




Memorandum from Purchasing Department

Letter of Instruction for RFP #251-26-167

To: Prospective Parties

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

- **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 Proposals 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.**
- **Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed to bids-mcalvert@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 and one (1) electronic copy on a flash drive (emails not accepted) 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.**
- **Include a copy of IRS Form W-9 along with WCPSS Vendor Information Form (Attachment A).**
- **Before submitting a bid, Vendor must register with the North Carolina Electronic Vendor Portal. Please Note: WCPSS ONLY ACCEPTS SEALED PROPOSALS. ELECTRONIC PROPOSALS WILL NOT BE ACCEPTED. Additional information can be found at <https://evp.nc.gov/>. There is NO COST to register.**

 1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610	Request for Proposal #251-26-167	
	Due Date: September 24, 2025 @ 2:00 PM ET	
Refer <u>ALL</u> Inquiries to: Marcella Calvert Telephone No: 919-588-3457	Contract Type: Agency Specific	
	Commodity: 811620 External/Internal Network Pentesting Service	
E-Mail: bids-mcalvert@wcpss.net	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	

NOTICE TO BIDDERS: (THIS IS A SEALED BID SOLICITATION)

Sealed proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Building F, Raleigh, NC) until 2:00 p.m. on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions. Proposals submitted via facsimile (FAX) machine or email in response to this Request for Proposal will not be acceptable. Proposals 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 items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

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

VENDOR:		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 60 days from date of proposal opening unless otherwise stated here: ____ days

Prompt Payment Discount: _____ % _____ days.

Submit **one (1) signed, original executed** proposal response, and one (1) electronic copy on a flash drive (emails will not be accepted) 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 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.

MAILING INSTRUCTIONS: Mail only one fully executed proposal with copies, unless otherwise instructed, and only one proposal package with copies per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

<u>DELIVER TO:</u>
PROPOSAL NO. RFP 251-26-167
Wake County Public School System
Purchasing Department, Building F
1551 Rock Quarry Road
Raleigh, NC 27610

RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. WCPSS will make every effort to adhere to this schedule. All times shown are Eastern Time (EST).

Event	Responsibility	Date and Time (ET.)
Issue RFP	WCPSS	9/10/2025
Submit Written Questions	Vendor	9/15/2025 by 2:00 PM ET
Provide Response to Questions	WCPSS	9/19/2025 by end-of-business
Submit Sealed Bids	Vendor	9/24/2025 @ 2:00 PM ET

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.

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 due date for written questions in the above schedule.

Written questions shall be emailed to bids-mcalvert@wcpss.net by the date and time specified. **Vendors should enter “Questions Solicitation RFP #251-26-167” as the subject for the email.** Question 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://evp.nc.gov/solicitations/>

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 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.

METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation which is best for WCPSS. Vendors SHALL not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina. WCPSS reserves the right to waive any minor informality or technicality in proposals received.

Vendor(s) awarded a contract as a result of this RFP will be for an initial duration of twelve months, renewable for up to four additional one-year terms provided the vendor continues to offer qualified contract resources at competitive rates.

PROJECT OBJECTIVES

The Wake County Public School System (WCPSS) Technology Services Department seeks qualified vendors to provide **internal and external network penetration testing services** as described in the Scope of Work. The goal of this assessment is to identify vulnerabilities, insecure configurations, and exploitable pathways within the

district's internal and external enterprise networks. We invite vendors with experience in testing mixed environments – including Windows, Linux, UNIX, Legacy SCADA Systems, and IoT devices – to submit proposals.

BACKGROUND

WCPSS is the nation's 15th largest school district and the largest in North Carolina. With 119 elementary schools, 41 middle schools, 33 high schools, and 5 special schools, we serve over 160,000 students and have over 20,000 staff in the district. The district has multiple school calendars, and our school year begins the first week of July and ends June 30. A list of schools and locations can be found [here](#).

SCOPE OF WORK

The district operates a multi-segmented internal network that supports administrative systems, educational platforms, and facilities infrastructure, including **legacy SCADA and IoT-based building control systems**. Due to the criticality of these services and the increased threat landscape, the district seeks to proactively identify and remediate vulnerabilities through a comprehensive internal and external penetration test. The penetration test shall include up to 100 hosts across both internal and external environments. Testing must follow industry-recognized methodologies such as NIST SP 800-115, PTES, and the OWASP Testing Guide.

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Internal Penetration Testing

Systems include:

- Windows Server (20xx–2022), Windows 10/11 clients
- Linux-based appliances and servers
- UNIX-based systems and software (e.g., Solaris, AIX, BSD)
- Legacy SCADA systems (e.g., Modbus TCP/IP and proprietary protocols)
- IoT devices (smart HVAC, cameras, badge readers, etc.)
- Virtual and physical infrastructure

Focus areas:

- Network enumeration and internal mapping
- Vulnerability identification and safe exploitation (with prior approval)
- Privilege escalation and lateral movement
- Segmentation validation and pivoting attempts
- Detection of exposed services and misconfigurations

Fragile System Testing Note:

Legacy systems must be tested using **non-intrusive methods**, such as banner grabbing, SNMP (read-only) enumeration, passive packet analysis, and safe scripting. Exploitation of these systems must occur in a controlled or simulated environment only.

External Penetration Testing

Scope includes public-facing IP addresses and services. Focus areas:

- Firewall, VPN, and edge device assessments
- DNS, certificate, and service enumeration
- OWASP Top 10 and CVSS-aligned vulnerability validation
- Public cloud exposure identification (if applicable)
- Exploitable pathways to internal resources (with permission)

DELIVERABLES

Vendors must deliver the following:

- **Kick-off Meeting Agenda and Discovery Questionnaire** – within **5 business days** of contract signing
- **Rules of Engagement (ROE)** – mutually agreed upon
- **Technical Report** – includes vulnerability details (CNSS) format), exploits used, evidence, and screenshots
- **Executive Summary** – suitable for non-technical leadership
- **Remediation Recommendations** – prioritized by severity and risk level
- **Debrief Presentation** – virtual or in-person (upon request)
- **External Findings Summary** – list of public-facing assets with associated risks
- **De-Identified Staff Summaries** – Provide two anonymized bios for staff who commonly deliver this service, including credentials, certifications, and relevant experience
- **Optional:** Mapping of findings to **MITRE ATT&CK**, **CWE**, and **CVE** identifiers (strongly preferred).
- Testing must occur during approved maintenance windows and may not disrupt instruction or operations.
- All data collected remains the property of Wake County Public School System.
- A signed Non-Disclosure Agreement (NDA) is required before any testing may begin.

Scoring will be based on:

Evaluation Criteria	Weight
Cost Proposal	20%
Technical Knowledge & Experience **	30%
Technical Approach & Methodology	25%
Certifications & Staff Qualifications	15%
Delivery Timeline	10%

***Note: Technical Knowledge & Experience includes the resumes of key personnel, demonstrated past performance, and understanding of the district's unique IT environment.*

NC ELECTRONIC VENDOR PORTAL

The North Carolina electronic Vendor Portal (eVP) is the State of North Carolina's system to connect vendors with state government organizations that purchase goods and services. eVP provides a self-service portal where vendors can register and participate in electronic procurement activities. Please register here: <https://evp.nc.gov/> to receive bid notification and electronic procurement opportunities from Wake County Public Schools.

QUALIFICATIONS

- o **THE VENDOR shall be licensed and approved to do business in the State of North Carolina.**
- o No fewer than five years of experience in performing the required duties as outlined in this RFP will be accepted.
- o Demonstrated experience with SCADA/ICS, IoT devices, and UNIX-based environments.
- o At least one staff member must hold a certification such as: OSCP, GXPN, GPEN, or comparable industry certification.
- o Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- o VENDOR is required to provide at least (3) three client references from past penetration testing engagements (public-sector or education preferred). References must include contact information. WCPSS shall not constitute one of the required references.
- o Ability to comply with Wake County Public School System's background check and security

clearance requirements.

- o VENDOR will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.
 - (Federal Government) <https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>
 - (State of North Carolina) <https://ncadmin.nc.gov/documents/nc-debarred-vendors>

VENDOR ACKNOWLEDGEMENT: INITIAL _____

REQUIRED SUBMITTALS

The VENDOR is provided this list of required submittals as a courtesy. If your submittal does not include the required documentation or signature, it may be deemed non-responsive or responsible.

Included in Proposal Submittal VERIFY AND INITIAL	Section
	Signed Proposal (Page 2)
	Company Profile (Attachment A)
	HUB Form (Attachment C)
	Reference Information (Pages 8-9)
	Vendor has read and attests that they maintain current insurance coverage as it is applicable to this request or will obtain prior to award.
	Detailed technical proposal with methodology, tools, and schedule
	Fixed-price cost breakdown (hourly rate options may be included for optional services)
	Signed Non-Disclosure Agreement
	Statement of Compliance with District Background check policies
	Two de-identified staff bios as described in Section DELIVERABLES

LATE OR INCOMPLETE SUBMISSIONS WILL NOT BE CONSIDERED

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 bids-mcalvert@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.

CUSTOMER 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. WCPSS may not be used as one of the references.

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	

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.

TAXES

Wake County Public School System is NOT tax-exempt. Unless otherwise indicated, tax must be computed and added to your bid. Any itemized shipping charges are also subject to tax.

DEADLINE FOR PROPOSAL SUBMITTAL

Proposals are due no later than **September 24, 2025, at 2:00 pm ET**. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the RFP

shall be answered per aforementioned instructions.

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.

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:**

Certificates of Insurance acceptable to WCPSS shall be filed with WCPSS 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 WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability. **Provider agrees to maintain the appropriate insurance outlined in Exhibit B.** Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.

The successful vendor 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 vendor'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. **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 check 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. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder 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.
41. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

ETHICS AND THE PURCHASING FUNCTION Policy Code: 6401/9100

The Wake County Board of Education is committed to conducting the purchasing function in an ethical manner and in compliance with state and federal laws and regulations. The Board expects all employees who are directly or indirectly involved in any aspect of the purchasing function to be aware of and comply with all current state and federal laws and regulations as these standards apply to the school system's purchasing activities. The Board's purchasing goals and principles will not be compromised by individuals motivated by personal gain.

Employees directly or indirectly involved in any aspect of the school system's procurement, purchasing, and/or contracting process for apparatus, materials, equipment, supplies, services, real property, or construction or repair projects, regardless of source of funds, must adhere to the following standards of conduct and those established in any policies regarding employee conflict of interest and 8305: Federal Grant Administration.

1. Employees are expected to make all purchasing-related decisions in a neutral and objective way based on what is in the best interest of the school system and not in consideration of actual or potential personal benefit.
2. Employees shall not participate, directly or indirectly, in making or administering any contract from which they will obtain a direct benefit, unless an exception is allowed pursuant to law.

An employee obtains a direct benefit when the employee or his or her spouse will receive income, commission, or property under the contract, or the employee or spouse has more than a 10 percent interest in an entity that is a party to the contract. See G.S. 14-234 and any policies regarding employee conflict of interest.

Participation in making or administering a contract includes, but is not limited to, participating in the development of specifications or contract terms; obtaining or reviewing bids; preparation or award of the contract; and having the authority to make decisions about, interpret, or oversee the contract.

3. Employees shall not participate, directly or indirectly, in the selection, award, or administration of a contract supported in whole or part by a federal grant or award if the employee has a real or apparent conflict of interest. See 2 C.F.R. 200.318 and policy 8305: Federal Grant Administration.

A real or apparent conflict exists when the employee, his or her immediate family member or partner, or an organization which employs or is about to employ any of those individuals, has a financial or other interest in or receives a tangible personal benefit from a firm considered for a contract. For purposes of this subsection, a "financial interest" means a financial interest which comprises more than five percent of the equity of the firm or business or more than five percent of the assets of the economic interest in indebtedness. It does not include an ownership interest held through a fiduciary, such as *Policy Code: 6401/9100* a mutual fund or blind trust, where the individual or individual's employer has no control over the selection of holdings.

4. Employees shall not influence or attempt to influence any person involved in making or administering a contract from which the employee will obtain a direct benefit as described in paragraph 2, above.
5. Employees shall not solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the school system.
6. Employees shall notify the superintendent or designee in writing if they have an actual or potential conflict of interest under this policy or applicable state or federal law that would disqualify them from performing any aspect of their job responsibilities.
7. Employees shall not solicit or accept trips, meals, gratuities, gifts, favors, or anything of monetary value from current or recent (within the past year) contractors, subcontractors, or suppliers, or any persons or entities that foreseeably may bid on a contract in the future, unless the item is an unsolicited gift of nominal value (\$50 or less), and is one of the following: an advertising item or souvenir that is widely distributed; an honorarium for participating in a meeting; a meal provided at a banquet; or other item that is clearly permitted by state and federal law. Multiple permitted items from a single contractor may not exceed an aggregate value of \$100 in a twelve-month period.

Employees shall inform existing and potential contractors, subcontractors, and suppliers about these restrictions.

8. Employees shall not solicit or accept any gift from a current or potential provider of E-rate services or products in violation of applicable federal E-rate program gifting rules.
9. Employees shall not divulge confidential information to any unauthorized person. Confidential information includes but is not limited to (1) the school system's cost estimate for any public contract, prior to bidding or completion of other competitive purchasing processes; and (2) the identity of contractors who have obtained proposals for bid purposes for a public contract, until the bids are opened in public and recorded in the Board minutes.
10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee's own official action or that of the Board or others acting on behalf of the school system, or in reliance on information known to the employee in his or her official capacity and not made public, to: a. acquire a financial interest in any property, transaction, or enterprise; b. gain a financial benefit that may be affected by the information or contemplated action; or

c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

The superintendent or designee shall ensure that all affected personnel are aware of Board policy requirements and applicable laws. Any individual aware of any violation of this policy, policy 2121: Board Member Conflict of Interest, any policies regarding employee conflict of interest, the conflict-of-interest provisions of policy 8305: Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280: Prohibition Against Retaliation. Employees who violate this policy, policy 2121, any policies regarding employee conflict of interest, or the conflict-of-interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133-32, -33; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993.

Adopted: April 5, 2022

Gift Prohibition. Provider acknowledges that it is subject to N.C.G.S. §§ 14-234 and 133-32, which prohibit contractors from providing items of value to school system officials and employees under various circumstances. N.C.G.S. § 14-234, in pertinent part, prohibits contractors from providing to specific school system officers/employees a gift, favor, reward, service, or promise of reward in exchange for recommending influencing or attempting to influence the award of a contract. N.C.G.S. § 133-32, in pertinent part, bars provision of gifts or favors to specific school system officers/employees by a contractor who has a contract, has performed under a contract in the last year, or anticipates bidding on a contract in the future. Provider covenants that no director, employee or agent of Provider, or any other person connected with Provider, has made, offered or given, either directly or indirectly, to any School System Board member, employee, or agent, or to any person connected with the School System, any gift, favor, or item of value in violation of either N.C.G.S. §§ 14-234 or 133-32. Provider agrees that a breach of this provision as identified by the school system may result in the School System's termination of this Contract without liability and/or at the School System's discretion, the recovery of any and all funds paid to Provider pursuant to this Contract. Provider further agrees that to the extent there exists any doubt as to whether its actions have violated, or could violate, this provision, Provider will promptly notify the school system so it can make a determination as to the propriety of the Provider's past or proposed future conduct.

Exhibit B - Insurance Requirements**COMMERCIAL GENERAL LIABILITY, COMMERCIAL AUTOMOBILE LIABILITY, AND WORKERS COMPENSATION ARE STANDARD LINES OF COVERAGE REQUIRED FOR ALL WAKE COUNTY BOARD OF EDUCATION (WCBOE) AGREEMENTS**

Type of Insurance	Type of Service	Minimum Insurance Limits
Commercial General Liability (CGL)_ for direct operations, contractual liability and completed operations with limits not less than those stated	All Services	\$1,000,000 each occurrence Including Personal & Advertising Injury \$1,000,000 each occurrence with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate and Medical Expense \$5,000 (any one person)
Commercial Automobile Liability (CAL) including coverage for owned, hired, and non-owned vehicles: Enhanced Limits Automobile Liability	All Services operating vehicles on WCPSS sites or transporting goods. Contact WCPSS Risk Management For services that transport Students or Staff Contact WCPSS Risk Management for Charter/Motorcoach Transportation	\$1,000,000 per occurrence Combined Single Limit each accident. \$2,000,000 per occurrence Combined Single Limit (for Hired Transportation example EC Transportation, Special Events) \$5,000,000 per occurrence/Combined Single Limit required for Charter/Motorcoach Transportation Services
Workers Compensation (WC) including Occupational Disease and Employer's Liability Insurance.	All Services Required for any contractor with three or more W2 employees. Contractors not required by law to carry Workers Compensation may be required to provide proof of or attest the personal health insurance	Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws. Part B: Employer's Liability Bodily Injury by Accident: \$500,000 each accident Bodily Injury by Disease: \$500,000 each employee Bodily Injury by Disease: \$500,000 Policy Limit

OTHER INDUSTRY TYPES OF APPROPRIATE INSURANCE BELOW OR LIMITS ARE REQUIRED BY WCPSS RISK MANAGEMENT DEPENDING UPON THE SCOPE OF SERVICES

Professional Liability Insurance (PL) Errors and Omissions (E&O)	Required for any services involving professional services such as architectural and or engineering and design services. May include malpractice insurance if medical or mental health services are provided.	Minimum \$1,000,000.
Sexual Misconduct Liability (SML) /Sexual Abuse/Molestation (SAM)	Required for any provider services when alone with students, including online services involving live chat. For allegations of sexual abuse by policyholders and those employed by them, whether founded or unfounded.	Minimum \$1,000,000.
Cyber Liability (CL)	Required for any service with access to or exchange involving personally identifiable information or software applications.	Minimum Limit requirements \$1,000,000 up to \$5,000,000
Aircraft/Aviation General Liability (AGL)	Required for any services or presentations involving manned or unmanned flight. Most commercial general liability policies will not cover aviation-related exposures.	Minimum \$1,000,000 for each occurrence + WCBOE Policy must be followed and WCPSS Risk Management must approve the flying pre-flight.
Pollution Liability	Required if hazardous waste / harmful substances are being utilized or disturbed.	Minimum \$1,000,000. Each wrongful act with \$2,000,000 aggregate
Commercial Crime Insurance (Included extension to third parties)	Required for contracted services that have access to WCPSS sites while unsupervised example Custodial, Security	Minimum \$1,000,000. Each wrongful act with \$2,000,000 aggregate


**WAKE COUNTY
PUBLIC SCHOOL SYSTEM**

PURCHASING DEPARTMENT
1551 ROCK QUARRY ROAD
RALEIGH, NC 27610

VENDOR INFORMATION FORM

In order to be an active vendor with the Wake County Public School System and to have purchase orders and checks issued to you, a completed, TYPED Vendor Information Form must be submitted to our purchasing department. **Please complete all of the following information and email to purchasing@wcpss.net**

Tax ID (FEIN or SSN):

MUST ATTACH IRS FORM W-9

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Organization Type: Corporation Individual/Sole Proprietor Joint Venture LLC
 Partnership/Limited Partnership Non Profit* Tax Exempt

Name of Company/Firm (as shown on Federal Tax return):

Alternate name, if applicable (doing business as):

Name(s) of Owner(s)

Mailing address:

City: **State:** **Zip+4:**

Contact person: **Business Ph:**

E-mail address (for E-notifications):

Payment address (if different from address above):

City: **State:** **Zip+4:**

Invoice Payment Terms: Net 30 1% 10, Net 30 2% 10, Net 30 Other

Are you a Supplier of Goods or Services? **GOODS** YES NO **SERVICES** YES NO

Are you a Government Agency? YES NO

Do you receive retirement income from the N.C. Retirement System? YES NO

Are any owners related to any employee of Wake County Public School System: YES NO

If Yes, Owner Name:

Relationship:

WCPSS Employee Name:

Position/Dept:

ATTACHMENT: C

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

- Minority Owned Business
- Woman Owned Business
- Small Business Enterprise

____ Yes, I certify that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

____ No, my company has not yet received HUB or MWBE certification but meets the above criteria.

____ No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: _____

Date: _____

Print Name: _____

NON-DISCLOSURE AGREEMENT

This Agreement (the "Agreement") is entered into and effective as of this ___ day of _____, 2025 (the "Effective Date"), by and between _____, with offices at _____ and its Affiliates ("Bidder") and Wake County Public School System, a North Carolina public school system with its primary office at 5625 Dillard Drive, Cary, North Carolina 27518 ("WCPSS"). Bidder and WCPSS are herein individually referred to as a "Party" and collectively referred to as the "Parties." In this Agreement, "Disclosing Party" refers to WCPSS and "Receiving Party" refers Bidder.

RECITALS:

A. Bidder is in the business of providing penetration testing and other information security assessment services.

B. Bidder is interested in exploring a possible business relationship with WCPSS (the "Purpose") to provide internal and external network penetration testing services to identify vulnerabilities, insecure configurations, and exploitable pathways within the district's internal and external enterprise networks (the "Projects").

C. WCPSS possesses certain Confidential Information (as defined below) related to the Project that it desires to keep confidential for cyber security reasons.

D. WCPSS may disclose such Confidential Information to the Bidder pursuant to the terms of this Agreement in furtherance of the Purpose.

E. The parties acknowledge that WCPSS is a public body and documents in its possession may be subject to North Carolina's Public Records Law (GS 132-1, et seq.).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Parties hereby agree as follows:

1. The term "Confidential Information" means all information and materials the Disclosing party shares with the Receiving Party during the bidding process, including but not limited to confidential information about the WCPSS internal and external enterprise networks, facility structure, computer code, software, hardware configurations, and related assessments, reports, research, data, studies, products, services, product plans, designs, and drawings which are supplied to or accessed or received by the Receiving Party and all reports, analyses, findings, compilations, studies, data, recommendations, prototypes or other documents or materials prepared by the Receiving Party using such information. The Disclosing Party shall be solely responsible for providing Confidential Information in such a way that it can be withheld from disclosure in accordance with North Carolina's Public Records Law.

2. Use of Confidential Information.

(a) The Receiving Party agrees to keep in strictest confidence and not disclose or make available to any third party any Confidential Information disclosed to it by the Disclosing Party. The Receiving Party agrees to only use the Confidential Information of the Disclosing Party for purposes of evaluating a potential business relationship between the Parties. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information of which it becomes aware and assist the Disclosing Party in remedying any such unauthorized use or disclosure.

(b) Confidential Information may be disclosed only to those employees, attorneys, professional advisors, financing sources, or other representatives of the Receiving Party (collectively, the "Representatives") who (i) reasonably require access to such information for the Purpose and (ii) have been informed of the confidential nature of the Confidential Information and have agreed in writing to comply with the requirements of this Agreement.

(c) Notwithstanding the foregoing, nothing herein shall limit the disclosure or use of Confidential Information which:

- (i) is legally in the possession of the Receiving Party or its employees prior to receipt thereof from the Disclosing Party;
- (ii) enters the public domain through no fault of the Receiving Party or its Representatives;
- (iii) is disclosed to the Receiving Party without restriction or breach of any duty of confidentiality by a third party who had the right to make such disclosure; or
- (iv) is lawfully developed by the Receiving Party independently of the Disclosing Party and without use of the Confidential Information;
- (v) is approved for release by written authorization of the Disclosing Party; or
- (vi) is required to be disclosed pursuant to North Carolina's Public Records Law.

(d) If the Receiving Party or a Representative of the Receiving Party is required by law, legal process, government agency or national securities exchange, to disclose any Confidential Information owned by the Disclosing Party, the Receiving Party shall provide prompt notice of such required disclosure to the Disclosing Party so that legal protection for the Confidential Information may be sought by the Disclosing Party. The Parties will cooperate with each other in seeking such legal protection, except the Disclosing Party shall be solely responsible for the defense of any claims or litigation arising out of the failure to disclose the Confidential Information to any third party. If, in the absence of a protective order, the Receiving Party is, in the opinion of its counsel, compelled to disclose the Confidential Information, such party or its Representative may disclose such Confidential Information to the extent compelled to do so without liability hereunder.

(e) All Confidential Information accessed or disclosed to or acquired by a Receiving Party from a Disclosing Party shall be and remain the sole property of the Disclosing Party. All Confidential Information and any other copies or derivatives thereof in whatever form shall be either returned to the Disclosing Party or destroyed by the Receiving Party upon the conclusion of the bidding process, or if the parties enter into a contract for services, upon the conclusion of the project; provided, that the Receiving Party may retain (i) one physical copy of such materials solely

for archival, legal, compliance or regulatory purposes and (ii) electronic copies in accordance with the Receiving Party's customary electronic record retention and retrieval practices. Such retained Confidential Information will remain subject to this Agreement.

(f) Confidential Information is provided "as is" and the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed by it nor shall the Disclosing Party be liable to the Receiving Party relating to the Receiving Party's use of the Confidential Information or any errors therein or omissions therefrom.

3. No title, license or other right is hereby granted, either express or implied to the Receiving Party (a) with respect to the Confidential Information of the Disclosing Party, or (b) under any patent, patent application, copyright, trademark or other proprietary right now or hereafter owned or controlled by the Disclosing Party or any of its current or prospective clients.

4. To the extent allowed by North Carolina's Public Records Law, the Receiving Party agrees to treat the Disclosing Party's Confidential Information as confidential trade secrets and shall take such steps to protect the Disclosing Party's Confidential Information as it does to protect its own most highly sensitive proprietary and trade secret information but in no event less than reasonable care. The Disclosing Party shall be solely responsible for providing Confidential Information in such a way that it can be withheld from disclosure in accordance with North Carolina's Public Records Law. The confidentiality obligations in this Agreement shall survive in accordance with Section 11.

5. If any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law, and such invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the Parties' intention with respect to such invalid or unenforceable term or provision.

6. Both Parties acknowledge that remedies at law may be inadequate to protect the Disclosing Party against any actual or threatened breach of this Agreement by the Receiving Party, and, without prejudice to any other rights and remedies otherwise available to the Disclosing Party, agree that the Disclosing Party shall be entitled to seek specific performance or injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement without posting bond or other security.

7. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of North Carolina without giving effect to the conflicts of law principles thereof. Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted in the federal courts of the United States in North Carolina or the courts of the State of North Carolina and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

8. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties. Nothing in this Agreement shall limit or prevent a Party or its Affiliates from conducting its normal business operations.

9. Except to the extent required by North Carolina’s Open Meetings Law, neither Party will, without prior approval of the other Party, make any public announcement regarding the Purpose or the other Party's involvement in the Projects, or the existence of this Agreement.

10. This Agreement shall inure to the benefit of and shall be binding upon the Parties’ respective successors and permitted assigns. No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. This Agreement contains the entire agreement between the Parties and supersedes prior agreements covering the same topics, but in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

11. This Agreement shall commence as of the Effective Date and shall continue in effect indefinitely, unless the Parties both agree in writing to terminate this Agreement.

12. This Agreement may not be amended or assigned without the prior written consent of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first above written.

WAKE COUNTY PUBLIC SCHOOL SYSTEM

BIDDER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____