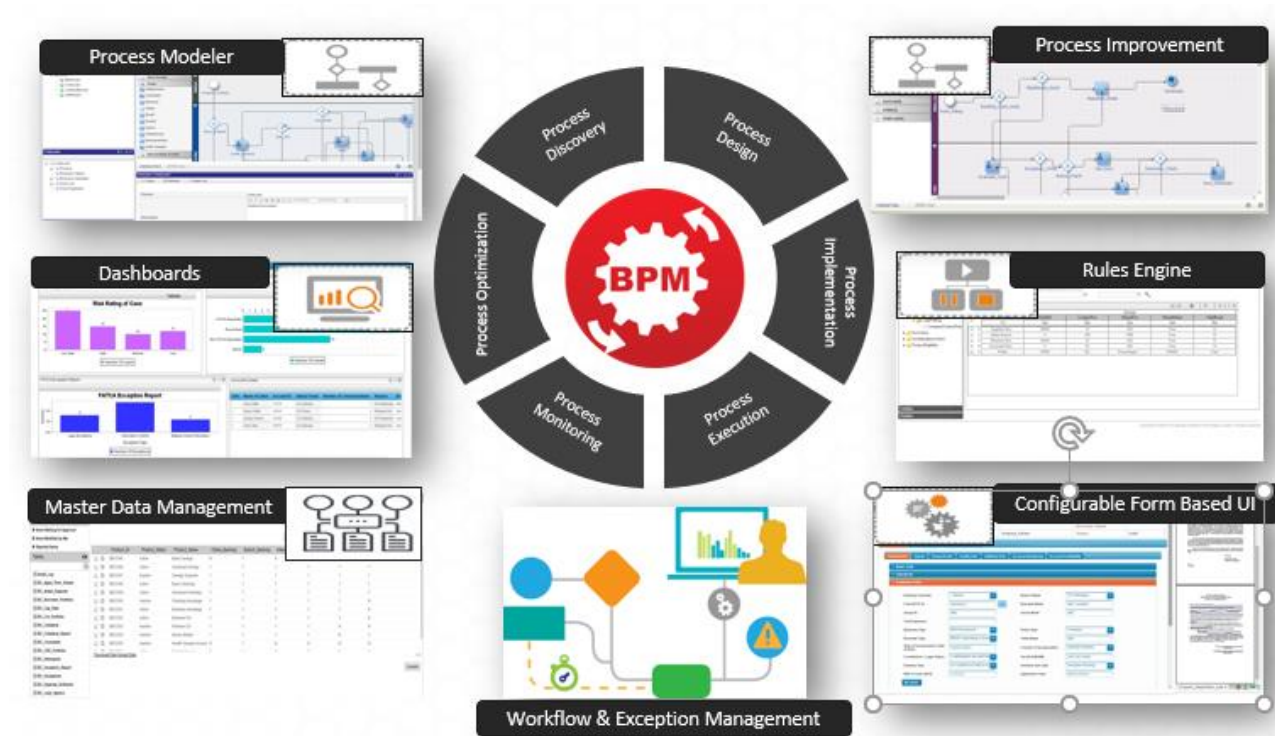
Capabilities Delivered

- Multi-format document archival
- Bulk scanning (OmniScan) with extraction
- Enterprise class advance search
- Document sharing with controls
- Document check-in & check-out
- Document versioning & annotations
- Alerts, reminders and notifications
- Document lifecycle management
- Audit logs and reporting
- Integration with enterprise applications
- Enterprise class security
- Records Management

OmniFlow Intelligent Business Process Suite (OmniFlow iBPS)

OmniFlow iBPS Product will empower the institution users with complete configurability approach by giving them the flexibility to modify & configure workflows during the lifecycle of the process. The Proposed Solution has the following configurable components in the foundation layer. The solution provides tools like Process Modeler, Rules Engine, Forms Builder, Business Activity Monitor etc. to manage the business needs with agility which helps the institutions in following ways:

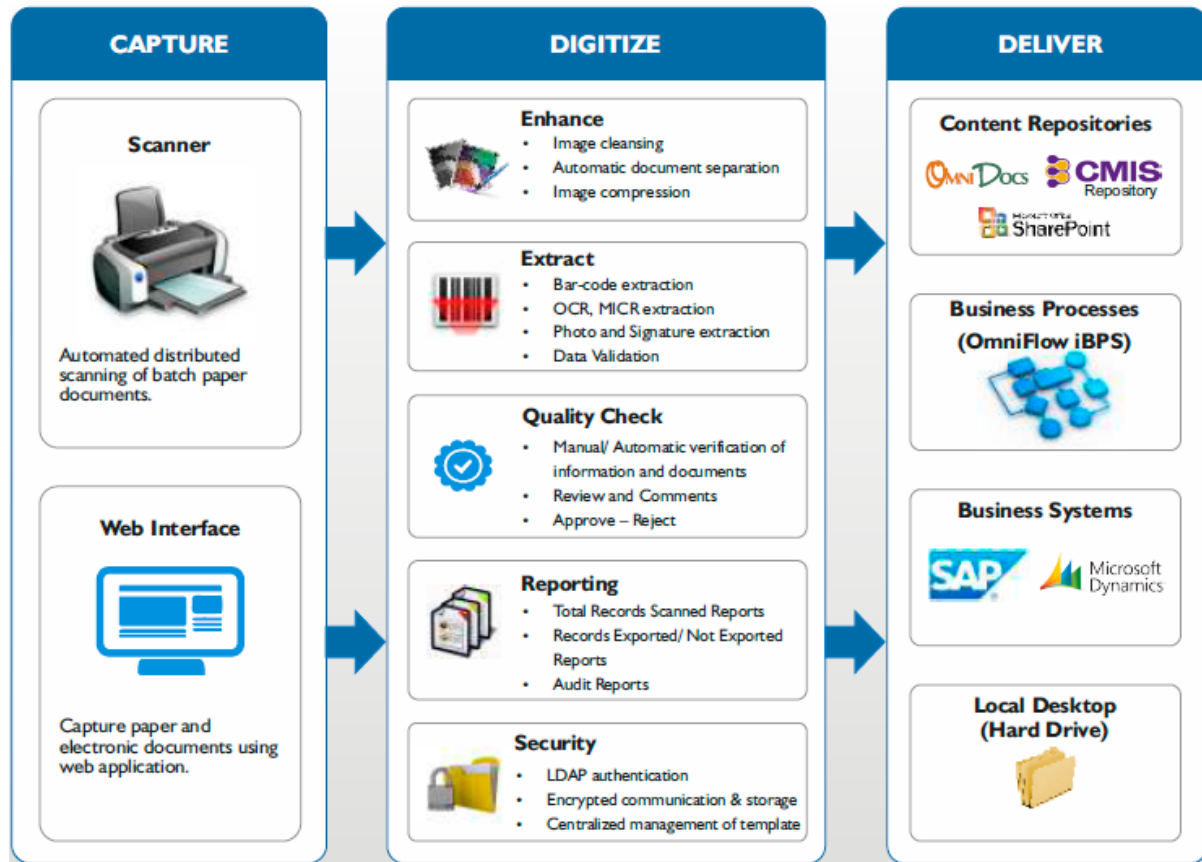
- Aligning as per institution's process flows with Process Modeler
- Aligning with Branding Guidelines and GUI preferences with Forms Builder
- Configuration of Institution's Business Logic with Rules Engine
- Providing Institution Specific Reports with Business Activity Monitor Tool
- Quick Configuration of Institution Masters for seamless Data Processing



OmniScan - Scan, Digitize, Deliver

OmniScan is a production scanning engine for document image capture. It enables scanning of multiple types of documents with different properties without human intervention. This tool can capture documents from a scanner, file system (images scanned by other components) or multifunction scan device.

OmniScan inbuilt export feature allows using it as a scanning workstation with workflow and document management system. For example, an application form may be scanned in colour as it may contain a photograph, while other documents may be scanned in black and white. Also, different sections of your documents can be scanned in different DPI and image types to optimize the storage requirements. OmniScan supports different scanning protocols like ISIS and TWAIN etc.



Key Product Capabilities

- Scanning of paper documents
- High Volume scanning through powerful GUI-based template
- Scan multiple records into batches for auto/manual processing
- Scan additional pages into existing documents
- Association of meta data with documents and deletion of unwanted pages records for easy indexing and retrieval
- Scanning different document types with different scanning properties. For e.g., while scanning an application form can be scanned in color at 100 DPI and supporting documents in Black & White at 200 DPI.
- Document separation based on fix pages, blank page, barcode and standard form recognition
- Auto blank page removal
- Simplex and Duplex scanning support

Records Management System (RMS)

The proposed **OmniDocs** ECM platform has an inbuilt Records Management System (RMS) which enables end-to-end management and tracking of complete lifecycle of your electronic records, while maintaining their integrity and authenticity.

The software manages record lifecycle, from its creation, usage, storage, maintenance to destruction or preservation, as per the organizational policies and legal mandates. Define and perform records classification, retention, and disposition actions according to your internal content management policies, while meeting industry compliances. **The system is certified with DoD 5015.2 and NRAA, Oman, and compliant with VERS, ISO 15489, and ISO 16175.**

Infosys Response to Specifications and Requirements

EXISTING SYSTEMS

1. The proposed solution should be comparable to the existing systems at each college and compatible with existing printing and imaging hardware and enterprise resource planning modules including, but limited to, student and academic services, finance, financial management, financial aid, human resources and payroll, short term workforce development, vendor and contract management, grants management, and veterans affairs management.

Response

To address the ECM requirements of NCCCS, Team Infosys is proposing Newgen's Enterprise Content Management Platform which comprises of:

- **OmniScan:** Advanced, distributed document scanning solution with OCR (auto indexing of machine printed data) for scalable high-volume production environment
- **OmniDocs:** Enterprise scale Document Management System (DMS)
- **OmniDocs RMS:** US DoD 5015.02-STD Certified Records Management System (RMS)
- **OmniFlow iBPS:** Low Code Workflow Process Automation Platform.

The above ECM Platform is comparable to the existing ECM systems (in terms of functionalities) at each college and compatible with existing printing and imaging hardware. The system can also seamlessly integrate with other third party applications (using Web services, RSET & SOAP APIs, XML etc.) like enterprise resource planning modules including, student and academic services, finance, financial management, financial aid, human resources and payroll, short term workforce development, vendor and contract management, grants management, and veterans affairs management

DATABASE TECHNOLOGIES

2. The proposed solution should integrate with industry standard database technologies including but not limited to Microsoft SQL, Oracle, Sybase, and Unidata® (Rocket Software) to capture a variety of documents such as transcripts, certificates, purchase orders, checks, vouchers, contracts, etc.

Response

- The solution can integrate with industry standard database technologies including Microsoft SQL (For cloud implementations) & Oracle (For both cloud & on premises implementation) to capture a variety of documents such as transcripts, certificates, purchase orders, checks, vouchers, contracts, etc.
- The Product does not support integration with Sybase, and Unidata® (Rocket Software). If required, we can integrate with these databases. This has currently not been taken into account in the implementation effort costing.
- For colleges using Sybase & Unidata, we understand from the NCCCS responses that 'Some of these colleges do have a secondary SQL database that can be used' so in these cases we can also integrate with the secondary SQL database, which is included in our effort costing.

ADDITIONAL HARDWARE SUPPORT

3. The proposed solution can include additional hardware needed. The colleges currently use several document imaging platforms, and the proposed solution should provide comparable functionality to existing products currently in use at the community colleges including, but not limited to, the following: SoftDocs modules (Etrieve®, Etrieve Central, Etrieve Content, Etrieve Flow, Etrieve Forms, Etrieve Security, DoceServe, ArchiveBuilder), AutoFile®, DocEscan, Hyland Onbase®, TeamIA, and Image Now.

Response:

Team Infosys is proposing Newgen's Enterprise Content Management Platform which has industry standard ECM platform and will be comparable to functionalities of NCCCS current ECM systems.

The proposed Enterprise Content Management Platform which comprises of:

- **OmniScan:** Advanced, distributed document scanning solution with OCR (auto indexing of machine printed data) for scalable high-volume production environment
- **OmniDocs:** Enterprise scale Document Management System (DMS)
- **OmniDocs RMS:** US DoD 5015.02-STD Certified Records Management System (RMS)
- **OmniFlow iBPS:** Low Code Workflow Process Automation Platform.

In case of on premise implementation, the platform can leverage & use the existing hardware at NCCCS. For the hardware required for on premise deployment, please refer Annexure 7-Hardware Sizing.

REUSE FORMS

4. Where possible, the proposed solution should be able to reuse forms that are currently in place with other current document imaging software at the community colleges and have automatic data retention set points and cloud storage options.

Response:

- The proposed solution is highly configurable hence the existing forms can be quickly made in the system. Certain forms can be reused by the system if they can be provided to us in standard formats such as xml.
- The product can be integrated with various third party products through the Web API so that those forms can be called in the system.

BLOCKCHAIN ANCHORED DIGITAL CREDENTIALS

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

Response:

The solution can integrate with an existing blockchain system that is being used in the college to instantly validate the authenticity of any document. The blockchain platform will be provided by the college(s).

CONTENT CAPTURE

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

Response:

Yes, The solution allows OmniChannel capture of content including direct import from file, e-mail receipt, import from printing services, import from other workflows, import from other applications like Microsoft SharePoint, ServiceNow, and Salesforce.

MIGRATION

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

Response:

Yes, The solution can migrate content from existing system to the proposed solution. In case of On-Premise Subscription Deployment, Team Infosys will create a migration utility to migrate existing electronic records and train the College administrator users to run that utility.

The actual 'service' of migration will be done by the College administrator users. In case of Cloud deployment, the migration activity would be done by Team Infosys.

For both the deployment options it is assumed that these electronic documents are stored using industry standard taxonomy and are available in a proper, well defined, and logical folder structure along with the necessary indexing parameters for the respective content that needs to be migrated.

ADA COMPLAINT

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

Response:

Yes, Application will follow AA & AAA compliance (AAA if necessary) and few WCAG guidelines.

AUTHENTICATION SERVICES

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

Response:

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

DEVICE AGNOSTIC AND ADAPTIVE

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

Response:

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

SOFTWARE RETRIEVAL FEATURES

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

Response:

- a) The system has advanced search capabilities to perform searches across multiple document types and categories using key index searches and other ways.
 - Powerful searches available to easily locate documents and folders
 - Profile Search, Date-based search, and Indexed Search
 - Advanced **Full Text Search** which allows searching of content inside the documents.
 - Easy Search with real time suggestions on search criteria & **Federated Search**
 - Search for documents or folders on document or folder profile information such as name, title, created, modified, or accessed dates, keywords, owner, etc.
 - Search for documents using **user-defined and document specific data class index field values** like Student Name, Course, Academic Year, Title of Document, College Name, Department name, etc.
 - View Search results of Documents in thumbnails
 - Boolean and complex logical searches for advanced searching capability

The screenshot shows the OmniDocs search interface. It features a sidebar with navigation icons and a main search area. The search area includes several input fields and dropdown menus for filtering results:

- Created Date** and **Modified Date**: Each has a dropdown menu and a text input field with a "Click to Enter Date" placeholder and a clear (x) button.
- Keywords**: A text input field with a "Select or type" placeholder.
- Full Text Search**: A text input field with an "Enter text for Wild Card FTS Search" placeholder.
- Applicant_name** and **Date**: Applicant_name is a text input field. Date has a dropdown menu set to "Equals" and a "Click to Enter Date" placeholder with a clear (x) button.
- Email_ID** and **Phone_Number**: Both are text input fields.
- SSN**: A text input field.
- A blue **Search** button is located at the bottom right of the search area.

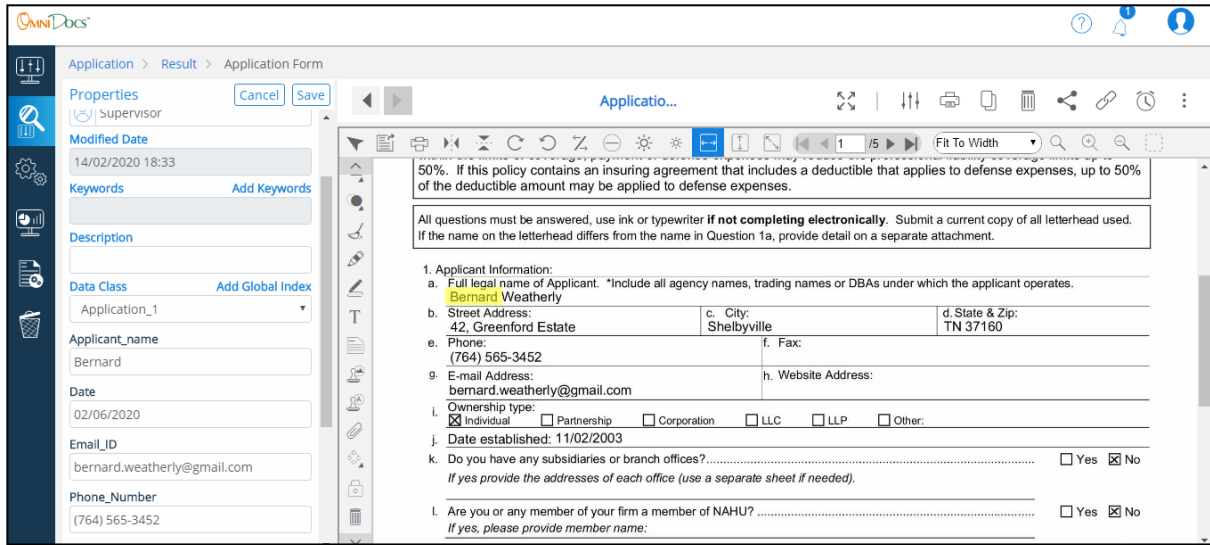
Sample Fig: Search using Keywords & User defined Index Fields

The screenshot shows the OmniDocs search results page. The search term "LIC" is entered in the search bar. The results are displayed in a list view with various filters on the left side:

- Easy Search**: Includes filters for Folder, Document, Media, and Social. A "Relevance" dropdown is also present.
- Filters**: A list of filters including Category, Keywords, Entities, Doc Type, and Repository Source.
- Repository Source**: A list of sources with checkboxes: SharePoint (1), OmniDocs (45), and File System (3).
- Search Results**: A list of search results, each with a checkbox, a document icon, a title, and a path. Examples include:
 - LIC_Case Study (Cabinet > pmgdemo > Sales Repository > PreSales Documents)
 - /CustomerLibrary//LIC contract ov... (SharePoint > CustomerLibrary > LIC%20contract%20overview.ti)
 - LIC Customer Demo (Cabinet > pmgdemo > Sales Repository > Demo Videos)
 - LIC Hardware Sizing Sheet (File System > C: > Marketing Repository)
 - Newgen HPE_ECM (Cabinet > pmgdemo > Sales Repository > Partners)
 - Architecture Diagram LIC (File System > C: > Marketing Repository > Architecture Diagram)
 - LIC_Scalability White Paper (Cabinet > pmgdemo > Sales Repository > PreSales Documents)
 - Newgen_Technical proposal for LIC (File System > C: > Marketing Repository)
 - LIC Video (Cabinet > pmgdemo > Sales Repository > PreSales Documents)

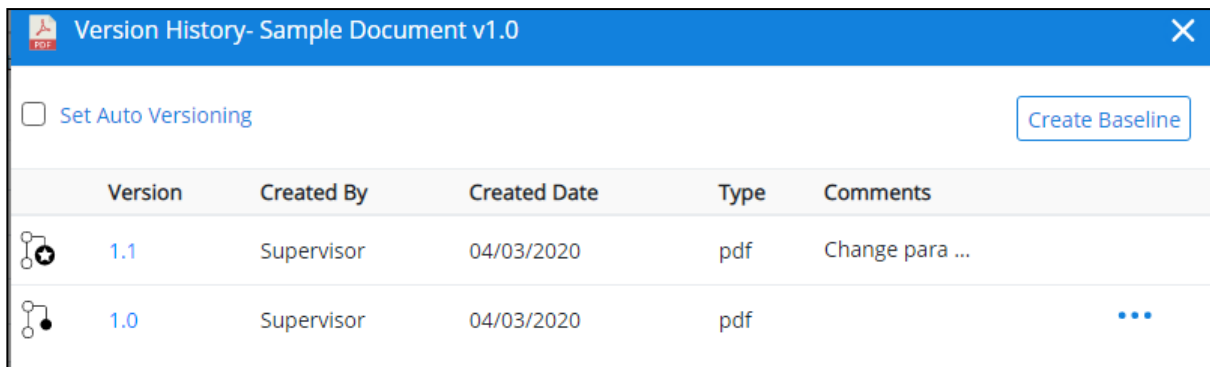
Sample Fig: Federated Search

- b) The system has Advanced Full Text Search which allows searching of content inside the documents. It does a full text search across all documents stored in the repository across multiple file types to include industry standard business automation software (Microsoft, Apple, Google products, PDF, and TIF).



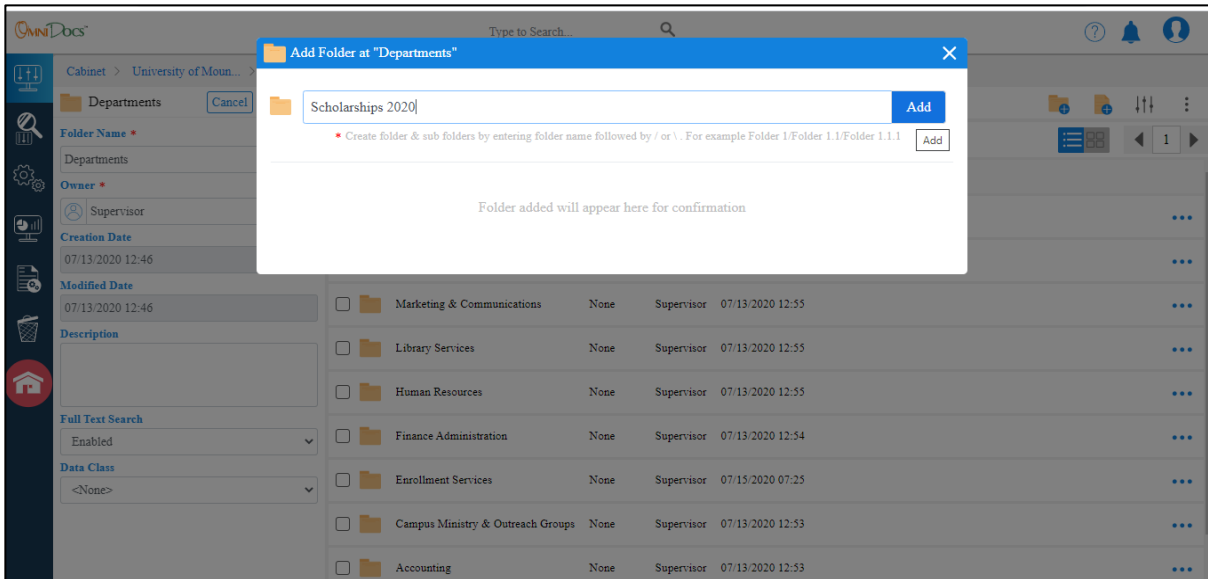
Sample Fig: Full Text Search with searched word highlighted

- c) Yes, the system has no limit on number of index fields that can be configured and created.
- d) Yes, the solution is web based, has a mobile application (iOS & Android) and also works on Mobile web browsers.
- e) Yes, the system supports complete version management for tracking document revisions. Each document revision is added as a subsequent version and user(s) can see the complete version history. The system also provides a facility to the authorized user(s) to delete the unwanted versions after a specified time. Some of the other strengths of the system are:
 - Version Management for tracking document revisions
 - Version comments and search across versions
 - Support for auto-versioning at Cabinet and Folder level
 - System asks user if Major or Minor Version & then automatically creates major Version (e.g. 2.0, 3.0, 4.0 etc.) or minor version (e.g. 1.1, 1.2, 1.3 etc.)
 - Support for notifications on check-in / check-out



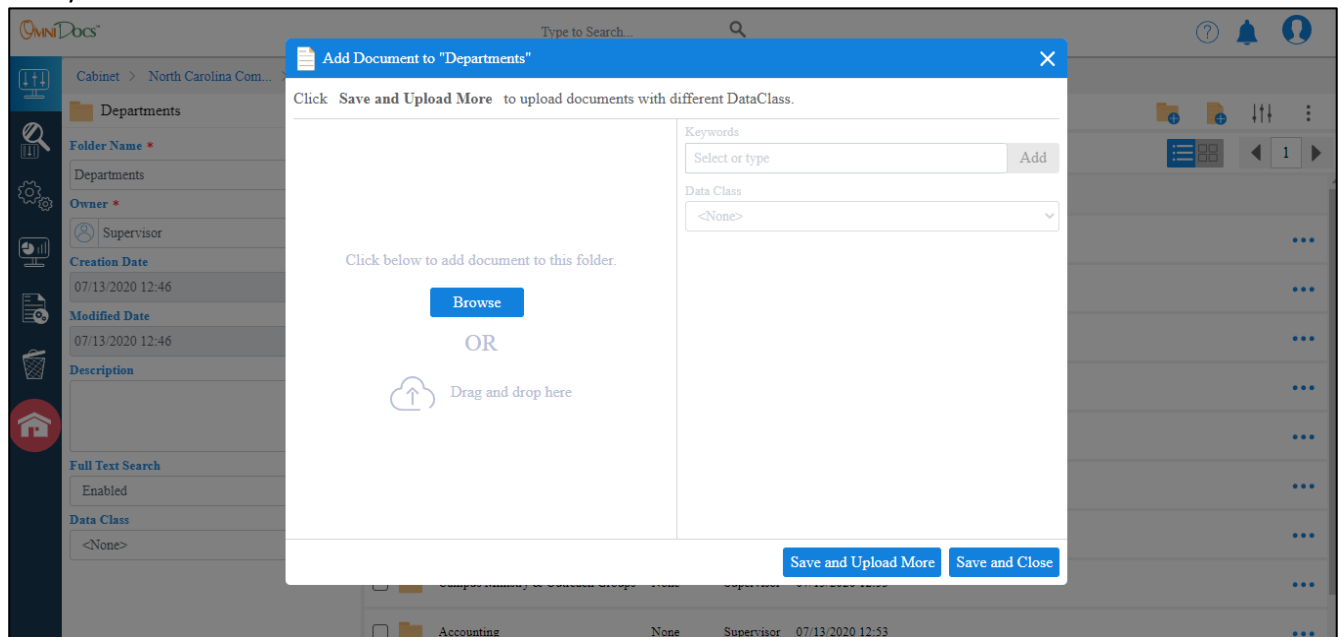
Sample Fig: Version Management

- f) Yes, the solution allows the system administrator to define rights on index fields to users and groups to ensure security based on index fields. For e.g. the system administrator can define that some users are not able to edit any index fields and can only view them while others can view and edit both.
- g) Yes, the system allows users to easily add ad-hoc folders and sub folders in it, apart from the pre-defined folders and sub folder structure.



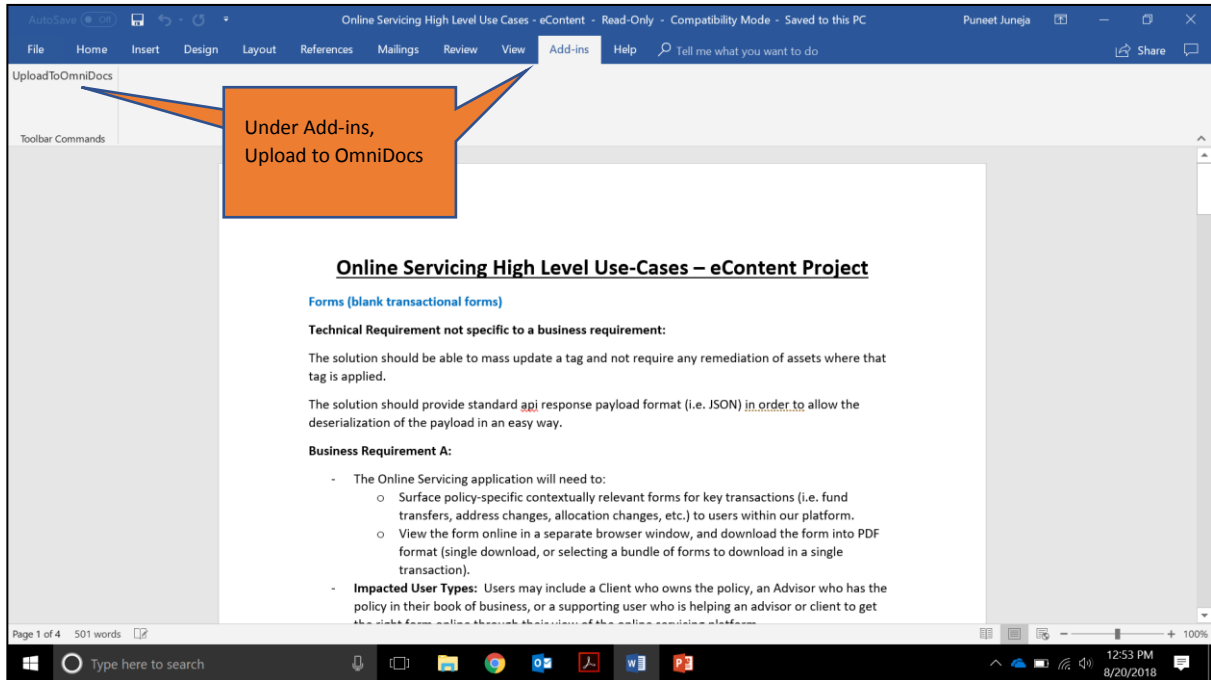
Sample Fig: Adding a Folder and naming it

- h) The system allows **drag & drop of documents from MS Outlook** and users can also **drag/drop files from their desktop/laptop**. Currently drag & drop of documents from Gmail is not supported by the system.

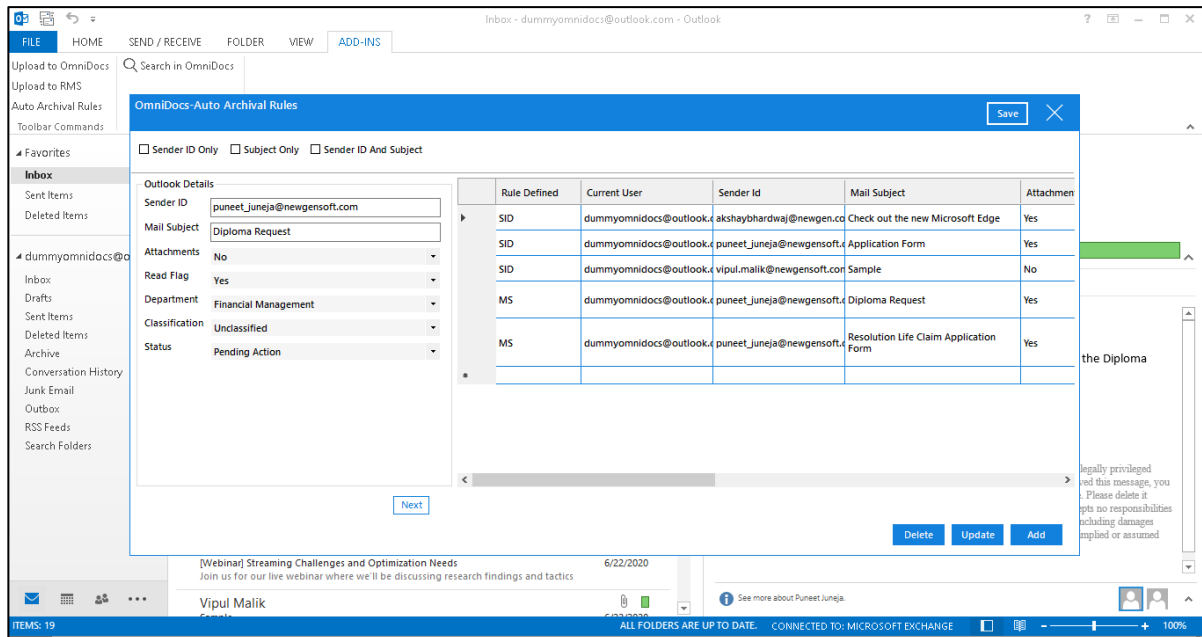


Sample Fig: Drag & Drop User Interface

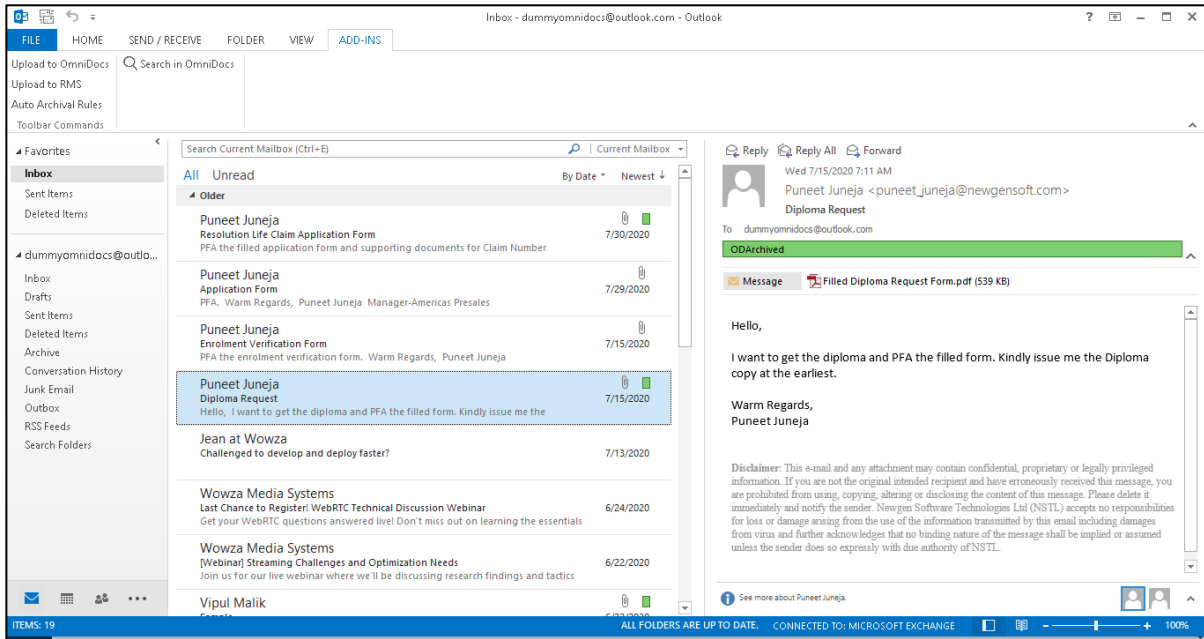
Additionally, our ECM solution has a **Microsoft Office Ready Connector** for MS Office Applications (Outlook, Word, PowerPoint Excel). Documents & emails from these applications can straightaway be archived to Newgen’s DMS.



Sample Fig: MS Word integration



Sample Fig: Create Auto Archival rules on Sender ID, Email Subject, or both



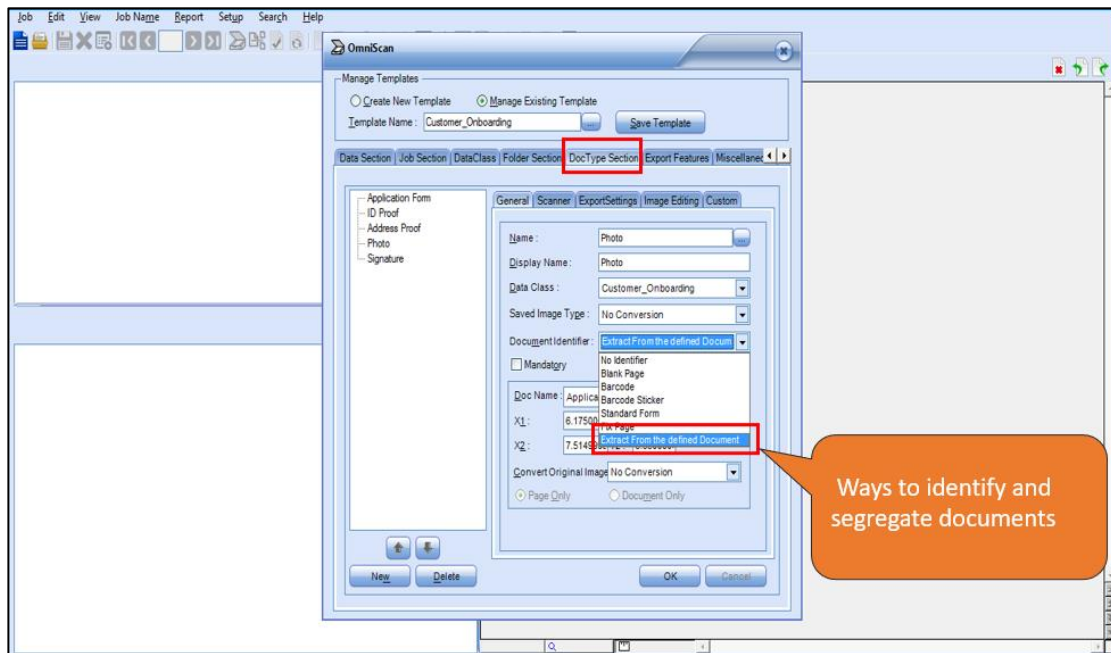
Sample Fig: Auto archived emails are automatically assigned category of 'ODAssigned' in outlook
Users can also choose to Manually archive emails from outlook to Newgen's ECM.

SCAN FEATURES

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

Response:

- Yes, Newgen's OmniScan support all these i.e. simplex, duplex, bitonal, grayscale, and color.
- Yes, Newgen's OmniScan software allows to automatically detect blank pages between documents to determine a new document type or a new set of documents.



Sample Fig: Document Classification options

- c) Yes, the software recognizes barcode separator sheets when used in between documents for batch scanning.
- d) Yes, the software does auto indexing (using OCR) for the scanned documents and also allows for manual indexing.
- e) Yes, the software allows default values and index validation on index fields.

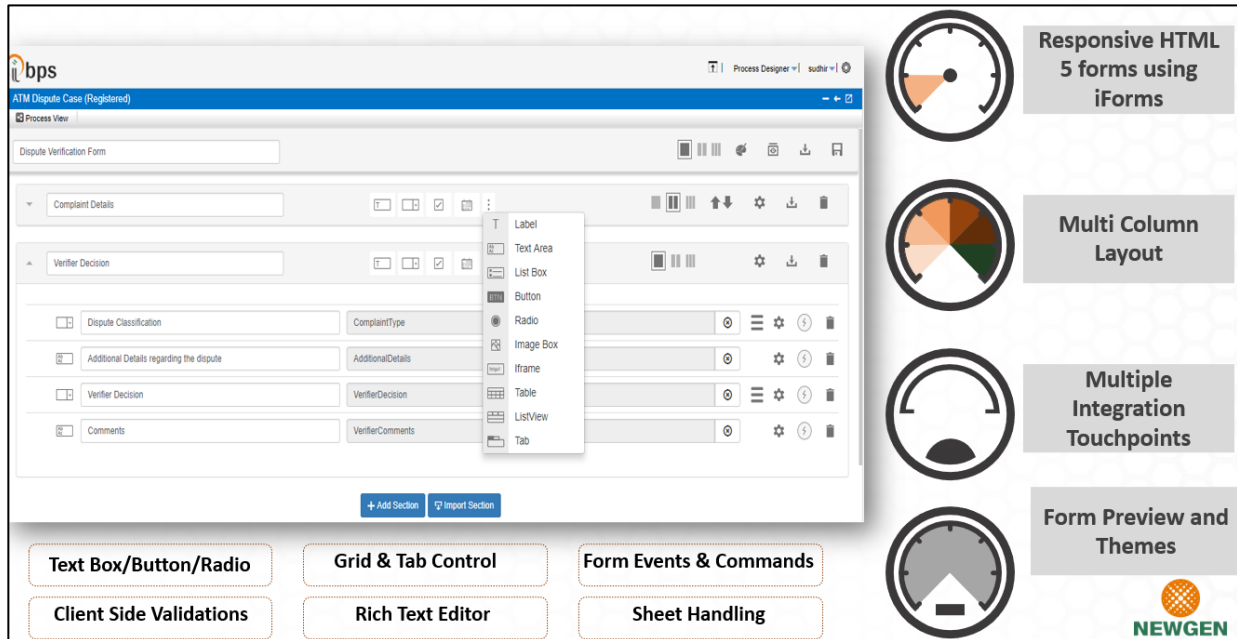
ELECTRONIC FORMS FEATURES:

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

Response:

- a) **iBPS** (Workflow module of the ECM suite) has an inbuilt form builder. Form Builder provides **the facility of designing forms through its Graphical User Interface (GUI)** and executing forms by associating certain functions with them. The forms designed using this interface can be **reused**, thus, significantly reducing the coding time for programmers/developers.

If an end-user wants some modification in the forms, the same interface can be used to modify the previously designed forms without changing the application. The user or a support person can make the changes and satisfy the customer need without involving the developers.



Sample Fig: Form Designer

b) The solution allows for pre population of Information in following ways:

- There can be default values set for fields and these default values can prepopulate on the form.
 - The system can integrate with any existing third-party system to fetch data and prepopulate the fields on the form. e.g. on entering the Student ID or Student Name, all other fields having details about the student can be prepopulated. Also, when a student logs in using their credentials the system can prepopulate standard information like last name, first name, address etc.
- c) The form builder can be used to make a packet or set of forms that can be made as mandatory and hence they need to be completed to proceed.
- d) Yes, the Software supports this requirement & will carry the information from one form to another form.
- e) There are multiple ways in which the solution can use Adobe PDF forms and pre-populate Adobe forms with information. To explain the options, we are taking here an example of student going to the portal for a request. We can use any of the below way as per each college's preference, requirements and use case.

1. Filling PDF offline & emailing to the college

- A prospective student can fill some basic information like request type and his student ID etc. Subsequently the system will determine the required PDF form so that the student can download the fillable Adobe PDF form in their laptop/desktop from the college website, fill that PDF form offline with the information and email the filled PDF form to the college.
- The system can automatically read the email and create a new case in the backend workflow.
- The student can also submit the PDF on the NCCCS website and in this scenario also a new case in the backend workflow will be created.

- In both the scenarios, in the case the PDF form (sent by the student over email) will be attached as a document and the information filled in the PDF form will be automatically extracted and prepopulated in the electronic form of the solution.
- 2. Filling PDF offline & submitting printout at college office**
- A prospective student can fill some basic information like request type and his student ID etc. Subsequently the system will determine the required PDF form so that the student can download the fillable Adobe PDF form in their laptop/desktop from the college website, fill that PDF form offline with the required information and take a printout of the filled PDF form and give the physical paper copy of the PDF form to the college.
 - The solutions' scanning software can be used to scan the physical paper and convert it to a digital document.
 - The system will also create a new case in the backend workflow and the case will have the scanned PDF digital document and also the system will automatically extract and prepopulate the data of scanned PDF form in the electronic form of the solution.
- 3. Filling PDF offline & submitting**
- For this option, we will tweak the existing PDFs and include a submit button inside the fillable PDF. A prospective student can fill some basic information like request type and his student ID etc. Subsequently the system will determine the required PDF form so that the student can download the fillable Adobe PDF form in their laptop/desktop from the college website.
 - The student can fill the PDF with required information and on clicking submit button inside the PDF a web service call would be made and the data of PDF form fields would be posted to the form in Newgen's backend workflow.
 - Create a new case in the backend workflow and the case will have the data of the filled PDF form in the electronic form of the solution.
 - Yes, the software supports this requirement and can copy a form and create in either a GUI builder or HTML to allow going back and forth.

WORKFLOW FEATURES

- a) Describe how software allows users to configure workflow processes for multiple points of automation.
- b) Software should provide workflows for common academic processes such as course drop/add. Describe how student and class data is retrieved and how hours may be calculated when a drop class request is made and how documents are routed for approval.
- c) Software should provide a secure external portal for external users to participate in the workflow process. Explain the functionality available on the external portal and how authentication is handled.
- d) Describe how the software can add a digital signature to including adding a saved signature, drawing a signature, and using a signature pad.
- e) Describe how the software and workflow can be setup to accommodate employee contracts to include creating contracts, sending contracts to employees not yet employed with the college to acquire signatures, and route for approvals.
- f) Describe how the software can be configured to automatically send out contract renewals for signatures.

- g) Describe the workflow process on how employees enter timesheet information and route for approvals.
- h) Describe how the software can redirect the recipient in a workflow when required.
- i) Describe how the software provides the ability to copy workflows.
- j) Explain how the software provides the ability to impersonate a user for workflow troubleshooting and testing.
- k) Explain how the software provides the ability to create custom workflow notification emails.
- l) Explain how the software provides inactivity reminders.
- m) Describe how the software provides ability to delete individual or a set of forms within a workflow at any point within the workflow.

Response:

- a) Newgen's OmniFlow Intelligent Business Process Management Suite (iBPS) is a low code platform-agnostic workflow solution that enables automation of multiple business processes. iBPS has the following configurable components in the foundation layer which allows to design and automate multiple processes.
 4. Aligning to the client's process flows with **Process Modeler**
 5. Designing light & responsive front-end third-party web portals using **Application Designer**
 6. Aligning with Branding Guidelines and GUI preferences with **Forms Builder**
 7. The configuration of simple or complex Business Logic with **Business Rules Engine**
 8. Creation & Management of tables using a GUI with **Master Data Management (MDM)**
 9. Providing Real time Reports & Dashboards with **Business Activity Monitor Tool**
 10. Quick Configuration for **seamless Data Processing**

Process Modeler

iBPS Process Modeler is a user-friendly **drag & drop modeling tool** that allows Business Owners, Business Analysts, Process Architects, Business Users, and IT Users to work on a real-time collaborative basis to design all aspects of the solution, including business processes, user experiences, business rules, and integrations.

The modeler provides different views of the same business process for different audiences so that it becomes easy for them to understand, participate, and gain consensus. T

he collaborative Chat option enables domain experts and process stakeholders to discuss various aspects of the process. Users can interact with other authors, and simultaneously update the process diagram, avoiding redundancy and saving time and effort.

Following are the key features of Process Modeler:

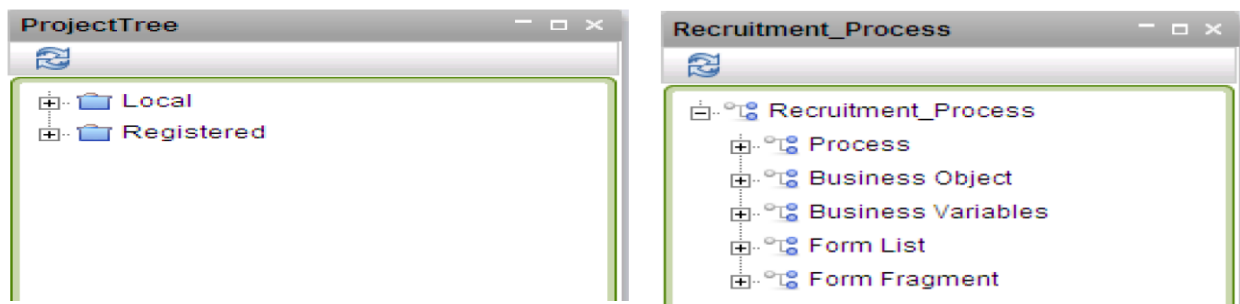
- a. Project Tree
 - The Project Tree component shows the projects in the form of Local Project and Registered Project. The local project is the archiving of the projects and its processes from the designer of Process

Modeler. The local project lies in the user system only. The registered project is the archiving of projects and its processes from iBPS Server.

b. Process Tree

The Process Tree is used to display the various attributes within a process. The Process is divided in the following ways:

- Process: Displays all the processes.
- Business Object: Displays all the complex variables in a project.
- Business Variables: Displays all the queue variables in a project.
- Form List: Displays the forms linked to a process.
- Form Fragments: Displays all the form fragments linked to respective business objects in the process



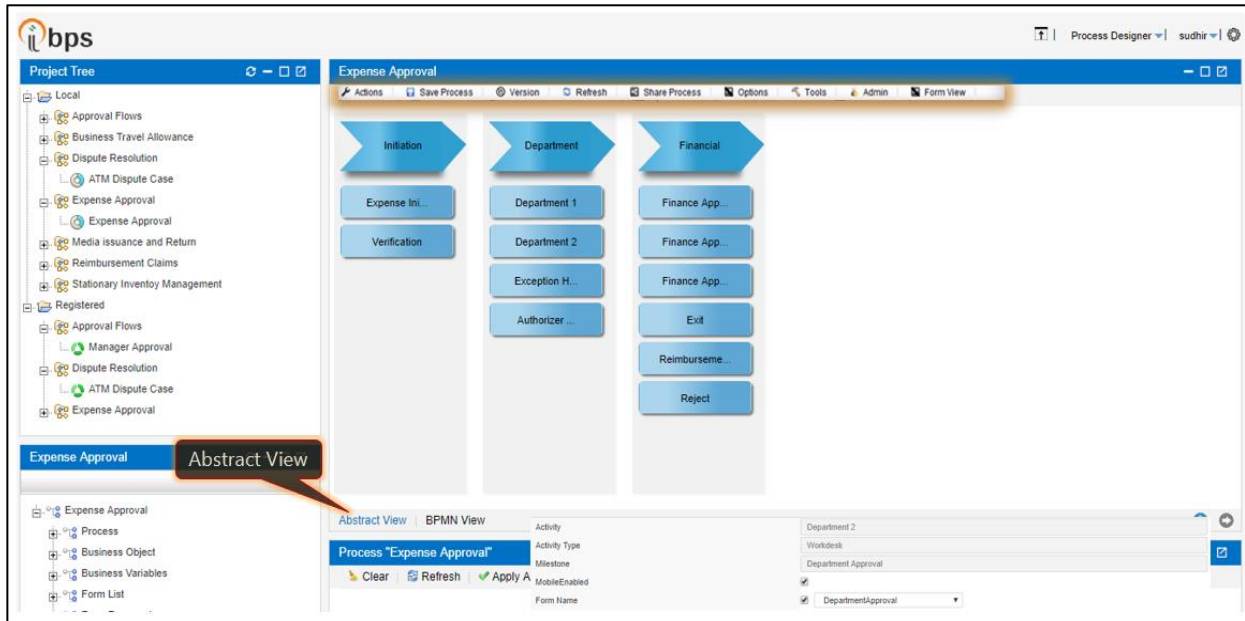
Project Tree

Process Tree

c. Process View - Design

There are two views in iBPS for Process designing - BPMN View and Abstract View.

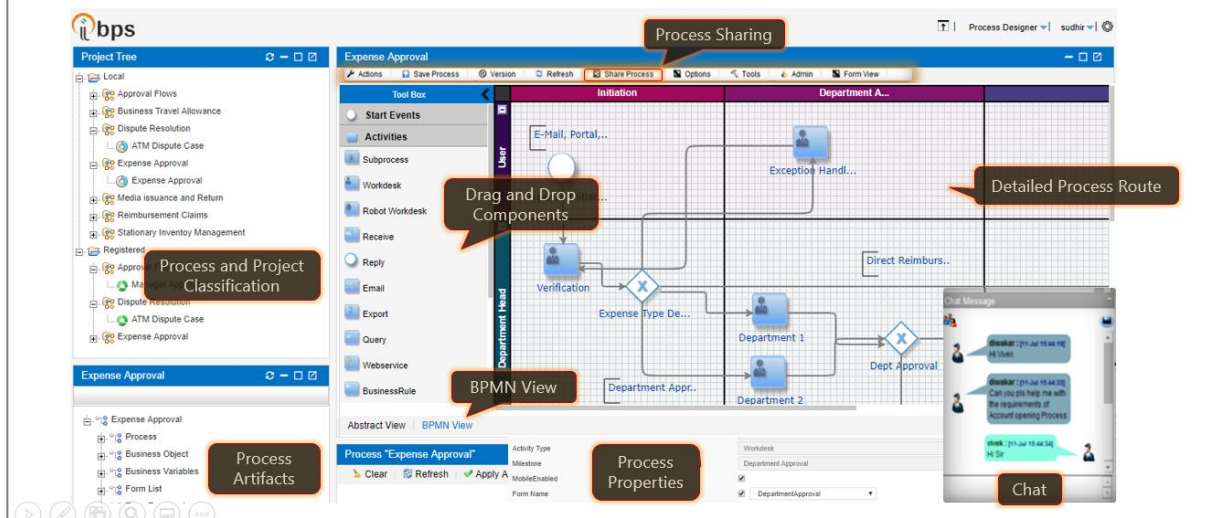
Abstract View is the simplest mode for designing the process, which can be used by a business analyst or new user to design the outlining of the process. The designing panel is vertically divided into milestones, and all the activities linked to that milestone are vertically arranged in that column. It is just the abstract of the whole process where no conditions and linking are shown, and just a blueprint of the process is available.



Sample Fig: Process Designer- Abstract View

The **BPMN view** in Process modeler is refined further to increase the visibility & understandability of the process. Now, with the advanced support of proper classification for the type of work steps used in the process, it helps in designing complex processes with ease.

Ability to create and manage a process repository with multiple projects, processes, data models, forms and other artifacts. User can manage process properties/behaviour, collaborate with other users, and integrate with external applications



Sample Fig: Process Designer – BPMN View

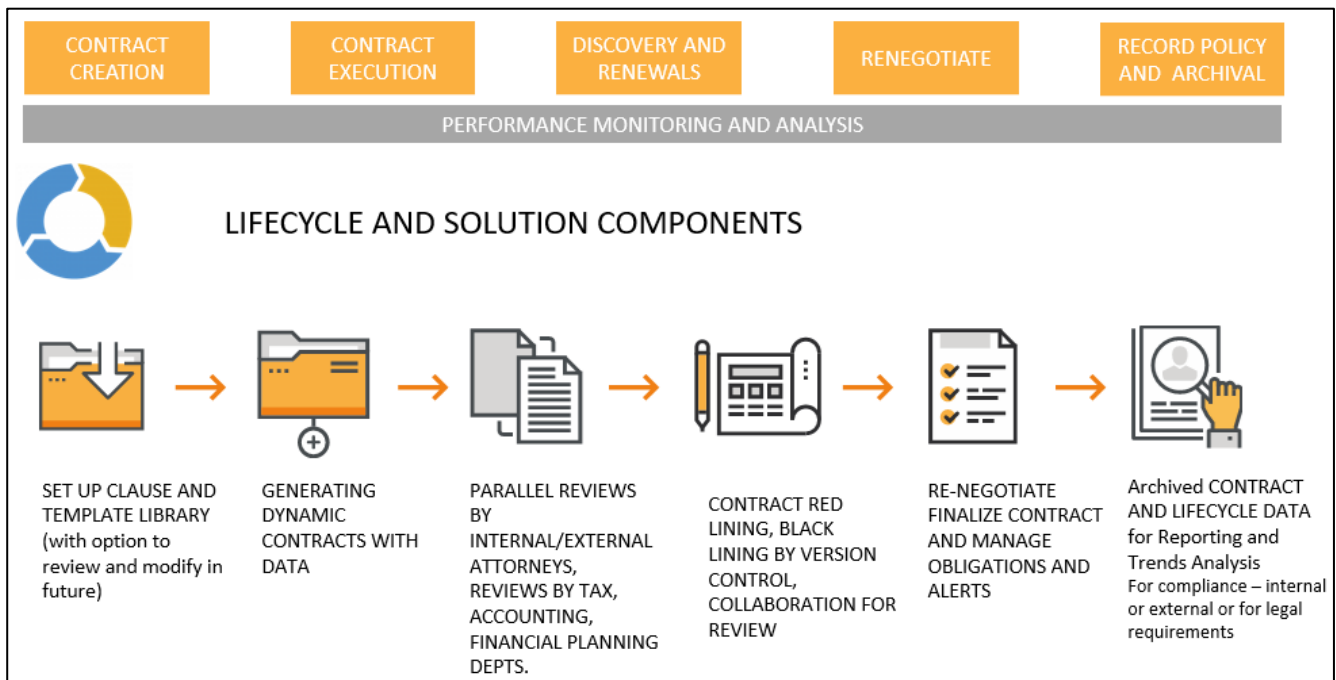
b) The solution provides workflows for common academic processes like Student enrolment, course drop/add. The solution’s low code workflow automation platform can be used to easily configure and automate various such and other workflows for common academic processes. During the system study phase of the implementation, we will collect the requirements and process details and will configure such commonly used processes for the college.

c) Yes, the solution also has an external portal which can be used by the third parties to fill an online form, attach supporting documents and submit the applications online. These portals can also be used by the external parties to track status/progress of their applications/requests. These portals will be linked to the college’s existing website.

d) The solution supports for Digital Signature via multiple ways. A signature can be saved as a ‘stamp’ in our document management system and the saved signature stamp can be digitally applied on the document. Additionally we have experience of integrating with various e-signature companies like DocuSign, using which digital signatures can be applied.

Signature can also be drawn using free hand drawing which is part of the annotations capabilities of the solution. The solution also supports Signature Pad integration.

e) Newgen has a contract management solution which is used by companies for managing their contracts with their suppliers across LOBs & regions. This solution is built on our configurable low code automation platform and hence can be tweaked to make a contract management solution for employees.

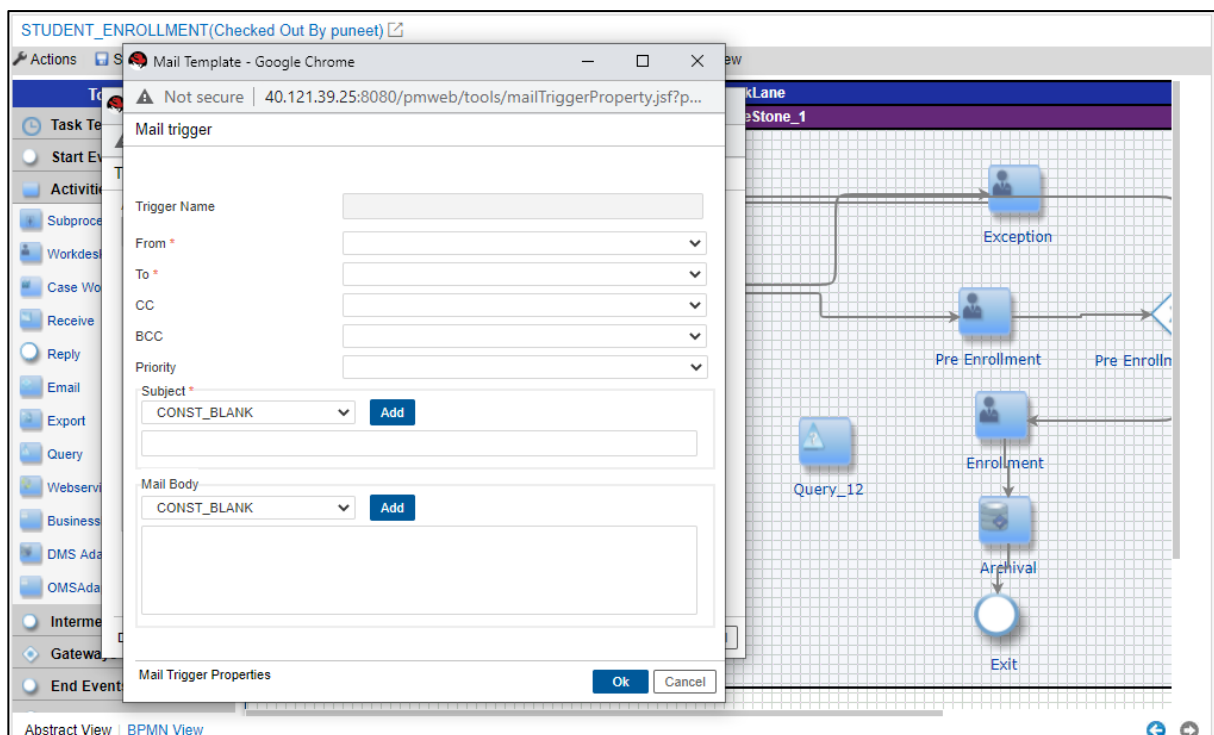


Sample Fig: Contract Management Solution

f) The solution can be configured in such a way that all contracts expiring say within 10 days or 15 days can be automatically emailed to the intended recipient of the contract. The person receiving the contract over email can download the contract, sign it and send it back to NCCCS by replying to that email, subsequently the signed contract will be updated in the system as a new & latest version.

g) The solution’s low code workflow automation platform can be used to easily configure and automate this workflow process on how employees enter timesheet information and route for. During the system study phase of the implementation, we will collect the requirements and process details and will configure such commonly used processes for the college.

- h) Yes, the system allows to redirect the cases to another user basis the rights to the user who is redirecting the case and to whom the case is being redirected.
- i) The system allows to export an existing process in multiple formats, these exported formats can be imported in a new process hence creating a copy of the process. The system also allows to create and maintain multiple versions of the same process.
- j) Impersonation is not available. But the system has separate login for administrator to manage user account and all associated rights given to any user or group. Using the rights management, the administrator can know if the problem is regarding any specific rights using which they can troubleshoot.
- k) Newgen system's process modeler has capabilities which allows the user to configure & create custom workflow notification emails.



Sample Fig: Configure & create emails specific to workflow.

- L) An on-screen reminder pops-up when the user is inactive for sometime on the system. The time after which the reminder comes is configurable and can be set as per the college preference.
- m) A user can easily delete individual or a set of forms using a GUI, within a workflow at any point within the workflow.

INTEGRATION FEATURES

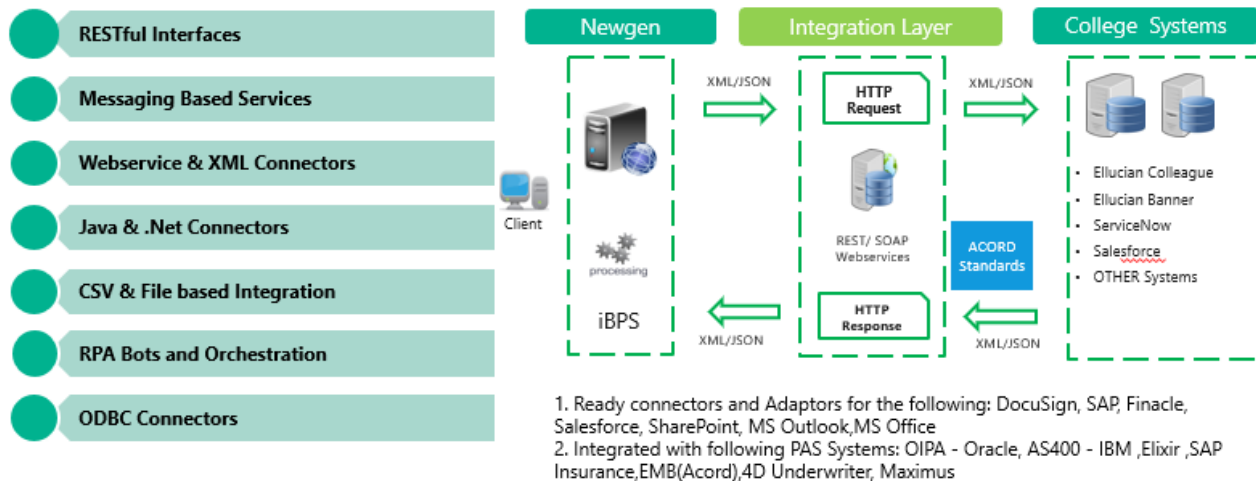
- a) Describe how the software can integrate with Enterprise Resource Plan (ERP) platforms including, but not limited to, Ellucian Colleague®, Ellucian Banner®, Salesforce and ServiceNow, to pull both Student and Employee information. Describe how integration will be accomplished.

Response:

- Newgen Product Suite provides standard integration methodologies for integration with other business applications.
- These are based on SOAP & REST Web services, JMS, EJBs, invoking URLs, Plug & Play Adaptors, SAP Archive Link, BAPI, etc. Using any of the methods which would be feasible, we would integrate with NCCCS existing systems like Enterprise Resource Plan (ERP) platforms including, Ellucian Colleague®, Ellucian Banner®, Salesforce and ServiceNow etc. to pull both Student and Employee information.
- Newgen has integrations with renowned systems like SAP, Oracle Financials, Oracle CRM, Salesforce, Oracle eBusiness Suite, JD Edwards, Finacle, Ingennium, Flexcube, Finone, Life Asia etc.
- The product is architected in such a manner that the frontend desktops of the product also use the same APIs. A .NET based connector is also provided for integration with Microsoft-centric Apps.
- It also provides integration with legacy applications with technologies like screen scraping where there is no way to get the API from existing applications.

Integration Architecture

Our Solution is based on a solid technology backbone that enables easy and effective integration with the client's enterprise applications. The solution leverages Low-Code techniques to integrate with BHF landscape around underwriting, security infrastructure & back office services.



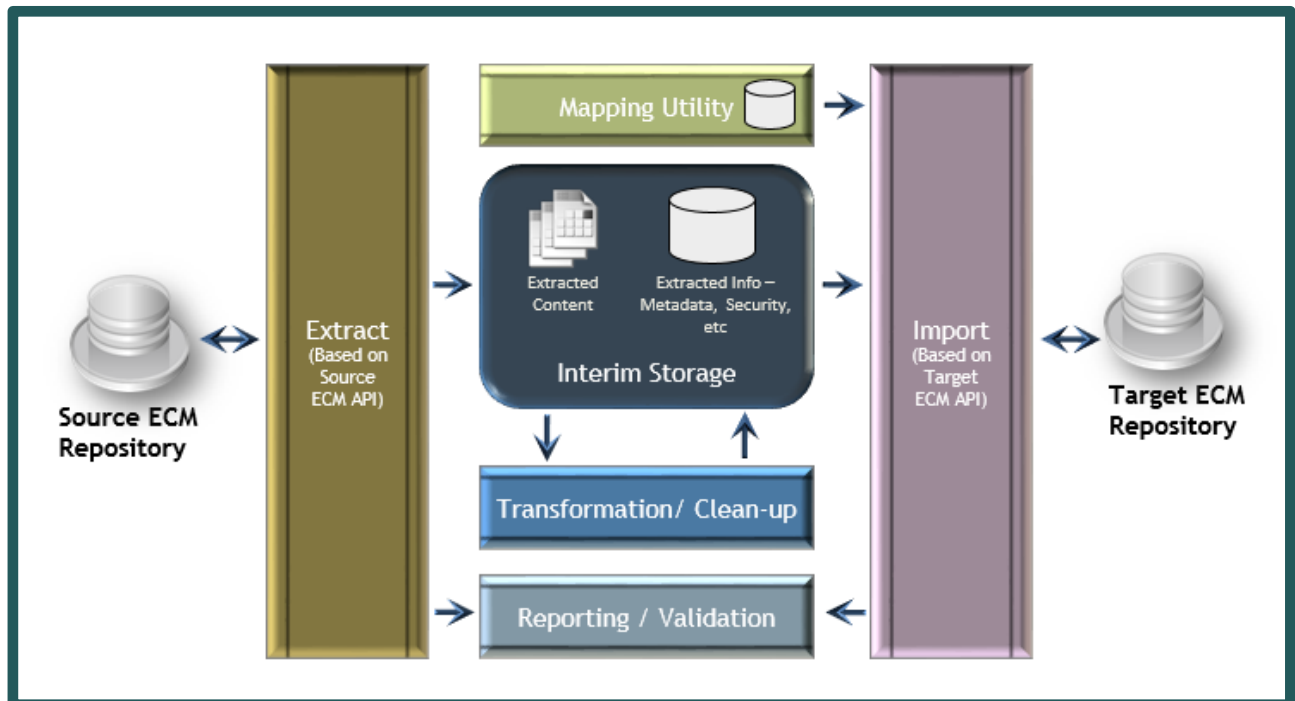
MIGRATION FEATURES

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

Response:

Content Migration Approach

- Infosys Enterprise Content Migration Framework helps organizations in executing their complex migration programs involving moving their documents and digital assets from one system to another with ease.
- Our solution centers around a finished product with off-the-shelf source/target connectors developed using the low-level APIs of the individual platforms and our globally rendered services to ensure success for our customer's complex migration programs.
- Leveraging our expertise across leading content platforms, we have developed a full function, scalable solution with an extensible architecture for any document management repository that offers high performance throughput, large volume of data migration and robust reconciliation reporting including file integrity through hash code verification.
- Using our solution, we have executed several large global migration and consolidation initiatives that involved migrating and transforming content, metadata, permissions, annotations and versions across Enterprise Content Platforms
- Infosys shall use the in-house built "Content Migrator" for migrating the documents from existing document management platform into target Newgen OmniDocs platform.



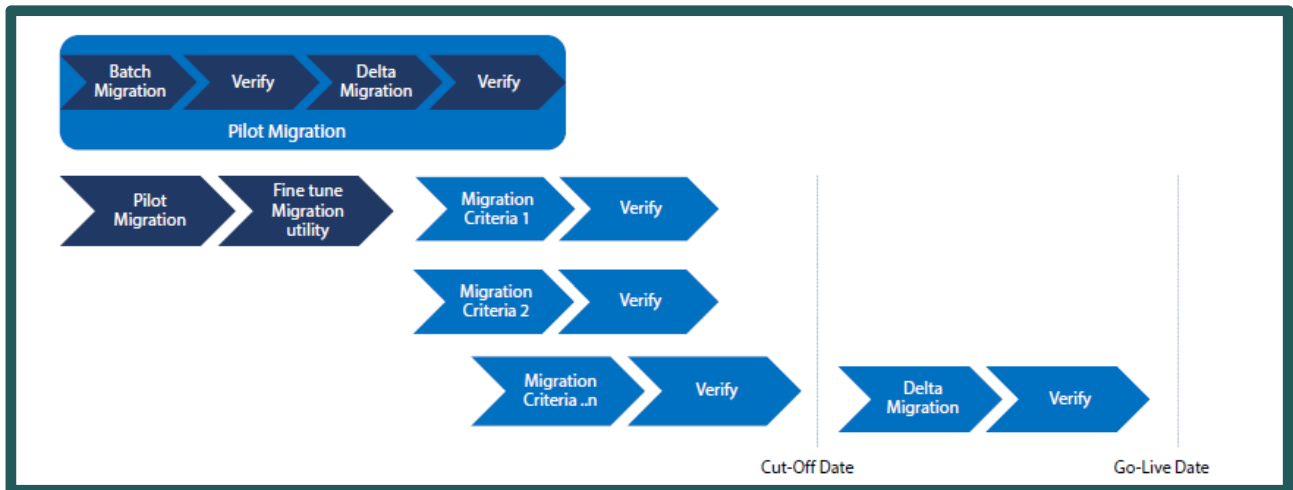
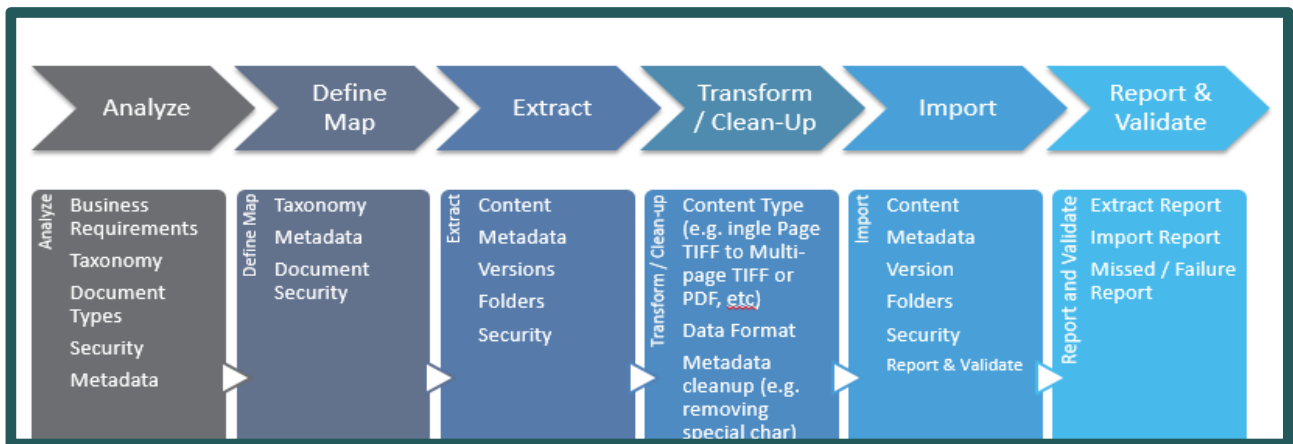
Key Features:

- Full functional OOTB connectors for identified content platforms
- High Performance and High-Volume Migration (Java Multi – threaded architecture)
- Highly Horizontally Scalable architecture capable enough to support enormous throughput
- Supports Desktop Grade Machine
- Uninterrupted batch migration with effective parallel processing
- Extensive batch reconciliation reporting ensuring detailed integrity on migration status
- As easily configurable system to suite the business and technology needs
- Support migration of Document Metadata, Content, Folders, Versions (Major and Minor), Security
- Supports Delta Migration
- Unified framework for normal and delta batch migration

Content Migration Strategy

Infosys begin with an analyze, strategize and planning phase to study the environment, dependencies, infrastructure, source and target system, data complexity, feasibility, cost, timelines, any other impacts to the migration program to ensure it meets the success criteria and migration tool is scaled and tuned-in adequately to meet the business needs and timelines.

Since all environments are different, pilot migrations are conducted to guarantee that our projections are achievable. In the below diagram, migration criteria 1 could be migrate all documents for the year 2015 to 2016.



RETENTION MANAGEMENT

- a) Describe how the software provides an option to manage the life cycle of documents to include purging documents ready to start a retention period or notifying an administrator documents have met retention.
- b) Describe the retention management process and how retention profiles can be configured.

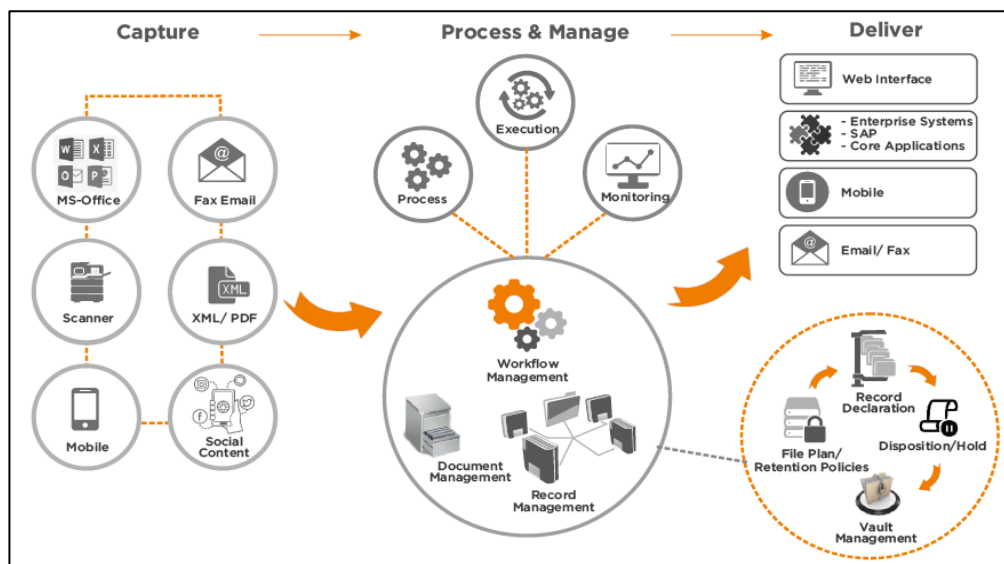
Response:

- a) The proposed ECM platform has an inbuilt Records Management System (RMS) which enables end-to-end management and tracking of complete lifecycle of your electronic records, while maintaining their integrity and authenticity.

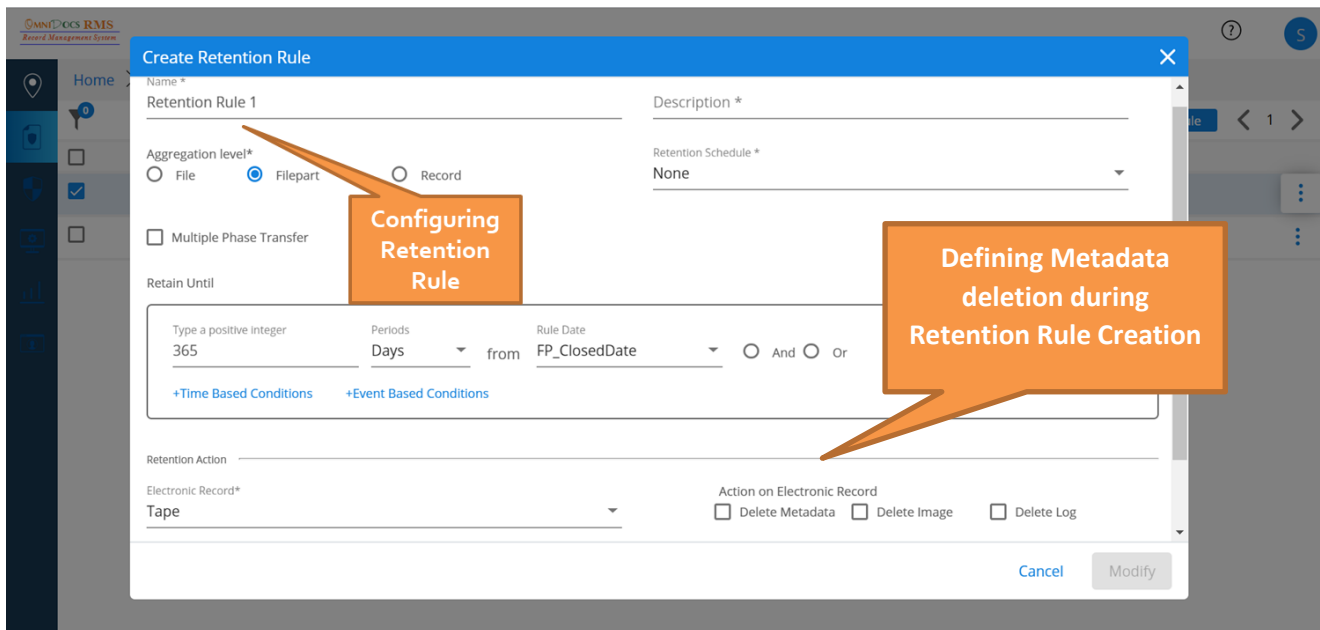
The software manages record lifecycle, from its creation, usage, storage, maintenance to destruction or preservation, as per the organizational policies and legal mandates.

Define and perform records classification, retention, and disposition actions according to your internal content management policies, while meeting industry compliances. **The system is certified with DoD 5015.2 and NRAA, Oman, and compliant with VERS, ISO 15489, and ISO 16175.**

Records Manager can apply retention policies on records and the system automatically gives notifies an administrator that the documents have met their retention period and all those documents are available to be disposed of in a single place.

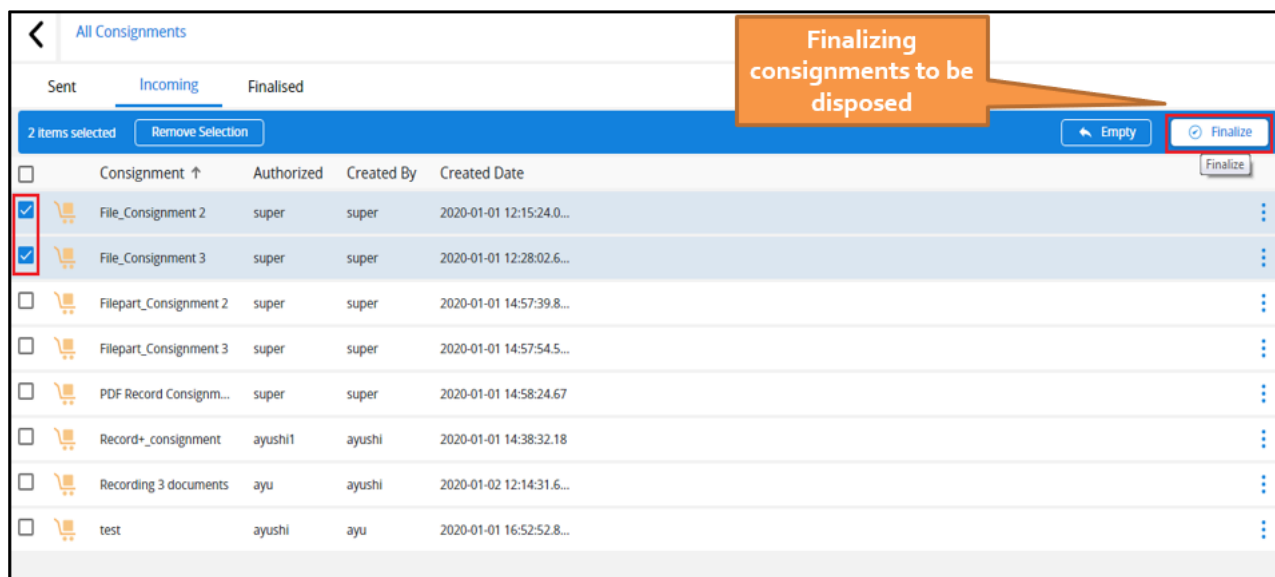


- b) The system allows records manager to create, define & modify the retention policies. Retention rules can be created basis on time, an event or a combination of both. While making the retention rule, the record manager can also decide what to do with the record metadat once the retention period is over.



Sample Fig: Creating a Retention rule.

- Multiple retention rules can be created specific to use case/department/LOB etc. and applied on relevant records or folders accordingly.
- Records Manager can apply retention policies on records and the system automatically gives notifies an administrator that the documents have met their retention period and all those documents are available to be disposed of in a single place.



Sample Fig: Records Manager finalizing set of records to be disposed/deleted.

SYSTEM COMPATIBILITY

Describe how the proposed solution is compatible with:

- Industry standard operating systems including, but not limited to, Microsoft, RedHat, Linux®, and Oracle.
- Existing Twain compatible scanners.
- Industry standard database technologies including, but not limited to, Microsoft SQL, Sybase, Unidata, and Oracle to capture a variety of documents such as transcripts, certificates, purchase orders, checks, vouchers, contracts, etc.
- Import data from various file types.

Response:

- Operating systems supported are Microsoft & Linux.
- Yes, our Scanning solution works with Existing Twain compatible scanners.
- The solution can integrate with industry standard database technologies including Microsoft SQL (For cloud implementations) & Oracle (For both cloud & on premises implementation) to capture a variety of documents such as transcripts, certificates, purchase orders, checks, vouchers, contracts, etc.
- It currently does not support integration with Sybase, and Unidata® (Rocket Software) so if required we can integrate with these databases. This has currently not been taken into account in the implementation effort costing. Also For colleges using Sybase & Unidata, we understand from the NCCCS responses that 'Some of these colleges do have a secondary SQL database that can be used' so in these cases we can also integrate with the secondary SQL database, which is included in our effort costing.
- Yes, the solution can import data from various files. E.g. when a student transcript is scanned & uploaded in the system, using OCR some important data fields (Student name, ID, Date of birth etc.) are auto imported from the file into the system.

DIGITAL CREDENTIALS

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

Response:

Newgen Product Suite provides standard integration methodologies for integration with other business applications. These are based on SOAP & REST Web services, JMS, EJBs, invoking URLs, Plug & Play Adaptors, SAP Archive Link, BAPI, etc. Using any of the methods which would be feasible, Infosys would integrate with digital credentials and digital credential providers.

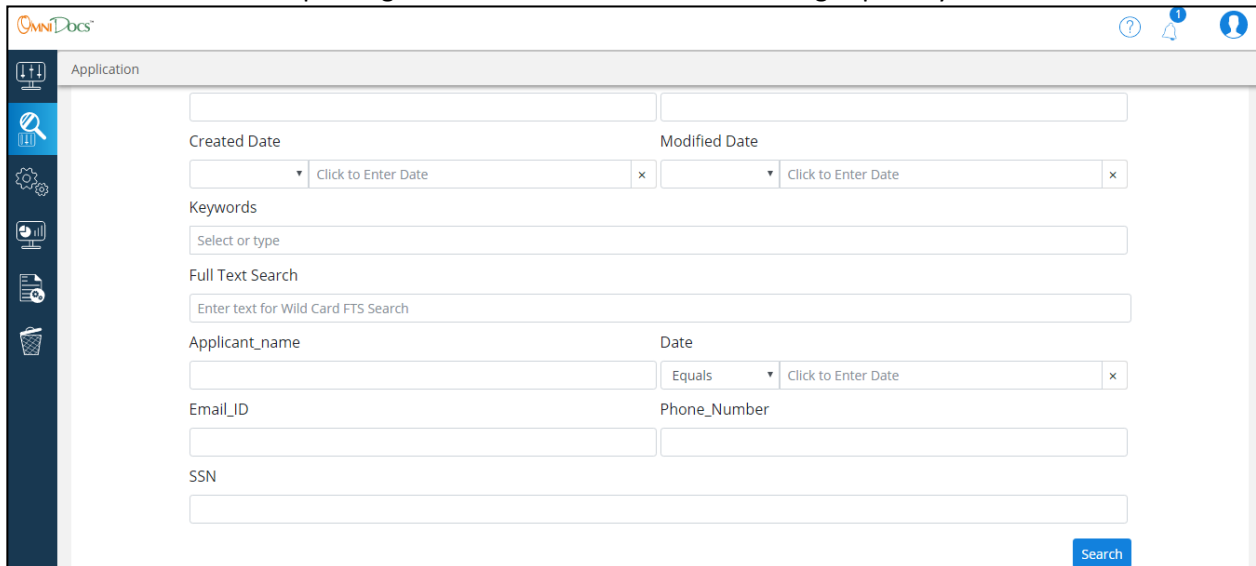
SEARCH CAPABILITIES

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

Response:

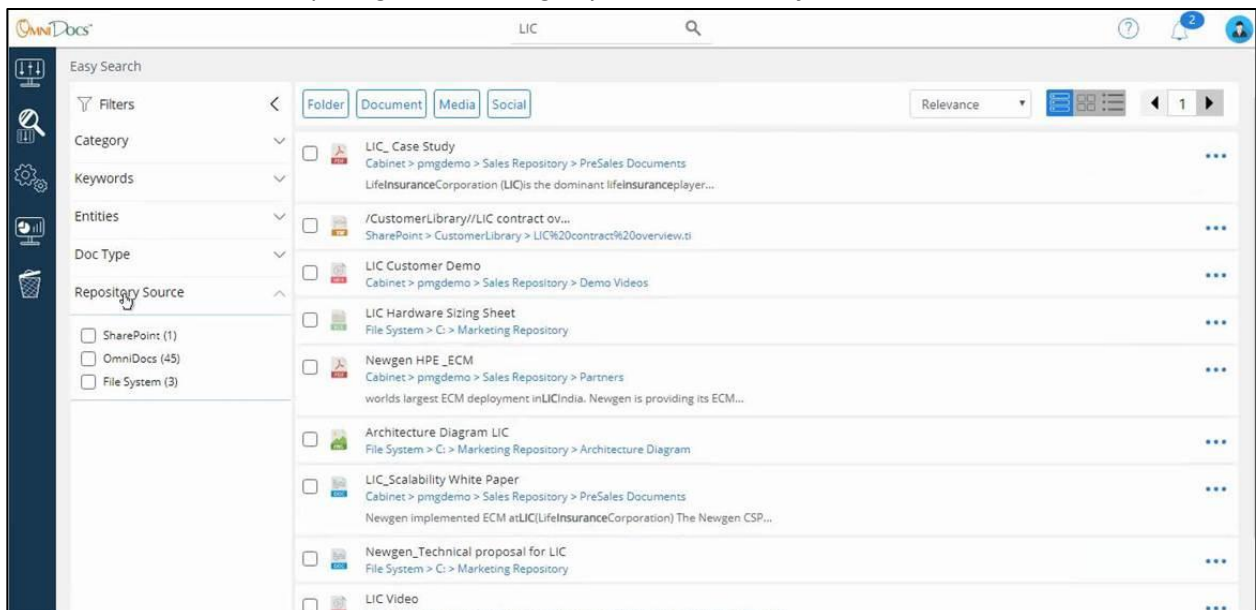
The system has advanced search capabilities to perform searches across multiple document types and categories using key index searches and other ways.

- Powerful searches available to easily locate documents and folders
- Profile Search, Date-based search, and Indexed Search
- Advanced **Full Text Search** which allows searching of content inside the documents.
- Easy Search with real time suggestions on search criteria & **Federated Search**
- Search for documents or folders on document or folder profile information such as name, title, created, modified, or accessed dates, keywords, owner, etc.
- Search for documents using **user-defined and document specific data class index field values** like Student Name, Course, Academic Year, Title of Document, College Name, Department name, etc.
- View Search results of Documents in thumbnails
- Boolean and complex logical searches for advanced searching capability



The screenshot shows the OmniDocs search interface. It features a sidebar with navigation icons and a main search area. The search area includes fields for 'Created Date' and 'Modified Date', a 'Keywords' field, a 'Full Text Search' field, and several user-defined index fields: 'Applicant_name', 'Date', 'Email_ID', and 'Phone_Number'. A 'Search' button is located at the bottom right of the search area.

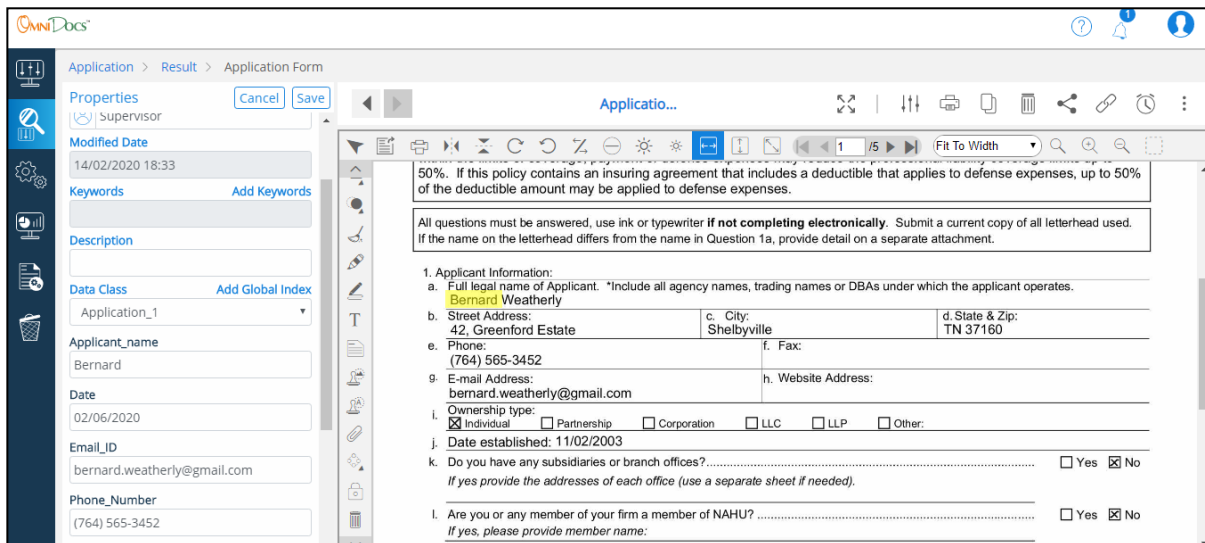
Sample Fig: Search using Keywords & User defined Index Fields



The screenshot shows the search results for 'LIC' in the OmniDocs system. The interface includes a sidebar with filters for 'Category', 'Keywords', 'Entities', 'Doc Type', and 'Repository Source'. The main area displays a list of search results, each with a checkbox, a document icon, a title, and a brief description. The results include documents like 'LIC_Case Study', 'Architecture Diagram LIC', and 'LIC Scalability White Paper'.

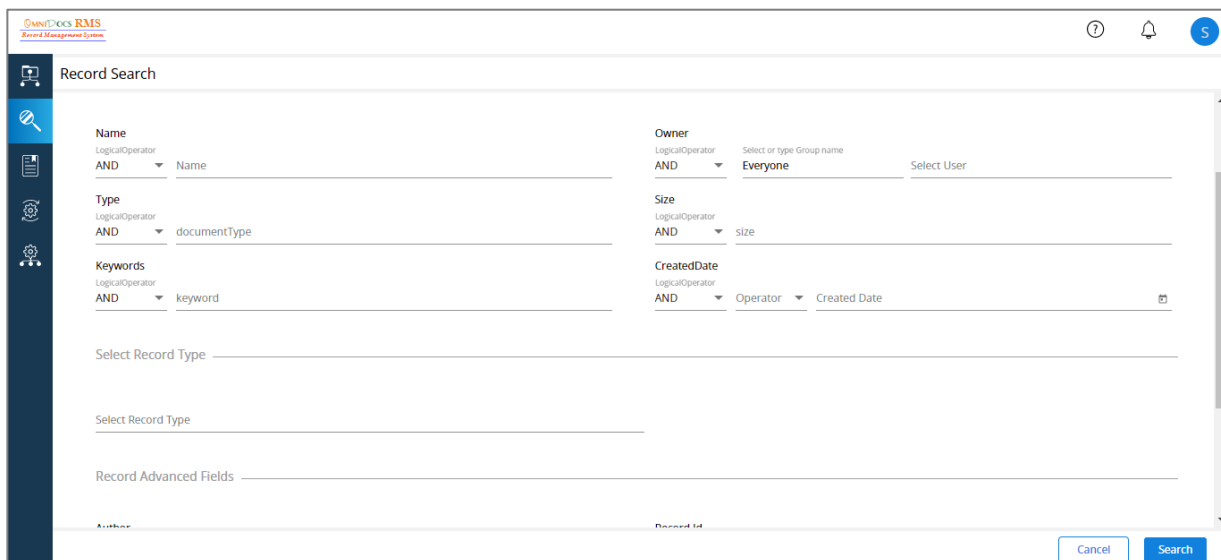
Sample Fig: Federated Search

The system has Advanced Full Text Search which allows searching of content inside the documents. It does a full text search across all documents stored in the repository across multiple file types.



Sample Fig: Full Text Search with searched word highlighted

The system also allows search of archived records.



Sample Fig: Record Search

SUPPORT (RESPONSE TIME MUST BE 4 HOURS OR LESS) FOR

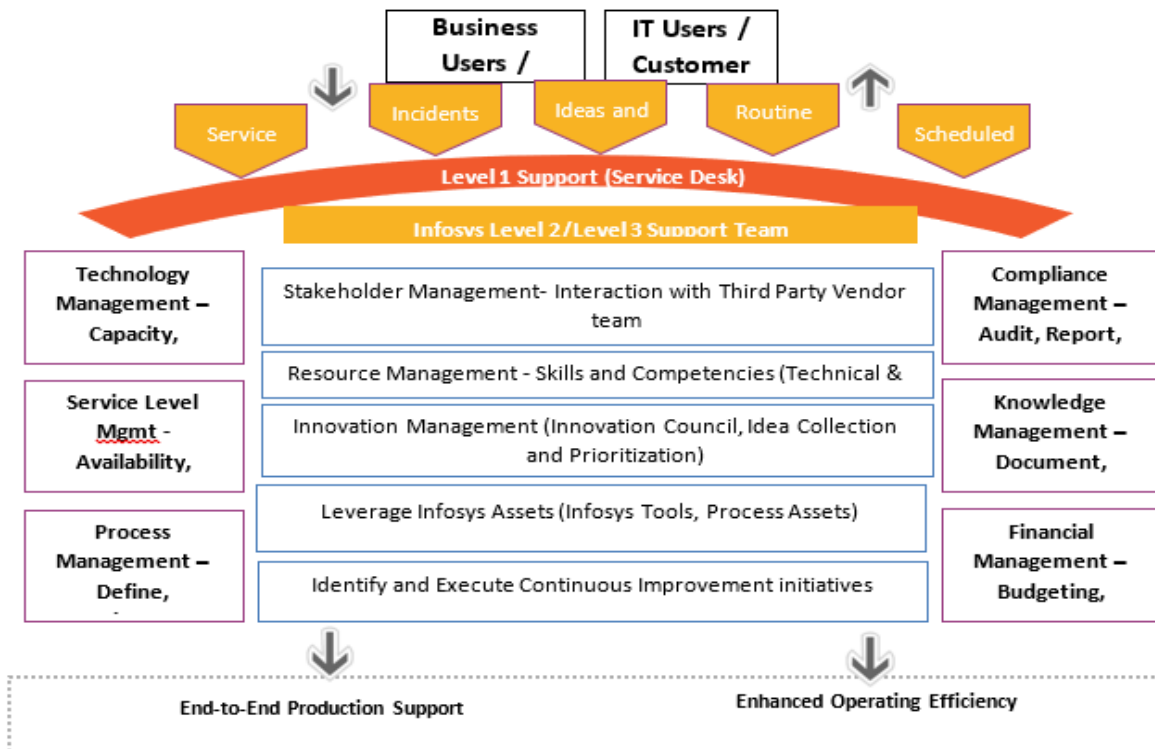
- a) Business hours, after hours, weekend, and holiday support.
- b) System use and availability support.
- c) Access and authentication support.

Response:

Newgen Helpdesk System is provided to all customers with valid product ATS (ATS is Annual Technical Support for product licenses). A three-level approach is used for providing the best support for products and solutions.

- a) The Support time & SLA is mutually discussed & agreed before signing the contract. Below are the standard options.

As a standard Infosys provides support to Client during Client business hours, which are 8 am EST/EDT to 5 pm EST/EDT Monday to Friday, excluding Federal holidays. If NCCCS needs support after hours, weekend, and holidays, Infosys is capable of providing that as well and this can be discussed at a later stage, this would be charged additionally. Client must log issues via helpdesk, email or by phone.



INFOSYS SUPPORT FRAMEWORK

SERVICE LEVELS AND TARGETS

APPLICATION SUPPORT AND MAINTENANCE

- **Incident Response time:** The “Incident Response Time” service level is aimed at ensuring prompt acknowledgement of having received the incident and initiation of resolution activities. Incident Response Time will be measured as the elapsed time between the timestamp when an incident is assigned to Infosys in Remedy and the timestamp when an Infosys team member acknowledges the incident by assigning a named owner for the resolution of the incident in Remedy.

Incident Priority	Incident Response Time (Indicative)
P1 (Urgent)	15 Minutes

Incident Priority	Incident Response Time (Indicative)
P2 (High)	30 Business Minutes
P3 (Medium)	4 Business Hours

- Incident Resolution time:** The “Incident Resolution Time” service level is aimed at ensuring timely restoration of a service when impacted by incidents. Incident Resolution Time will be measured as the elapsed time between the timestamp when an incident is assigned to Infosys in Remedy and the timestamp when a temporary or permanent resolution is provided for restoration of the service resulting in the incident status being changed to ‘Fixed’ in Remedy.

Incident Priority	Incident Resolution Time (Indicative)
P1 (Urgent)	4 Hours
P2 (High)	8 Business Hours
P3 (Medium)	24 Business Hours

- Enhancement Changes in Production on Schedule:** The “Enhancement Changes in Production on Schedule” service level is aimed at ensuring timely completion and deployment of minor enhancement releases into the production environment. Enhancement Changes in Production on Schedule will be measured as the delay between the release date approved by the Change Review & Approval Board for a minor enhancement release and the actual release date.

Service Level	Measurement basis
Enhancement Changes in Production on Schedule	Compliance with approved release date

- Recovery Time Objective:** The “Recovery Time Objective” service level is aimed at ensuring timely recovery of applications during disasters and disaster recovery exercises. The proposed targets for Recovery Time Objectives will be as per the specified recovery times within CLIENT based on the disaster recovery (DR) classification of applications.
- Timely Reporting:** The “Timely Reporting” service level is aimed at ensuring timely delivery of all agreed AM reports to CLIENT. Timely Reporting will be measured delay between expected date of report submission and the actual date of report submission to CLIENT.

Service Level	Measurement basis
Timely Reporting	Any delay in submitting agreed reports to CLIENT

- **Customer Satisfaction Index:** The “Customer Satisfaction Index” service level is aimed at ensuring satisfaction of authorised users with the services provided by Infosys. Customer Satisfaction Index will be measured using customer satisfaction surveys to be conducted at mutually agreed intervals.

SLA REPORTS

The SLA reports will consist of:

- Infosys’ performance against the service levels at the agreed aggregation levels
 - Trend information on Infosys’ performance against the service levels
 - Explanation and reasons for service level defaults, and proposed service improvement plans
 - Details of any Service Credits due in case of any service level defaults
- b) The system can be deployed in **High Availability mode**.

Application Availability: The “Application Availability” service level is aimed at ensuring ongoing availability of the applications to the business users.

Application Availability will be measured as the time for which an application was available to the business users in each period, expressed as a percentage of the total expected service availability time in that period. Infosys ensures **99.9%** availability all the time.

- c) The system can be accessed via standard web browsers and users would be authenticated using their Single Sign on credentials.

REPORTING

- a) Describe the proposed solution’s method for dashboard capabilities
- b) Describe the proposed solution’s ability to run reports on number and type of forms, documents, etc. maintained within the proposed solution.

Response:

- a) Newgen has a Real-time Dashboard, and Reporting tool called the Business Activity Monitor (BAM) which is integrated with the workflow management system to provide analytical and statistical reporting and is interfaced with the dashboard. It allows the user to evaluate data from various processes allowing evaluation and improve decisiveness.

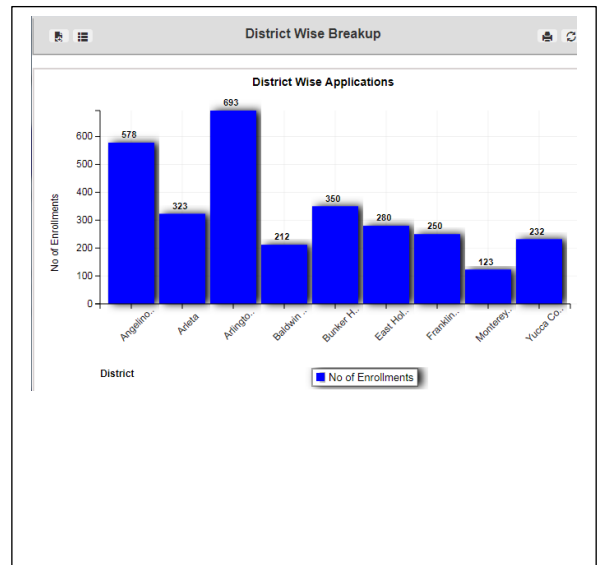
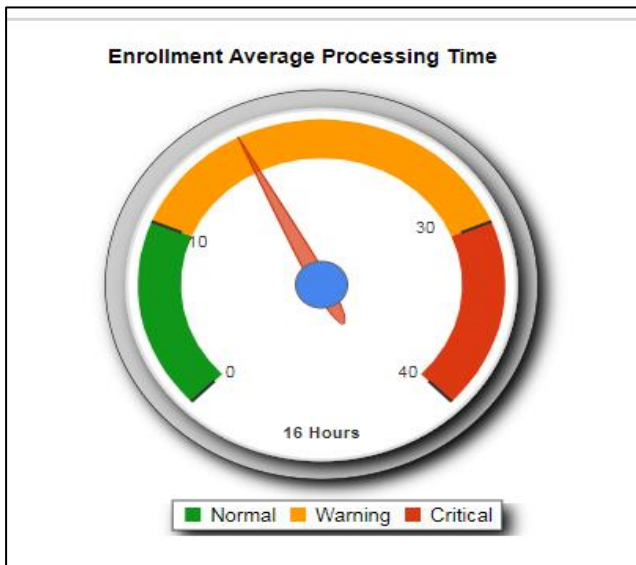
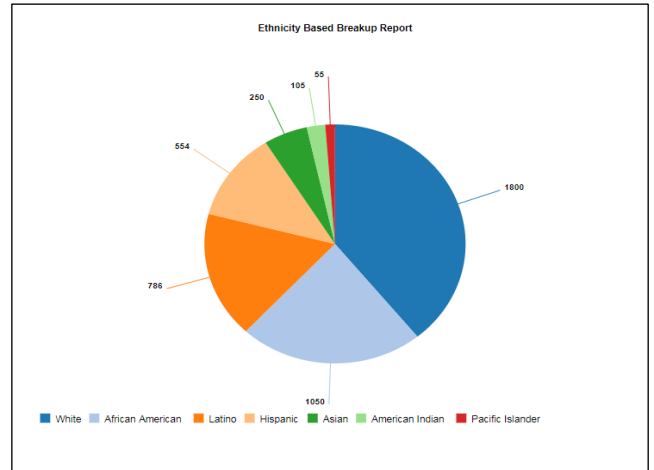
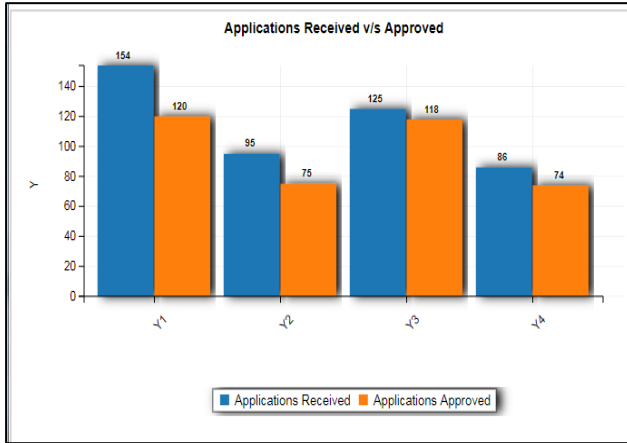
For example, a user signing into his work-desk can see how many new cases have been assigned to him/her, how many cases are pending that needs his/her approval/intervention, or how many new cases have come to the concerned department, thus allowing a customizable overview of current performance against identified KPIs based on real-time data.

- b) The dashboard interface supports customization and provides flexible data presentation using standard statistical charts, and time series.

Users can run reports on number and type of forms, documents, etc. maintained within the proposed solution. It allows users to select standard pre-configured reports to be selected from an extensive list, as well as make custom reports by entering queries in a simple wizard-based tool without the knowledge of database coding.

The user can toggle between graphical as well as a tabular view of the same report on the dashboard itself.

Below are some sample Dashboard reports.

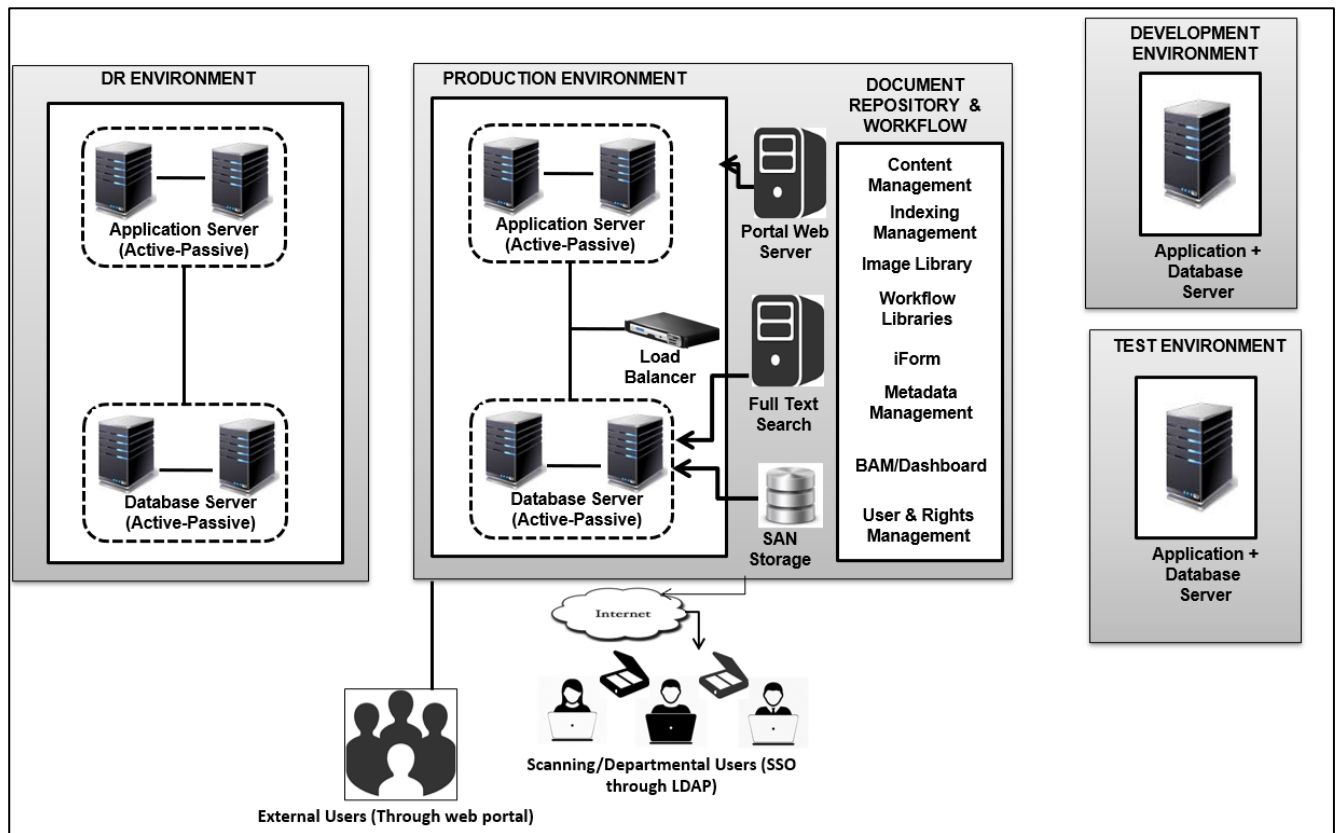


TECHNICAL ARCHITECTURE

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

Response:

Below is the technical architecture



The entire solution shall be deployed in an active-passive cluster for Application Server and Active-Passive for Database Server at the Production site. All the Processes shall be implemented on the OmniDocs and iBPS platform.

- The proposed solution is scalable, multi-tiered; platform independent solution built using robust server-side Java and J2EE technologies.
- The application server will be deployed at the central location in active-active cluster and Active-Passive for Database Server.
- The application server has strong integration capability using the XML based API & Web services. They can be easily integrated with other application easily.
- The architecture will use the LDAP directory to enable User login, User Management & Single Sign on.

The logical deployment diagram depicted above outlines logical infrastructure environments, in which logical components are to be deployed. The proposed system will be deployed in 4 tiers:

- **Client tier-** This tier includes the components to be deployed on local desktop. The proposed system will use the client desktops for deploying various components.
- **Presentation tier-** This tier includes software components for the purpose of interaction with user, typically through web technologies. This layer of the architecture is the interface between consumer of content and back office application that house and secure content.
- **Middle tier –** This middle tier holds business logic components of the system. Content Management, workflow engine, business rule engine, reporting engine etc. will be deployed at this layer.

- **Persistence tier – The tier includes the database and will store the metadata and content.**

ELECTRONIC COMMUNICATIONS

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

Response:

- The proposed ECM platform has intelligent process automation capabilities.
- Using the inbuilt rules engine, Advanced Machine Learning and contextual text & entity recognition technologies the system can analyse, route, and store electronic communications based on specific information contained within the electronic communication.
- There can be various use cases for this. E.g. If an electronic communication is coming from a specific sender or has a specific subject, it will automatically store that in a pre-defined folder in the system.
- Another example, if a student is applying for an enrolment and the communication has the filled application form and supporting documents, automatically a case is created in the backend workflow system (for review of application and approval) and basis the student's district or preferred choice of college, the case is assigned to the backend user who is responsible to manage cases of those district.

Security Vendor Readiness Assessment Report (VRAR)

Infosys has completed the VRAR – Vendor Readiness Assessment Report and have attached as supplement to the main proposal document.

- “Infosys_Response_to_VRAR_Vendor_Readiness_Assessment_Report_State_Hosted_Solutions-v1.1.pdf”
- “Infosys_Response_to_VRAR_Vendor_Readiness_Assessment_Report_Not_State_Hosted_Solutions-v1.5.pdf”

Attachment E: Cost Form

Infosys has come up with 8 different license models for **On Premise** and 8 different models for **SaaS**. Each college can choose the Subscription Package suitable to them. If a college has a higher number of user licenses requirements, they can procure the relevant package. License cost provided in Item 1 and Item 2 is for one year only. Every year license must be purchased.

Similarly, for services, Infosys has come up with **4 different catalogue-based** pricing for both **On Premise** as well as **SaaS model**.

LC – LICENSE COST; SC – SERVICE COST; HC – HARDWARE COST

ITEM	QTY	UNIT	DESCRIPTION	SUBSCRIPTION PACKAGE	UNIT COST	ADDITIONAL COMMENTS
			Support Response time: _____			
1	1	Each	Document Imaging Software License – Year 1 On-Premises List pricing for each feature: Software Retrieval, Scan, Electronic Forms, Workflow, Integration, Migration, Retention Management, System Compatibility, Digital Credentials	LC1	90,000	<ul style="list-style-type: none"> • 25 Full time users • 10 users for Scanning with OCR
				LC2	108,000	<ul style="list-style-type: none"> • 50 Full time & 50 Part Time Users • 20 users for Scanning with OCR
				LC3	126,000	<ul style="list-style-type: none"> • 100 Full time & 100 Part Time Users • 40 users for Scanning with OCR
				LC4	144,000	<ul style="list-style-type: none"> • 200 Full time & 200 Part Time Users • 80 users for Scanning with OCR
				LC5	162,000	<ul style="list-style-type: none"> • 400 Full time & 400 Part Time Users • 160 users for Scanning with OCR
				LC6	180,000	<ul style="list-style-type: none"> • 600 Full time & 600 Part Time Users • 240 users for Scanning with OCR
				LC7	201,300	<ul style="list-style-type: none"> • 800 Full time & 800 Part Time Users • 240 users for Scanning with OCR
				LC8	219,600	<ul style="list-style-type: none"> • 1,000 Full time & 1,000 Part Time Users • 240 users for Scanning with OCR
2	1	Each	Document Imaging Software License –	LC1	170,340	<ul style="list-style-type: none"> • 25 Full time users for DMS & Workflow • 10 users for Scanning with OCR

			Year 1 SaaS Solution List pricing for each feature: Software Retrieval, Scan, Electronic Forms, Workflow, Integration, Migration, Retention Management, System Compatibility, Digital Credentials	LC2	200,400	<ul style="list-style-type: none"> • 50 Full time & 50 Part Time Users • 20 users for Scanning with OCR 	
				LC3	230,460	<ul style="list-style-type: none"> • 100 Full time & 100 Part Time Users • 40 users for Scanning with OCR 	
				LC4	260,520	<ul style="list-style-type: none"> • 200 Full time & 200 Part Time Users • 80 users for Scanning with OCR 	
				LC5	290,580	<ul style="list-style-type: none"> • 400 Full time & 400 Part Time Users • 160 users for Scanning with OCR 	
				LC6	320,640	<ul style="list-style-type: none"> • 600 Full time & 600 Part Time Users • 240 users for Scanning with OCR 	
				LC7	356,545	<ul style="list-style-type: none"> • 800 Full time & 800 Part Time Users • 240 users for Scanning with OCR 	
				LC8	387,106	<ul style="list-style-type: none"> • 1,000 Full time & 1,000 Part Time Users • 240 users for Scanning with OCR 	
3	1	Each	Hardware (This section must be itemized and defined in detail)	HC1	196,241	25 User Configuration (with no DR). Considered Servers :12 and 4 TB Storage	
				HC2	279,458	100 User Configuration. Considered Servers :17 and 8 TB Storage	
				HC3	310,402	400 User Configuration. Considered Servers :19 and 8 TB Storage	
				HC4	341,616	600 User Configuration. Considered Servers :21 and 8 TB Storage	
4	1	Each	Configuration and Implementation Services – On-Premises Solution. Infosys Understands the need for multiple catalog-based options for colleges to pick and choose. Hence Infosys has arrived at 4 Subscription Package based options for On Premises Solution	SC1	222,270	Up to 5 Template, Up To 5 Forms, Up To 5 workflows, Up to 5 Reports, 1 Integration, 1 Retention management policy and No Migration. 1 Integration for Digital Signature.	
				SC2	365,220	Up to 10 Templates, Up To 25 Forms, Up To 25 workflows, Up to 10 Reports, Up to 3 Integrations, Up to 5 Retention management policies and 2 Million Migration. 1 Integration for Digital Signature.	
				SC3	578,944	Up to 15 Templates, Up To 50 Forms, Up To 50 workflows, Up to 15 Reports, Up to 5 Integrations, Up to 10 Retention management policies and Up to 4 Million Data Migration. 1 Integration for Digital Signature.	
				SC4	711,648	Up to 20 Templates, Up To 100 Forms, Up To 100 workflows, Up to 30 Reports, Up to 10 Integration, Up to 20 Retention management policy and Up to 8 Million Data Migration. 1 Integration for Digital Signature.	
5	1	Each	Configuration and Implementation Services – SaaS Solution. Infosys Understands the need for	SC1	208,544	Up to 5 Template, Up To 5 Forms, Up To 5 workflows, Up to 5 Reports, 1 Integration, 1 Retention management policy and No Migration. 1 Integration for Digital Signature.	
				SC2	346,912	Up to 10 Templates, Up To 25 Forms, Up To 25 workflows, Up to 10 Reports, Up to 3	

			multiple catalog-based options for colleges to pick and choose. Hence Infosys has arrived at 4 Subscription Package based options for SaaS Solution			Integrations, Up to 5 Retention management policies and 2 Million Migration. 1 Integration for Digital Signature.
				SC3	616,610	Up to 15 Templates, Up To 50 Forms, Up To 50 workflows, Up to 15 Reports, Up to 5 Integrations, Up to 10 Retention management policies and Up to 4 Million Data Migration. 1 Integration for Digital Signature.
				SC4	726,432	Up to 20 Templates, Up To 100 Forms, Up To 100 workflows, Up to 30 Reports, Up to 10 Integration, Up to 20 Retention management policy and Up to 8 Million Data Migration. 1 Integration for Digital Signature.
6	1	Each	Staff Training	NIL	NIL	All required documentation and training to super users will be done and is included in SP pricing.
7	1	Each	Year 2 Non-warranty annual maintenance and support for the software acquired under item 1 above – On-Premises Solution Includes upgrades, patches and support services of all associated software	NA	64,000	The given cost is for one unit / college and this cost is applicable only if Infosys be awarded with at least 5 colleges for Annual maintenance and support. Newgen License cost package details shared under Item 1. Cost for license of the software must be purchased for every year.
8	1	Each	Year 2 Non-warranty annual maintenance and support for the software acquired under item 2 above – SaaS Solution Includes upgrades, patches and support services of all associated software	NA	64,000	The given cost is for one unit / college and this cost is applicable only if Infosys be awarded with at least 5 colleges for Annual maintenance and support. Newgen License cost package details shared under Item 2. Cost for license of the software must be purchased for every year.
9	1	Each	Year 2 Hardware Maintenance	NA	NIL	Hardware maintenance cost is already included in the Hardware license cost year 1.
10	1	Each	Year 3 Non-warranty annual maintenance and support for the software acquired under item 1 above – On-Premises Solution	NA	64,000	The given cost is for one unit / college and this cost is applicable only if Infosys be awarded with at least 5 colleges for Annual maintenance and support. Newgen License cost package details shared under Item 1. Cost for license of the software must be purchased for every year.

11	1	Each	Year 3 Non-warranty annual maintenance and support for the software acquired under item 2 above – SaaS Solution	NA	64,000	The given cost is for one unit / college and this cost is applicable only if Infosys be awarded with at least 5 colleges for Annual maintenance and support. Newgen License cost package details shared under Item 2. Cost for license of the software must be purchased for every year.
12	1	Each	Year 3 Hardware Maintenance	NA	NIL	Hardware maintenance cost is already included in the Hardware license cost year 1.
			Total Offer Cost for On Premise Year 1	NA	508,511	To arrive at the total cost for On Premise model, we have considered the base package mentioned under Item 1, Item 3 and Item 4 .
			Total Offer Cost for SaaS Year 1	NA	378,884	To arrive at the total cost for SaaS model, we have considered the base package mentioned under Item 2 & Item 5 .

Pricing Assumptions

- All pricing is in USD currency
- The license cost involves the product support for one full year from the date of purchase of the license.
- Newgen Software license provided is for initial 1-year contract period only. License must be purchased every year mentioned under Item 1 and Item 2.
- Any additional travel and related expense incurred in connection with the provision of services outside the base location undertaken at NCCCS request would be charged back to the NCCCS at actuals
- The onsite location considered is NCCCS Location. But currently the works will be carried out remotely.
- The pricing given is for the given scope of work and agreed set of services. Any change that might have an impact on the scope, services, timeline, and any changes in the assumptions will have an impact on prices and would be handled through a contractual change management process.
- Assumptions, scope definition and solution architecture are subject to verification and validation post POV phase. Any changes in the scope or the solution architecture would lead to change in the pricing to be dealt with through a change request mechanism.
- All Hardware and Software (both generic and project specific) at onsite would be provided by NCCCS. NCCCS would provide basic facilities including seating for the supplier staff located at their premises at Onsite.

Assumptions

1. Existing college websites will be provided with links to the new ECM application. No new Web application implementation has been considered.
2. Consolidation of Workflows is considered for estimates assuming that 50% of the Workflows can be optimized
3. Workflow complexity is considered as medium with 5-8 Steps with number of integrations with External system is limited to 3 per Workflow
4. The upper limit for the features is Provided in the Subscription packs. Any incremental increase in the count of any listed features above the upper limit provided in the packs will have to be addressed through Change Request.
5. We are considering the below environments in scope. Note Disaster Recovery is included only in cloud.
 - Production
 - UAT
 - Development
 - Cold Disaster Recovery
6. For SaaS model, the software is assumed to be deployed on Amazon Web Services (AWS) cloud. If NCCCS wishes to deploy to any other Cloud Platform, Infosys is open to discuss and change.
7. The cost form lists the price for each college. Cost is arrived assuming that we do ECM implementation at 10 colleges.

Description	Subscription Pack1	Subscription Pack2	Subscription Pack3	Subscription Pack4
Software Retrieval (omniDocs)				
Scan	Up to 5 Templates	Up to 10 Templates	Up to 15 Templates	Up to 20 Templates
Electronic Forms	Up to 5 Forms	Up to 25 Forms	Up to 50 Forms	Up to 100 Forms
Workflow & Forms	Up to 5 Workflow	Up to 25 Workflows	Up to 50 Workflows	Up to 100 Workflows
Integration	1 Integration	Up to 3 Integrations	Up to 5 Integrations	Up to 10 Integrations
Migration	No migration	2 million	4 million	8 million
Retention Management	1 Policy	Up to 5 policies	Up to 10 policies	Up to 20 policies
Reports	Up to 5 Reports	Up to 10 Reports	Up to 15 Reports	Up to 30 Reports
Digital Credentials	one integration for Digital signature	one integration for Digital signature	one integration for Digital signature	one integration for Digital signature

8. 40% reuse factor is assumed, subject to the condition that Implementation code is available for reuse across colleges.
9. For On-Premise, 2 Desktop Servers and 1 DB server needed to be provisioned by respective colleges in cases where Migration is in Scope.
10. For Migration its assumed that colleges will provide the extracted content and its metadata in standard format
11. Performance Testing has not been considered.
12. User training will be given to key business users maximum of 20 users and existing User Manuals will be updated with the changes.

Support Assumptions

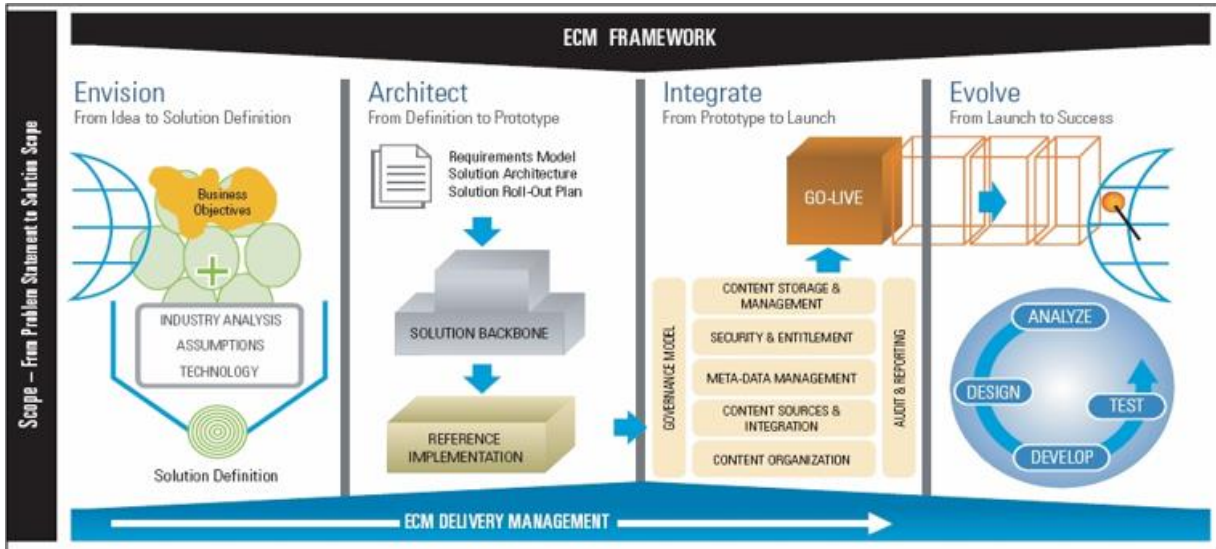
1. Support estimates includes a 16*5 On Desk Support and rest is on-call support.
2. Minimum Response time for tickets in support is considered as 4 hours.

Description	No's
Service Requests Split	10
Incidents Split	40
Total Monthly Expected volume	50

Implementation Schedule

IMPLEMENTATION APPROACH

Infosys Accelerated Integration Methodology for ECM Implementations



At Infosys we follow a multi-step approach for identifying the right problems (and opportunities) and solving problems the right way. We have applied this approach successfully for multiple client engagements.

We start with envisioning the future state and re-imagining possibilities through robust, lean and explorative approach like design thinking (dT). This is followed by defining the right architecture for the problem. The solution is supported by agile development that helps to incorporate business review feedbacks at early stages of the program.

TIMELINE VIEW

Below are the **indicative timelines** for the implementation of the **4 subscription packs**.

For **Subscription Pack 1** the implementation schedule is **5 months**.

Indicative Project Schedule for Subscription pack 1					
Description	M1	M2	M3	M4	M5
Discovery and Setup					
Architecture and Design					
Solution Build					
SIT					
UAT					
					GO Live

For **Subscription Pack 2** the implementation schedule is **6 months**

Indicative Project Schedule for Subscription pack 2						
Description	M1	M2	M3	M4	M5	M6
Discovery and Setup	█	█				
Architecture and Design		█	█			
Solution Build		█	█	█		
SIT			█	█		
Migration				█		
UAT				█	█	
Delta Migration						█
						★ GO Live

For **Subscription Packs 3 and 4** the implementation schedule is **8 months**

Indicative Project Schedule for Subscription pack 3 and 4								
Description	M1	M2	M3	M4	M5	M6	M7	M8
Discovery and Setup	█	█						
Architecture and Design		█	█					
Solution Build			█	█	█			
SIT				█	█	█		
Migration				█	█	█		
UAT					█	█	█	
Delta Migration								█
								★ GO Live

PROJECT MANAGEMENT

Infosys sees a significant role of Project Management in context of this engagement, because a major portion of IT cost, is cost overruns through poor project management. Infosys believes that by implementing best in breed project management practices, significant benefits can be delivered immediately. Infosys Project Management processes and tools are centred on the three basic principles – Cost, Quality and Schedule.

Infosys follows an Integrated Project Management Framework on the lines of the PMI Project Management Methodology. Infosys project managers are either project management certified (PMI or PMElite: which is an adaptation of the PMI methodology to the Global Delivery Model (GDM)). The following are the key activities that take place during Project Planning, Monitoring and Control.

- During Project Initiation stage, the PM creates a comprehensive project management plan which contains standard project management artefacts such as the Project Scope, the Function point estimates, Quality Management plan, Staffing plan, Training plan, Risk mgmt. plan, Communication plan, Key Deliverables and Tools plan

- The project plan is thoroughly reviewed by the Delivery Manager (DM) and the Quality Manager (QM). The project plan is baselined for key activities like Schedule, Cost & Quality. Quality goals typically include targeted Productivity Improvements, Cost of quality, Defect Injection rate (DIR) and Escaped Defect Density (EDD), Code Quality and Maintainability Indexes and Customer Feedback ratings.
- The project is then tracked and reviewed regularly and project manager analyses, reports and acts on these variances

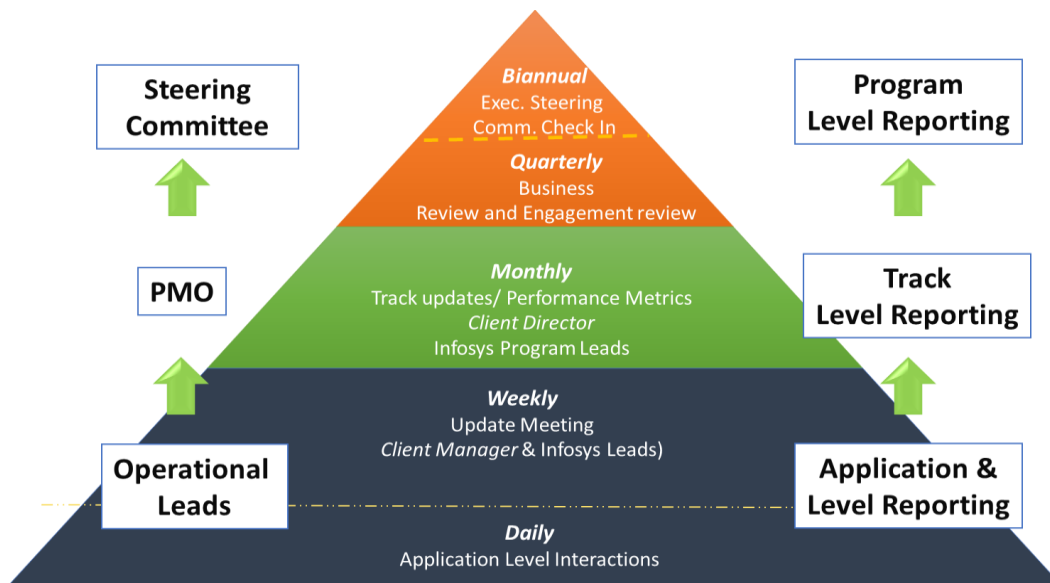
Once a project is completed closure is carried out as per PMI Methodology.

GOVERNANCE STRUCTURE

A key to any program is the way the relationship is managed. The governance function establishes the formal process to track and manage relationships across all levels of the organization from service delivery to executive level. This function also provides a clear escalation path to establish that the appropriate stakeholders are involved to resolve issues and disputes

The governance structure is a collaborative multi-tiered model with participation from Customer and Infosys, which we believe is an essential component of a successful relationship. Program Governance will be set up across three levels of decision making, and dependent on the particular forum within this structure they will be focused on issues impacting the entire program, an individual release or a country level roll out

Infosys proposes the governance structure as presented below.



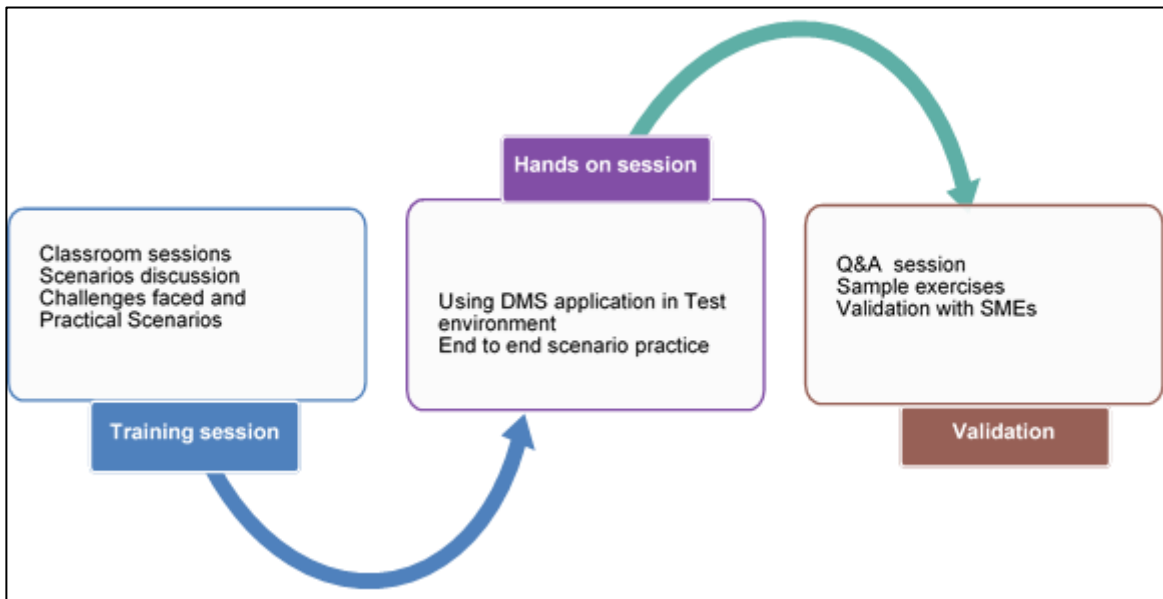
Reporting	Frequency	Infosys Resource	Responsibility
Program level	Quarterly	Engagement manager, Program manager, Delivery Manager	<ul style="list-style-type: none"> Review the progress on the program Discuss on the critical risks - financial, regulatory Provide execution direction for the team based on status Seek feedback and Discuss on the action plan for next quarter
Track level	Monthly	Program Manager, Project manager, Delivery Manager	<ul style="list-style-type: none"> Reviews work progress and development; Assess relationship and plan Strategic/relationship escalation point Manages risk – financial, regulatory Review on the performance Metrics
Application level	Weekly	Project Manager / Technical Leads	<ul style="list-style-type: none"> Discuss on application specific deliverables & Status Develops expectations & deliverables on program Discuss on any critical prioritization on deliverables. Discuss on potential risks and issues.
Application level	Daily	Developers/ Team leads	<ul style="list-style-type: none"> Responsible for tactical aspects of project delivery Raises issues and concerns Facilitates intra application prioritization Interacts on requirements, design and testing deliverables

Robust Governance Committees to provide Executive Management oversight and direction necessary to this engagement, Infosys proposes the following Governance Committees:

- Executive Steering Committee comprising customer Leadership Team, Infosys Executive Sponsor, Infosys Engagement Manager and Infosys program manager to jointly oversee the engagement from a high-level account performance and strategic perspective. Meeting once every quarter, the Executive Steering Committee will focus on reviewing key parameters across areas like Strategic Plans, Performance Levels and Risks & Mitigation Strategy among other areas.
- Program Management Committee comprising Customer Program & Project Managers, Offshore Project Manager. The committee would meet once a month to supervise and oversee the performance of the account from an “operational” perspective. This committee will primarily conduct operation reviews, which would include key projects, initiatives, SLA performance and other key account operational metrics.

Training

The participants (Super Users) would be exposed to the live platform during the training sessions. The coverage would include introduction to the product modules, basic operations, scope of operation, and variations in each of the modules. The users will be taken through various business cases that comprehensively cover the functionality of the product. Structured training will be imparted to the identified personnel in a phased manner.



Location

Training would be held in a phased manner, addressing the needs of different user groups. The training shall be conducted on Train-the-Trainer concept at a central client location. Later, the trainers would need to train the remaining team within the Client organization. The client shall identify the trainers from their Business Users, Functional Administrators, and IT/Application Administrator teams.

If training is required for a larger group within the client organization, the same can be provided at an additional cost based on the contractual agreements.

Methodology

All the training programs shall include lectures, presentations, and product demonstrations. The training shall be conducted by experienced instructors in an interactive environment with sessions allocated for discussions, brainstorming, and Q&A.

The client will be provided with a comprehensive training material for the users to learn and understand the platform easily such as User manuals, Reference Guides, FAQs, Contextual help, and Product Training Videos, etc. The training sessions and training materials will be provided in English only.

Scope

The **tentative training plan and scope coverage** have been outlined below.

Day	Session Name	Session Type	Session Objectives	Session/Topics Coverage
Day 1	Product Overview - OmniDocs	Presentation	To make participants conversant with OmniDocs and its modules	OmniDocs Overview
Day 1	Cabinet Structure, Search Options, File & Folder Operations	Presentation/Demo	To make participants conversant with OmniDocs features	OmniDocs Web
Day 2	iBPS	Presentation/Demo	Enable participants to work on document-centric workflows	iBPS
Day 2	Guided Hands-On	Hands-On	Encourage participants to use document-centric workflows	iBPS
Day 3	System Administration, Search Configuration, Reports, Themes & Personalization	Presentation/Demo	To make participants conversant with administration capabilities in OmniDocs	OmniDocs Admin
Day 3	Customizations Done	Presentation/Demo	To make participants conversant customizations done	All Modules
Day 4	Guided Hands-On	Hands-On	Encourage participants to use OmniDocs administration features	OmniDocs Admin
Day 5	Product Overview – RMS	Presentation	To make participants conversant with OmniDocs RMS and its features	OmniDocs RMS
Day 5	File Plan, Search Options, File and Record Operations,	Presentation/Demo	To make participants conversant with RMS features	OmniDocs RMS Web
Day 6	RMS Administration – Locations, Policies, Security Configuration, System Configuration	Presentation/Demo	To make participants conversant with administration capabilities in RMS	OmniDocs RMS Admin
Day 6	Guided Hands-On	Hands-On	Encourage participants to use RMS capabilities	OmniDocs RMS

Day 7	OmniScan– Scanning Documents to iBPS/OmniDocs	Presentation	Enable participants to know Scanning Capabilities	OmniScan
Day 7	Guided Hands-On	Hands-On	Encourage participants to use OmniScan for Scanning Docs	OmniScan Web
Day 8	Assignment - Unguided hands-on	Hands-on	Enable participants to execute end to end document lifecycle within OmniDocs an assignment	All modules
Day 8	Evaluation and Feedback	Hands-on,	Assessment of the participants	All modules
Day 9	Cover topics on Participants interest / Feedback/ Clarifications	Hands on	Based on Participants Feedback	All modules

Attachment F: Vendor Certification Form**1) ELIGIBLE VENDOR**

The vendor certifies that in accordance with n.c.g.s. §143-59.1(b), vendor is not an ineligible vendor as set forth in n.c.g.s. §143-59.1 (a). The vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future rfp or other solicitation; the vendor will be precluded from bidding on the subsequent rfp or other solicitation and from serving as a subcontractor to an awarded vendor. The state reserves the right to disqualify any bidder if the state determines that the bidder has used its position (whether as an incumbent vendor, or as a subcontractor hired to assist with the rfp development, or as a vendor offering free assistance) to gain a competitive advantage on the rfp or other solicitation.

2) CONFLICT OF INTEREST

Applicable standards may include: n.c.g.s. §§143b-1352 and 143b-1353, 14-234, and 133-32. The vendor shall not knowingly employ, during the period of the agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a vendor also in the employ of the state and who are providing services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

3) E-VERIFY

Pursuant to n.c.g.s. §143b-1350(k), the state shall not enter into a contract unless the awarded vendor and each of its subcontractors comply with the e-verify requirements of n.c.g.s. chapter 64, article 2. Vendors are directed to review the foregoing laws. Any awarded vendor must submit a certification of compliance with e-verify to the awarding agency, and on a periodic basis thereafter as may be required by the state.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

As a condition of contract award, awarded vendor shall have registered its business with the north carolina secretary of state and shall maintain such registration throughout the term of the contract.

SIGNATURE: *Vikram Agarwal*DATE: OCTOBER 9TH, 2020

PRINTED NAME: VIKRAM AGARWAL

TITLE: DIRECTOR – CLIENT ENGAGEMENT

Attachment G: Location of Workers Utilized by Vendor

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

a) Will any work under this Contract be performed outside the United States?

Yes No

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

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

Bangalore, India and Pune, India

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

Infosys global headquarters and campus in Electronics City, Bangalore in India. Infosys has over 100 development centers across the globe and 85 sales offices in India, USA, Canada, UK, Germany, France, Switzerland, Australia, Japan, Middle East, and many other countries.

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States

Yes No

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

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

Raleigh, NC

Attachment H: References

a. Customer name.	Venerable Insurance and Annuity Company
b. Customer address.	1475 Dunwoody Drive West Chester, PA 19380
c. Current telephone number of a customer employee most familiar with the offered solution implementation.	Prashant Naik Vice President 1475 Dunwoody Drive West Chester, PA, 19380 Tel: 610.425.3883 Cell: 267.334.9400
d. Customer email address	Email: Prashant.Naik@venerableannuity.com
e. Time period over which each offered solution implementation was completed.	FY 2019-20: Infosys implemented enterprise wide Case Management and ECM Solution. Support and Maintenance of the application along with Enhancements is ongoing
f. Brief summary of the offered solution implementation.	<ul style="list-style-type: none"> • Modernize the existing in-house application to industry leading Content services platform by optimizing and consolidating various use cases . • Migrate 120 million of Insurance and Annuity documents from an existing On Premise application to Newgen OmniDocs • Consolidating 100+ Workflows to 13 Workflows using IBPS platform. • Integration of On-Premise applications with Newgen system on the Cloud
g. List of offered solution products installed and operational.	Product Implemented: <ul style="list-style-type: none"> • OmniDocs Document Management System • IBPS: Business Process management • OmniScan Scanning System
h. Number of Vendor or technical staff supporting, maintaining and managing the offered solution.	<ul style="list-style-type: none"> • Currently 4 SME to support and maintain the solution. 8 SME Were involved during the Development

a. Customer name.	North Carolina Department of Public Safety
b. Customer address.	2020 Yonkers Road Raleigh, NC 27604
c. Current telephone number of a customer employee most familiar with the offered solution implementation.	Will be provided at the time of reference check, after taking availability from customer
d. Customer email address	Will be provided at the time of reference check, after taking availability from customer
e. Time period over which each offered solution implementation was completed.	FY 2013-14: Newgen implemented enterprise wide ECM solution in NCDPS' Combined Records Section.
f. Brief summary of the offered solution implementation.	<p>The solution implemented has enabled real time availability of various legal documents of inmates like – Correspondence, Detainer, Victim, Parole, Courts, Supervision, and Segregation. Integration of OPUS system in OmniScan app to validate the inmate details while indexing.</p> <p>The suite served as a centralized electronic records repository for all the documents related to 40,000 inmates and allowed them to quickly import and retrieve documents when needed.</p> <p>The suite has been integrated with the department's central portal to help the users access the inmates' database. The solution has been rolled out to a user base of over 30,000 employees across departments, such as Human Resources, Legal Department, etc.</p>
g. List of offered solution products installed and operational.	<p>Products Implemented:</p> <ul style="list-style-type: none"> • OmniDocs Document Management System • OmniDocs Records Management System • OmniScan Scanning System
h. Number of Vendor or technical staff supporting, maintaining and managing the offered solution.	6 SME

a. Customer name.	All India Council of Technical Education
b. Customer address.	Nelson Mandela Marg, Vasant Kunj, New Delhi
c. Current telephone number of a customer employee most familiar with the offered solution implementation.	Will be provided at the time of reference check, after taking advance approval and availability from customer
d. Customer email address	Will be provided at the time of reference check, after taking advance approval and availability from customer.
e. Time period over which each offered solution implementation was completed.	9 months
f. Brief summary of the offered solution implementation.	Implemented the Newgen's Enterprise Content Management (ECM) suite including the E-gov solution for all 9 bureaus in the company for file movement, dak movement and office Note. This resulted in capture of content from multiple channels, digitization of various files, centralized storage of all documents and automation of various content specific approval workflows.
g. List of offered solution products installed and operational.	Newgen's E-gov solution is implemented which has File Movement, Dak Movement and Office Note. This is built on top of following Newgen products: <ul style="list-style-type: none"> • Newgen's OmniScan • Newgen's Document Management System • Newgen's iBPS workflow platform
h. Number of Vendor or technical staff supporting, maintaining, and managing the offered solution.	5 SME

Attachment J: Firms Tax Identification Information

Request for Proposal #

[Enter Proposal Number] 50-NCCCS-073020

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

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

ID Number:

581760235

Federal ID Number or Social Security Number

Infosys Ltd

Vendor Name

Attachment A: Definitions

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

2) Cybersecurity Incident: An occurrence that: a. Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or b. Constitutes a violation or imminent threat of violation of law, security policies, privacy policies, security procedures, or acceptable use policies.

3) Deliverables: Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include “Work Product” and means any expression of Licensor’s findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.

4) Goods: Includes intangibles such as computer software; provided, however that this definition does not modify the definition of “goods” in the context of N.C.G.S. §25-2-105 (UCC definition of goods).

5) NCDIT or DIT: The NC Department of Information Technology, formerly Office of Information Technology Services.

6) Open Market Contract: A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.

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

8) Request for Proposal (RFP): The RFP is a formal, written solicitation document typically used for seeking competition and obtaining offers for more complex services or a combination of goods and services. The RFP is used when the value is over \$10,000. This document contains specifications of the RFP, instructions to bidders and the standard IT Terms and Conditions for Goods and Related Services. User should add Supplemental Terms and Conditions for Software and Services, when applicable.

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

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

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

i. That is not releasable to the public and that is restricted or highly restricted according to Statewide Data Classification and Handling Policy; or ii. That involves the exfiltration, modification, deletion, or unauthorized access, or lack of availability to information or

systems within certain parameters to include (i) a specific threshold of number of records or users affected as defined in G.S. 75-65 or (ii) any additional data types with required security controls.

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

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

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

Attachment B: Department of Information Technology Terms and Conditions

1) DEFINITIONS:

a) "Data" includes means information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the Services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.

b) Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State as included in Paragraph 7) c) of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.

c) "Services" shall mean the duties and tasks undertaken by the Vendor to fulfill the requirements and specifications of this solicitation, including, without limitation, providing web browser access by authorized users to certain Vendor online software applications identified herein, and to related services, such as Vendor hosted Computer storage, databases, Support, documentation, and other functionalities, all as a Software as a Service ("SaaS") solution.

d) "State" shall mean the State of North Carolina, the Department of Information Technology as an agency, or the agency identified in this solicitation as the Purchasing Agency and Award Authority.

e) "Support" includes provision of ongoing updates and maintenance for the Vendor online software applications, and as may be specified herein, consulting, training and other support Services as provided by the Vendor for SaaS tenants receiving similar SaaS Services.

2) ACCESS AND USE OF SAAS SERVICES:

a) Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein and in accordance with any mutually agreed Acceptable Use Policy. The State is authorized to access State Data and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without the Vendor requiring a separate maintenance or support agreement. Subject to an agreed limitation on the number of users, the State

may use the Services with any computer, computer system, server, or desktop workstation owned or utilized by the State or other authorized users. User access to the Services shall be routinely provided by the Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. The State shall notify the Vendor of any unauthorized use of any password or account, or any other known or suspected breach of security access. The State also agrees to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation to derive a source code equivalent to the Services or any portion thereof. Use of the Services to perform services for commercial third parties (socalled “service bureau” uses) is not permitted, but the State may utilize the Services to perform its governmental functions. If the Services fees are based upon the number of Users and/or hosted instances, the number of Users/hosted instances available may be adjusted at any time (subject to the restrictions on the maximum number of Users specified in the Furnish and Deliver Table herein above) by mutual agreement and State Procurement approval. All Services and information designated as “confidential” or “proprietary” shall be kept in confidence except as may be required by the North Carolina Public Records Act: N.C.G.S. § 132-1, et. seq.

b) The State’s access license for the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this license transfer, vest, or infer any title or other ownership right in any source code associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to access and use the State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein.

c) Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State’s normal business hours (unless different hours are specified herein). Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor’s SaaS tenants for similar Services. Vendor’s right to a new use agreement for new version releases of the Services shall not be abridged by the foregoing. Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.

d) Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated users or tenants of the Services, but minimally as provided for and specified herein. Unless otherwise agreed in writing, Support will also be provided for any other (e.g., third– party) software provided by the Vendor in connection with the Vendor’s solution herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to certain State users for the fees or costs as set forth herein or in an SLA.

e) Services provided pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an “ok” or “agree” button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any

clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.

f) The Vendor may utilize partners and/or subcontractors to assist in the provision of the Services, so long as the State Data is not removed from the United States unless the terms of storage of the State Data are clearly disclosed, the security provisions referenced herein can still be complied with, and such removal is done with the prior express written permission of the State. The Vendor shall identify all of its strategic business partners related to Services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.

g) Vendor warrants that all Services will be performed with professional care and skill, in a workmanlike manner and in accordance with the Services documentation and this Agreement.

h) An SLA or other agreed writing shall contain provisions for scalability of Services and any variation in fees or costs as a result of any such scaling.

i) Professional services provided by the Vendor at the request by the State in writing in addition to agreed Services shall be at the then-existing Vendor hourly rates when provided, unless otherwise agreed in writing by the parties.

3) WARRANTY OF NON-INFRINGEMENT; REMEDIES.

a) Vendor warrants to the best of its knowledge that:

- i) The Services do not infringe any intellectual property rights of any third party; and
- ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;

b) Should any Services supplied by Vendor become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the Services, or replace or modify the same to become noninfringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected Services, and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute Services. If, in the sole opinion of the State, the cessation of use by the State of any such Services due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services.

c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

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

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

d) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded Services, or from the continued use of the good(s) or Services after receiving notice they infringe on a trade secret of a third party.

4) ACCESS AVAILABILITY; REMEDIES:

a) The Vendor warrants that the Services will be in good working order, and operating in conformance with Vendor's standard specifications and functions as well as any other specifications agreed to by the parties in writing, and shall remain accessible 24/7, with the exception of scheduled outages for maintenance and of other service level provisions agreed in writing, e.g., in an SLA. Vendor does not warrant that the operation of the Services will be completely uninterrupted or error free, or that the Services functions will meet all the State's requirements, unless developed as Customized Services.

b) The State shall notify the Vendor if the Services are not in good working order or inaccessible during the term of the Agreement. Vendor shall, at its option, either repair, replace or reperform any Services reported or discovered as not being in good working order and accessible during the applicable contract term without cost to the State. If the Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to receive automatic credits as indicated immediately below, or the State may use other contractual remedies such as recovery of damages, as set forth herein in writing, e.g., in Specifications, Special Terms or in an SLA, and as such other contractual damages are limited by N.C.G.S. §143B-1350(h1) and the Limitation of Liability paragraph below. If not otherwise provided, the automatic remedies for nonavailability of the Subscription Services during a month are:

1. A 10% service credit applied against future fees if Vendor does not reach 99.9% availability.
2. A 25% service credit applied against future fees if Vendor does not reach 99% availability.
3. A 50% service credit applied against future fees or eligibility for early termination of the Agreement if Vendor does not reach 95% availability.

If, however, Services meet the 99.9% service availability level for a month, but are not available for a consecutive 120 minutes during that month, the Vendor shall grant to the State a credit of a pro-rated one-day of the monthly subscription Services fee against future Services charges. Such credit(s) shall be applied to the bill immediately following the month in which Vendor failed to meet the performance requirements or other service levels, and the credit will continue to be deducted from the monthly invoice for each prior month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement. If Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may also terminate the contract for material breach in accordance with the Default provisions hereinbelow.

c) Support Services. If Vendor fails to meet Support Service response times as set forth herein or in an SLA for a period of three consecutive months, a 10% service credit will be deducted from the invoice in the

month immediately following the third month, and the 10% service credit will continue to be deducted from the monthly invoice for each month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement.

5) EXCLUSIONS:

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

6) PERFORMANCE REVIEW AND ACCOUNTABILITY. N.C.G.S. § 143B-1340(f) and 09 NCAC 06B.1207 require provisions for performance review and accountability in State IT contracts. For this procurement, these shall include the holding a retainage of 10% of the contract value and withholding the final payment contingent on final acceptance by the State as provided in 09 NCAC 06B.1207(3) and (4), unless waived or otherwise agreed, in writing. The Services herein will be provided consistent with and under these Services performance review and accountability guarantees.

7) LIMITATION OF LIABILITY: Limitation of Vendor's Contract Damages Liability:

- a) Where Services are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Services and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Services.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranty compliance, or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 et seq., the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

8) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any

purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Services either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.

b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or tangible personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of this Contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.

c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

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

10) TRANSITION PERIOD:

a) For ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Vendor shall assist the State, upon written request, in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").

b) The Transition Period may be modified in an SLA or as agreed upon in writing by the parties in a contract amendment.

c) During the Transition Period, Services access shall continue to be made available to the State without alteration.

d) Vendor agrees to compensate the State for damages or losses the State incurs as a result of Vendor's failure to comply with this Transition Period section in accordance with the Limitation of Liability provisions above.

e) Upon termination, and unless otherwise stated in an SLA, and after providing the State Data to the State as indicated above in this section with acknowledged receipt by the State in writing, the Vendor shall permanently destroy or render inaccessible any portion of the State Data in Vendor's and/or subcontractor's possession or control following the completion and expiration of all obligations in this section. Within thirty (30) days, Vendor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.

f) The State at its option, may purchase additional Transition services as may be agreed upon in a supplemental agreement.

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

12) TRAVEL EXPENSES: Reserved.

13) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Agreements with the Vendor. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1207, or other provision of law.

14) AVAILABILITY OF FUNDS: Any and all payments by the State are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the State for the purposes set forth in this Agreement. If this Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the State's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved such continuation of the Agreement is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Agreement. If funds to effect payment are not available, the State will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to terminate any Services supplied to the State under this Agreement, and relieve the State of any further obligation thereof. The State shall remit payment for Services accepted on or prior to the date of the aforesaid notice in conformance with the payment terms.

15) PAYMENT TERMS:

a) Payment may be made by the State in advance of or in anticipation of subscription Services to be actually performed under the Agreement or upon proper invoice for other Services rendered. Payment terms are Net 30 days after receipt of correct invoice. Initial payments are to be made after final acceptance of the Services. Payments are subject to any retainage requirements herein. The Purchasing State Agency is responsible for all payments under the Agreement. Subscription fees for term years after the initial year shall be as quoted under State options herein, but shall not increase more than 5% over the prior term, except as the parties may have agreed to an alternate formula to determine such increases in writing. No additional charges to the State will be permitted based upon, or arising from, the State's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et seq. of the N.C. General Statutes and applicable Administrative Rules.

b) Upon Vendor's written request of not less than 30 days and approval by the State, the State may: i) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or ii) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however, iii) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Agreement obligations.

c) For any third party software licensed by Vendor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Vendor must be provided to the State before any related license fees or costs may be billed to the State.

d) An undisputed invoice is an invoice for which the State and/or the Purchasing State Agency has not disputed in writing within thirty (30) days from the invoice date, unless the agency requests more time for review of the invoice. Upon Vendor's receipt of a disputed invoice notice, Vendor will work to correct the applicable invoice error, provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on the invoice or for any disputed items that are ultimately corrected. The Purchasing State Agency is not required to pay the Vendor for any Software or Services provided without a written purchase order from the appropriate Purchasing State Agency. In addition, all such Services provided must meet all terms, conditions, and specifications of this Agreement and purchase order and be accepted as satisfactory by the Purchasing State Agency before payment will be issued.

e) The Purchasing State Agency shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as Vendor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Purchasing State Agency, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.

16) ACCEPTANCE CRITERIA:

a) Initial acceptance testing is required for all Vendor supplied Services before going live, unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications and Vendor's technical representations. Acceptance of Services may be controlled by additional written terms as agreed by the parties.

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

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

individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

18) SECURITY OF STATE DATA:

a) All materials, including software, Data, information and documentation provided by the State to the Vendor (State Data) during the performance or provision of Services hereunder are the property of the State of North Carolina and must be kept secure and returned to the State. The Vendor will protect State Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be provided to the State as part of the Services. The Vendor shall not access State User accounts, or State Data, except (i) during data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State's written request. The Vendor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Agreement. No such information, Data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written agreement with the State. The Vendor will have written policies governing access to and duplication and dissemination of all such information, Data, instruments, studies, reports, records and other materials.

b) The Vendor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.

c) Protection of personal privacy and sensitive data. The Vendor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>) that is collected by the State and stored in any Vendor site or other Vendor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by Vendor or its agents or subcontractors in connection with the provision of the Services. The Vendor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within 24 hours of confirmation as required by N.C.G.S. § 143B-1379.

d) The Vendor will provide and maintain secure backup of the State Data. The Vendor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Agreement to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data and the Services. The Vendor will allow periodic back-up of State Data by the State to the State's infrastructure as the State requires or as may be provided by law.

e) The Vendor shall certify to the State:

i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Agreement;

ii) That the system used to provide the Subscription Services under this Contract has and will maintain a valid 3rd party security certification not to exceed 1 year and is consistent with the data classification level and a security controls appropriate for, at a minimum, low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4. The State reserves the right to independently evaluate, audit, and verify such requirements.

iii) That the Services will comply with the following:

(1) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual; to include encryption requirements as defined below:

(a) The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.

(b) For engagements where the Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection;

(2) Privacy provisions of the Federal Privacy Act of 1974;

(3) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);

(4) The North Carolina Public Records Act, N.C.G.S. Chapter 132; and

(5) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA);

(6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.

f) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60, et seq.) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably

foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.

g) Breach Notification. In the event Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall, at its own expense, (1) immediately notify the State's Agreement Administrator of such Security Breach and perform a root cause analysis thereon, (2) investigate such Security Breach, (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.

h) Notification Related Costs. Vendor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall immediately notify the State of such Security Breach, and the parties shall reasonably

cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.

i) Vendor shall allow the State reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Agreement and the State's Data, at no cost to the State.

j) In the course of normal operations, it may become necessary for Vendor to copy or move Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.

k) Remote access to Data from outside the continental United States, including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.

l) In the event of temporary loss of access to Services, Vendor shall promptly restore continuity of Services, restore Data in accordance with this Agreement and as may be set forth in an SLA, restore accessibility of Data and the Services to meet the performance requirements stated herein or in an SLA. As a result, Service Level remedies will become available to the State as provided herein, in the SLA or other agreed and relevant documents. Failure to promptly remedy any such temporary loss of access may result in the State exercising its options for assessing damages under this Agreement.

m) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, Vendor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform the State of: (1) The scale and quantity of the State Data loss; (2) What Vendor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and (3) What corrective action Vendor has taken or will take to prevent future State Data and Services loss. (4) If Vendor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Agreement. Vendor shall investigate the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the State, its agents and law enforcement.

n) In the event of termination of this contract, cessation of business by the Vendor or other event preventing Vendor from continuing to provide the Services, Vendor shall not withhold the State Data or any other State confidential information or refuse for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Agreement. As a part of Vendor's obligation to provide the State Data pursuant to this Paragraph 18) n), Vendor will also provide the State any data maps,

documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data.

o) Secure Data Disposal. When requested by the State, the Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

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

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

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

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

23) AMENDMENT: This Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor.

24) TAXES: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

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

Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

26) DEFAULT: In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the material requirements and specifications herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

a) If Vendor fails to deliver or provide correct Services within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide Services as provided herein.

b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such Vendor failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure. Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.

27) FORCE MAJEURE: Except as provided for herein, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. In addition, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, government acts or orders, and any social-distancing requirements put in place to prevent the spread of disease, illness, or other contagions such as the social-distancing requirements in place for the COVID-19 pandemic regulating the number of persons allowed to congregate in a group, and regulating the distance between persons.

28) COMPLIANCE WITH LAWS: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and the provision of Services hereunder, including those of federal, state, and local agencies having jurisdiction and/or authority.

29) TERMINATION: Any notice or termination made under this Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the

return receipt is signed and dated. The parties may mutually terminate this Agreement by written agreement at any time.

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

i) Termination for Cause: In the event any goods, Services, or service furnished by the Vendor during performance fails to conform to any material specification or requirement of the Agreement, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraph 7), entitled "Limitation of Liability." The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

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

30) DISPUTE RESOLUTION: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the State shall be submitted in writing to the Vendor's Agreement Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

31) SEVERABILITY: In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

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

33) ELECTRONIC PROCUREMENT: (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract. The E-Procurement fee does not normally apply to services.

a) Reserved.

b) Reserved.

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

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

Attachment C: Agency Terms and Conditions - Reserved

For more information, contact askus@infosys.com



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