AMENDMENT 920S IT SPECIALTY SERVICES CONTRACT (DIT 401105/400343-001)

THIS AMENDMENT is entered into by and between the **State of North Carolina Department of Information Technology (DIT)**, located at 3700 Wake Forest Road, Raleigh, NC 27609, and [Vendor], located at [Address] (Vendor), collectively known as the Parties.

The Parties acknowledge that they entered into a contract, ITS 400343-001 in October 2019 for the Vendor to provide IT Specialty Services, using Statements of Work, for the State of North Carolina IT Services Contract (**AGREEMENT**).

1. The Parties now agree to add the following IT Specialty Service categories to the contract Section 3.5 IT SERVICES SPECIFICATIONS:

a. Cloud Implementation Services and Cloud Integration Services (9)

This specialty area addresses the skills and disciplines required for Cloud Services from assessment, consulting, strategy planning, integration, mapping, and implementation needed to move State entities into a Cloud environment.

Prospective vendors in this group need to have knowledge and experience in one or more of the Cloud services listed below that may include but are not limited to:

Implementation and/or Planning;

Integration and/or Planning;

Migration and/or Planning;

System Assessments to Cloud; and

Cloud Platform Optimization Services and Planning.

The State has existing Cloud Services Provider contracts.

This contract is not for procurement of Cloud Services (SaaS), Licenses, Software, or Hardware.

b. ServiceNow Platform Support Services (10)

This specialty area addresses the skills and disciplines required for ServiceNow Platform services from assessment, consulting, strategy planning, workflow planning, integration, and implementation for the ServiceNow Platform.

Prospective vendors in this group need to have knowledge and experience in one or more of the Cloud services listed below that may include but are not limited to:

Implementation and/or Planning;

Integration and/or Planning;

Migration and/or Planning;

System Assessments to Cloud; and

Cloud Platform Optimization Services and Planning.

The State has an existing ServiceNow Platform contract. This contract is not for procurement of Hardware, ServiceNow Software or Licenses.

2. Also, the Parties now agree to change the Scope of Work (SOW) submittal process.

The Parties now agree that the using state agency, community colleges, institutions, counties, municipalities, public schools and other local governmental entities will be allowed to select five (5) pre-approved Vendors to receive their IT Services Scope of Work. One of the five (5) vendors must be a HUB vendor if there are HUB vendor in the category.

If there are no HUB vendors in the category the five (5) vendor requirement for receipt of the SOW remains.

The Vendors selected for receipt of the SOW will be the only Vendors allowed to respond with a Statement of Work for performance of the requested services.

The Scope of Work will be emailed to the five (5) selected vendors by the procuring entities.

- 3. The Parties now agree that the following language is deleted from the contract and will have no force or effect:
 - a. Section 1.0 INTENT, USE, DURATION AND SCOPE:
 - i. Subsection A, Intent, Paragraph 7:

"The State utilizes a Managed Services Provider (MSP), Computer Aid, Inc. (CAI) for the delivery of IT Supplemental Staffing and intends to utilize CAI and the Vendor Management System (VMS), PeopleFluent to process Statements of Work for IT services. Prequalified IT Service Providers will be managed cooperatively by the State and the MSP with the State having overall management and decision-making authority."

ii. Subsection B, Managed Services Provider Operating Model for State of North Carolina:

"North Carolina has established an updated IT Services Program and adopted a new operating model for procuring IT Services. Statement of Work (SOW) will be issued by individual agencies and will go through a Managed Services Provider (MSP) that will handle all administrative aspects of placing IT Services, 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 IT Services Providers. Administrative Fee - The State requires Vendors awarded individual Statements of Work to pay an administrative fee as part of the fixed fee. 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 a fixed rate for each IT Service on individual Statements of Work. Invoicing and payments to IT Services Providers will be consolidated through the MSP."

iii. Subsection C. Process: Multiple Vendors;

"The term "Security Assessment" is replaced with "Information Technology."

b. Section 5.0 DEPARTMENT OF INFORMATION TECHNOLOGY INSTRUCTIONS TO VENDORS:

"TIME FOR CONSIDERATION: The Vendor's Offer must be valid for ninety (90) days from the date of Offer opening."

- c. Section 6.0 GENERAL TERMS AND CONDITIONS FOR OFFERS
 - i. Subsection 1), DEFINITIONS, ACRONYMS AND REFERENCES, Sub-Subsection c.:
 "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)."
 - ii. Subsection 1), DEFINITIONS, ACRONYMS AND REFERENCES, Sub-Subsection e.: ": Invitation for Bid."
- 4. Moreover, the Parties now agree to exercise both remaining optional, one (1) year contract renewal terms, through and including September 30, 2024.
- 5. Furthermore, the Parties now agree to add three (3) optional one (1) year terms to the **AGREEMENT**.

If exercised the first optional one (1) year term will run from October 1, 2024, through and including September 30, 2025, the second optional term, if exercised, will run from

October 1, 2025, through and including September 30, 2026 and the third optional term, if exercised, will run from October 1, 2026, through and including September 30, 2027.

Except as modified herein, the **AGREEMENT** continues in effect as written and agreed.

Executed by authorized officials as of the day and date indicated below.

Executive Officer Signature

Date

Print Name

Executive Officer Title

NC Department of Information Technology

Signature

Date

Print Name

Title