



# STATE OF NORTH CAROLINA

## Statewide IT Procurement Office

### IT Supplemental Staffing Providers

### Invitation For Bid

**ITS-009440**

September 1, 2015

**Proposal Due Date: October 5, 2015**

Direct all inquiries concerning this IFB to:

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## **1.0 INTENT, INTRODUCTION, AND INCUMBENT VENDORS ON ITS-002441**

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### **1.1 INTENT AND INTRODUCTION**

The State, through the Office of Information Technology Services (OITS) Statewide IT Procurement Office, is seeking qualified IT Supplemental Staffing Providers (ITSS Providers) to provide IT Supplemental Staff to State Agencies. The ITSS Program seeks to better equip the State to recruit, staff, and manage IT supplemental staff at market competitive rates. The goals of the program are to:

- Improve cycle time and other process measures for staffing requests,
- Improve quality of IT Supplemental Staff submitted by vendors and staffed by State of North Carolina, and
- Achieve hourly rate savings for IT supplemental staff.

The purpose of this Invitation For Bid (IFB) is to solicit agreements from ITSS Providers to cover the State's IT supplemental staffing needs.

The Managed Services Provider (MSP) IFB was awarded to Computer Aid, Inc. (CAI) to assist the State in the implementation of the ITSS Program and administration of IT Supplemental Staffing.

The State intends to identify ITSS Providers willing to provide IT Supplemental Staffing services to the State at current market rates. This IFB will established a Convenience Contract pursuant to 9 NCAC 06B.0701 for an indefinite quantity contract between the Vendor and the State. In addition to State Agencies, the resulting contract may also be utilized by other Eligible Entities, including but not limited to Community Colleges, State Universities, Local Education Authorities (K-12 schools), and local governments in North Carolina. The resulting contract will replace the current Short Term IT Staffing contract, ITS-002441.

Each ITSS Provider may respond to task orders for (or participate in) any or all categories of services of their choosing. The ITSS Providers will provide temporary IT services to the State on an hourly basis. The average length of assignment has historically been six (6) months to one (1) year.

The quantity of services required will vary, and the State cannot make any guarantees to the amount of services needed annually. Historically, State Agency spend through the Short Term IT Staffing contract was an estimated \$34.5 million for Fiscal Year 2013-2014 and an estimated \$35.0 million for Fiscal Year 2012-2013. This estimated quantity based on recent usage may be used as a guide, but shall not be a representation by the State of any anticipated purchase volume under any contract made pursuant to this solicitation.

Each ITSS Provider will be responsible for recruiting and proposing qualified IT Supplemental Staff to meet State Agencies' IT Supplemental Staffing needs, in accordance with established rate cards and within the requirements of the ITSS Program. The rates identified in this IFB are not-to-exceed (NTE) rates (See Attachment B). In submitting an IT Supplemental Staff candidate, the ITSS Provider must submit that candidate at or below the NTE rates. A highly qualified candidate submitted below the NTE rate will be more competitive than one submitted at the maximum rate. ITSS Providers will work with CAI, and utilize the Vendor Management System (VMS) PeopleFluent to enable the staffing process. ITSS Providers will be managed cooperatively by the State and the MSP with the State having overall management and decision-making authority.

The awarded Vendors will remain on this contract (ITS-009440) for the duration of the term unless terminated for convenience, cause or not meeting established Service Level Agreements (see Section 6.0)

The State will conduct annual Open Enrollment updates to this contract or as needed at the State's discretion.

## 1.2 INCUMBENT VENDORS ON ITS-002441

Vendors currently participating under IT Supplemental Staffing Contract ITS-002441 MUST submit a completed response to IFB ITS-009440 to be eligible to participate in the State's IT Supplemental Staffing Program. The State will not automatically transfer any incumbent vendors into this new contract.

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BIDS DOCUMENT

This IFB comprises the base IFB document, seven (7) attachments, and any addenda released before the Bid Opening Date.

### 2.2 CONTRACT TERM

The Contract shall have an initial term of two (2) years, beginning on the date of award (the "Effective Date").

At the end of the initial term, the State shall have the option, at its sole discretion, to exercise up to three (3) one-year renewal periods. The State will give the Vendor written notice of its intent to exercise this option not less than thirty (30) days before the end of the Contract's two (2) year term and every year thereafter.

At a minimum, the State will conduct annual Open Enrollments to this contract. The State reserves the right to conduct as-needed Open Enrollments in addition to the annual ones. During this enrollment period, Vendors wishing to add or delete categories of service, or new Vendors wishing to provide Supplemental Staffing resources to the State may submit a response to the Open Enrollment. Vendors not meeting Service Level Agreements (see Section 6.0) can be removed from the contract at any time.

### 2.3 IFB SCHEDULE

The table below shows the intended schedule for this IFB. The Contract Manager will make every effort to adhere to this schedule.

Action	Responsibility	Date	Time
Issue IFB	State	September 1, 2015	
Deadline to Submit Questions	Vendors	September 14, 2015	11:00 AM EST
Response to Questions	State	By September 21, 2015	
Deadline to Submit Responses	Vendors	October 5, 2015	2:00 PM ET
Contract Award	State	+ Ninety (90) Days after Bid Opening	

Table 1: IFB Schedule

#### 2.3.1 PROPOSAL QUESTIONS

Vendors may submit clarifying questions by the Submit Questions due date shown above.

**Instructions:** Written questions must be emailed to [sandra.rosser@nc.gov](mailto:sandra.rosser@nc.gov) by September 14, 2015 at 11:00 AM EST. Vendors should enter "Questions ITS-009440" as the subject for the email. It is the responsibility of the Vendor to

carefully review this IFB in detail. Question submittals should include a reference to the applicable IFB section and be submitted in a format similar to the table shown below:

Reference	Vendor Question
IFB Section / Attachment, Page Number	Vendor Question

Table 2: Proposal Questions Format

### 2.3.2 ADDENDUM TO IFB

If written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State will be posted to the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/>, and may become an Addendum to this IFB. All questions must be submitted in writing by the Vendor.

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

### 2.3.3 PROPOSAL SUBMITTAL

**Instructions:** Vendor must deliver **one (1) signed original** and **two (2) copies** of the Proposal to the Issuing Agency in a sealed package with Company Name and IFB Number clearly marked on the front. Vendor must return all the pages of this solicitation in their response. Vendor must also submit **one (1) signed electronic copy** of its proposal on USB Flash Drive(s). The files should not be password-protected and should be capable of being copied to other media.

Address and deliver the proposal as noted in Table 3 below. Please note that the US Postal Service does not deliver any mail (US Postal Express, Certified, Priority, Overnight, etc.) on a set delivery schedule to this Office. It is the responsibility of the Vendor to have the bid in this Office by the specified time and date of opening.

DELIVER TO:
<p><i>BID NUMBER: ITS-009440</i>                      Statewide IT Procurement Office                      Attention: Sandra Rosser, QB                      3900 Wake Forest Road                      Raleigh, NC 27609</p>

Table 3: Proposal Delivery Address

Sealed bids, subject to the conditions made a part hereof, will be received at the above address until 2:00pm Eastern Standard Time on the day of opening and then opened, for furnishing and delivering services as described herein. Proposals for this IFB must be submitted in a sealed package with the Execution of Proposal signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed execution of proposal shall result in disqualification. All proposals must comply with SECTION 2.4 PROPOSAL CONTENTS.

Proposals will not be accepted by electronic means. This IFB is available electronically at <https://www.ips.state.nc.us/ips/>.

## 2.4 PROPOSAL CONTENTS

Vendors must complete and deliver this IFB and all Attachments to this IFB listed below.

Attachment	Description
A	Completed and signed version of IFB: EXECUTION PAGES, and signed receipt pages of any addenda released in conjunction with this IFB
B	Completed version of IFB: PRICING NOT TO EXCEED (NTE) RATES
C	IFB: JOB TITLES, SKILL LEVELS, AND TECHNOLOGY SKILL DEMAND
D	Completed and signed version of IFB: VENDOR UTILIZATION OF WORKERS OUTSIDE THE U.S.
E	INSTRUCTIONS TO VENDORS
F	GENERAL CONDITIONS FOR PROPOSALS
G	NORTH CAROLINA TERMS AND CONDITIONS FOR SERVICES

Table 4: Proposal Contents

## 2.5 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

The State objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Vendor’s response. This applies to any language appearing in or attached to the document as part of the Vendor’s response. By execution and delivery of this Invitation For Bid and response(s), the Vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

## 2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Following are definitions, acronyms, and abbreviations utilized in this IFB:

- **CHANGE MANAGEMENT** – A systematic approach for managing changes to business processes, culture, technology, and/or organizational structure. Change management builds capacity for adapting to change both at an individual and organizational level.
- **CONTRACT MANAGER:** The person from the State IT Procurement Office that manages the IFB and resulting Contract. This person may change over time.
- **CONVENIENCE CONTRACT** – An indefinite quantity contract that may be used by state agencies, or other eligible entities, to purchase goods or services at the agency’s discretion. Use of a convenience contract is not mandatory.
- **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).
- **HOURLY BILL RATE** – The hourly rate that the Vendor will be paid by the State for services provided under each task order. This is the sum of the Hourly Wage Rate and Mark-up.
- **HOURLY WAGE RATE** – The hourly rate that the IT Supplemental Staff will be paid by the ITSS Provider for services provided under each task order.

- **ITSS PROVIDER** – Vendor with which the State has contracted to provide IT Supplemental Staff through the ITSS Program.
- **ITSS PROGRAM** – The program designed by the State to address the sourcing and management of IT Supplemental Staff.
- **IT SUPPLEMENTAL STAFF** – For the purposes of this IFB, IT Supplemental Staff represents the individual that is employed through an ITSS Provider and provides IT services to the State as defined within a Task Order. (May also be known collectively as IT Supplemental Staff.)
- **JOB TITLE** – Define the key activities, responsibilities, and/or capabilities associated with a given role. Job Titles can be portable across multiple roles and technologies (i.e., Standard Job Titles), or specific to a particular technology (i.e., SAP, IBM Cúram).
- **JOB TITLE CATEGORY** – Grouping of like Job Titles. The State has identified three Job Title Categories: Standard, SAP, and IBM Cúram.
- **MANAGED SERVICES PROVIDER (MSP)** – Vendor that provides value-added services in taking primary responsibility for managing all aspects of a supplemental staffing program (IT or otherwise). Currently awarded to Computer Aid, Inc. (CAI).
- **MARK-UP** – All costs a Vendor will incur beyond the Hourly Wage Rate paid to IT Supplemental Staff. This may include, but is not limited to, subcontracting layers, statutory requirements (i.e.: FICA, FUTA, SUTA, Worker’s Comp, etc.), overhead, recruiting costs, training, visa sponsorship, and profit. This is the difference between the Hourly Wage Rate and the Hourly Bill Rate.
- **TECHNOLOGY LEVEL** – Defines the level of market demand for the key skills or technologies associated with a given role.
- **SKILL LEVEL** – Defines the level of expertise and/or experience necessary in the key skills or technologies for a given role.
- **SPEND MANAGED** – Spend with ITSS Providers against State-established contracts within the guidelines of the IT Supplemental Staffing Program. This spend is considered “managed” by the MSP.
- **STATE**: Refers to the State of North Carolina, including any of its sub-units recognized under North Carolina law.
- **TASK ORDER** – A solicitation document that describes a specific business or technology staffing need for a hiring entity. It will include required skill sets and position descriptions that generally describe the service requirement(s) to be addressed. It also defines the format of the response document and, together with the IFB and vendor response, forms the contract.
- **VENDOR MANGEMENT SYSTEM (VMS)** – Internet-enabled, often web-based application that acts as a mechanism for an organization to manage and procure supplemental staff. Typical features of a VMS include order distribution, consolidated billing and significant enhancements in reporting capability over manual systems and processes. Current VMS is People Fluent.
- **VENDOR SELECTED CATEGORIES** – The combinations of Job Title, Skill Level, and Technology Level for which an individual Vendor chooses to provide IT Supplemental Staff.

## **3.0 EVALUATION PROCESS**

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### **3.1 METHOD OF AWARD**

Vendors must meet the criteria outlined below to be accepted as an ITSS Provider. The State does not intend to limit the number of awardees, subject to pricing and qualifications explained in this solicitation.

### **3.2 PROPOSAL EVALUATION PROCESS**

**3.2.1** The State will review and assess all responses to determine eligibility for this IFB.

**3.2.2** Vendors must sign and complete Attachment A.

**3.2.3** Vendors must complete Attachment B

**3.2.3.1** In Attachment B, Vendors must identify which Job Categories the vendor will provide candidates for. Vendors must participate in all Skill Levels and Skill Demand within that Job Category.

**3.2.3.2** Vendors are not required to provide all Job Categories.

**3.2.3.3** The rates for the not-to-exceed pricing are established by the State from the market rates provided by CAI.

**3.2.4** Vendors must agree to be measured and managed using the State's Service Level Agreements (SLA's) listed in Section 6.0 of this solicitation.

**3.2.5** Vendors must also complete Attachment C: VENDOR UTILIZATION OF WORKERS OUTSIDE THE U.S.

**3.2.6** Upon completion of any evaluations and negotiations (if conducted), the State will make an Award determination.

Vendors are cautioned that this is an Invitation For Bids, not a request or offer to contract, and the State reserves the right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

### **3.3 AWARD OF CONTRACT**

Qualified proposals will be evaluated in accordance with Best Value procurement practices as defined by GS §143-135.9 and applicable administrative rules. The responsible Vendors whose proposals are most advantageous to the State, taking into consideration the evaluation factors herein, will be recommended for contract award. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item proposal.

### **3.4 INTERACTIVE PURCHASING SYSTEM (IPS)**

The State has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve proposal award information electronically from our Internet web site: <https://www.ips.state.nc.us/ips/>. Click on the IPS BIDS icon, click on Search for BID, enter the Agency prefix-proposal number (ITS-009440), and then search.

This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

### 3.5 PROTEST PROCEDURES

Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in this office within fifteen (15) calendar days from the date of the contract award and provide specific reasons and any supporting documentation for the protest. **All protests will be governed by Title 9, Office of Information Technology Services, Subchapter 06B Sections .1101 - .1121.**

### 4.0 MSP OPERATING MODEL FOR STATE OF NORTH CAROLINA

North Carolina has established an updated ITSS Program and adopted a new operating model for procuring IT Supplemental Staffing. All task orders within the ITSS Program will go through a Managed Services Provider (MSP) that will handle all administrative aspects of placing IT Supplemental Staff, centralized invoicing and payment for State Agency purchases, as well as other key activities. The MSP will serve as a key point of contact for both State Agencies and the ITSS Providers.

See diagram below for a visual of the interaction between the MSP and the other ITSS Program stakeholders. This diagram is for illustrative purposes.

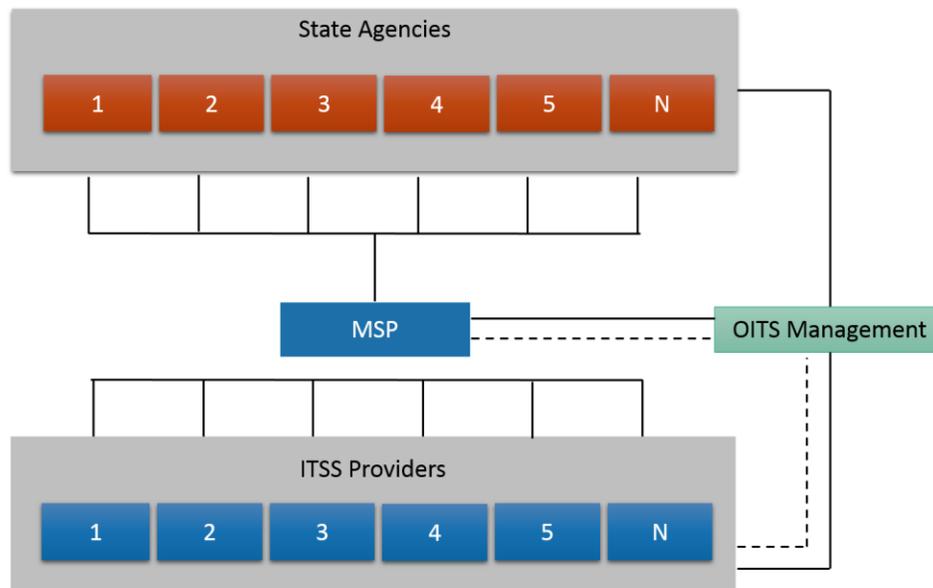


Figure 1: MSP Operating Model

### 4.1 PROCESS MAPS

The State has defined process maps for two key processes: (1) Staffing, and (2) Timekeeping / Invoicing / Payments. The purpose of the process maps is to help vendors understand the parameters of the program, so that they may prepare more effective bid documents.

#### 4.1.1 Process Map: Staffing

The Staffing process map defines the process for sourcing IT Supplemental Staff.

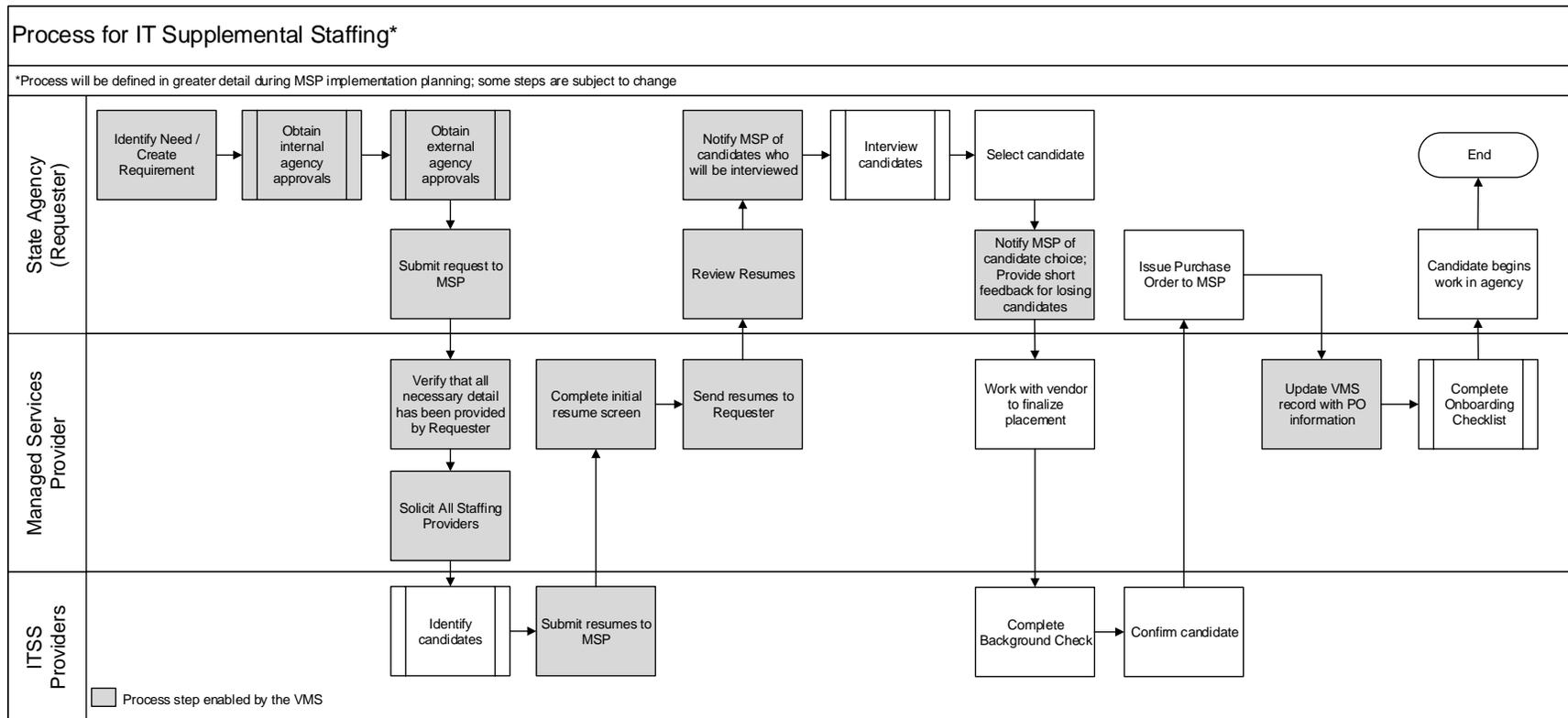


Figure 2: Process Map – Staffing

### 4.1.2 Process Map: Timekeeping / Invoicing / Payments

The Timekeeping / Invoicing / Payments process map defines the process for recording and approving time worked, consolidation and invoicing, and distribution of payments.

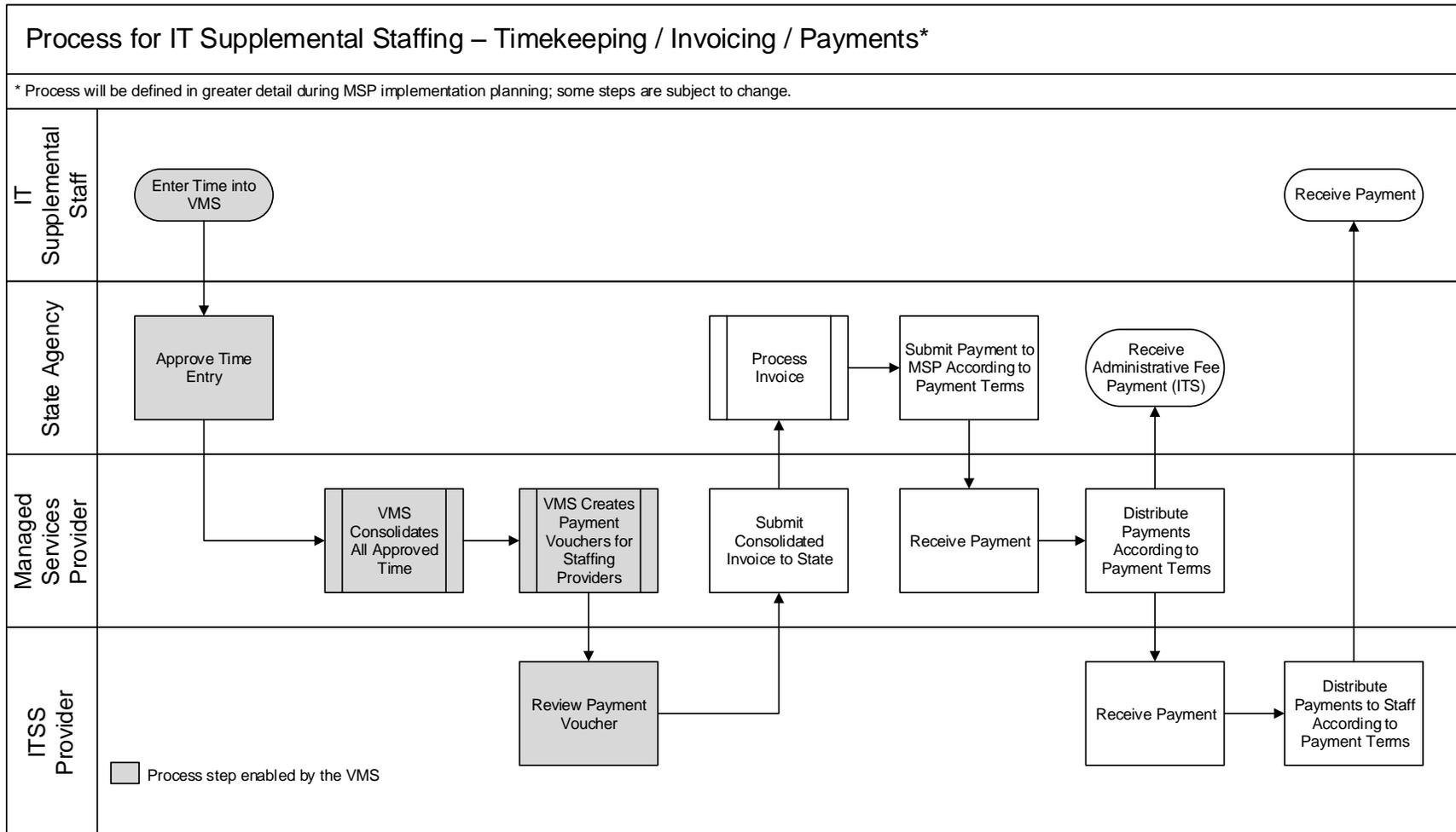


Figure 3: Process Map – Timekeeping / Invoicing / Payments

## **5.0 REQUIREMENTS**

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This Section lists the IFB requirements. If a Vendor is unclear about a requirement, the Vendor should submit a question during the question and answer period.

### **5.1 ITSS PROGRAM PARTICIPATION**

The Vendor is required to participate and work with the State's MSP and VMS, as it is designed and implemented by the State.

#### **5.1.1 Vendor Management System (VMS) Utilization**

The Vendor shall utilize the selected VMS (currently PeopleFluent) as managed by the MSP (currently CAI). This includes utilization of the VMS for resume submittal, time sheet submittal, and all other necessary system activities. Non-VMS processes will not be utilized by the State as part of the ITSS Program.

#### **5.1.2 Geographic Coverage**

The Vendor must be prepared to meet the State's IT Supplemental Staffing demand across the entire geography of North Carolina. The State estimates that 80% of current IT Supplemental Staff positions are located within the Triangle region.

### **5.2 IT SUPPLEMENTAL STAFF PLACEMENT**

Prior to IT Supplemental Staff placement with a State Agency, the Vendor shall comply with a series of requirements for each proposed individual. Should the Vendor arrange staffing candidates through subcontractors, the Vendor shall ensure the subcontractor complies with these provisions.

#### **5.2.1 Proposal of IT Supplemental Staff**

Vendors shall submit qualified resumes to the State's MSP within five (5) business days of receiving a request. State Agencies, in emergency situations, may request shorter response times and Vendors should do their best to accommodate this. The State may also request a period longer for five (5) days to receive qualified resumes.

#### **5.2.2 Eligibility to Work**

The Vendor is responsible for ensuring all IT Supplemental Staff retain the authorization to legally work in the United States throughout the term of each engagement based on the length of term identified in the request. Documentation of such authorizations must be provided to the MSP prior to engagement.

#### **5.2.3 Background Checks**

A criminal history background check and all sound screening practices shall be done prior to the IT Supplemental Staff's official start date. The State's MSP will work with the Vendor to conduct background checks, Agency security verification and other requirements. The State may request additional or supplemental background checks as deemed necessary by an Agency's requirements. The State reserves the right to view the contents of a background check prior to approving IT Supplemental Staff. The Agency reserves the right to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other requirements.

**5.2.3.1** If the Vendor is unable to determine IT Supplemental Staff suitability due to the results of a criminal history/ security background check, the Vendor shall forward a description of the results to the MSP and/or State Agency, for review and determination. Such review and determination by the MSP and/or State Agency shall be conducted in accordance with any applicable State statutes or policies. In conducting a criminal history/security background check, the Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. If it is later determined that the Vendor knowingly, rendered a false positive determination of an individual's fitness, failed to conduct a criminal history/security background check, or failed to reasonably interpret the results in confirming an individual's fitness to perform duties under the terms of this Contract, in addition to any other remedies available to the State Agency, the State Agency may terminate the IT Supplemental Staff for cause.

**5.2.3.2** The Vendor shall provide immediate written notice to the MSP and State Agency if at any time the Vendor learns that its determination of IT Supplemental Staff's fitness to perform duties under the terms of this Contract was erroneous or has changed by reason of changed circumstances.

#### **5.2.4 Education Credential Validation**

The State may require educational credentials as a requirement of the placement. For those IT Supplemental Staff who obtain an educational credential from a foreign institution, defined as institutions residing outside the United States, the credential shall be verified by a company approved by the Office of State Human Resources. A list of companies can be found here: <http://www.oshr.nc.gov/Guide/LocalGovmt/ForeignDegreeEquiv.pdf>.

**5.2.4.1** The Vendor shall retain this proof of degree equivalency at all times.

**5.2.4.2** The Vendor shall provide proof of degree equivalency to the MSP when responding to an IT Supplemental Staff placement request.

#### **5.2.5 Pre-Interviews**

The Vendor shall interview each proposed IT Supplemental Staff and verify his/her qualifications prior to presenting an individual to the MSP. The Vendor shall be responsible for the accuracy of each proposed IT Supplemental Staff placement's work history, resume, technical skills, certifications, educational credentials, references and all other information presented to the MSP or State Agency for review.

#### **5.2.6 Anticipated Absences**

The Vendor shall identify any dates in which the proposed IT Supplemental Staff will be unavailable during the duration of the proposed engagement, including any planned absences, to the MSP and State Agency.

#### **5.2.7 Availability for Interview**

The MSP will provide timeframes to the Vendor for IT Supplemental Staff interviews. The Vendor shall make all reasonable efforts to accommodate the interview schedule. The State reserves the right to conduct in-person interviews at no cost to the State.

#### **5.2.8 Additional Requirements from State Agencies**

A State Agency may have additional requirements and IT Supplemental Staff shall comply with these requirements as a condition of the placement.

- 5.2.8.1** A State Agency may also conduct its own background checks at the expense of the State Agency.
- 5.2.8.2** A State Agency may require IT Supplemental Staff to provide photo identification such as a Driver's License, Non-Drivers Identification Card, Passport, etc. in order to receive a State Identification card used for entrance into State buildings and/or facilities.
- 5.2.8.3** A State Agency may require its IT Supplemental Staff to attend training, both for professional development and as required by State law or in accordance with the policy of the State Agency. If required by a State Agency, attendance at training sessions, during the course of a placement, shall be mandatory. For trainings in which attendance will incur a cost on the attendee, the State shall pay for the IT Supplemental Staff's attendance.
- 5.2.8.4** The State may specify the manner and method by which the IT Supplemental Staff shall participate in knowledge transfer at the time of placement or at any time during the engagement.

### **5.3 MEETINGS**

If requested by the State, the Vendor shall meet with the State and/or the MSP for Management Review Meetings. The Vendor should communicate with the State any issues identified by the Vendor related to Vendor performance or the State's usage of the Contract, as well as any continuous improvement ideas suggested by the Vendor to reduce the State's total cost for IT Supplemental Staffing and/or efficiency improvement opportunities.

Vendors may be required to meet with Agency personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract. Meetings shall occur as problems arise and will be coordinated by Agency. The Vendor shall be given reasonable and sufficient notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Contract.

### **5.4 ACCOUNT MANAGER**

The Vendor shall designate and make available to the MSP and the State an account manager, who shall be the State's point of contact for Contract related issues and/or issues which need to be escalated above the Vendor's on-site representatives. The account manager shall be available during Agency business hours on State business days. If the account manager is out of the office, for any reason, the account manager shall designate an alternate point of contact.

### **5.5 IT SUPPLEMENTAL STAFFING ADMINISTRATIVE FEE**

The State requires Vendors awarded assignments for IT Supplemental Staffing to pay an administrative fee as part of the staffing services billed each month. This fee is currently four percent (4.0%), but the State will evaluate opportunities to decrease this fee when/if possible. The fee will be calculated on the billable hours for IT Supplemental Staffing excluding per diem or other approved expenses on all Task Orders for the period. Invoicing and payments to ITSS Providers will be consolidated through the MSP. The IT Supplemental Staffing Administrative

Fee is in addition to the MSP Vendor Fee. The two mark-up percentages are included in the not-to-exceed rates in Attachment B.

## **5.6 MANAGED SERVICES PROVIDER VENDOR FEE**

The Managed Services Provider (MSP) component of the ITSS Program will be funded via an MSP Vendor Fee assessed to the ITSS Providers. The MSP Vendor Fee is currently one point nine six percent (1.96%). The fee will be calculated on the billable hours for IT Supplemental Staffing excluding per diem or other approved expenses on all Task Orders for the period. Invoicing and payments to ITSS Providers will be consolidated through the MSP. The MSP Vendor Fee is in addition to the IT Supplemental Staffing Administrative Fee.

EXAMPLE:

Vendor Hourly Rate: \$90.00 per hour (includes all Vendor costs)

OITS Administrative Fee: 4.00%

MSP Vendor Fee: 1.96%

Adjusted MSP bill to the State: \$95.36 per hour

## **5.7 FINANCIAL STABILITY**

From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State and the MSP within thirty (30) days of any occurrence or condition that materially alters any statement made in this Certification. This certification is in addition to any other financial information required by this IFB.

## **5.8 DISCLOSURE OF LITIGATION**

### **5.8.1 Criminal Litigation**

The Vendor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers or directors, who may provide services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Vendor shall promptly notify the State and the MSP of any criminal litigation, investigations or proceeding involving Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract or any assignment awarded to the Vendor.

### **5.8.2 Civil Litigation**

Vendor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its bid proposal, or which may occur during the term of any awarded to Vendor pursuant to this solicitation, that involve (1) services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.

### **5.8.3 Timeliness of Disclosure**

All notices under subsection 5.8.1 and 5.8.2 herein shall be provided in writing to the State and MSP within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith

certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.

## **5.9 CRIMINAL CONVICTION**

In the event the Vendor, or an officer of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor's business integrity and such vendor shall be prohibited from entering into a contract under this IFB.

## **5.10 ASSURANCES**

In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to the State, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:

- the ability of the Vendor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or
- whether the Vendor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of law, regulation or public policy.

The Vendor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: the Vendor or its subcontractors hereunder shall be able to continue to perform this Contract in accordance with its terms and conditions, and the Vendor or its subcontractors shall not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

## **5.11 CONFIDENTIALITY OF DATA AND INFORMATION**

All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Vendor in order to carry out this Contract, or which become available to the Vendor in carrying out this Contract, shall be protected by the Vendor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Vendor. If the methods and procedures employed by the Vendor for the protection of the Vendor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

## 6.0 SERVICE LEVEL AGREEMENTS (SLAs)

### 6.1 SERVICE LEVEL AGREEMENTS

As part of the ITSS Program, ITSS Providers shall be measured and managed using SLAs as identified below. Compliance with the SLAs is a requirement of the ITSS Program.

The MSP will assist the State in measurement and tracking of all SLAs. This will be completed by the MSP as part of day-to-day operations; SLAs may be reviewed on a quarterly or as-needed basis.

#	SLA	Description	Performance Target	Calculation	Review Frequency
6.1.1	Percentage of Assignments Submitted Against	A percentage defining the number of assignments for which the vendor submits <i>qualified</i> IT Supplemental Staff candidates, within the Vendor's Selected Categories	75%	Qualified Candidates Submitted / Total Candidates Submitted  (within the Vendor's Selected Categories)	Quarterly
6.1.2	Percentage of Selected IT Supplemental Staff Lost	A percentage defining the number of IT Supplemental Staff selected for hire, that (1) did not begin the assignment, or (2) left within 2 weeks of assignment start	< 5%	Number of IT Supplemental Staff Lost / Number of Placements	Quarterly
6.1.3	Percentage of Negative Attrition	A percentage defining the number of worker terminations as a result of negative termination reasons at any point during the placement, relative to the total number of Vendor placements	< 5%	Number of Negative Attritions / Number of Vendor Placements	Quarterly
6.1.4	Percentage of Timesheets Submitted on Time	Timesheets will be submitted to State Agency for approval by defined deadline, based on all timesheets submitted	95%	Number of Timesheets Submitted on Time / Total Number of Timesheets Submitted	Quarterly
6.1.5	Total Dollar Value of Supplemental Staffing Assignment	Revenue earned from the billable hours associated with Awarded Supplemental Staffing Contract Assignments	> \$0	Any Dollar Amount	Yearly

Table 6: Requirements – Service Level Agreements (SLAs)

## 6.2 NON-CONFORMANCE TO SLAs

Failure to meet the established Performance Target may result in the following actions as determined by the State:

- 6.2.1 For non-conformance to one or more SLAs for a single three (3) month period, the Vendor will render an analysis and determine why the SLA was not met within ten (10) calendar days. The Vendor will also present a cure plan to remediate the deficiency and, once approved by the State, will implement the plan within ten (10) calendar days. The Vendor will then monitor results monthly for effectiveness, as outlined in the improvement plan, and report results at the next Management Review Meeting.
- 6.2.2 The State reserves the right to terminate the contract for non-performance in accordance with Paragraph 30 of the Terms and Conditions in Attachment G.
- 6.2.3 Vendors removed from the contract for SLA non-conformance may re-enroll during the following Open Enrollment period after being removed.

## 7.0 OPEN ENROLLMENT

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### 7.1 FREQUENCY

The State will have an annual Open Enrollment period starting September 1, 2016 and continuing every year for the duration of the contract. The Open Enrollment period will be for the month of September and close at 2:00pm EST on the last business day of September.

### 7.2 VENDOR OPTIONS

During the Open Enrollment period, existing Vendors may add or delete job categories as needed. New Vendors wanting to participate in the State's ITSS contract must submit a completed Enrollment Form during this time period. The Enrollment Form will be made available on the IPS website during the Open Enrollment period.

### 7.3 NOT-TO EXCEED (NTE) PRICING

Sixty (60) days prior to the Open Enrollment period, the State will review the not-to-exceed pricing established for all the job categories. The State may adjust (increase or decrease) the not-to-exceed pricing for the job categories at that time and publish any revisions at the time of the Open Enrollment.

### 7.4 NEW VENDOR REQUIREMENTS

New Vendors will be required to meet all criteria and specifications as established in the awarded IFB ITS-009440 included all Attachments.

**ATTACHMENT A: EXECUTION PAGES**

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**STATE OF NORTH CAROLINA**  
**Invitation For Bid #:**  
**ITS-009440**

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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 North Carolina General Statute 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:**

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Federal ID Number or Social Security Number

 <p><b>STATE OF NORTH CAROLINA</b> <b>Statewide IT Procurement Office</b></p> <p>Refer <b><u>ALL</u></b> Inquiries regarding this IFB to:</p> <p>Sandra Rosser Email: <a href="mailto:sandra.rosser@nc.gov">sandra.rosser@nc.gov</a> Phone: 919-754-6672</p>	<p><b>Invitation For Bid #:</b> ITS-009440</p>	
	<p><b>Proposals will be Publicly Opened:</b> October 5, 2015 at 2:00 PM</p>	
	<p><b>Contract Type:</b> Open Enrollment</p>	
	<p><b>Commodity:</b> IT Supplemental Staffing Services</p>	
	<p><b>Using Agency:</b> State Agencies</p>	

**OFFER AND ACCEPTANCE:** This solicitation advertises the State’s needs for the services described herein. The State seeks proposals comprising competitive bids offering to provide the services described in this solicitation. All proposals and responses received shall be treated as offers to contract. The State’s acceptance of any proposal must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Specifications of the solicitation documents, except as amended, the North Carolina Information Technology Procurement Office General Terms and Conditions for Services, Best and Final Offers, if any, and the awarded Vendor’s proposal.

**EXECUTION:** In compliance with this Invitation For Bid, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion. **Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for one-hundred twenty (120) days from date of bid opening.

**ACCEPTANCE OF BID:** If any or all parts of this bid are accepted, an authorized representative of Office of Information Technology Services shall affix their signature hereto and this document. A copy of this acceptance will be forwarded to the successful Vendor(s).

<p><b>FOR OITS USE ONLY</b></p> <p>Offer accepted and Contract awarded this ____ day of _____, 2015, as indicated on the attached certification, by _____ (Authorized Representative of Office of Information Technology Services).</p>
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## ATTACHMENT B: NOT-TO-EXCEED (NTE) PRICING

**INSTRUCTIONS:** Vendor to indicate whether they will agree to provide staffing for these categories. "YES" responses only required (blanks assumed to be negative). Vendors may only add or subtract categories during Open Enrollment Periods.

Category	Job Title	Skill Level	Skill Demand	NOT TO EXCEED (NTE) RATES	Vendor Selected Categories (Mark with YES)
<b>IT ADMIN Fee &amp; MSP Fee INCLUDED</b>					
Standard	Business Analyst	Junior	Normal	\$ 45.14	
Standard	Business Analyst	Mid-Level	Normal	\$ 49.58	
Standard	Business Analyst	Senior	Normal	\$ 53.88	
Standard	Business Analyst	Expert	Normal	\$ 57.93	
Standard	Business Analyst	Junior	High	\$ 48.30	
Standard	Business Analyst	Mid-Level	High	\$ 53.05	
Standard	Business Analyst	Senior	High	\$ 57.65	
Standard	Business Analyst	Expert	High	\$ 61.99	
Standard	Database Administrator	Junior	Normal	\$ 49.32	
Standard	Database Administrator	Mid-Level	Normal	\$ 55.09	
Standard	Database Administrator	Senior	Normal	\$ 60.62	
Standard	Database Administrator	Expert	Normal	\$ 65.74	
Standard	Database Administrator	Junior	High	\$ 52.78	
Standard	Database Administrator	Mid-Level	High	\$ 58.94	
Standard	Database Administrator	Senior	High	\$ 64.87	
Standard	Database Administrator	Expert	High	\$ 70.34	
Standard	Developer / Programmer	Junior	Normal	\$ 48.29	
Standard	Developer / Programmer	Mid-Level	Normal	\$ 53.73	
Standard	Developer / Programmer	Senior	Normal	\$ 58.98	

Category	Job Title	Skill Level	Skill Demand	NOT TO EXCEED (NTE) RATES	Vendor Selected Categories (Mark with YES)
<b>IT ADMIN Fee &amp; MSP Fee INCLUDED</b>					
Standard	Developer / Programmer	Expert	Normal	\$ 63.80	
Standard	Developer / Programmer	Junior	High	\$ 51.68	
Standard	Developer / Programmer	Mid-Level	High	\$ 57.48	
Standard	Developer / Programmer	Senior	High	\$ 63.10	
Standard	Developer / Programmer	Expert	High	\$ 68.26	
Standard	Network / Telecom Specialist	Junior	Normal	\$ 44.50	
Standard	Network / Telecom Specialist	Mid-Level	Normal	\$ 49.57	
Standard	Network / Telecom Specialist	Senior	Normal	\$ 54.50	
Standard	Network / Telecom Specialist	Expert	Normal	\$ 59.17	
Standard	Network / Telecom Specialist	Junior	High	\$ 47.62	
Standard	Network / Telecom Specialist	Mid-Level	High	\$ 53.04	
Standard	Network / Telecom Specialist	Senior	High	\$ 58.31	
Standard	Network / Telecom Specialist	Expert	High	\$ 63.32	
Standard	Project Manager	Junior	Normal	\$ 60.02	
Standard	Project Manager	Mid-Level	Normal	\$ 67.11	
Standard	Project Manager	Senior	Normal	\$ 73.86	
Standard	Project Manager	Expert	Normal	\$ 79.96	
Standard	Project Manager	Junior	High	\$ 64.23	
Standard	Project Manager	Mid-Level	High	\$ 71.81	
Standard	Project Manager	Senior	High	\$ 79.01	
Standard	Project Manager	Expert	High	\$ 85.55	
Standard	Service Support Analyst	Junior	Normal	\$ 30.39	
Standard	Service Support Analyst	Mid-Level	Normal	\$ 33.70	
Standard	Service Support Analyst	Senior	Normal	\$ 36.75	
Standard	Service Support Analyst	Expert	Normal	\$ 39.31	
Standard	Service Support Analyst	Junior	High	\$ 32.51	

Category	Job Title	Skill Level	Skill Demand	NOT TO EXCEED (NTE) RATES	Vendor Selected Categories (Mark with YES)
<b>IT ADMIN Fee &amp; MSP Fee INCLUDED</b>					
Standard	Service Support Analyst	Mid-Level	High	\$ 36.07	
Standard	Service Support Analyst	Senior	High	\$ 39.32	
Standard	Service Support Analyst	Expert	High	\$ 42.05	
Standard	Specialist	Junior	Normal	\$ 47.58	
Standard	Specialist	Mid-Level	Normal	\$ 53.79	
Standard	Specialist	Senior	Normal	\$ 59.77	
Standard	Specialist	Expert	Normal	\$ 65.20	
Standard	Specialist	Junior	High	\$ 50.90	
Standard	Specialist	Mid-Level	High	\$ 57.57	
Standard	Specialist	Senior	High	\$ 63.95	
Standard	Specialist	Expert	High	\$ 69.76	
Standard	System Administrator	Junior	Normal	\$ 41.63	
Standard	System Administrator	Mid-Level	Normal	\$ 46.14	
Standard	System Administrator	Senior	Normal	\$ 50.55	
Standard	System Administrator	Expert	Normal	\$ 54.71	
Standard	System Administrator	Junior	High	\$ 44.55	
Standard	System Administrator	Mid-Level	High	\$ 49.37	
Standard	System Administrator	Senior	High	\$ 54.09	
Standard	System Administrator	Expert	High	\$ 58.52	
Standard	Technical Architect	Junior	Normal	\$ 63.53	
Standard	Technical Architect	Mid-Level	Normal	\$ 70.96	
Standard	Technical Architect	Senior	Normal	\$ 78.15	
Standard	Technical Architect	Expert	Normal	\$ 84.84	
Standard	Technical Architect	Junior	High	67.98	
Standard	Technical Architect	Mid-Level	High	75.92	
Standard	Technical Architect	Senior	High	83.62	

Category	Job Title	Skill Level	Skill Demand	NOT TO EXCEED (NTE) RATES	Vendor Selected Categories (Mark with YES)
<b>IT ADMIN Fee &amp; MSP Fee INCLUDED</b>					
Standard	Technical Architect	Expert	High	90.78	
Standard	Technical Writer	Junior	Normal	35.59	
Standard	Technical Writer	Mid-Level	Normal	39.87	
Standard	Technical Writer	Senior	Normal	43.95	
Standard	Technical Writer	Expert	Normal	47.64	
Standard	Technical Writer	Junior	High	38.07	
Standard	Technical Writer	Mid-Level	High	42.66	
Standard	Technical Writer	Senior	High	47.04	
Standard	Technical Writer	Expert	High	50.98	
Standard	Tester / QA Analyst	Junior	Normal	31.36	
Standard	Tester / QA Analyst	Mid-Level	Normal	34.50	
Standard	Tester / QA Analyst	Senior	Normal	37.56	
Standard	Tester / QA Analyst	Expert	Normal	40.40	
Standard	Tester / QA Analyst	Junior	High	33.54	
Standard	Tester / QA Analyst	Mid-Level	High	36.92	
Standard	Tester / QA Analyst	Senior	High	40.18	
Standard	Tester / QA Analyst	Expert	High	43.22	
SAP	SAP Business Analyst	Junior	High	47.67	
SAP	SAP Business Analyst	Mid-Level	High	75.71	
SAP	SAP Business Analyst	Senior	High	108.16	
SAP	SAP Business Analyst	Expert	High	129.37	
SAP	SAP Developer / Programmer	Junior	High	70.30	
SAP	SAP Developer / Programmer	Mid-Level	High	97.34	
SAP	SAP Developer / Programmer	Senior	High	118.98	
SAP	SAP Developer / Programmer	Expert	High	162.24	
SAP	SAP Specialist	Junior	High	\$ 70.30	

Category	Job Title	Skill Level	Skill Demand	NOT TO EXCEED (NTE) RATES	Vendor Selected Categories (Mark with YES)
<b>IT ADMIN Fee &amp; MSP Fee INCLUDED</b>					
SAP	SAP Specialist	Mid-Level	High	\$ 97.34	
SAP	SAP Specialist	Senior	High	\$ 118.98	
SAP	SAP Specialist	Expert	High	\$ 162.24	
SAP	SAP System Administrator	Junior	High	\$ 86.53	
SAP	SAP System Administrator	Mid-Level	High	\$ 108.16	
SAP	SAP System Administrator	Senior	High	\$ 135.20	
SAP	SAP System Administrator	Expert	High	\$ 189.28	
SAP	SAP Technical Architect	Junior	High	\$ 86.53	
SAP	SAP Technical Architect	Mid-Level	High	\$ 108.16	
SAP	SAP Technical Architect	Senior	High	\$ 162.24	
SAP	SAP Technical Architect	Expert	High	\$ 189.28	
IBM Cúram	Cúram Architect	Junior	High	\$ 84.77	
IBM Cúram	Cúram Architect	Mid-Level	High	\$ 105.96	
IBM Cúram	Cúram Architect	Senior	High	\$ 132.45	
IBM Cúram	Cúram Architect	Expert	High	\$ 153.64	
IBM Cúram	Cúram Business Analyst	Junior	High	\$ 84.77	
IBM Cúram	Cúram Business Analyst	Mid-Level	High	\$ 100.66	
IBM Cúram	Cúram Business Analyst	Senior	High	\$ 121.85	
IBM Cúram	Cúram Business Analyst	Expert	High	\$ 137.75	
IBM Cúram	Cúram Developer / Programmer	Junior	High	\$ 95.36	
IBM Cúram	Cúram Developer / Programmer	Mid-Level	High	\$ 116.56	
IBM Cúram	Cúram Developer / Programmer	Senior	High	\$ 127.15	
IBM Cúram	Cúram Developer / Programmer	Expert	High	\$ 143.05	

## ATTACHMENT C – JOB TITLES, SKILL LEVELS, AND TECHNOLOGY SKILL DEMAND

### C.1 – JOB TITLES

#### C.1.1 STANDARD JOB TITLES

Job Titles define the key activities, responsibilities, and/or capabilities associated with a given role. Standard Job Titles are portable across multiple roles and technologies within the State.

Job Title	Description	Sample Role Types
Project Manager	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Responsibility for the successful completion of end to end project work, including all work products</li> <li>• Oversight of projects comprised of multiple deliverables, including delegation and coordination of tasks</li> <li>• Responsibility for creation and management of the integrated project plan, execution of the project plan, project status, meetings, scope changes, risk and issue tracking/mitigation, coordination across project teams, etc.</li> <li>• Negotiations internal and external to the project teams</li> <li>• Managing scope, resources, timelines, costs/budget, quality, communication, and procurements to meet the goals of the State</li> <li>• Development and execution of training and education on standard project management requirements and methods, facilitating project governance and reporting, and creating models to improve business decisions</li> <li>• Efforts typically include extensive changes to existing functionality or the implementation of new applications and/or technology</li> </ul>	<ul style="list-style-type: none"> <li>• Program Manager</li> <li>• Development Manager</li> <li>• Application Support Manager</li> <li>• Production Support Manager</li> <li>• Release Manager</li> </ul>

Job Title	Description	Sample Role Types
Business Analyst	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Managing business analysis work or projects with distinct deliverables to a solution</li> <li>• Identifying and documenting business processes, issues, value levers, metrics, and capabilities</li> <li>• Collecting, organizing, and analyzing data</li> <li>• Completing analysis and documentation of as-is capabilities</li> <li>• Conducting interviews to gather business requirements</li> <li>• Conducting industry, competitive and State analyses (strategic, financial, operational), business case development, as well as market research for benchmarking</li> <li>• Supporting required system go-live activities, including conversion, support desk, site support, training delivery, logistics management, etc.</li> <li>• Supporting change management and communications programs and activities</li> <li>• Performing PMO activities related to project time tracking, work plan updates, status reporting, service metric reporting, and related project administration tasks</li> </ul>	<ul style="list-style-type: none"> <li>• Functional Analyst</li> <li>• Solution / Business Architect</li> <li>• Work Stream Lead</li> <li>• Deployment Lead</li> </ul>
Technical Architect	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Technical expertise centered around a technology, technologies, or a portfolio of applications</li> <li>• Specialization in application, technical, domain, or solution architecture, including design and implementation of solutions</li> <li>• Successful development and maintenance of formal strategies, sourcing guidance, technical standards, blueprints, reference architectures, architecture patterns and technology roadmaps for a given architecture domain</li> <li>• Successful completion of technology projects within area of responsibility</li> <li>• Definition and management of team structure and resource levels to support business needs of functional area</li> <li>• Analyzing and estimating feasibility and compatibility of solutions with existing EA including hardware, network and other programs. Guide decision makers toward the final solution architecture which is most compliant with EA.</li> <li>• Conducting industry and market research of technologies and general themes in assigned architecture areas.</li> <li>• Engaging agency subject matter experts, business liaisons, and OITS representatives as to ensure proper alignment between business and IT</li> </ul>	<ul style="list-style-type: none"> <li>• Technical Architect</li> <li>• Enterprise Architect</li> <li>• Domain Architect</li> <li>• Solution Architect</li> <li>• Application Architect</li> </ul>

Job Title	Description	Sample Role Types
Developer / Programmer	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Development and enhancement of applications based on established design specifications</li> <li>• Analysis, design, coding, component/assembly testing of all application code owned by the Application Team</li> <li>• Implementing configuration changes to software applications to meet both functional and technical requirements</li> <li>• Writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions, maintenance (including production support)</li> <li>• Unit testing applications and developing system and user documentation</li> </ul>	<ul style="list-style-type: none"> <li>• Developer</li> <li>• Programmer</li> <li>• Systems / Software Engineer</li> <li>• Web Developer</li> <li>• Application Developer</li> </ul>
Specialist	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Guidance and leadership in the usage and support of a collection of development platforms, technical architectures, or business applications and products that run on those platforms, beyond that of a Developer / Programmer</li> <li>• Understanding and knowledge of application development and architecture that serves as a strong base for technical expertise in a specific product or program</li> <li>• Analysis, visual design, development, data analysis, testing and implementation, technical and user documentation, software conversions, maintenance (including production support), etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Technical Specialist</li> <li>• Product Specialist</li> <li>• System Specialist</li> <li>• Security Analyst</li> </ul>
Tester / QA Analyst	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Developing and maintaining user and technical documentation and project process documentation for Application Teams</li> <li>• Creating and reviewing test plans for a range of applications</li> <li>• Understanding end user use case for applications and/or technology and sequencing test procedures logically and appropriately</li> <li>• Executing test scripts, both manual and automated</li> <li>• Documentation of test and quality results, and communication to the appropriate stakeholders in the governance structure</li> </ul>	<ul style="list-style-type: none"> <li>• Tester</li> <li>• Quality Assurance Analyst</li> <li>• IV&amp;V Analyst</li> </ul>
System Administrator	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Responsibility for operations and troubleshooting of system environments</li> <li>• Server back up and security</li> <li>• Performance tuning and capacity planning</li> <li>• Analysis of system logs and identification of potential issues with computer systems; troubleshooting of reported problems</li> <li>• Migration and integration of new technologies and functionalities into existing system environments</li> <li>• Management of user accounts</li> </ul>	<ul style="list-style-type: none"> <li>• System Administrator</li> </ul>

Job Title	Description	Sample Role Types
Database Administrator	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Data analysis and database management</li> <li>• Maintenance, enhancement, designing of data dictionaries, physical and logical database models, and performance tuning</li> <li>• (Logical) Administration of application objects within database; maintenance of business requirements for database, database schema, data maps, ERDs, application objects (i.e., tables, indexes, views, etc.); performance of database application tuning; provision of business and data requirements and data for capacity planning</li> <li>• (Physical) Environment-level administration; installation/patch/upgrade of database software; management of HA, database-level security; maintenance of database configuration files and data files; completion of database reorganizations, environment tuning, refreshes, exports and imports, backup and recovery; performance of capacity planning driven by technology and resource usage trends</li> </ul>	<ul style="list-style-type: none"> <li>• Database Administrator</li> <li>• Logical Database Administrator</li> <li>• Physical Database Administrator</li> </ul>
Network / Telecom Specialist	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Design and maintenance of both the hardware and software necessary for a computer network</li> <li>• Specialization in Local Area Networks (LANs)/Wide Area Networks (WANs), TCP/IP, virtual machines, and/or server/network infrastructure</li> <li>• Responsibility for installation, configuration and administration of network routers and switches</li> <li>• Responsibility for installation of cable, wiring and related equipment for telephony and data interfaces and systems with communications functions</li> <li>• Execution of disaster recovery / back up procedures and archiving procedures</li> <li>• Responsibility for performance tuning, capacity planning, database administration, and fault management</li> </ul>	<ul style="list-style-type: none"> <li>• Network Engineer</li> <li>• Network Analyst</li> <li>• Infrastructure Specialist</li> </ul>
Service Support Analyst	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Technical assistance, support, and advice to end users for hardware, software, and systems</li> <li>• Hands-on technical and functional assistance to business and technical users</li> <li>• Remote technical and functional assistance to business and technical users</li> </ul>	<ul style="list-style-type: none"> <li>• Desktop Support Analyst</li> <li>• Help Desk Support Analyst</li> </ul>

Job Title	Description	Sample Role Types
Technical Writer	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Translating technical information into clear, concise documents to be used by technical and non-technical personnel</li> <li>• Developing and/or maintaining the following types of documentation: communications for diverse stakeholder groups; system documentation and release notes; user manuals and training guides; installation guides; computer operations and program maintenance manuals; plans for training, testing, quality assurance, and contingency operations; backup, recovery and restart procedures; proposals, presentations, reports, standard operating procedures (SOP), policies and procedures</li> <li>• Editing of special reports or any other deliverables and documents</li> </ul>	<ul style="list-style-type: none"> <li>• Technical Writer</li> </ul>

Table 7: Standard Job Titles

### C.1.2 SAP JOB TITLES

Job Titles define the key activities, responsibilities, and/or capabilities associated with a given role. SAP Job Titles are portable across multiple roles and but specific for SAP technological needs within the State.

Job Title	Description	Sample Role Types
SAP Business Analyst	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Managing business analysis work or projects with distinct deliverables to a solution</li> <li>• Identifying and documenting business processes, issues, value levers, metrics, and capabilities</li> <li>• Collecting, organizing, and analyzing data</li> <li>• Completing analysis and documentation of as-is capabilities</li> <li>• Conducting interviews to gather business requirements</li> <li>• Conducting industry, competitive and State analyses (strategic, financial, operational), business case development, as well as market research for benchmarking</li> <li>• Supporting required SAP go-live activities, including conversion, support desk, site support, training delivery, logistics management, etc.</li> <li>• Performing PMO activities related to project time tracking, work plan updates, status reporting, service metric reporting, and related project administration tasks</li> </ul>	<ul style="list-style-type: none"> <li>• Business Analyst</li> <li>• Functional Analyst</li> <li>• Solution / Business Architect</li> <li>• Work Stream Lead</li> <li>• Deployment Lead</li> </ul>
SAP Technical Architect	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Reviewing current technical infrastructure and design and to identify risks and opportunities</li> <li>• Executing technical analysis recommendations to reduce risk and increase technical capabilities</li> <li>• Performance tuning, including system optimization, table sizing, memory and CPU optimization, and utilization of systems in the portal, business intelligence and ERP environments</li> <li>• Long-term support of SAP infrastructure, technologies, and functionality, including include services to upgrade system configuration and functionality due to an SAP system or release upgrade</li> </ul>	<ul style="list-style-type: none"> <li>• Technical Architect</li> <li>• Enterprise Architect</li> </ul>
SAP Developer / Programmer	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Writing custom SAP code using ABAP or JAVA language to satisfy business requirements</li> <li>• Establishing SAP software settings to support specific business rules, validations, and default values</li> <li>• Long-term support of SAP infrastructure, technologies, and functionality, including services to upgrade system configuration and functionality due to an SAP system or release upgrade</li> </ul>	<ul style="list-style-type: none"> <li>• Developer</li> <li>• Programmer</li> <li>• Systems / Software Engineer</li> <li>• Web Developer</li> <li>• Application Developer</li> </ul>

Job Title	Description	Sample Role Types
SAP Specialist	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Guidance and leadership in the usage and support of SAP development platforms, technical architectures, or business applications and products that run on those platforms, beyond that of a Developer / Programmer</li> <li>• Understanding and knowledge of SAP development and architecture that serves as a strong base for technical expertise in a specific SAP product or program</li> <li>• Areas of usage can include, but are not limited to: strategy and process development, archiving and backup, configuration, security, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Technical Specialist</li> <li>• Product Specialist</li> <li>• System Specialist</li> </ul>
SAP System Administrator	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Responsibility for operations and troubleshooting of SAP system environments, including day-to-day support for security processes</li> <li>• Administration of the SAP system, including installations, upgrades, patches, database management, performance tuning, sizing / load balancing, support and connectivity, server backup and security</li> <li>• Installation, configuration, and support in the areas of Basis, Portal, and Security</li> <li>• System monitoring using Solution Manager, analysis of system logs and identification of potential issues with computer systems; troubleshooting of reported problems with SAP support team</li> <li>• Translation of functional requirements into technical design for security roles</li> <li>• Development, maintenance and enforcement of security policies and procedures aligned with best practices and leads other process improvement initiatives</li> <li>• Management of user accounts / profiles / authorizations, single sign-on, LDAP group and EP role assignments including assessing portal pages in SAP and all related components</li> </ul>	<ul style="list-style-type: none"> <li>• System Administrator</li> <li>• Basis Administrator</li> <li>• Portal Administrator</li> <li>• Security Administrator</li> </ul>

Table 8: SAP Job Titles

### C.1.3 IBM CURAM JOB TITLES

Job Titles define the key activities, responsibilities, and/or capabilities associated with a given role. IBM Cúram Job Titles are portable across multiple roles and but specific for IBM Cúram technological needs within the State.

Job Title	Description	Sample Role Types
Cúram Business Analyst	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Managing IBM Cúram business analysis work or projects with distinct deliverables to a solution</li> <li>• Identifying and documenting business processes, issues, value levers, metrics, and capabilities</li> <li>• Identifying approaches to satisfy business requirements by conducting detailed analysis and technical design of one or more program areas, in support of implementation of a comprehensive case management solution utilizing the Cúram Business Application Suite</li> <li>• Utilizing knowledge of the Cúram software product to: conduct and document gap analysis, identify evidence needed to support requirements, develop business and functional requirements specifications, assist with designing the business solution, and assist with user acceptance testing</li> <li>• Interpreting technical concepts to both technical personnel and non-IT business users and summarize and convey technical issues and problems identified</li> <li>• Conducting industry, competitive and State analyses (strategic, financial, operational), business case development</li> <li>• Supporting required system go-live activities, including conversion, support desk, site support, training delivery, logistics management, etc.</li> <li>• Performing PMO activities related to project time tracking, work plan updates, status reporting, service metric reporting, and related project administration tasks</li> <li>• Utilization of preferred background in the Medicaid Program</li> </ul>	<ul style="list-style-type: none"> <li>• Business Analyst</li> <li>• Functional Analyst</li> <li>• Solution / Business Architect</li> <li>• Work Stream Lead</li> <li>• Deployment Lead</li> </ul>

Job Title	Description	Sample Role Types
Cúram Developer / Programmer	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Development and enhancement of Cúram application based on established design specifications</li> <li>• Point of contact on site for development-related questions and issues that arise which cannot be addressed by a technical consultant</li> <li>• Leading functional and detailed requirement development, code development, Joint Application Development (JAD) sessions, functional and detailed design, and life cycle management for the implementation of NC FAST</li> <li>• Business and workflow process modeling, and business reengineering using Cúram</li> <li>• Implementing configuration changes to Cúram and other applications to meet both functional and technical requirements</li> <li>• Unit testing applications and developing system and user documentation</li> <li>• Long-term support of Cúram infrastructure, technologies, and functionality, including services to upgrade system configuration and functionality due to an Cúram system or release upgrade</li> <li>• Utilization of relevant skills, including the use of COTS Cúram Enterprise Framework Components, Cúram Intelligent Evidence Gathering (IEG2), Cúram Express Rules (CER), Oracle, use of XML technology in Cúram, Cúram Evidence Framework, Subversion, and WebSphere</li> <li>• Development of recommendations to effectively report data of mid to high level complexity related to varied business metrics and for designing, coding, testing, debugging, and documenting reporting solutions, while enhancing existing reports to ensure that solutions continue to meet business needs</li> <li>• Reports Developers: SQL scripting and relational database modeling</li> </ul>	<ul style="list-style-type: none"> <li>• Developer</li> <li>• Programmer</li> <li>• Systems / Software Engineer</li> <li>• Web Developer</li> <li>• Application Developer</li> </ul>

Job Title	Description	Sample Role Types
Cúram Architect	<p><b>Provides services including, but not limited to:</b></p> <ul style="list-style-type: none"> <li>• Responsibility for translating the business and functional requirements into specific system, application and process designs</li> <li>• Defining the architecture for use in a large scale Cúram implementation and guide implementation in the correct use of the Cúram Framework</li> <li>• Acting as the technical reference for Cúram-related design, development, testing, and deployment knowledge while providing technical input to estimate the functional scope</li> <li>• Guidance during quality reviews of project deliverables</li> <li>• Guidance and / or development of Cúram artifacts including: Cúram Rose Meta-model, design documents, Java Server code, UIM screen definitions, Message / Code Table / Data Manager files, Cúram Server, Workstation database and Coding documentation</li> </ul>	<ul style="list-style-type: none"> <li>• Application Architect</li> <li>• Solution Architect</li> </ul>

Table 9: IBM Cúram Job Titles

## C.2 – SKILL LEVELS

Skill Levels define the level of expertise and/or experience necessary in the key skills or technologies for a given role.

Level	Typical Experience*	Typical Skills
<b>Junior</b>	12 – 36 Months	Individual is able to work successfully with guidance; cannot provide leadership to others; able to manage simple to medium complexity work efforts
<b>Mid-Level</b>	36 – 60 Months	Individual is able to work without assistance; can provide limited leadership to others; able to manage medium complexity work efforts; may have industry experience
<b>Senior</b>	60 – 84 Months	Individual is able to work without assistance; can provide leadership for others; able to manage complex work efforts; may have advanced education; may have deep industry experience
<b>Expert</b>	84+ Months	Individual is able to work without assistance; can provide leadership for others; able to manage highly complex work efforts; may have advanced education; may have extensive industry experience

Table 510: Skill Levels for Job Titles

\*Typical Experience is representative of the Skill Level, and has the potential to be adjusted, based on the role being filled. State Agencies will use their best judgment in defining the Skill Level that is most appropriate for their given role when creating a task order.

## C.3 – TECHNOLOGY SKILL DEMAND

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### C.3.1 TECHNOLOGY SKILL DEMAND LEVEL LIST

The Technology level List defines the level of market demand for the key skills or technologies associated with a given role. Vendors may submit additions to this list during the question and answer period if such offers greater value to the State.

#### C.3.1.1 Normal Technology Skill Level

Technologies and skills of a low to normal technical level, and/or there is a high supply and low demand for resources with the technology or skill. Sample technologies listed below.

.NET, ASP	CCMA - Check Point Certified Master Architect
802.1p	CCMSE -Check Point Certified Managed Security Expert
802.1x	CCMSE Plus VSX - Check Point Certified Managed Security Expert Plus VSX
Access	CCNA (Cisco Certified Network Associate)
Accessibility Standards (MacroMedia)	CCNA Security (Involves Implementing Cisco IOS Network Security)
Active Directory Administration for large enterprise	CCNA Voice (Involves Implementing Cisco IOS Unified Communications)
ActiveX	CCNA Wireless (Implementing Cisco Unified Wireless Networking Essentials)
AD authentication using Radius, VP, secure remote access, 2-factor	CCNP (Cisco Certified Network Professional)
Administering AD delegated permissions, object types, GPO, local, universal and global	CCSA - Check Point Certified Security Administrator
Administering W2K3 DC, GCs, schema, trusts, replication	CCSP (Cisco Certified Security Professional)
Administering Windows 2008 DC, GCs, schema, trusts, replication	CCSPA -Check Point Certified Security Principles Associate
ADO .Net end to end solution development	CCVP (Cisco Certified Voice Professional)
Adobe Acrobat	Check Point Appliances
Advanced SQL	Check Point Firewall and VPN
AJAX	Check Point Intrusion Detection & Prevention
Anti-malware report scripting	Check Point Remote Access
Anti-Virus (AV)	Check Point Security Virtualization
Apple Mac OS X Client	Check Point Unified Threat Management
Application Access and Authentication	CICS
ASP.Net	CIFS
AWK Scripting	Cisco ACS
Basic SQL	Cisco Firewalls
BGP	Cisco Routers and Switches
BIND (Berkeley Internet Name Domain)	Cisco VPN
Brocade SAN Switch installation, configuration, administration, EFCM	Citrix Support
C	CLI Scripting
C# .Net end to end solution development	Client Certificates/SSL/TLS Architecture
C++	Client VPN
CA Clarity	Clientless VPN
CA SiteMinder	COBOL
CA\Concord Network Health	ColdFusion
CA1	Com/COM +/- DCOM
CAD	CompTIA A+ Certification
CCDP (Cisco Certified Design Professional)	CompTIA Network+ Certification
CCIP (Cisco Certified Internetwork Professional)	

CompTIA Security+ Certification  
Concord Network Health  
CPCS - Connectra - Check Point Certified Specialist -  
Connectra  
CPCS - Integrity - Check Point Certified Specialist -  
Integrity  
CPCS - InterSpect - Check Point Certified Specialist -  
InterSpect  
CPCS - IPS-1 - Check Point Certified Specialist - IPS-1  
CPCS - Pointsec - Check Point Certified Specialist -  
Pointsec  
CPCS - Pointsec PC - Check Point Certified Specialist -  
Pointsec PC  
Crystal Reports  
Crystal Reports Designer  
CSS  
CSSA - Certified SonicWALL Security Administrator  
Data Confidentiality  
Data Integrity and Authentication  
Data Modeling  
Data replication, migration techniques  
Database - Mainframe  
database concepts and SQL commands  
DB2  
DC/DB2  
DreamWeaver  
EMC – ECC (EMC Control Center)  
EMC Centera, Celerra disk configuration and  
administration  
Encryption  
Encryption methods (SSL, PKI)  
Endpoint patch management  
ESRI GIS  
Etherchannel  
Experience automating tasks to schedule tasks,  
auditing, monitoring and logon/logoff.  
Experience with Data Center N-Tier network designs  
and server communication  
Experience with DFS  
Experience with network routing, TCP/IP, subnets,  
network security and AD related ports and protocols  
Experience with SIDHistory using ADMT or an  
equivalent migration tool  
Extreme Networks Management Tools  
Extreme Networks Operating Systems  
Extreme Networks Security Products  
Extreme Networks Switching Products  
Extreme Networks Wireless Products  
Financial Documentation  
Finjan Administration  
Firewalls  
Forensic Analysis  
Foundstone

FrontPage  
FTP  
Google Search Appliance Architect  
Graphics Design (Firefox, Photoshop, Paint Shop Pro  
GRE  
Hardware Installation/Implementation  
Host server security and configurations  
HP Openview  
HP PPM  
HP Quality Center Specialist  
HP Switches  
HTML  
HTTP & HTTPS  
HVAC, Environmental Controls  
IBM – TPC (TotalStorage Productivity Center)  
IBM 4000, 8000, 800 disk series –configuration,  
administration and utilities  
IBM Rational  
IBM TSM – backup and recovery installation,  
configuration, administration  
IGMP  
IIS  
Imaging Systems (including Onbase, Docuware,  
FileNet)  
Incident Response Analyst  
Informix  
Integrating authentication methods such as Linus,  
UNIX with Microsoft Windows Active Directory using  
LDAPS, Kerberos  
Intermediate SQL Query Development  
Internet Access Troubleshooting  
Internet Proxy Administration  
Internet Proxy Design and Implementation  
IP Address Management  
IPS  
ISPF/PDF  
ITIL  
Java  
Java Script  
Java Server Pages  
JCL Scripting  
JES2 Commands  
Juniper Firewall/IPSec VPN Devices  
Juniper Network Management System  
Juniper Networks Intrusion Prevention  
Juniper Screen OS  
JUNOS and JUNOSE  
LAN-Level Network Troubleshooting  
Linux Administration  
Linux Scripting  
ListServe  
Load Balancing  
Load Runner

Lotus Notes or GroupWise to Exchange migration experience  
Master CSSA - Master Certified SonicWALL Security Administrator  
McAfee Epolicy Orchestrator Administration  
McAfee Epolicy Orchestrator Design & Implementation  
Microsoft Access  
Microsoft Certified IT Professional or equivalent  
Microsoft Certified Technology Specialist or equivalent (Any Area)  
Microsoft DHCP  
Microsoft DNS  
Microsoft Excel  
Microsoft Exchange messaging systems  
Microsoft Office & Project  
Microsoft Outlook Client  
Microsoft PowerPoint  
Microsoft Project  
Microsoft Server technologies  
"Microsoft Sonic Wall Content Security Management"  
"Microsoft Sonic Wall SSL-VPN Secure Remote Access"  
Microsoft SQL Server 2008 or equivalent  
Microsoft TMG Administration  
Microsoft Visio  
Microsoft WINS  
Microsoft Word  
MPLS  
MS .Net Framework  
MS Exchange (2007, 2003)  
MS Project  
MS Project Server  
MS SQL Server - stored procedure, function, package, trigger and view development  
MS SQL Server Database Administration  
Multi Link Trunking - LACP  
MySQL  
NCDS - BCM50 Rls. 3.0 & BCM200/400 Rls. 4.0 Sales Engineering (Nortel)  
NCDS - BCM50 Rls. 3.0, BCM200/400 Rls. 4.0 & BCM450 Rls. 1.0 Sales Engineering (Nortel)  
NCDS - CallPilot Rls. 5.0 Engineering (Nortel)  
NCDS - Carrier VoIP Solution Engineering & Performance (Nortel)  
NCDS - Communication Server 1000 Rls. 5.0 Networking Design (Nortel)  
NCDS - Contact Center Rls. 6.0 (Nortel)  
NCDS - Nortel Converged Campus ERS Solution  
NCDS - Nortel VPN Router Rls. 7.0 Solutions  
NCDS - Nortel WLAN 2300 Rls. 6.0 Planning & Engineering

NCSE - CallPilot Rls. 5.0 Networking, Upgrades, & Troubleshooting  
NCSE - Communication Server 1000 Rls. 5.0 - BCM Rls. 4.0 Multi-site Integration (Nortel)  
NCSE - Communication Server 1000 Rls. 5.0 Installation & Troubleshooting (Nortel)  
NCSE - Ethernet Switching (Nortel)  
NCSE - Nortel Converged Campus ERS Rls. 4.x/5.x Advanced Configuration & Maintenance  
NCSE - Nortel Unified Communications - Converged Office for CS 1000 Rls. 5.x Configuration  
NCSE - Nortel VPN Router Rls. 7.0 Advanced Configuration & Management  
NCSS - BCM50 Rls. 3.0 & BCM200/400 Rls. 4.0 Installation, Configuration & Maintenance (Nortel)  
NCSS - BCM50 Rls. 3.0 Installation & Initial Configuration (Nortel)  
NCSS - BCM50 Rls. 3.0, BCM200/400 Rls. 4.0 & BCM450 Rls. 1.0 Installation, Configuration & Maintenance (Nortel)  
NCSS - CallPilot Rls. 5.0 Installation and Configuration (Nortel)  
NCSS - CallPilot Rls. 5.0 System Administration (Nortel)  
NCSS - Carrier Ethernet Operations (Nortel)  
NCSS - Carrier VoIP Border Control Point Overview, Configuration and Datafill (Nortel)  
NCSS - Carrier VoIP Communication Server 2000 Compact (Nortel)  
NCSS - Carrier VoIP Communication Server 2000 XA-Core (Nortel)  
NCSS - Carrier VoIP Integrated Element Management System (IEMS) Operations (Nortel)  
NCSS - Carrier VoIP Media Gateway 15000 Operations, Maintenance & Configuration (Nortel)  
NCSS - Communication Server 1000 Rls. 5.0 Database Administrator (Nortel)  
NCSS - Communication Server 1000 Rls. 5.0 Installation & Commissioning (Nortel)  
NCSS - Communication Server 2100 SE08/SE09 (Nortel)  
NCSS - Contact Center Manager Rls. 6.0 Installation & Maintenance (Nortel)  
NCSS - Contact Center Manager Rls. 6.0 Technical Support (Nortel)  
NCSS - Contact Center Multimedia Rls. 6.0 (Nortel)  
NCSS - Contact Center Rls. 6.0 Application Developer (Nortel)  
NCSS - Enterprise Network Management System Rls. 10.4 (Nortel)  
NCSS - MCS 5100 Rls. 4.0 Commissioning & Administration (Nortel)  
NCSS - Meridian SL-100 Maintenance (Nortel)

NCSS - MPS 500 Rls. 3.0 Application Developer (Nortel)  
NCSS - MPS 500 Rls. 3.0 Operations & Maintenance (Nortel)  
NCSS - MPS 500 Rls. 3.0 Technical Support (Nortel)  
NCSS - Multiservice Switch 7000/15000/20000 Operations and Maintenance (Nortel)  
NCSS - Nortel Application Switch Rls. 24.x Configuration & Administration  
NCSS - Nortel Communication Control Toolkit Rls. 6.0  
NCSS - Nortel Converged Campus ERS Installation & Configuration  
NCSS - Nortel Secure Router Rls. 10.1 Configuration & Management  
NCSS - Nortel Software Communication System 500 Rls. 2.0 Configuration  
NCSS - Nortel VPN Gateway Rls. 7.0 Configuration & Management  
NCSS - Nortel VPN Router Rls. 7.0 Configuration & Management  
NCSS - Nortel Wireless Mesh Network Rls. 3.0 Implementation & Management  
NCSS - Nortel WLAN 2300 Rls. 6.0 Implementation & Management  
NCSS - Optical Metro 3500 Operations and Maintenance (Nortel)  
NCSS - Optical Multiservice Edge 6500 Operations and Maintenance (Nortel)  
NCSS - Symposium Express Call Center (Nortel)  
NCSS - Symposium Express Call Center Installation and Maintenance (Nortel)  
NCTE - Converged IP Networks (Nortel)  
NCTE - Nortel Advanced Data Networking Technology  
NCTS - Converged IP Telephony Solutions (Nortel)  
NCTS - Nortel Data Networking Technology  
NCTS - Nortel Unified Communications Solutions: Business & Technology Fundamentals  
NCTS - Real-Time Networking (Nortel)  
Netscout Performance Manager  
Netscout Sniffer & InfiniStream  
Netview  
Netview AOC  
Network General Sniffer Enterprise Visualizer  
Network General Sniffer InfiniStream  
Network load balancing/distribution methods  
Networking skills (IP addressing and protocols)  
Nortel Application Switching & Optimization  
Nortel Ethernet & Metro Routing Switches  
Nortel Firewalls  
Nortel Multiservice Switches  
Nortel Network Management  
Nortel Optical Ethernet  
Nortel Optical Switches

Nortel Secure Routers and Switches  
Nortel Site Manager Operation & Administration  
Nortel Switches  
Nortel VPN  
NSRP  
Omegamon/Omegaview  
Open Distributed Transaction Integration, Data Transformation Services  
Oracle  
Oracle Database Administration  
Oracle PeopleSoft  
OSPF  
PAGP  
Performance Analysis  
PERL  
PIM  
Planview  
POE  
Pointsec Admin  
PowerBuilder  
PowerShell  
Primavera  
Print Server - IPM  
Print Server - Qdirect  
Product Specialist: Microsoft Operations Manager  
Product Specialist: Microsoft System Center  
Operations Manager  
Protocol Analysis  
Proxy Report Scripting  
QOS  
Quick Test Professional  
Radius  
Reporting tools  
RIP  
Routers and Switches  
SCCM Administration  
Script writing (Perl)  
SDSF  
Security Product Evaluator  
SED Scripting  
Servergraph – installation, configuration, reporting  
Servlets  
Shell Scripting  
Site Assessment/Survey Activity  
SNMP  
SOA (Service Oriented Architecture)  
SOAP  
Software Integrity  
Software Package Development  
Sonic Wall Content Security Management  
Sonic Wall E-Class Solutions  
Sonic Wall Endpoint Security  
"Sonic Wall SSL-VPN Secure Remote Access

"	
Sonic Wall UTM / Firewall / VPN	VB/batch scripting
Spanning Tree	VB6
SQL	Version Control
SQL Query Development	Video Conferencing
SQL Server	Viewpoint
SSH	Virtual Private Network (VPN)
SSL VPN	VISIO, CADD
SSLVPN	Visual Basic
Sun Directory Proxy Server	Visual Basic Scripting
Sun Directory Server	Visual FoxPro
Support and Maintenance of 1 - 5,000 Network Endpoints	Visual SourceSafe
Support and Maintenance of 5,001 - 10,000 Network Endpoints	Visual Studio .Net
SurfControl Administration	VLAN
SurfControl Report Scripting	Vlan Tagging - 802.1q
SurveyGizmo	VMware Network Support
Sybase	VOIP
Sygate Admin	VPN Devices
Syslog	VRRP
Sysprep	WAN-Level Network Troubleshooting
System Center (SMS)	Web development tools (Dream Weaver, FrontPage)
System/Middleware security	Web Services
TCP/IP	Websense Administration
Technical Documentation	Websense Report Scripting
Technical Writing	Windows Scripting
Telnet	Windows Services end to end solution development
Terminal Networking	Windows Vista/7 Imaging and Advanced Administration
TFTP	Windows XP Imaging and Advanced Administration
Trusted credentials	WLAN - 802.11a/b/g
TSO	WLAN - 802.11a/b/g/n
TWS	WLAN - 802.11n
Unisys - ECL/WFL	Xen Desktop
UNIX Administration	XML
UNIX command line	XML website development
UNIX Scripting	XSLT website development
	X-Windows
	z/OS Console Commands

### C.3.1.2 High Technology Skill Level

Technologies or skills of a high technical level, and/or the technology is new, and/or there is a low supply and a high demand for resources with the technology or skill. Sample technologies listed below.

Adobe Forms Developer	Aruba Certified Mobility Expert (ACMX)
AIX	Assembler
Apache	Audit and event logging
Apple Mac OS X Server	Backup capacity planning
ARC GIS	Backup/recovery capacity planning

Backup/recovery infrastructure design  
Business Object Enterprise Architect  
Capacity Planning  
CCDA (Cisco Certified Design Associate)  
CCIE (Cisco Certified Internetwork Expert)  
CCSE - Check Point Certified Security Expert  
CCSE Plus - Check Point Certified Security Expert Plus  
Certified Information Systems Security Professional (CISSP)  
CIM  
Cisco IOS  
Cisco VSS  
Data Warehouse  
Design, planning & implementation for large-scale Active Directory  
DRUPAL  
EMC – Avamar administration, configuration  
Endpoint Security Design & Implementation Exchange  
Extract, Transform, Load (ETL)  
Finjan Appliances  
Hitachi Data Systems Diligent ProtecTier  
HPUX  
Hyperion  
IBM AIC Network Installation Manager  
IBM AIX Cluster Manager (clstrmgr)  
IBM AIX Cluster Resource Manager  
IBM AIX Cluster Systems Management (CSM)  
IBM AIX Extreme Cluster Administration Toolkit version 2  
IBM AIX File system management tasks  
IBM AIX Geographic Logical Volume Manager (GLVM)  
IBM AIX HMC - Hardware Management Console  
IBM AIX Integrated Virtualization Manager (IVM)  
IBM AIX Object Data Manager (ODM)  
IBM AIX PowerVM Enterprise Edition  
IBM AIX Resource Monitoring and Control (RMC)  
IBM AIX Security Expert (aixpert)  
IBM AIX Software Vital Product Data (SWVPD) database  
IBM AIX System Management Interface Tool (SMIT)  
IBM AIX System Planning Tool (SPT)  
IBM AIX System Resource Controller (SRC)  
IBM AIX Systems Director  
IBM AIX The Logical Volume Manager (LVM)  
IBM AIX The Virtual Memory Manager (VMM)  
IBM AIX Web-based System Manager  
IBM AIX Workload Manager (WLM)  
IBM AIX Workload Partitions Manager  
IBM AIX High Availability Cluster Multi-Processing (HACMP)  
IBM Cúram  
IBM SAN management utilities  
IBM SVC (SAN volume controller)  
IBM tape library administration  
IHS  
Interwoven  
Interwoven Teamsite  
Interwoven Technical Design & Implementation  
Intrusion Detection (IDS)/Intrusion Prevention (IPS) systems  
IPV6  
iSCSI  
iSCSI, NFS, CIFS  
JAWS Screen Reader Tester  
JBOSS  
JNCIA-AC (Juniper Networks Certified Internet Associate)  
JNCIA-DX (Juniper Networks Certified Internet Associate)  
JNCIA-ER (Juniper Networks Certified Internet Associate)  
JNCIA-EX (Juniper Networks Certified Internet Associate)  
JNCIA-FWV (Juniper Networks Certified Internet Associate)  
JNCIA-IDP (Juniper Networks Certified Internet Associate)  
JNCIA-M (Juniper Networks Certified Internet Associate)  
JNCIA-SSL (Juniper Networks Certified Internet Associate)  
JNCIE-ER (Juniper Networks Certified Internet Expert)  
JNCIE-M (Juniper Networks Certified Internet Expert)  
JNCIP-M (Juniper Networks Certified Internet Professional)  
JNCIS-ER (Juniper Networks Certified Internet Specialist)  
JNCIS-ES (Juniper Networks Certified Internet Specialist)  
JNCIS-FWV (Juniper Networks Certified Internet Specialist)  
JNCIS-FWV (Juniper Networks Certified Internet Specialist)  
JNCIS-M (Juniper Networks Certified Internet Specialist)  
JNCIS-SSL (Juniper Networks Certified Internet Specialist)  
Juniper IOS  
Juniper Network Security Manager  
Juniper Networks Certified Internet Associate (JNCIA-FWV)  
Juniper SSL VPN Devices  
LDAP  
MapInfo products

Master CSSA - Master Certified SonicWALL Security Administrator  
McAfee Network Security Manager Administration  
McAfee Network Security Platform  
Message Broker  
Microsoft Azure  
Microsoft SharePoint  
Microsoft SQL Reporting Services  
Microsoft SQL Server 2008 - Expert Level  
Microsoft System Center Configuration Manager 2007  
Microsoft TMG D & I  
Microsoft Vista Certification  
MQ  
MS Clustering  
MS Hyper-V  
MS SQL Development /Architecture  
MSI Editing  
Multicast - IGMP  
NAC - 802.1x  
NCDE - CallPilot Rls. 5.0 Unified Messaging (Nortel)  
NCDE - Communication Server 1000 Rls. 5.0 Applications Engineering (Nortel)  
NCDE - Ethernet Switching (Nortel)  
NCDE - Nortel Unified Communications - Converged Office for CS 1000 Rls. 5.x Planning & Engineering  
NetScaler  
Network and Perimeter security  
NFS  
NIS  
Nortel Intrusion Prevention  
Nortel Network Access Control  
Oracle Business Intelligence Suite Enterprise Edition Plus (OBIEE)  
Oracle Enterprise Taxation Management (ETM)  
Oracle Integrator  
Oracle Middleware  
Patch Management for Win, AIX, Solaris, HPUX, Linux  
PeopleTools Upgrades and Patches  
Performance Monitoring AIX  
Performance Monitoring Windows Server  
Performance Analysis  
Performance Monitoring HPUX  
Performance Monitoring LINUX  
Performance Monitoring Solaris  
Ping Federate  
Pointsec Administration  
Product Specialist Business Intelligence and Reporting Tools (BIRT) implementation and report writing.  
Product Specialist IBM Tivoli Application Dependency Discovery Manager  
Product Specialist IBM Tivoli Composite Application Manager for Response Time Tracking (RTT)

Product Specialist IBM Tivoli Composite Application Manager for Service Oriented Architecture (SOA)  
Product Specialist IBM Tivoli Composite Application Manager for Websphere Application Server (WAS)  
Product Specialist IBM Tivoli Configuration Manager  
Product Specialist IBM Tivoli Enterprise Console version 3.8 or higher  
Product Specialist IBM Tivoli Monitoring version 5.x  
Product Specialist IBM Tivoli Monitoring version 6.x  
Product Specialist IBM Tivoli NetCool (Network Management)  
Product Specialist IBM Tivoli NetCool/Impact  
Product Specialist IBM Tivoli NetCool/Omnibus  
Product Specialist IBM Tivoli Netview  
Product Specialist IBM Tivoli Omegamon XE for Messaging  
Product Specialist IBM Tivoli Provisioning Manager for Software  
Product Specialist IBM Tivoli Framework version 4.1 or higher  
Product Specialist: Precise I2  
Product Specialist: Precise I3  
Proxy Services including ISA  
QOS - 802.1p  
Redhat Linux  
Revenue Solutions Inc. (RSI)  
RSA  
RSA SecurID  
SAMBA  
SAN Administration  
SAP ABAP RICEFW  
SAP Advanced Planner and Optimizer (APO)  
SAP Basis Technology  
SAP Business Objects (BOBJ)  
SAP Business Planning & Consolidation (BPC)  
SAP Business Warehouse (BW)  
SAP Customer Relationship Management (CRM)  
SAP ERP Central Component (ECC)  
SAP Human Resource Management (HR)  
SAP Master Data Management (MDM)  
SAP Product Lifecycle Management (PLM)  
SAP Portal/XI/Netweaver  
SAP Production Revenue Accounting (PRA)  
SAP Supplier Relationship Management (SRM)  
SAP Vistex  
SAS  
Sun Identity Manager  
Support and Maintenance of 10,000 and Above Network Endpoints  
Sygate Administration  
Tuxego  
Veritas  
VMWare

VMWare ESX and ESXi

VOIP

VTL (Virtual Tape Library) configuration,  
administration

Watchguard Firebox® X Core e-Series

Watchguard Firebox® X Edge e-Series

Watchguard Firebox® X Peak e-Series

Watchguard WatchGuard SSL 500 & SSL 999

Watchguard XTM 10 Series

WebFocus

WebLogic/Oracle Application Server

Websphere

WebSphere Java Development

WebSphere Technical Design & Implementation

Window-Eyes Screen Reader Tester

Windows Servers

Wireless computing

WMI Scripting

Xen (Citrix)

XEN App (Citrix)

XEN Server (Citrix)

**ATTACHMENT D: VENDOR UTILIZATION OF WORKERS OUTSIDE THE U.S.**

In accordance with NC General Statute §147-33.97, the Vendor shall detail 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 please complete items 1 and 2 below:

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

**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

**c) The Vendor agrees any 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.**  YES  NO

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## **ATTACHMENT E: INSTRUCTIONS TO VENDORS**

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1. Proposals submitted electronically, or via facsimile (FAX) machine will not be accepted.
2. **EXECUTION:** Failure to sign under EXECUTION section will render proposal invalid.
3. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the second Execution Page of this document, Vendor's offer must be valid for one-hundred and eighty (180) days from the date of proposal opening.
4. **FAILURE TO MEET PROPOSAL REQUIREMENTS:** While it is not anticipated that the awarded Vendor will fail to meet the proposal requirements, if such should occur, the right is reserved to further evaluate the responses to this IFB and the State reserves the right to terminate the contract.
5. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word of phrase shall be read to include the plural and vice versa.
6. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System at the following web site: <https://www.ips.state.nc.us/IPS/Vendor/Vndrmess.asp>
7. **E-PROCUREMENT:** This is NOT an e-procurement solicitation.
  - General information on the e-procurement service can be found at <http://eprocurement.nc.gov/>
  - As of the IFB submittal date, the Vendor must be current on all e-Procurement fees. If the Vendor is not current on all e-Procurement fees, the State may disqualify the Vendor from participation in this IFB.
8. **E-VERIFY:** Pursuant to N.C.G.S. 147-33.95(g), 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.

## **ATTACHMENT F: GENERAL CONDITIONS FOR PROPOSALS**

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1. **READ AND REVIEW.** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person listed on the front page of this solicitation. Questions and clarifications must be submitted by personal delivery, fax or e-mail within the time period identified hereinabove.
2. **VENDOR RESPONSIBILITY.** The Vendor(s) will be responsible for investigating and recommending the most effective and efficient technical configuration. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor(s) must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying services, maintenance, warranties, value added services or other criteria identified herein.
3. **ORAL EXPLANATIONS.** The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this IFB with anyone other than the Agency contact or procurement officer named on Page One above may be grounds for rejection of said Vendor's offer. Agency contact regarding this IFB with any Vendor may be grounds for cancellation of this IFB.
4. **INSUFFICIENCY OF REFERENCES TO OTHER DATA.** Only information that is received in response to this IFB will be evaluated. Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.
5. **CONFLICT OF INTEREST.** Applicable standards may include: N.C.G.S. §§ 147-33.100, 14-234, 133-32. The Vendor shall not knowingly employ, during the period of this contract, 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.
6. **EFFECTIVE DATE.** This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing Vendor for goods provided nor services rendered prior to the appropriate signatures and the arrival of the effective date of the Contract. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.
7. **RECYCLING AND SOURCE REDUCTION.** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.
8. **HISTORICALLY UNDERUTILIZED BUSINESSES.** Pursuant to General Statute 143-48, 143-128.4 and Executive Order #13, the State invites and encourages participation in this procurement process by businesses owned by

minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://www.doa.nc.gov/hub/>

9. **CLARIFICATIONS/INTERPRETATIONS.** Any and all amendments or revisions to this document shall be made by written addendum from the IT Procurement Office. Vendors may call the purchasing agent listed on the first page of this document to obtain a verbal status of contract award. If either a unit price or extended price is obviously in error, and the other is obviously correct, the incorrect price will be disregarded.
10. **RIGHTS RESERVED.** While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:
  - a. waive any formality;
  - b. amend the solicitation;
  - c. cancel or terminate this IFB;
  - d. reject any or all proposals received in response to this document;
  - e. waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
  - f. if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
  - g. not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
  - h. if all responses are deficient, determine whether Wavier of Competition criteria may be satisfied, and if so, negotiate with one or more Vendors.
11. **CO-VENDORS.** Vendors may submit offers as partnerships or other business entities. Such partners or other "co-Vendors", if any, shall disclose their relationship fully to the State. The State shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean all such partners or co-Vendors.
12. **SUBMITTING A PROPOSAL.** Each vendor submitting a proposal warrants that:
  - a. The proposal is based upon an understanding of the specifications and requirements described in this IFB.
  - b. Costs for developing and delivering responses to this IFB and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their proposals.
13. All materials submitted in response to this IFB become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and Vendor resulting from this IFB process.
14. A proposal may not be unilaterally modified by the Vendor for a one-hundred eighty (180) day period following the delivery of the proposal, or of any best and final offer.
15. **Non-Responsive Bids:** Vendor bid responses will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:
  - "This bid does not constitute a binding offer",
  - "This bid will be valid only if this offer is selected as a finalist or in the competitive range",
  - "The vendor does not commit or bind itself to any terms and conditions by this submission",
  - "This document and all associated documents are non-binding and shall be used for discussion purposes only",

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- “This bid will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties”, or
- A statement of similar intent.

## **ATTACHMENT G: NORTH CAROLINA TERMS AND CONDITIONS FOR SERVICES**

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1) **Definitions: As used herein;**

- a) Purchasing State Agency or Agency shall mean the Agency purchasing the goods or services.
- b) Services or Professional Services shall mean the tasks and duties undertaken by the Vendor to comply with the requirements and specifications herein relating to provision, installation or implementation of the solution, and/or training, as described herein. This is largely a services contract but may, to some extent, include ancillary goods Deliverables.
- c) State shall mean the State of North Carolina, the Office of Information Technology Services as an Agency or in its capacity as the Award Authority.

2) **Standards:** The applicable PCI standards shall apply to the provision of the Services as detailed herein. Vendor will provide and maintain a quality assurance system or program to insure only those Services that conform to the requirements of this Contract are provided to the State, as required:

- State or Federal Regulation, or
  - The Chief Information Officer's (CIO) policy or regulation.
- a) **Site Preparation:** Reserved.
  - b) **Goods Return:** Reserved.
  - c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only Services of the quality as defined by PCI rules and practices may be provided. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with such specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services or other Deliverables. Alternate or substitute Services or other Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, and performance will be equal or superior to the original Services or other Deliverables specified.

3) **Warranties:** As applicable, Vendor shall assign any applicable third party warranties for Deliverables to the Purchasing State Agency.

4) **Personnel:** Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency Contract Administrator. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract services provided by such personnel.

- a) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
- b) This contract shall not prevent Vendor or any of its personnel supplied under this Contract from performing similar services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
  - i. Such use does not conflict with the terms, specifications or any amendments to this Contract, or
  - ii. Such use does not conflict with any procurement law, regulation or policy or
  - iii. Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.

- 5) **Personal Services:** The State shall have and retain the right to obtain personal Services of any individuals providing Services under this Contract. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal Services, termination, default, merger, acquisition, bankruptcy or receivership of the Vendor to ensure continuity of Services provided under this Contract. Provided, however, that the Agency shall not retain or solicit any Vendor employee for purposes other than completion of personal Services due as all or part of any performance due under this Contract.
- a. Vendor personnel shall perform any duties on the premises of the State during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
  - b. The State has and reserves the right to disapprove the continuing assignment of Vendor personnel provided by Vendor under this Contract. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ best commercial efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure.
  - c. Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will provide suitable personnel at no additional cost to the State.
  - d. This Contract shall not prevent Vendor or any of its personnel supplied under this Contract from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
    - i. Such use does not conflict with the terms, specifications or any amendments to this Contract, or
    - ii. Such use does not conflict with any procurement law, regulation or policy, or
    - iii. Such use does not conflict with any non-disclosure agreement, or term thereof,
- 6) **Subcontracting:** The Vendor may subcontract the performance of required services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
- 7) **Vendor's Representation:** Vendor warrants that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive

representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- a) **Intellectual Property.** Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- b) **Inherent Services.** If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

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

- a. It is understood and agreed by both parties that all of the terms and conditions of this Contract shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from this Contract, nor in any manner amend or supersede any of the other terms or provisions of this Contract or any amendment hereto.
- b. Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to Vendor's personnel, an estimated time schedule for the provision of the Services by Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.
- c. All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations must be written and signed by Vendor and the State prior to beginning work.
- d. The State has the right to require Vendor to stop or suspend performance under the "Stop Work" provision of the General Terms and Conditions for Goods and Related Services.
- e. Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:

- i. Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
  - ii. Terminate the work authorization, or
  - iii. Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
- f. The State will notify Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or Services.

9) **Reserved.**

10) **The State will provide in a commercially reasonable manner:**

- a. Any special requirements in addition to the specifications herein shall be identified in a statement of work, made in writing, and annexed to the Contract, and
- b. Information, data, documentation, test data, and other items or materials necessary, in its opinion, to facilitate Vendor's performance of the Contract.
- c. Vendor shall provide written notice to the State of any contended delay or failure of the State under (a) or (b) above.

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

12) **Governmental Restrictions:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate this Contract and compensate Vendor for sums due under the Contract.

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. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B.1207, or other provision of law.

- 14) **Availability of Funds:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years, subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
- 15) **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later. The Purchasing State Agency is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency'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. Upon Vendor's written request of not less than 30 days and approval by the State or Agency, the Agency may:
- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
  - b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
  - c) 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 Contract obligations.
- 16) **Acceptance Criteria:** The State shall have the obligation to notify Vendor if any service or service delivery is not acceptable. The notice shall specify in reasonable detail the reason(s) the service is unacceptable. Should the services fail to meet any specifications or acceptance criteria the State may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code for goods as adopted in North Carolina. Services or Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of the State Agency within seven (7) calendar days of notification, unless otherwise agreed by the State Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.
- 17) **Equal Employment Opportunity:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 18) **Inspection at Vendor's Site:** The State reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.
- 19) **Advertising/Press Release:** The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the

Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.

- 20) **Confidentiality:** In accordance with 9 NCAC 06B.0103, 06B.0207 and 06B.1001, 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 appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type **"CONFIDENTIAL"**. By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. 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 agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. 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.
- a) **Care of Information:** Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure.
  - b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
  - c) **Nondisclosure:** Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
- 21) **Deliverables:** Deliverables, as used herein, shall comprise all project materials, including goods, software licenses, data, and documentation created during the performance or provision of services hereunder. Deliverables are the property of the State of North Carolina. Proprietary Vendor materials licensed to the State shall be identified to the State by Vendor prior to use or provision of services hereunder and shall remain the property of the Vendor. 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.

22) **Late Delivery, Back Order:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute Deliverables or services.

23) **Patent, Copyright, and Trade Secret Protection:**

- a) To the extent that any Vendor Technology is contained in any of the Deliverables, including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, non-exclusive license to use such Vendor Technology in connection with the Services or other Deliverables during the term of this Contract for the State's purposes.
- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, limited, non-exclusive license for Vendor's internal use to custom, non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.
- 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 or other Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied Services or Software Application, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded 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) Should any Services, Software Application or other Deliverable supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the Services, Software Application or other Deliverable, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, and in the sole opinion of the State, such unavailability of such infringing Deliverables, by injunction or otherwise, makes the use of the Services of the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge as provided under the Termination provisions of this Contract.
- e) 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 (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

24) **Access to Persons and Records:** Pursuant to N.C. Gen. Stat. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other Agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts

for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

- 25) **Assignment:** Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract 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 Contract. 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.
- 26) **Insurance Coverage:** During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract; and
  - b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
  - c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
  - d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.
- 27) **Dispute Resolution:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.
- 28) **Default:** In the event any Deliverable furnished by the Vendor during performance of any Contract term fails to conform to any material requirement 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 requirements of Paragraph 16) (Acceptance Criteria) herein, 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 Paragraphs 31) (Limitation of Vendor's Liability) and 32) (Vendor's Liability for Injury to Persons or Property) and the obligation to informally resolve disputes as provided in Paragraph 27) (Dispute Resolution) of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The State reserves the

right to require performance guaranties pursuant to 09 NCAC 06B.1207 from the Vendor without expense to the State. 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 Deliverables within the time required by this Contract, the State may provide written notice of said failure to Vendor, and by such notice require payment of a penalty.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- c) Vendor shall provide a plan to cure any default if requested by the State. The plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Vendor may deem necessary or proper to provide.

29) **Waiver of Default:** Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 34) herein below.

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

- a) The parties may mutually terminate this Contract by written agreement at any time.
- b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 28) (Default), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
  - iii. **Termination for Cause:** In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 31) (Limitation of Vendor's Liability) and 32) (Vendor's Liability for Injury to Persons or Property) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
  - iv. **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 Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

31) **Limitation of Vendor's Liability:**

- 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 Deliverables 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 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, in the performance of this Contract.
- 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, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Vendor's goods.

**32) 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 Deliverables 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 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, in the performance of this Contract.
- 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, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Vendor's goods.

**33) General Indemnity:** The Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, 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. The foregoing indemnification and defense by the Vendor shall be conditioned upon the following:

- a) The Agency shall give Vendor written notice within thirty (30) days after it has actual knowledge of any such claim(s) or action(s) filed; and
- b) The Vendor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Agency or State shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

**34) Change Process:** Vendor shall not be entitled to compensation for any services other than or in addition to the Services (as defined herein below) unless the change request process is followed, which process shall be proposed by Vendor in its response to this IFB, and an implementing change order for such other or additional services is issued and signed.

- a. The change request process, which shall apply to all proposed changes to the Services, shall contain the following concepts:
  - i. Any change order shall be executed by both Vendor's and the State's respective officers with appropriate level of signature authority.

- ii. Any additional or changed Services shall then be deemed "Services" and subject to the provisions of the Contract.
  - iii. In the event that the actual charges for any new Services pursuant to a change order exceeds either the fixed fee or "not to exceed" fee as set forth in a change order, Vendor shall be solely responsible for such excess costs.
- b. Routine changes made in the ordinary course of Vendor's provision of Services that are performed within the then existing resources used to provide Services and that do not affect service levels (such as, but not limited to, changes to operating procedures, schedules and equipment configurations) shall be made at no additional cost to the State.
- c. Notwithstanding anything to the contrary in the Contract regarding charges to the State:
  - i. to the extent that any change order can be accommodated within the existing level of resources then being used by Vendor to provide Services and without degradation to of existing service levels (unless otherwise agreed to by the State in writing), the charges payable by the State under the Contract shall not be increased; or
  - ii. to the extent the proposed change will lower Vendor's cost to provide Services thereafter, the applicable charges payable by the State shall be adjusted to take into account such projected cost savings as agreed upon in the change order by the Parties and the issuance of an implementing purchase order and any other necessary documentation by the State.
  - iii. any change in the amount due the Vendor from the State must be approved in accordance with the procurement practices, rules and procedures of the State.

**35) Stop Work Order:** At the discretion of OITS or a Purchasing Agency, any of the specific services purchased under this Contract may be canceled without affecting the remainder of the services provided for under the Contract.

- a. The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under this Contract for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The 90-day period may be extended for any further period for which the parties may agree.
- b. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Vendor, or within any extension of that period to which the parties agree, the State Shall either:
  - i. Cancel the Stop Work Order, or
  - ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or termination for convenience clause of this Contract.
- c. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - i. The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of this Contract, and
  - ii. The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

- d. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
  - e. The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued term.
- 36) **Price Adjustments for Term Contracts:** Price Adjustments for Term Contracts: Reserved. Changes in prices or costs quoted by Vendor may be permitted during the term of the Contract, but shall be subject to the requirements of this Paragraph, and any additional terms of the solicitation document. Permitted changes during the Contract period must be by reason of market change, and will be considered on an annual basis. The State reserves the right to monitor and/or validate market changes, either independently, or through the assistance of a third party.
- a. Notification: Vendor must provide written notification of any proposed pricing change to the Office of Information Technology Services not less than sixty (60) days prior to the desired effective date of any proposed price adjustment.
  - b. Decreases: The State shall receive full proportionate benefit of any decrease immediately upon the effective date at any time during the Contract period.
  - c. Increases: All prices and costs shall be firm against any increase for 365 days from the effective date of the Contract. After this period, a request for increase may be submitted with the State reserving the right to accept or reject the increase, or cancel the Contract. The State shall exercise this right not later than 30 days after the receipt by of a properly documented request for price increase. Any increases accepted shall become effective not earlier than 30 days after the expiration of the original 30 days reserved to evaluate the request for increase.
- 37) **Time is of the Essence.** Time is of the essence in the performance of this Contract.
- 38) **Date and Time Warranty:** The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.
- 39) **Independent Contractors:** Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.
- 40) **Transportation:** Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
- 41) **Notices:** Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.
- 42) **Titles and Headings:** Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
- 43) **Amendment:** This Contract 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 in conformance with Paragraph 34) herein.

- 44) **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 Contract. Applicable State or local sales taxes shall be invoiced as a separate item.
- 45) **Governing Laws, Jurisdiction, and Venue:**
- a) This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract 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 Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
  - b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.
- 46) **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 47) **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, including those of federal, state, and local agencies having jurisdiction and/or authority. In providing Services and Deliverables, and without limiting or modifying in any respect the Vendor's obligations, Vendor shall comply, and shall cause each of its employees and subcontractors to comply at all times, with State policies that are of general application to State contractors or that Vendor has otherwise agreed to, comply with, including, without limitation, the Statewide Information Security Manual and OITS Security Standards and Policies.
- 48) **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract 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 Contract 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.
- 49) **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.
- 50) **Electronic Procurement (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document):**
- a. Reserved
  - b. Reserved
  - c. The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or

State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

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

**51) Electronic Procurement (Applies only to Statewide Term Contracts):** Reserved.