



DURHAM PUBLIC SCHOOLS	REQUEST FOR PROPOSALS NO: 179-1819-532-E_RATE_REVISD
<p>Direct all inquiries concerning this bid to: Durham Public Schools Attention: Currie Sutton</p> <p>All questions must be submitted via email no later than 12:00 P.M. EST <u>March 2, 2019</u></p>	<p>Please return two (2) sealed response of your proposal to Ms. Currie Sutton, Contact for Durham Public Schools, 31225 Bainbridge Road, Suite H, Solon, OH 44139.</p> <p>All responses are due by 2:00P.M. EST <u>March 12, 2019.</u></p> <p>All responses must be signed and have the bid number 179-1819-532-E_RATE_REVISD notated on the outside of the sealed package.</p>
Email: currieasutton@epicinc.org	Date of E-Rate Service July 1, 2019 through June 30, 2020 <i>With two possible voluntary extensions of 12 months each.</i>

NOTE: Questions concerning the specifications in this Request for Proposals will be received until the date and time listed above. ALL QUESTIONS MUST BE SUMITTED IN WRITING BY EMAIL TO THE EMAIL ADDRESS LISTED ABOVE. NO QUESTIONS will be received by telephone. Questions received after the date and time listed above will not be considered. It is the OFFEROR'S responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

NOTICE TO BIDDERS: Sealed Proposals subject to the conditions herein will be received until 2:00 P.M. EST on March 12, 2019.

All responses must have the bid number 179-1819-532-E_RATE_REVISD notated on the outside of the sealed proposal.



DURHAM PUBLIC SCHOOLS	REQUEST FOR PROPOSALS NO: 179-1819-532-E_RATE_REVISD
REQUEST FOR PROPOSAL FOR INTERNAL CONNECTIONS SERVICES	CATEGORY 2: MANAGED INTERNAL BROADBAND SERVICE FOR E-RATE ELIGIBLE PRODUCTS
RFP RELEASE DATE: February 12, 2019	RFP RESPONSE DATE: March 12, 2019
<p>Durham Public Schools does not discriminate on the basis of age, race, color, national or ethnic origin, sex, or handicap in employment practices or in administration of any of its educational programs and activities in accordance with applicable federal statutes and regulations.</p>	

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Durham Public Schools is soliciting Managed Internal Broadband Services proposals from qualified Service Providers for the Schools listed in Section II and the services listed in Section V.

I. INSTRUCTIONS TO BIDDER AND GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** Durham Public Schools reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, Durham Public Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to Durham Public Schools, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of Durham Public Schools.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Items 4 and 5 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.

8. **SUSTAINABILITY**: To support the sustainability efforts of Durham Public Schools of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
- All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders and paper clips (NOT STAPLES) are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
9. **HISTORICALLY UNDERUTILIZED BUSINESSES**: Pursuant to General Statute 143-48 and Executive Order #150 (1999), Durham Public Schools 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.
10. **RECIPROCAL PREFERENCE**: G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. The “Principal Place of Business” is defined as that principal place from which the trade or business of the Vendor is directed or managed.
11. **CONFIDENTIAL INFORMATION**: To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
12. **PROTEST PROCEDURES**: When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims. **Note**: Contract award notices are sent only to the Vendor actually awarded the

Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

13. **MISCELLANEOUS**: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
14. **COMMUNICATIONS BY VENDORS**: In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of Durham Public Schools concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless Durham Public Schools directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of Durham Public Schools, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
15. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information are available at the following website <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
16. **WITHDRAWAL OF PROPOSAL**: a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
17. **INFORMAL COMMENTS**: Durham Public Schools shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of Durham Public Schools during the competitive process or after award. Durham Public Schools is bound only by information provided in this RFP and in formal Addenda issued through IPS.
18. **COST FOR PROPOSAL PREPARATION**: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Durham Public Schools of North Carolina will not reimburse any Vendor for any costs incurred prior to award.

- 19. VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- 20. SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describes what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.
- 21. INSPECTION AT VENDOR'S SITE:** Durham Public Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for Durham Public Schools 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 the Contract.
- 22. E-RATE INSTRUCTIONS:** This RFP will be issued at the same time the FCC Form 470 is filed; this RFP will remain posted for no less than 28 days.
- 23.** Funding will be subject to E-Rate eligibility and District Approval. Any Contract entered into by the District will be contingent upon E-Rate funding.
- 24.** Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- 25. LOWESTS CORRESPONDING PRICE:** Per FCC rules, vendors must offer the Lowest Corresponding Price when submitting proposals. Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-Rate applicant (school, library, or consortium) for similar services. See 47 CFR, Part 54, Section 54.500(f). Service providers cannot charge E-Rate applicants a price above the LCP for E-Rate services. See 47 CFR Section 54.511(b). There is a rebuttable presumption that rates offered within the previous 3 years are still compensatory.
- 26. Two (2) clearly identified sealed original of your proposal as well as one (1) digital media (CD, DVD, USB drive) copy is required for district evaluation. The printed version should be loosely bound. Both versions should be mailed in the same package.** Responsive proposals should provide straightforward, concise information that satisfies the requirements of this RFP. The District does not wish nor require that vendors bind their responses nor staple sections together. Responses in 3-hole punched binders or loose with a binder clip are sufficient and desired. Emphasis should be placed on skills and experience that respond to the needs of the School District, the requirements of this RFP, and completeness and clarity of content.
- 27.** Every effort has been made to ensure that all information needed by the offeror is included herein. If an offeror finds that a proposal cannot be completed without additional information, if there are any questions for this bid, please direct those to: currieasutton@epicinc.org.
- 28.** Bids received prior to the time of opening shall be held unopened. No responsibility will be

assumed by the district or its representatives for the premature opening of a BID NOT PROPERLY IDENTIFIED.

29. All entries shall be entered in ink or typewritten and shall remain firm for a period of not less than **(ninety) 90 days**. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the proposal.
30. Offers, amendments thereto or withdrawal requests must be received by the time advertised for proposal opening to be timely filed. It is the vendor's sole responsibility to insure these documents are received by the person (or office) at the time indicated in the solicitation document.
31. By submission of an offer, you are guaranteeing that all services meet the requirements of the solicitation.
32. The document that will form the contract shall include the entire solicitation, all amendments, the winning offeror's proposal and the subsequent "Contract Agreement".
33. This solicitation does not commit **DURHAM PUBLIC SCHOOLS** to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The owner reserves the right to accept or reject any or all proposals received as a result of this solicitation, to negotiate its entirety this solicitation if it is in the best interest of the owner to do so. The offeror shall bare all costs associated with the preparation of the response.
34. All vendors will receive **EQUAL CONSIDERATION** in the bidding procedures
35. Bids will be awarded to the **BIDDER** who **MEETS SPECIFICATIONS**, complies with all **INSTRUCTIONS AND CONDITIONS**, and demonstrates product superiority via demonstrations and test runs if required.
36. The district reserves the right to select the proposal which it deems most appropriate and is not bound to accept any proposal based solely upon price. Any award resulting from this bid shall be made to the offeror whose proposal is determined to be most advantageous to the district taking into consideration price and the evaluation factors set forth herein.
37. Proposals, amendments thereto or withdrawal requests must be received by the time advertised for proposal opening to be timely filled. It is the vendor's sole responsibility to ensure that these documents are received by the person (or office) at the time indicated in the solicitation document.
38. When specifications or descriptive papers are submitted with the offer, enter offeror's name and solicitation number.
39. The intent of the District is to enter into a negotiated procurement prior to acceptance of an offer, therefore, it must be understood that confidentiality and impartiality are of paramount importance.
40. **AMBIGUOUS OFFERS:** Offers, which are uncertain as to terms, delivery, compliance to requirements and/or specifications, may be rejected or otherwise disregarded.

- 41. PROHIBITION OF GRATUITIES:** Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by North Carolina law. The provision of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative for making a gift to child, grandchild or other close relatives for love and affection except as hereinafter provided."
- 42. OFFERER'S QUALIFICATIONS:** Offers shall be considered only from offerors who are regularly established in the business called for, and who in the judgment of the district, are financially responsible and able to show evidence of their reliability, ability, experience, and have personnel directly employed or supervised in the manner called for. The district may make such investigation as deemed necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the district all such information and data needed for this request, including a detailed list of the equipment which the offeror proposes to use; and a detailed description of the method proposed for service completion/installation. The district reserves the right to reject any offer if the evidence submitted by, or investigation of such offers demonstrates that the offeror is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional offers will not be accepted.
- 43. OFFEROR'S RESPONSIBILITY:** Each offeror shall fully acquaint himself with conditions relating to the scope, and restrictions attending the execution of the work under the conditions of this proposal.
- 44. COMPETITON:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the district in writing. The solicitation may or may not change, but a review of such notification will be made prior to award.
- 45. WAIVER:** The owner reserves the right to waive any provisions of this solicitation.
- 46. LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of the state of North Carolina, which require such person or entity to be authorized and/or licensed to do business in this state, by submission of this signed offer, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the state of North Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses, or fees levied by the State/County.
- 47. ACCIDENTS:** The vendors shall hold the owner harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the owner of any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the owner reserves the right to defend such motion change all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.

- 48. AFFIRMATIVE ACTION:** The successful Offeror shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped and concerning the treatment of all employees, without regards of discrimination by reasons of race, color, sex, religion, and or national origin.
- 49. FORCE MAJEURE:** Neither the District nor the successful offeror shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.
- 50. NON-APPROPRIATIONS:** Any contract entered into by the owner resulting from this solicitation shall be subject to cancellation without damages of further obligation when funds are not appropriated or otherwise made available to support continuation of performance on a subsequent fiscal period or appropriated year.
- 51. ASSIGNMENT:** No contract may be assigned, sublet or transferred without written approval of the Executive Director Information Technology.
- 52. PROPOSAL EVALUATION:** Proposals received on-time will be evaluated based on the E-Rate criteria as outlined below. The following factors will be used in evaluating bid responses; price is weighted higher than any other single factor:

Factor	Points
Price of Eligible Service	30
Strong and unequivocal evidence that proposing organization’s human, organizational, technical, and professional resources and abilities can support the proposed project, which will meet the full scope of the requirements specified in the RFP and Management and Personnel Qualifications.	25
Other Cost Factors (including price of ineligible goods and services, price of changing providers, price for breaking contract, interoperability with current networking environment, etc.)	20

Prior Experience working in and providing the needed products and services to public school environments. Prior Experience in a similar K-12 education environment	10
Environmental Objectives ¹ as well as Quality of Response (A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission)	10
E-Rate Expertise (SPI billing versus BEAR billing)	5
Total	100

53. ARBITRATION: Under no circumstances and with no exception will the Cumberland County Schools act as arbitrator between the Offeror and any sub-contractor.

54. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Appointed Contracting Officer.

55. AWARD: Durham Public Schools reserves the right to reject any and all proposals and to make an award in the best interest of the District.

56. NOTICE: Taxes, Travel and Living Expenses:

All prices/rates quoted must include all taxes (local, state, and federal) as separate line item.

Please provide a complete proposal, avoiding any hidden items, and include any estimates for labor, as well as cost-reimbursable items such as travel, and out-of-pocket expenses.

57. SPIN NUMBER: Please include SERVICE PROVIDER INFORMATION NUMBER (SPIN) for E-Rate purposes.

58. REFERENCES: Proposers must provide a minimum of three (3) current references of similar services/solutions they have provided, including contact information. See section VI.

59. DISQUALIFICATION: Responders should be aware of the following reasons that may be used for bid response disqualification.

- Vendor is on Red Light status with the FCC or is delinquent on a debt to a state or federal government agency or entity;
- Vendor is not authorized to do business in North Carolina;
- Vendor has not been in business for at least 5 years performing the services or furnishing the equipment required in this RFP;
- Vendor does not have an E-Rate SPIN number;

¹ See page 20 for a complete list of environmental objectives

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- Vendor cannot provide all equipment and services listed in the RFP unless otherwise noted in this solicitation that separate contracts may be awarded for subsets of equipment and/or services.
- Vendor does not agree to provide discounted billing to the District.

II. BUILDING LOCATIONS

Building locations for each request listed below, are at the following addresses:

SCHOOL ENTITIES	ADDRESS
Bethesda Elementary	2009 S. Miami Blvd
Brogden Middle School	1001 Leon Street
Burton Elementary	1500 Mathison Street
C.C. Spaulding Elementary	1531 S Roxboro Road
Carrington Middle School	227 Milton Road
Schools for Creative Studies	5001 Red Mill Road
Club Blvd Elementary	400 W Club Blvd
Creekside Elementary	5321 Ephesus Church Road
Durham School of the Arts	400 N Duke Street
E.K. Powe Elementary	913 Ninth Street
Easley Elementary	302 Lebanon Circle
Eastway Elementary	610 Alston Avenue
Eno Valley Elementary	117 Milton Road
Fayetteville St. Elementary	2905 Fayetteville Street
Forest View Elementary	3007 Mount Sinai Road
George Watts Elementary	700 Watts Street
Githens Middle School	4800 Chapel Hill Road
Glenn Elementary	2415 E Geer Street
Hillandale Elementary	2730 Hillandale Road
Holt Elementary	4019 Holt School Road
Hope Valley Elementary	3005 Dixon Road
J.D. Clement Early College HS	1801 Fayetteville Street
Jordan High School	6806 Garrett Road
Lakeview School	3507 Dearborn Drive
Lakewood Elementary	2520 Vesson Avenue

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Little River Elementary	2315 Snow Hill Drive
Lowes Grove Middle School	4418 S Alston Avenue
Mangum Elementary	9008 Quail Roost Rd Road
Merrick-Moore Elementary	2325 Cheek Road
Morehead Elementary	909 Cobb Street
Neal Middle School	201 Baptist Road
Northern High School	117 Tom Wilkinson Road
Oak Grove Elementary	3810 Wake Forest Road
Parkwood Elementary	5207 Revere Road
Pearsontown Elementary	4915 Barbee Road
R.N. Harris Elementary	1520 Cooper Street
Riverside High School	3218 Rose of Sharon Road
Rogers-Herr Middle School	911 Cornwallis Road
Shepard Middle School	2401 Dakota Street
Southern School of Energy and Sustainability	800 Clayton Road
Southwest Elementary	2320 Cook Road
W. G. Pearson Elementary	3501 Fayetteville Street
Y. E. Smith Elementary	2410 E. Main Street
Spring Valley Elementary	2051 Northern Durham Parkway
City of Medicine Academy	200 Wisteria Avenue
Sandy Ridge Elementary	1417 Old Oxford Road
Hillside High School	3727 Fayetteville Street
Hillside New Tech High School	3727 Fayetteville Street
Holton Career & Resource Center	401 N Drive Street
Durham Performance Learning Center	401 N. Drive Street
Lakewood Montessori Middle	2119 Chapel Hill Road
Lucas Middle School	923 Snow Hill Road
Whitted School	1210 Sawyer Street

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CORE ENTITY	ADDRESS
Technology Data Center	3021 East Cornwallis Rd.

NON-INSTRUCTIONAL ENTITIES	ADDRESS
Fuller Building (BOE)	511 Cleveland St
Maintenance Center	2011 Hamlin Rd
Transportation Center	2013 Hamlin Rd
Bacon St. (Durham County CSFB)	808 Bacon St
Staff Development Center	2107 Hillandale Rd
Hamlin Rd Technology Dept.	1817 Hamlin Rd

III. DATES AND ACTIVIES

1. **If there are any questions for this bid, please direct those to:** currieasutton@epicinc.org.

Deadline for questions will be March 1, 2019 at 12:00 pm. No questions will be accepted after this time.

2. RELEVANT DATES:

Event	Date
Release bid to Bidders	February 12, 2019
Deadline for bid Questions	March 1, 2019, 12:00 pm EST
Deadline for Proposal Submission	March 12, 2019, 2:00 pm EST
Date of E-Rate Service	July 1, 2019 through June 30, 2020 <i>With two possible voluntary extensions of 12 months each.</i>

IV. EXECUTION PAGE²

EXECUTION

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its 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 it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

VENDOR:		SPIN Number:	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FEDERAL ID NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:	

Offer valid for at least 120 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

***ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by Durham Public Schools, an authorized representative of Durham Public Schools shall affix his/her signature hereto and this document and all provisions of this Request For Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<p>FOR DURHAM PUBLIC SCHOOLS USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____</p> <p>(Authorized Representative of [Agency Name])</p>
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² Please return this page with your company's response.

V. SERVICE DESCRIPTION

NO HARDWARE, SOFTWARE, OR COMPONENTS WILL BE PURCHASED IN THIS RFP. THIS RFP IS FOR SERVICES ONLY.

Durham Public Schools (DPS) is seeking bids/quotes for E-Rate Category 2 Services for MANAGED INTERNAL BROADBAND SERVICES (MIBS).

Eligible Managed Internal Broadband Services

Defined by the FCC as: “Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connections are eligible managed internal broadband services (e.g., managed Wi-Fi).”

Services quoted may include:

E-Rate support is limited to eligible expenses or portions of expenses that directly support and are necessary for the broadband connectivity within schools and libraries. **Eligible expenses include the management and operation of the LAN/WLAN**, including installation, activation and initial configuration of eligible components, and on-site training on the use of eligible equipment.

Management and Operation of the LAN Equipment should go beyond the Basic Maintenance of Eligible Broadband Internal Connections Services as defined by the FCC: “support is available for basic maintenance and technical support appropriate to maintain reliable operation when provided for eligible broadband internal connections.

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Configuration changes
- Basic technical support including online and telephone-based technical support
- Software upgrades and patches including bug fixes and security patches”

The district owns the equipment, and this RFP is to have a third party manage the equipment through MIBS Services.

The Attached Spreadsheet include the eligible inventory of the current existing LAN/WLAN SWITCHING NETWORK INFRASTRUCTURE AND WIFI EQUIPMENT. DPS reserves the right to be replaced or upgraded during the life of the contracted services.

SUMMARY OF ELGIBILE INVENTORY EQUIPMENT:³

Network Switches	
Cisco 2960C-24	1
Cisco 2960C-8	78
Cisco 2960S-24	120
Cisco 2960S-48	482
Cisco 3560-24	4
Cisco 3560-48	45
Cisco 3560-8	8
Cisco 3560C-8	1
Cisco 3560G-48	42
Cisco 3560V2-24	22
Cisco 3560V2-48	33
Cisco 3650-24	18
Cisco 3650-48	37
Cisco 3650-8	2
Cisco 3650C-8	6
Cisco 3750-12	4
Cisco 3750-48	10
Cisco 3750G-12	21
Cisco 3750G-48	11
Cisco 3750X-12	7
Cisco 3850-12	7
Cisco 3850-24	8
Switch Grand Total	967

³ Quantities and models are subject to change.

Wireless Access Points	
Cisco AIR-CAP37021-B-K	2724

Core Network	
Cisco LIC-CT8540-1A	2
Cisco AIR-CT5508-500-K9	1
Cisco N2K-C2248TP-E	2
Cisco N5K-C5548UP-Fa	2
Cisco N7K-C7010	2
Cisco WS-C3850-12XS-E V02	8
Cisco ACS 5.5 (Virtual)	1
Cisco FIREPOWER 4110	1
Core Network Grand Total	19

SUMMARY OF INELGIBLE INVENTORY EQUIPMENT (RESIDES IN NON-INSTRUCTIONAL FACILITIES):⁴

Network Switches	
WS-C2960S-48FPD-L	37
WS-C2960S-24PD-L	9
WS-C3560V2-24TS	5
WS-C3560-48PS	2
WS-C2960S-24PS-L	2
WS-C3560-48PS	1
WS-C3560-8PC	1
WS-C3750G-12S	3
WS-C2960C-8PC-L	2
Switch Grand Total	62

⁴ Quantities and models are subject to change.

DURHAM PUBLIC SCHOOLS

Wireless Access Points	
AIR-LAP1142N-A-K9	100
AIR-CAP3602I-A-K9	4
Wireless Grand Total	104

Cisco UCS	
UCS 6248UP - Fabric Interconnects	2
All the Cisco servers below are on the UCS	
Cisco Emergency Responder	1
Cisco Emergency Responder (HA)	1
CM1 Cisco Unified Communications Manager	1
CM2 Cisco Unified Communications Manager	1
CM3 Cisco Unified Communications Manager	1
CM4 Cisco Unified Communications Manager	1
CM5 Cisco Unified Communications Manager (TFTP1)	1
CM6 Cisco Unified Communications Manager (TFTP2)	1
Cisco Unity Connection	1
Cisco Unity Connection (HA)	1
Cisco Prime Infrastructure	1

Inventory per entity can be found in the attached spreadsheets.

SUPPORT:

Strong and unequivocal evidence that proposing organization’s human, organizational, technical, and professional resources and abilities can support the proposed project, which will meet the full scope of the requirements specified in the RFP and Management and Personnel Qualifications should be included in your company’s response. Technicians should be qualified to maintain the equipment listed in the inventory provided. Please include personnel resumes for lead technicians who would be managing implementation of the services.

Proposals should delineate specific responsibilities of the service provider under the proposed agreement and that of the district personnel.

SERVICE LEVEL AGREEMENTS:

Any SLA between the District and the service provider will need to have prior approval before it is considered final. Aspects of the SLA should include responsibilities, quality of service, availability of service (applicable service hours, from what time till what time is the service available according to the agreement and how much is the service available during the service window and outside of service window), contact points and escalation, a communication matrix and service performance matrix with consequences for not meeting service obligations.

Responses should provide all Service Level Agreement (SLA) specifications or terms, and/or benchmarks for network performance and response times, billing credits for missed benchmarks, response times, etc.

A sample SLA or other scope descriptions are requested to be included in the proposed service response. SLA should indicate technical support availability (e.g. 24x7 or 9x5 etc.) at respective price points.

SERVICE LEVEL RESPONSE EXAMPLE:

Priority 1 – Any widespread outages

- 24x7x365 support
- Notification to district designated within (X) hour(s) staff and qualified personnel on-site within (X) hour(s)
- Problem resolution continues until resolved
- All events from time of discovery until time of resolution including any lessons learned, must be documented fully
- Updates to designated district staff every (X) minutes until resolved within (X) hour(s)

Priority 2 – Building-wide outages

- 12x5x260 support
- Notification to district designated within (X) hour(s) staff and qualified personnel on-site within (X) hour(s)
- Problem resolution continues until resolved

- All events from time of discovery until time of resolution including any lessons learned, must be documented fully
- Updates to designated district staff every (X) minutes until resolved within (X) hour(s)

Priority 3 – Partial Site outages

- 12x5x260 support
- Notification to district designated staff within (X) hour(s) and qualified personnel on-site within (X) hour (s)
- Problem is worked during SLA hours until resolved within (X) hour(s)

Priority 4 – Application outages / Minimal Business Impact

- 8x5x260 support
- Notification to district designated staff within (X) hour(s) and qualified personnel on-site within (X) hour (s)
- Problem is worked during SLA hours until resolved within (X) hour(s)

Priority 5 – Work Request / Non-Critical

- 8x5x260 support
- Notification to district designated staff within (X) hour(s) and qualified personnel on-site within (X) hour (s)
- Problem is worked during SLA hours until resolved within (X) day(s)

VI. PRICING

ELIGIBLE SUPPORT:

Eligibility limitations for managed internal broadband services – The equipment eligible for support as part of a managed internal broadband service may include only equipment listed above as broadband internal connections. Upfront charges that are part of a managed service contract are eligible for E-Rate support except to the extent that the upfront charges are for any ineligible internal connections (e.g., servers other than those that are necessary to provide caching), which, if included in the contract, must be cost allocated out of any funding request.

Pricing: If the service includes any ineligible activities for E-Rate support or at any ineligible (non-instructional) locations, such ineligible proposed costs **MUST** be identified separately. Please provide a total annual estimated cost as indicated below for E-rate-eligible items and entities listed in the RFP.

NON-ELIGIBLE SUPPORT:

Bidders should be very clear regarding the specific responsibilities of the vendor under the proposed agreement vs. that of the district.

If the service includes any IT management functions ineligible for E-Rate (such as desktop, email, file server or other ineligible support) or at ineligible locations, such ineligible proposed costs **MUST** be identified & allocated out of the proposal separately, in order that eligible costs can be easily applied for on the E-Rate 471 application.

If proposing additional services beyond any E-Rate-eligible service (e.g. desktop, anti-virus, email, file/application server, or other ineligible maintenance) bidder must invoice USAC for only eligible discounted charges. Ineligible and non-discounted eligible charges must be billed to district separately.

The service may be quoted in one of many formats, including price per-pupil, per-component, per-site, hourly, or other reasonably tangible pricing model. **In either case, please provide a total annual estimated cost, both for E- Rate-eligible and non-eligible portions where applicable.**

- **TURNKEY SOLUTION FOR ELIGIBLE MIBS PRICING:**

Yearly Total:	\$
Taxes:	\$
Grand Total for One Year:	\$

• **TURNKEY SOLUTION FOR INELIGIBLE MIBS PRICING:**

Yearly Total:	\$
Taxes:	\$
Grand Total for One Year:	\$

Bidders may propose single-year or multiple-year solutions.

Notice for Taxes, Travel and Living Expenses:

All prices/rates quoted must include all taxes (local, state, and federal) as separate line item.

Please provide a complete proposal, avoiding any hidden items, and include any estimates for labor, as well as cost-reimbursable items such as travel, and out-of-pocket expenses.

LOWEST CORRESPONDING PRICE (LCP):

Lowest corresponding price is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular applicant (school, library, or consortium) for similar services. See 47 C.F.R. § 54.500.

Service providers cannot charge applicants a price above the LCP for E-Rate Program services. See 47 C.F.R. § 54.511(b).

This ensures that: 1) service providers do not charge applicants more than they would charge their other customers for the same services. See First Report and Order, 12 FCC Rcd 8776, 9031-32, para. 484; and 2) any lack of experience in negotiating in a service market does not prevent applicants from receiving competitive prices. See First Report and Order, 12 FCC Rcd 8776, 9031, para. 484.

A service provider – regardless of the size of the company or the category of service provided – must ensure that the LCP is provided to applicants. The applicant is not obligated to ask for it, but must receive it. See 1996 Universal Service Order, 12 FCC Rcd 87, 383, para. 540.

USE AUDIT AND DOCUMENT RETENTION REQUIREMENT

The Service Provider shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to the Service Provider services to Durham Public Schools. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by DPS.

In addition to the foregoing, the Service Provider shall create, implement and enforce an internal E-Rate audit process that ensures that The Service Provider complies with all E-Rate program rules and regulations. This process shall include the following:

- Separating ineligible professional services costs, if any, from other charges.
- Where labor is involved, maintaining detailed timesheets.
- Ensuring that ineligible charges are not submitted to USAC.
- Invoicing to USAC that is consistent with the contract and the DPS 470 and 471.
- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the DPS, was actually provided to the DPS.
- If E-Rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-Rate funded services were provided within the allowable contract period and program year

VII. INTERNAL CONNECTIONS REFERENCES⁵

REFERENCE #1:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

REFERENCE #2:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

REFERENCE #3:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

⁵ Please return this page with your company's response.

VIII. ENVIRONMENTAL OBJECTIVES

The following Environmental Objectives are provided for your review and consideration. They will be used in the evaluation of responses to this bid and Form 470 associated with this bid.

- **Quality and Responsiveness of Proposal** – the degree to which responder answered the bid questions; completeness and clarity of response; conformance to instructions; conformance to terms and conditions; conformance to bid specifications.
- **Technical Merit of the Proposed Solution** – Did the responder demonstrate a comprehensive understanding of the project and familiarity with the requirements and specifications?
- **Substantial Responsiveness** – Does the proposal fulfill the requirements and the technical specifications or propose a different design that does not offer substantial equivalence in critical performance parameters or in other requirements?
- **Technology Evaluation** – The technology platform and architecture being proposed needs to be evaluated to make sure that the equipment can meet the application and service demands that will be placed on it.
- **Relevant Experience** – Does the responder have experience in the configuration and installation of projects similar to the scale and scope that you intend for your district?
- **Availability of Technical Support** – Are there readily available technicians who will provide troubleshooting?
- **Check Internal Connections References** – Contact references to verify quality and technical performance of Internal Connections installed by responders.
- **Reliability of Service/Continuance of Service** – What is the responder's record of reliability? What is the maximum length of downtime for transition, upgrade, and repair (the period of time during which service is not provided) of Internal Connections?
- **Flexibility** – Responders willingness and experience in adapting to mid-course corrections.
- **Scalability** – Is the solution architecture scalable for future growth and enhancements?
- **User Experience** – Ease of use; compatibility with existing systems/hardware.
- **Open Standards** – Does the solution utilize Proprietary or Open Standards based equipment?
- **Vendor's Financial Stability** – Review the financials of the bid responders to ensure they have the financial livelihood to deploy the project.

- **Warranty** – Extended warranty offer; length of time on individual components, replacement components and parts; quick and efficient exchange and replacement process.

ATTACHMENT A: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, Durham Public Schools shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of Durham Public Schools, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to Durham Public Schools for damages sustained by Durham Public Schools by virtue of any breach of this contract, and Durham Public Schools may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due Durham Public Schools from such breach can be determined. Durham Public Schools reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to Durham Public Schools.

In case of default by the Vendor, Durham Public Schools may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, Durham Public Schools may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with Durham Public Schools.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. Durham Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. 143-59.1 bars the Secretary of Administration 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 refuses 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 proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.

- c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
 - d. **Durham Public Schools is NOT tax exempt** unless otherwise indicated; tax must be computed and added to your bid as a separate line item. Any itemized shipping charges are also subject to tax. When invoiced, tax should be invoiced as a separate line item.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
 6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
 7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
 8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
 9. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save Durham Public Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
 10. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of Durham Public Schools of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether Durham Public Schools is willing to act as a reference by providing factual information directly to other prospective customers.
 11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
 12. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, Durham Public Schools may:
 - a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
 - b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate Durham Public Schools to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, Durham Public Schools, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

- 14. GENERAL INDEMNITY:** The Vendor shall hold and save Durham Public Schools, 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 Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that Durham Public Schools has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against Durham Public Schools agents who are involved in the delivery or processing of Vendor goods or services to Durham Public Schools. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

- 15. INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its

employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with Durham Public Schools.

16. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by Durham Public Schools assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor's proposal.
17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Unless otherwise indicated, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 20 of Attachment A: Instructions to Vendor.
18. **TERMINATION FOR CONVENIENCE:** Durham Public Schools may terminate this contract at any time by providing ___ days' notice in writing from Durham Public Schools to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of Durham Public Schools, become its property. If the contract is terminated by Durham Public Schools as provided in this section, Durham Public Schools shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.
19. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of Durham Public Schools.
20. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by Durham Public Schools for use in connection with the performance of this contract or purchased by or for Durham Public Schools for this contract, and Vendor will reimburse Durham Public Schools for loss or damage of such property while in Vendor's custody.
21. **PROPERTY RIGHTS:** All deliverable items and materials produced for or as a result of this contract shall become the property of Durham Public Schools, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to Durham Public Schools; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants Durham Public Schools a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
22. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to Durham Public Schools of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a State contract to a location outside of the United States.

23. COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

24. ENTIRE AGREEMENT: This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda thereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

25. AMENDMENTS: This contract may be amended only by a written amendment duly executed by Durham Public Schools and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

26. WAIVER: The failure to enforce or the waiver by Durham Public Schools of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

27. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

SOVEREIGN IMMUNITY: Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to Durham Public Schools under applicable law.

ATTACHMENT B: CERTIFICATION OF FINANCIAL CONDITION⁶

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature	Date
Printed Name	Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

Each Vendor shall certify it is financially stable by completing the ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify Durham Public Schools within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

⁶ Please return this page with your company's response.

ATTACHMENT C: IRAN DIVESTMENT ACT CERTIFICATION⁷

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*^{*} requires that each Vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. That the Vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. That the Vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. That the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

*Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.

⁷ Please return this page with your company's response.

According to the N.C. General Statutes, North Carolina school systems must report purchases made from Historically Underutilized Business (HUB). Please check applicable categories below:

HUB Category:

() Minority Owned; () Woman Owned; () Disabled Owned; () Black; () Hispanic; () Asian American;

() American Indian; () Disadvantaged; () Female; () Disabled Business; () Other

() None of the Above

HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, DPS 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.

According to IRS regulations, the school system is required to file a 1099-Misc form with the firm if:

We made payment to someone who is not our employee.

We made payment for services rendered in the course of our business.

We made payment to someone other than a corporation (i.e. an individual or a partnership).

We made payment to you for at least \$600.00 during the year.

Please submit copy of Taxpayer Identification Number and Certification – IRS Tax Form W-9

NON-APPROPRIATION/CANCELLATION

Lessee's operations are funded under appropriations or budgetary approvals made by Durham Public Schools, on a fiscal year basis. For the fiscal year, Lessee has received all necessary approvals for the lease of the equipment subject to this Lease and for the payment of the rentals required under this Lease. While similar approvals are expected for each of the future fiscal years during the term of this Lease, such approvals cannot be assured. If, for any such fiscal year, necessary approvals are not received for the continuation of this Lease, then the Lessee shall have the right, exercisable by written notice delivered twenty (20) days prior to the expiration of the then current fiscal year, to terminate this Lease as of the last day of such current fiscal year, subject to the requirements that (a) all obligations of the Lessee under the Lease for the then current fiscal year shall be satisfied in full, (b) the Lessee shall package and return the equipment as directed by Lessor, with all costs of packaging, freight and insurance borne by Lessee and (c) if, within two (2) years after the effective date of termination, necessary approvals are received for the purchase or lease of equipment performing functions similar to those performed by the equipment subject to this lease, then the lessor, at its election, may (I) reinstate this Lease for a term equal to the unexpired term of this Lease as of the date of cancellation by providing like equipment or (II) have a right of refusal to be the seller or lessor in the Lessee's acquisition of like kind equipment. If Lessee purports to cancel this Lease under this Section, then Lessor, as a condition to acceptance of such cancellation, may require the written opinion of Lessee's counsel detailing specifically the circumstances giving rise to the right of cancellation and such counsel's affirmative opinion as to the existence of that right.

Durham Public Schools

By: _____