

Memorandum from Purchasing Department

Letter of Instruction for RFP #251-21-501



To Prospective Parties


Thank you for your interest in the Wake County Public School System (WCPSS). Please review the following instructions prior to submitting your proposal:

- Wake County Public Schools is seeking to establish an ongoing process to ensure competitive pricing and high-quality technical services in the area of network support services. This request for proposals (RFP) is intended to start this process for these services. From responses received to this RFP, WCPSS hopes to select a vendor who can provide network support services at a favorable fixed monthly rate as well as installation, upgrade, and configuration services on a time and materials basis.
- All submittals must be organized and indexed according to the section number and required subject matter. The information contained in your submittal should be indexed and easily accessed by WCPSS. WCPSS is not required to seek clarification on any proposal that does not meet these minimum requirements.
- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposal or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- WCPSS will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.
- Please read carefully the section titled **CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS**. All questions should be directed to Kris Adams at kwadams@wcpss.net
- Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.
- In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.
- Submit one (1) signed, original executed proposal responses, along with 1 additional photocopy and 1 electronic copy (only flash drive) of your proposal simultaneously to the address identified below.

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate

envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

There will not be a public bid opening onsite due to COVID-19 restrictions. The link to the virtual bid opening is: Event address for attendees: <https://wcpss-events.webex.com/wcpss-events/onstage/g.php?MTID=e1061a17f65e240257627cf9562b2bdde>

 <p>Raleigh, NC 27610</p>	Request for Proposal: 251-21-501 HARDWARE FOR STUDENT DEVICES	
	Bids will be publicly opened: June 1, 2021 3:00 PM ET.	
	Contract Type: Agency Specific	
Refer ALL Inquiries to: Kris Adams Telephone No: 919-588-3457	Commodity: Services	
E-Mail: kwadams@wcpss.net	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	
(See page 2 for mailing instructions.)		

NOTICE TO BIDDERS

Sealed Bids, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Rd, Raleigh, NC 27610) until **3:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 4 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request For Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all services upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days

Prompt Payment Discount: _____ % _____ days.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time (ET.)
Issue RFP	WCPSS	May 14, 2021
Submit Written Questions	Vendor	May 19, 2021 4:00 PM
Provide Response to Questions	WCPSS	May 21, 2021
Submit Proposals	Vendor	June 2, 2021 3:00 PM
Review and Award of Contract	WCPSS	June 2021
Effective Date of Contract		July 1, 2021

PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to kwadams@wcpss.net by the date and time specified above. Vendors should enter "RFP # 251-21-501 Questions" as the subject for the email. Question's submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, WCPSS' response, and any additional terms deemed necessary by WCPSS will be posted in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Addendums associated with the Request for Proposal will be posted to the following links and it will be the vendor's responsibility to adhere to and check these addendums prior to bid submittal:**

- (<http://webarchive.wcpss.net/about-us/purchasing/open-bids.html>)
- (<https://www.ips.state.nc.us/IPS/BidNumberSearch.aspx>)

PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Mailing address for delivery of proposal
<i>PROPOSAL NUMBER: RFP 251-21-501</i> <i>Wake County Public Schools</i> <i>Attn: Kris Adams</i> 1551 Rock Quarry Rd. Bldg F Raleigh, NC 27610

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

a) Submit **one (1) signed, original executed** proposal response, one (1) photocopy of your proposal and one electronic copy (flash drive) simultaneously to the address identified in the table above.

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

Table of Contents

1.0 Purpose and Background	Page 7
2.0 Technical Environment	Page 8
3.0 Scope of Work	Page 9
4.0 Response Requirements	Page 9
5.0 Price Quote	Page 14
6.0 Company Profile (Submittal 2)	Page 28
7.0 Questionnaire Regarding Services & Resources (Submittal 3)	Page 29
8.0 Master Agreement Resulting From Award of Contract (Submittal 4)	Page 30

PURPOSE AND BACKGROUND

WCPSS strategy regarding network support services is to supplement internal staff with competitively priced contracted services for the purpose of filling an ongoing need which requires specialized skills and attention. From responses received to this RFP, WCPSS hopes to select a vendor who can provide these services at favorable rates. Once this vendor has been selected, there will be an annual review of vendor performance. During this review, WCPSS will assess the past year's performance and determine whether to keep the vendor or switch to another qualified vendor in the specific service area.

Network support can be defined as all aspects of Wide and Local Area Network support. The vendor will maintain appropriately skilled resources able to provide such services which fulfill requirements of service requests approved by the WCPSS Senior Director of Infrastructure. The skill-set requirement for the resources will vary with the specific request, however, the named Service Manager and backup technical resource provided must have at least five years of experience working with similar systems in a large scale enterprise environment and carry, at minimum, the following Cisco certification: CCNA. Additional certifications in wireless, security and design preferred. Please list your credentials below:

Requirements and responsibilities for **network support services** are defined in the service level agreement (SLA) provided. The vendor is responsible for the quality of the services provided and is expected to work within the SLA, provide required documentation in a timely manner and be responsible to the specified WCPSS personnel.

For background purposes, WCPSS is currently the largest school district in North Carolina and the 16th largest in the United States. There are currently 192 schools serving a student population of approximately 162,000. Wake County covers 854 square miles. Additional information about the school system can be accessed via the internet site (www.wcpss.net).

TECHNICAL ENVIRONMENT

The WCPSS technical environment currently includes the following characteristics:

- Data and Application Servers and peripherals: AIX on IBM P-Series hardware, Redhat Linux, Windows Servers on Cisco UCS and Dell server hardware, VMware server virtualization, EMC PowerPath SAN/NAS technology and Avamar data protection.
- Local Network: Switched Ethernet, Cisco firewall, routers and switches, Meraki wireless.
- File/Print Servers: Intel based servers from Cisco and Dell.
- Wide Area Network: The network employed by the WCBE is a private ten-net design in a star topology. Connectivity between 198 sites which include schools, administrative sites and the central office is accomplished via a fiber optic network provided by Spectrum Cable with bandwidth of 1 or 5 GB to each site. Internet connectivity is via fiber link to the North Carolina Research and Education Network (NCREN). The Network Operations Center located at the central office is the hub for aggregating all traffic from the remote sites. Systems for monitoring network performance and identifying problems are located at this hub. Cisco Umbrella is used for content filtering and threat protection.
- Database Management Systems: Oracle, MySQL, Microsoft SQL, Postgres.
- Commercial application products: The Oracle eBusiness Application Suite is used for HR, Payroll, Accounting, Budget and Purchasing. Pearson's PowerSchool product is used for managing student related data and services. This product is provided through the North Carolina Department of Public Instruction (NCDPI). Microsoft Office 365 and Google cloud services are used by the district. Microsoft's System Center technology is used for desktop management. Numerous in-house PHP applications and vendor supplied applications are also used.
- Workstations: WCPSS maintains technology standards which define the workstation hardware and software specifications. The technology specifications will change with time, as technology changes. For the purposes of this proposal, WCPSS technology PC standards currently call for a minimum specification for new equipment as follows:
 - Minimum Intel Core i-5 Processor (either Lenovo or HP)
 - Minimum 500 GB SSD storage
 - Minimum 16 GB memory
 - Gigabit ethernet interface card and/or wireless a/n/ac compatibility.
 - USB
- Workstation peripherals may include, but are not limited to:
 - Digital projection devices (shared among several classrooms)
 - HP Printers
 - Digital cameras
 - Scanners
- Workstation software includes:

RFP: 251-21-501 Network Support Services

- Win 10 Professional
- Google Chrome, Microsoft Edge and Firefox
- Windows Server
- Microsoft O365

All service requests and source code will be managed through TSD's ticket and tracking system. This system is used to facilitate and manage code moves between the Development, Test, and Production environments. Libraries are managed with SmartSVN. All application development, testing and quality assurance is maintained in a Development, Test, and Production environment. Ticketing system used by the district's Help Desk is Cherwell.

SCOPE OF WORK

NETWORK SUPPORT SERVICES

The vendor must ensure that the work meets the expectations of the designated WCPSS manager and conforms to the Service Level Agreement (SLA) that is provided by WCPSS. Services will be provided at WCPSS facilities positioned throughout the district. Overall WAN/LAN support services are to be provided on a monthly fixed-price fee basis. Installation, upgrade and configuration services for network equipment are to be provided on a time and materials basis. Vendor should quote hourly rate based on experience level and proposed FTE count at each level. No separate travel expenses will be incurred for services rendered. Travel should be accounted for in the fees being quoted.

The vendor shall designate an individual acceptable to WCPSS to perform the vendor's service management function. This individual will be known as the Service Manager and will provide a single point interface between WCPSS and the vendor on all matters concerning the contract as well as daily activities. The Service Manager shall inspect all work products, monitor service levels, and ensure overall contract compliance. The Service Manager would be assigned to the WCPSS administrative facility where Technology Services is located at the Crossroads complex off Dillard Drive in Cary, NC.

The vendor shall also designate an individual acceptable to WCPSS to be a single point of contact for delivery of services, provide input on technical matters, and submit any required reports as specified in the SLA. This individual will be known as the Project Manager.

RESPONSE REQUIREMENTS

At a minimum, all responses must include the following:

- A brief description of company profile
- A detailed description of the services being proposed in comparison to the services outlined above
- Statements of acknowledgement and acceptance of additional requirements throughout this bid
- A statement of commitment to the project and/or to WCPSS
- A description of any additional considerations that the evaluation committee should be aware of that sets your product/services apart from others
- Answers to questions posed in Submittal 3
- Completed Price Quote

Price Quote, subject to the conditions made a part hereof, and any other documentation required within this RFP must be provided to Mr. Kris Adams no later than 3:00 pm (EST) on specified date in Schedule listed on Page 4. Proposals are to be sent to the attention of Mr. Kris Adams, 1551 Rock Quarry Rd, Bldg. F, Raleigh, NC 27610. Please allow appropriate lead time for items to arrive by above specified deadline date and time.

Submission of a response shall be considered as a representation that the bidder has carefully investigated all conditions, guidelines, and information, which affect or may, at some future date, affect the performance of the services covered by this RFP.

Bidder shall hold proposal valid for a minimum of forty-five calendar days (45 days).

Proposal Evaluation

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The Network Support Services that are the subject of this RFP are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFP. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

EVALUATION CRITERIA

The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the bidder's proposal; the bidder's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.

AWARD CRITERIA

As provided by statute, award will be based on the lowest responsive/responsible bidder with additional services evaluated and best bid (most advantageous to Wake County Public School System) as determined by consideration of:

1. **Pricing:** Each bidder must complete the Price Quote (Submittal 1). Pricing should be competitive and should be quoted at a fixed monthly fee for network support services and hourly for installation, upgrade, and configuration services. Pricing should be inclusive of any and all expenses that may be incurred in providing the services requested.
2. **Service Level Agreement:** Acceptance to adhere to the WCPSS Service Level Agreement presented.
3. **Quality of Service:** Includes answers to questions provided in Submittal 3.
4. **Experience and References:** WCPSS requests minimum of three reference accounts be provided for similar size and scope projects. Each reference should demonstrate a record of quality work providing comparable services spanning at least three years with at least one reference spanning a minimum of five years. If any vendor submitting a proposal is limited in the number of reference accounts available, vendor should submit a list of all accounts of record within the last three years.
5. Conformity with specifications herein.

The master contract to be awarded from this RFP will be for a duration of twelve months starting July 1, 2021, renewable for up to four additional one-year terms.

QUALITY OF SERVICE

Over the period of the master contract, vendor will be monitored for quality of service. Such things as the following will be monitored:

- Adherence to WCPSS Service Level Agreement.
- Timeliness to troubleshoot and resolve issues.
- Level of satisfaction with the overall performance of the vendor.

After the master contract resulting from this RFP has been in effect for twelve months and annually each year thereafter, an evaluation of the quality of service will be conducted. Annual renewal of the master contract for up to four additional one-year terms will be contingent upon continuously sustaining high quality of service.

SOURCE SELECTION

A trade-off/ranking method of source selection will be utilized in this procurement to allow the WCPSS to award the contract to the bidder providing the most responsive/responsible low bid.

- i. The evaluation committee may request clarifications, an interview with or presentation from any or all bidders. However, the WCPSS may refuse to accept, in full or partially, the response to a clarification request given by any bidder. Bidders are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Bidders should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the proposal, as required.
- ii. Evaluation Process Explanation. WCPSS employees will evaluate all proposals. All proposals will be initially classified as being responsive or non-responsive. If a proposal is found non-responsive, it will not be considered further. All responsive proposals will be evaluated based on stated evaluation criteria, as provided with this RFP. Any references in an answer to another location in the RFP materials or Proposal shall have specific page numbers and sections stated in the reference.
- iii. To be eligible for consideration, a bidder must meet the intent of all requirements. Compliance with the intent of all requirements will be determined by WCPSS. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
- iv. Bidders are advised that WCPSS is not obligated to ask for or accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal.

Bidder is encouraged to provide best offer with original response. WCPSS, at its sole discretion, reserves the right to negotiate better pricing with selected vendor.

Bidder may be disqualified from any evaluation or award if bidder or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with WCPSS, or violated rules or statutes applicable to public bidding in the State of North Carolina, as documented. Vendors must not be debarred from doing business with the State of North Carolina or Federal Government.

GENERAL

Unless otherwise indicated by the bidder, the current WCPSS account representative shall serve as the single point of contact for the bidder during the evaluation process. In addition, the bidder may designate additional personnel to act as liaison during the time period any services are being performed as a direct result of this RFP.

Any deviations by the bidder from specifications indicated or implied herein must be clearly pointed out, otherwise it will be considered that services and products offered are in strict compliance with these specifications and the successful bidder will be held responsible.

All proposals are subject, except where modified by addendum, to the provisions and conditions herein, and the relationship between the successful vendor and Wake County Public School System, referred to in this document as "WCPSS", will be governed by the Master Contract to be entered into with the successful vendor, a copy of which has been provided under Submittal 4, and any purchase order(s) issued and any special conditions stated elsewhere in the proposal specifications. All "Request for Proposal" responses will be controlled by the terms and conditions included by WCPSS. The successful vendor's response may be appended to the service contract and therefore all

RFP: 251-21-501 Network Support Services

information contained therein may be binding. The attachment of any terms and conditions by the vendor may be grounds for rejection of the proposal by WCPSS.

Bidders shall promptly notify Mr. Kris Adams at 919.588.3457 or kwadams@wcpss.net of any ambiguity, inconsistency or error, which may be discovered upon examination of this RFP. Discovery of any ambiguities or errors will in no way affect the remaining content of this RFP. Corrections or changes to this RFP will be made by written addendum and emailed to all participating bidders. All such addenda shall become part of this RFP.

WCPSS may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the items, and the bidder shall furnish to WCPSS all such information and data for this purpose as may be requested.

PRICE QUOTE

(Submittal 1)

Each vendor is required to quote a fixed monthly fee for the specified service(s) as well as an hourly rate for network renovation services.

	Monthly Fixed Price	Annual Cost of Service (Monthly Fee x 12)
Network support services		

	Hourly Rate(s) based on experience level	Number of FTEs Proposed	Annual Cost (Hrly Rate x #FTEs x 12)
Network installation/upgrade services			

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS, other government agency office, WCPSS body or private entity, if the communication refers to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in WCPSS' discretion that the communication was harmless, that it was made without intent to influence and that the best interest of WCPSS would not be served by the disqualification. A Vendor's bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Please contact kwadams@wcpss.net.

VENDORS ARE CAUTIONED THAT ALL RESPONSES MUST BE ORGANIZED, IDENTIFIABLE AND READILY ACCESSIBLE. A TEMPLATE IS PROVIDED FOR USE BUT ANY ADDITIONAL INFORMATION SHOULD REFLECT IDENTIFIABLE LANGUAGE AND BE ACCESSIBLE AND ORGANIZED.

DESCRIPTIVE LITERATURE/CERTIFICATION

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) bid and sufficient to determine compliance of the item(s) with the specifications.

Vendor Profile

Vendor shall provide company profile information (company background, number of employees, type of company, financial information, capacity for handling services, location of company) under Submittal 2.

Vendor Experience

Vendor shall demonstrate experience with public sector clients with similar or greater size and complexity to Wake County Public Schools.

Technical Approach

Vendor's proposal shall include, in narrative, outline and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP.

Customer Reference Template

References

Vendors shall provide at least three references, for similar size and scope projects, for which comparable services and supplies have been, and continue to be, provided.

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest.

DELIVERY: Wake County Public School System reserves the right to consider the delivery time offered as a factor in the award of contract.

DEVIATIONS: Any deviations from specifications and requirements herein by bidder may subject proposal to disqualification.

FIRM BID: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

Wake County Public School System reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in the Wake County Public School System best interest.

WCPSS Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employee conducting business transactions on the behalf of the Wake County Public School System hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

Conflict of Interest:

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Wake County Public School System.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Wake County Public School System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Wake County Public School System facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Wake County Public School System.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

Nepotism:

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family, internal auditors, external audit firm (contracted to perform the annual audit), or any persons authorized by the Superintendent or the Finance Officer to receive it.

Gifts to Employees:

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

Wake County Public School System BID PROTEST PROCEDURE

PURPOSE

To insure fairness and to promote open competition, Wake County Public School System shall be consistent in responding to an offeror's protest over contract awards.

PROCEDURE

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Proposal.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of Wake County Public Schools System transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Senior Director of Purchasing, 1551 Rock Quarry Road, Raleigh NC 27610 and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested

After careful consideration of all relevant information the Senior Director of Purchasing shall make a written decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

A. * HUB Certification with the NC HUB Office required to be counted toward state participation goals.

**Minority categories: Black / African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Socially and Economically Disadvantaged (D), Disabled Business Enterprise (DBE), Nonprofit Work Center for the Blind and Severely Disabled (NPWC)

B. Total value of Certified HUB sub-contracting will be (\$) _____.

C. Total Bid Amount (\$): _____

D. HUB Participation Percentage: Total value of Certified HUB sub-contracting = _____%

CONTRACT PROVISIONS REGARDING USE OF FEDERAL FUNDS

The Contractor is notified that this project will be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally-funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Remedies for Breach

When federal funds are expended by SCS, SCS reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Termination for cause and for convenience by SCS

When federal funds are expended by SCS, SCS reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. SCS also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if SCS believes, in its sole discretion that it is in the best interest of SCS to do so. The Contractor will be compensated for work performed and accepted and goods accepted by SCS as of the termination date if the contract is terminated for convenience of SCS. Any award under this procurement process is not exclusive and SCS reserves the right to purchase goods and services from other vendors when it is in the best interest of SCS.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by SCS on a contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. SCS will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SCS will report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Contractor agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance

The Contractor certifies that during the term of an award for all contracts by SCS resulting from this procurement process in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension

Contractor certifies that during the term of an award for all contracts by SCS resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

When federal funds are expended by SCS for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by SCS resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Compliance with Solid Waste Disposal Act

In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

Prohibition on certain telecommunications and video surveillance services or equipment

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

Domestic Preference

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Records Retention Requirements

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Certification of Non-Collusion Statement

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Prohibition on Gifts

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS 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 commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
10. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
11. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
12. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS 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.
15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become WCPSS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
20. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers.
26. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
27. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.

RFP: 251-21-501 Network Support Services

29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the purchasing department and solely as a convenience to the contractor, WCPSS may:

- a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
- b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

30. **INSURANCE:**

- a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

- b. **Public liability and Property Damage Insurance** - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

- c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.
- d. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Wake County Board of Education is listed as additional insured on general liability.

The successful bidder agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

- 31. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, 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, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
- 32. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
- 33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
- 34. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- 35. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider’s expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
38. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
39. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
40. **IRAN DIVESTMENT ACT:** Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

COMPANY PROFILE

(Submittal 2)

Brief background summary of vendor's business history to be provided

QUESTIONNAIRE REGARDING SERVICE AND RESOURCES

(Submittal 3)

Quality of Service Questions:

- 1. Describe your process for resolving issues with client management.**
- 2. Describe your company's service strategies that differentiate you from your competition.**
- 3. Describe your company's internal measures for monitoring service quality and customer satisfaction.**
- 4. Describe your typical strategy plan when taking over an existing service from the current service provider and estimate an appropriate transition period? Provide description of your typical exit strategy plan as well.**

Quality of Resources Questions:

- 1. Describe methods used to maintain a current knowledge and experience level of the emerging technologies and developments related to the field of services being provided.**

Remainder of page intentionally left blank

MASTER AGREEMENT RESULTING FROM AWARD OF CONTRACT TO VENDOR

(Submittal 4)

This contract (the "Contract") is made and entered into this [DATE] day of [MONTH], 202[], between the Wake County Board of Education (the "School System"), 5625 Dillard Drive, Cary, NC 27518, and [CORPORATE NAME OF PROVIDER] (the "Provider"), [PROVIDER'S ADDRESS].

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

Obligations and Representations of Parties. Provider hereby agrees to provide the following services to the School System: [INCLUDE A DESCRIPTION OF DETAILED SERVICES OR ATTACHMENT "EXHIBIT A" WITH SCOPE OF SERVICES, OR BID AWARD NUMBER; AS APPLICABLE] at designated times and sites as specifically requested and authorized by the School System. The work will be completed in a manner acceptable to the School System and in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference. All agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services. The parties acknowledge that the Wake County Board of Education has authorized the Superintendent or designee to enter into service contracts involving expenditures of up to \$100,000. The parties further acknowledge that the School System may perform all or part of its obligations pursuant to this Contract through the Superintendent or designee.

Compensation. The School System hereby agrees to compensate Provider in the amount (not to exceed) \$ [], once all services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s).

Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.

Term. The services described in this Contract will be provided from [] through [], unless sooner terminated as herein provided.

Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon ten (10) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System, be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will provide a prorated payment for all services performed as of the date of termination.

Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.

Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The Wake County Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such

insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.

Monitoring and Auditing. Provider shall maintain, during the entirety of this Contract term, including any extensions, and

for three (3) years thereafter, receipts, records, and/or documents to support the following: the cost of materials purchased for Projects completed under this Contract by the Provider or its subcontractor; the number of labor hours billed by the Provider's employees and its subcontractors; the sales tax paid by the Provider and its subcontractors for materials; and the names and contact information for all of Provider's employees or subcontractors who performed work under this Contract. Provider must be able to provide this supporting documentation to the School System upon request during the Contract term, including any extensions, and within three (3) years thereafter. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract.

Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.

Lunsford Act/Criminal Background Check. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each

anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the school system to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.

Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. North Carolina law will govern the interpretation and construction of the Contract. Provider shall comply with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Wake County Board of Education or of any principal or central office staff administrator employed by the Wake County Board of Education. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of the Wake County Public School System. Unless formally waived by the Wake County Board of Education, the existence of a family relationship covered by this Contract is grounds for immediate termination by Owner without further financial liability to Provider.

Applicable Wake County Board of Education Policies. Provider acknowledges that the Wake County Board of

RFP: 251-21-501 Network Support Services

Education has adopted policies governing its relationship with vendors and conduct on School System property and agrees to abide by any and all relevant WCPSS policies during the term of the contract and while on School System property. WCPSS's Provider related policies can be viewed at <https://www.wcpss.net/Page/45862> and are incorporated into this Contract by reference.

Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of the WCPSS agreement and the (INSERT THE NAME OF THE VENDOR AGREEMENT OR REMOVE #18 IF YOU DID NOT USE A VENDOR AGREEMENT) that the terms and conditions in the WCPSS agreement shall prevail.

Entire Agreement. This Contract may be amended only by written amendments duly executed by and between the School System and Provider. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. The Parties agree that scanned, faxed, and/or electronically transmitted copies of this Contract will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Contract and given the same legal effect as original signatures.

Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**WAKE COUNTY
BOARD OF EDUCATION**

PROVIDER

Board of Education Chair

Authorized Signature

*Budget Code: _____
*Applicable for contracts below \$2,500

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a).

Finance Officer Date

Attachment A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE

Project Name: _____ Contract: _____

Check the appropriate box to indicate the type of check:

Initial Supplemental Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (**Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov>**). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)

_____ (signature / date)

SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) describes the relationship between WCPSS Technology Services Department, hereinafter referred to as TSD, and VENDOR in providing network support services.

The selected VENDOR will provide all aspects of Wide and Local Area Network support. VENDOR will provide network support services remotely from a non-TSD location whenever possible. For services that cannot be performed off-site, VENDOR will maintain appropriately skilled resources able to provide such services on-site at a TSD facility to fulfill requirements of service request approved by TSD Senior Director for Infrastructure. The skill-set requirement for the on-site resources will vary with the specific request, however, VENDOR provided technical resources must have a minimum three years of experience working with similar systems in a large scale enterprise environment.

Definitions:

WAN – Wide Area Network

LAN – Local Area Network

NOC – Network Operations Center

Support Hours –

- VENDOR will be available twenty-four hours a day/seven days a week for support of the network.
- VENDOR will provide 24-hour availability via vendor-provided notification system and will respond within thirty (30) minutes of call being initiated.

Technical Environment – The WCPSS technical environment currently includes the following characteristics:

- **Data and Application Servers and peripherals:** AIX on IBM P-Series hardware, Redhat Linux, Windows Servers on Cisco UCS and Dell server hardware, VMware server virtualization, EMC PowerPath SAN/NAS technology and Avamar data protection.
- **Local Network:** Switched Ethernet, Cisco firewall, routers and switches, Meraki wireless.
- **File/Print Servers:** Intel based servers from Cisco and Dell.
- **Wide Area Network:** The network employed by the WCBE is a private ten-net design in a star topology. Connectivity between 198 sites which include schools, administrative sites and the central office is accomplished via a fiber optic network provided by Spectrum Cable with bandwidth of 1 or 5 GB to each site. Internet connectivity is via fiber link to the North Carolina Research and Education Network (NCREN). The Network Operations Center located at the central office is the hub for aggregating all traffic from the remote sites. Systems for monitoring network performance and identifying problems are located at this hub. Cisco Umbrella is used for content filtering and threat protection.
- **Database Management Systems:** Oracle, MySQL, Microsoft SQL, Postgres.
- **Commercial application products:** The Oracle eBusiness Application Suite is used for HR, Payroll, Accounting, Budget and Purchasing. Pearson's PowerSchool product is used for managing student related data and services. This product is provided through the North Carolina Department of Public Instruction (NCDPI). Microsoft Office 365 and Google cloud services are used by the district. Microsoft's System Center technology is used for desktop management. Numerous in-house PHP applications and vendor supplied applications are also used.

Party Responsibilities

A. TSD Responsibilities:

1. TSD designates the Senior Administrator - Networks as the primary business contact for all technical communications related to network support services and technical aspects of delivering same. The Senior Director for Infrastructure must be contacted in the event that the primary business contact is unreachable. This information is referenced in the Communications Matrix (page 5 of SLA).
2. TSD designates the Senior Director for Infrastructure to act as a management single point of contact for all management level communications with the VENDOR.
3. TSD's management single point of contact, the Senior Director for Infrastructure, will monitor and evaluate VENDOR performance and adherence to the Response Schema referenced on page 5 and will note and discuss any concerns with the VENDOR designated management single point of contact as they occur.
4. TSD will adhere to the notification processes for opening and communicating service requests as outlined in this agreement and will track all responses received to verify compliance with the SLA.
5. TSD will specify a priority for each service request, based on the Response Schema referenced on page 5. TSD reserves the right to escalate any and all service requests based on changing circumstances or additional information.
6. TSD will provide as much symptomatic information as possible for each service request assigned to VENDOR. This content will include all steps taken up to the point of submission to resolve the issue, screen shots of error messages and/or supportive content.
7. TSD will provide access to resources that identify known events and processes including peak demand periods. TSD will make every effort to give advance notice when after hours support may be needed.
8. TSD will provide secure access, via Virtual Private Network, to VENDOR for access to internal systems.
9. TSD will provide VENDOR access to the data center facility after hours in the event an incident occurs between 5 PM and 8 AM EST.
10. TSD reserves the right to make changes and maintain currency of LAN/WAN/NOC equipment and configuration.
11. TSD will approve required upgrades and schedule appropriate time for VENDOR to apply.

B. VENDOR Responsibilities:

1. VENDOR will provide an on call 24 x 7 x 365 technical single point of contact, phone and email, for all technical communications with TSD representative as described in the Communication Matrix on page 5 of SLA, also referred to as the Project Manager in the RFP.
2. VENDOR will provide a management single point of contact for all management level communications with the Senior Director for Infrastructure as described in the Communication Matrix on page 5 of SLA, also referred to as the Service Manager in the RFP.
3. VENDOR will utilize TSD's enterprise trouble ticket management system (currently Cherwell) and adhere to the incident response schema.
4. VENDOR is responsible for supporting and maintaining all aspects of the wide and local area network including code patches and upgrades. Complete understanding and knowledge of TSD's LAN/WAN architecture and supported environments is required.
5. VENDOR will collaborate with TSD representatives as described in the Communication Matrix on page 5 at no additional cost to TSD including but not limited to:
 - a. Planning LAN/WAN usage, architecture, configuration and policies
 - b. Planning for business continuity and disaster recovery
 - c. Network Security discussions
 - d. What-if scenarios
 - e. Third party vendor support (Oracle ERP, student information systems and email applications)
6. VENDOR will adhere to TSD architecture and information security standards and cooperate with related checks of controls.
7. VENDOR will collaborate with the TSD Telecommunications staff for the installation and maintenance of the Voice Over IP system.
8. VENDOR will record LAN/WAN/NOC equipment inventory, warranty, upgrade, configuration information and process changes in a TSD designated location in an up-to-date manner, using TSD approved change management and configuration management tools and practices.
9. VENDOR will send all emails related to network production support to NETADMIN@wcpss.net.
10. Vendor will follow the communication channels established by TSD at all times during the agreement as stated in the Communication Matrix on page 5 of the SLA.
11. VENDOR will monitor network performance and provide performance tuning using TSD-approved and provided monitoring and tuning tools.
12. VENDOR will provide skills and TSD-approved and provided diagnostic tools necessary to trouble shoot and resolve network problems.
13. VENDOR will perform scheduled maintenance according to TSD's specifications. Scheduled maintenance will be performed during low traffic periods as defined by TSD to minimize

disruptions in service. In the event scheduled maintenance cannot be performed, VENDOR will present to TSD an explanation and request approval to alter the schedule prior to the originally scheduled time for performance of maintenance.

14. VENDOR will perform services as generally described in this document and accepts that specific requirements may require modification due to advances in technology during the term of agreement.
15. VENDOR will maintain current knowledge of networking technology and help the district plan for new equipment and services as appropriate to maintain a state-of-the art network infrastructure.
16. VENDOR will recommend network design and equipment standards.
17. VENDOR will provide network design reviews for new construction projects.
18. VENDOR will provide network design for non-construction network upgrades.
19. VENDOR will provide support to other departments to resolve network related issues.
20. VENDOR will ensure adherence to all federal, state and local requirements for Internet content screening as defined by TSD.
21. VENDOR will recommend design for servers running network services.
22. VENDOR will provide 24-hour coverage seven (7) days per week for LAN/WAN/NOC operations.
23. VENDOR will monitor all circuits and routers and perform corrective measures when equipment failures and performance issue occur.
24. VENDOR will provide system administration for network services.
25. VENDOR will maintain firewall, network security monitoring and remote access services.
26. VENDOR will examine, monitor, maintain and repair all network-related equipment, including software, to ensure efficient operation of WCBE's network and related equipment. The schedule for such services will be to maximize equipment performance, efficiency and durability.
27. VENDOR will service network related equipment, including all routers, switches, wireless network equipment, remote access devices and firewalls. Inspect, test, maintain and repair all equipment as needed to maximize equipment performance, efficiency and durability.
28. VENDOR will recommend configuration management processes and procedures that are used to modify and operate the network.
29. VENDOR will maintain documentation and drawings for the WAN and each site LAN.
30. VENDOR will monitor the performance and security of the network and make recommendations and take action as appropriate to correct issues in these areas.
31. Vendor will recommend network changes to improve performance, reliability and security.

32. VENDOR will recommend policies and procedures for LAN/WAN usage throughout the organization.
33. At contract termination, VENDOR will participate in a service request turnover process at no additional cost to TSD. Additionally, VENDOR will provide complete documentation for all incomplete or outstanding service requests at that time.
34. VENDOR will provide installation and configuration services for network equipment in new construction and renovations.
35. VENDOR will coordinate installation services with other infrastructure contractors.

Response Schema and Expected Actions

VENDOR will utilize TSD's enterprise trouble ticket tracking system to respond to all issues and service requests. It is the expectation of TSD that all trouble tickets will be documented completely, with all work activities performed necessary to resolve the issue, within 24 hours of closing the call. Verbal responses will not constitute resolution documentation.

Response Schema

Priority	Expected Action
Priority 1: Mission Critical	After IMMEDIATE acknowledgment via telephone (within 15 minutes) , VENDOR provides status updates every 30 minutes in the first hour and hourly thereafter via telephone and e-mail to Netadmin@wcpss.net , until the issue is resolved. Documentation describing problem and fix will be provided by Vendor. Automated email acknowledgement is unacceptable.
Priority 2: Service Degraded	After IMMEDIATE acknowledgment via email , VENDOR provides status updates every 30 minutes in the first hour and every 120 minutes thereafter via telephone and e-mail to Netadmin@wcpss.net , until the issue is resolved. Documentation describing problem and fix will be provided by Vendor. Automated email acknowledgement is unacceptable.
Priority 3: Normal	After IMMEDIATE acknowledgment via email , VENDOR provides status updates weekly, Netadmin@wcpss.net , in summary form, until issue is resolved. Documentation describing problem and fix will be provided by Vendor. Automated email acknowledgement is unacceptable.

Communication Matrix

Business Contacts (In contact order)	Contact Information
Primary Business Contact/Project Manager for Network Services Senior Administrator - Networks	919-694-0109(business hours) 919-427-6214(alternate)
Alternate Contact/Service Manager Senior Director for Infrastructure	919-694-0102(business hours) 919-427-6229(alternate)
Lines of Communication	
Vendor	→ TSD Project Manager or Network Services Manager or Senior Director for Infrastructure.