

Bidder: _____

Durham Public Schools

<p>Durham Public Schools Purchasing Office Bid # 179-1819-528-E_LEARNING Attn: <u>Ron Wahlen</u> 511 Cleveland Street Durham, NC 27702</p>	<p>REQUEST FOR PROPOSALS NO:</p> <p>179-1819-528-E_LEARNING</p> <hr/> <p>BID OPENING DATE:</p> <p>March 18, 2019 11:00 a.m EST</p>
<p>DIRECT ALL INQUIRIES CONCERNING THIS RFP TO:</p> <p>Durham Public Schools</p> <p>Attn: Ron Wahlen</p> <p>All questions must be submitted via email no later than 1:00 p.m. EST on February 22, 2019. The administration will not respond if questions are submitted by phone, text or facsimile.</p>	<p>CONTRACT TYPE:</p> <p><u>Open Market, Purchase</u> using various funds; when using Federal Funds Durham Public Schools will follow all Federal guidelines.</p> <p>Commodity Code: # 920-07</p>
<p>EMAIL:</p> <p>Ron.Wahlen@dpsnc.net</p>	<p>USING AGENCY NAME:</p> <p>Durham Public Schools</p>

Bids will be publicly opened on: March 18, 2019 at 11:00 a.m. EST

Schedule

Action	Responsibility	Dates
Issue RFP on NC IPS and DSP Website	DPS	February 15, 2019
Deadline to submit written questions	Potential Vendors	February 22, 2019 (1:00 p.m. Eastern)
Written response to questions/Addendum	DPS	February 28, 2019
Submit Sealed Proposals	Potential Vendors	March 18, 2019 (10:00 a.m. Eastern)
Bid Opening	DPS	March 18, 2019 (11:00 a.m. Eastern)
Selected Vendor Presentations	Potential Vendors	April 4, 2019 (10:00-5:00 p.m. Eastern)

NOTE: Questions concerning the specifications in this Request for Proposals will be received until date and time listed above. ALL QUESTIONS MUST BE SUBMITTED IN WRITING, EITHER BY EMAIL or TO THE ADDRESS LISTED ABOVE. NO QUESTIONS will be received by telephone. Questions received after the date and time listed above will not be considered.

A summary of all questions and answers will be posted on the Interactive Purchasing System as an addendum, located under the RFP # being modified. 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 made a part hereof, will be received at this office (511 Cleveland Street, Durham, NC 27702) until **10:00 a.m. EST on MARCH 18, 2019** for furnishing and delivering the commodity/services described herein and then publicly opened.

Bids submitted via telegraph, facsimile (FAX) machine, telephone and electronic means, including but not limited to email, in response to this Request for Proposals will not be acceptable. Bids are subject to rejection unless submitted on this form.

Please submit three (3) copies of your proposal. One copy must be marked original. One copy must be in digital format. Digital format shall be on a USB Drive and include windows based files (Adobe PDF, Word, and Excel).

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:		
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 180 business days from date of proposal opening. 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).

Durham Public Schools

Bid # 179-1819-528-E_LEARNING

1.0 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

1.1 Proposal Questions

Written questions concerning this RFP will be received on February 22, 2019 until 1 pm Eastern Standard Time. They must be sent via email to: Ron.Wahlen@dpsnc.net please insert "Questions for bid 179-1819-528-E_LEARNING" as the subject for the email.

Durham Public Schools will prepare responses to all written questions submitted, and post an addendum to the Interactive Purchasing System (IPS) <https://www.ips.state.nc.us/ips/> oral answers are not binding on Durham Public Schools.

Questions received prior to the submission deadline date, Durham Public Schools response, and any additional terms deemed necessary by Durham Public Schools be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Durham Public Schools 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.

Vendor contact regarding this RFP with anyone other than DPS employee listed above may be grounds for rejection of said Vendor's offer.

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

1.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with in the instructions in Section 1.1 PROPOSAL QUESTIONS. If Durham Public Schools determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. Durham Public Schools may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, Durham Public Schools rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as non responsive.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by Durham Public Schools. Identification of objections or exceptions to Durham Public Schools terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

Contact with anyone working for or with Durham Public Schools regarding this RFP other than the State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the State’s election.

2.0 PROPOSAL SUBMITTAL

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

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<p>Durham Public Schools PROPOSAL NUMBER: 179-1819-528-E_LEARNING Purchasing Office Attn: Ron Wahlen 511 Cleveland Street Durham, NC 27702</p>	<p>Durham Public Schools PROPOSAL NUMBER: 179-1819-528-E_LEARNING Purchasing Office Attn: Ron Wahlen 511 Cleveland Street Durham, NC 27702</p>

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.

Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may **not** be delivered to the agency’s purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.**

Submit your proposal in a sealed package. 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 sealed envelopes and marked accordingly. For delivery purposes, separate sealed 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 sealed proposal package.

2.1 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP, and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Post-It Flag the price page

2.2 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of Durham Public Schools or Other Eligible Entity that places an order with the Vendor.
- c) **CONTRACT LEAD:** Representative of Durham Public Schools who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to Durham Public Schools and who will administer this contract
- d) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- e) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- f) **LOT:** A grouping of similar products within this RFP.
- g) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- h) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- i) **RFP:** Request for Proposal
- j) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- k) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institution.
- l) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

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3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS PROPOSAL REVIEW AND AWARD

It is the intent of Durham Public Schools to award this RFP to the responsible bidder(s) who best matches the needs of Durham Public Schools. Durham Public Schools reserves the right to reject any and all bids. 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 (See Attachments E and F).

While it is the intent of Durham Public Schools to award this RFP to a single Vendor, Durham Public Schools reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to Durham Public Schools to do so.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State's discretion be disqualified from further evaluation or consideration.

Durham Public Schools reserves the right to waive any minor informality or technicality in proposals received.

3.1 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, 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 proposals 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 the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor's proposal may be disqualified if its subcontractor 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). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.2 PROPOSAL EVALUATION PROCESS

Durham Public Schools shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

Durham Public Schools will conduct a Two-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor in a sealed envelope or package. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Durham Public Schools reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with Durham Public Schools, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Based on the initial evaluation, the Durham Public Schools will ask some vendors to present their product to the evaluation committee. The evaluation committee will ask vendors to conduct presentations on April 4, 2019. The presentations will be videotaped and made available to the DPS committee members not able to attend due to unforeseen circumstances. The video will not be made available outside the committee for confidential and proprietary reasons. In addition, please note that if the vendor has pages included in the bid response that cannot be made publically available or need to be redacted need to indicate (as a footnote, or other means) before submitting to DPS.

Upon completion of the evaluation process, Durham Public Schools will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the **best value** to Durham Public Schools.

3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

See RFP below for the list of requirement related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for Durham Public Schools to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 1.1.

4.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years with an option for an additional two (2) years, beginning on the date of contract award (the “Effective Date”). The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date. The contract terms shall be on fiscal year, July 1 to June 30 (of the following year), on an annual basis.

At the end of the Contract’s current term, Durham Public Schools shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. Durham Public Schools will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition, Durham Public Schools reserves the right to extend a contract term for a period of up to 180 business days in 90-day-or-less increments.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

Pricing must remain valid for no less than 180 business days pending evaluation by the selection committee and subsequent trial by a selected group of teachers before an award recommendation is presented to the Board of Education.

4.3 INVOICES

- a) Invoices must be submitted to the Accounts Payable Office on the Vendor(s) official letterhead/stationery.
- b) Invoices must bear the correct contract number/purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- c) Invoices must include an accurate description of the work/items for which the invoice is being submitted, the invoice date, the period of time covered when applicable, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

4.4 PAYMENT TERMS

- a) The Vendor will be compensated at the rates quoted in the Vendor's Cost Proposal.
- b) The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by Durham Public Schools.

4.5 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT K: 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.

4.6 VENDOR EXPERIENCE

When applicable in its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.7 REFERENCES

Vendors shall provide at least five (5) references for which your company has provided services of similar size and scope to that proposed herein. At least three (3) of the five (5) must be public school districts in North Carolina (See Attachment D). Durham Public Schools may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

4.8 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background the details below must be provided to Durham Public Schools:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which Vendor has knowledge or a statement that it is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the

revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's responses to these requests shall be considered to be continuing representations and Vendor's failure to notify Durham Public Schools within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform services under this contract.

Any personnel or agent of the Vendor performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by Durham Public Schools.

4.9 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. Durham Public Schools will approve or disapprove the requested substitution in a timely manner. Durham Public Schools may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, Durham Public Schools may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.10 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of Durham Public Schools under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by Durham Public Schools. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK/ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, Durham Public Schools shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the

reason(s) it is unacceptable. Acceptance by Durham Public Schools shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, Durham Public Schools may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.1 LIQUIDATED DAMAGES

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows:

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

5.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to Durham Public Schools' Contract Lead for resolution. A claim by Durham Public Schools shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

5.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by Durham Public Schools and Vendor.

6.0 AMERICANS WITH DISABILITIES ACT (ADA)

The district should require consideration of Americans with Disabilities Act compliance parameters when adopting instructional and diagnostic materials for use by all district students. Individuals responsible for material adoption must consider universal design features for physical and sensory access and digital inclusion. Any instruction or information presented visually should be adaptable through enlargement for students with low vision, and by providing audio description or access to tactile representation of graphs and other pictures presented for students who are Blind. Instruction or information presented auditorily should also be presented visually through captioning for students with hearing loss. District students regardless of their abilities or disabilities should experience no barriers to digital online opportunities that others enjoy.

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RFP begins on the next page

INTRODUCTION:

Durham Public Schools is in Durham, North Carolina. Durham Public Schools has 32,374 students and comprises of 54 schools; 11 High Schools, 3 Secondary Schools, 9 Middle Schools, 1 K-8 School, 29 Elementary Schools, and 1 Pre-Kindergarten School. The scope of this work is focused on students in grades 6-12. DPS has 6,796 in grades 6-8, and 10,907 in grades 9-12. The list of DPS secondary schools is in attachment J.

BID DESCRIPTION:

The purpose of this competitive sealed proposal is to identify a vendor with whom Durham Public Schools (DPS) will negotiate a contract to supply, install (configure), implement, train, and support a centralized online credit recovery and first time credit course program for middle and high school students. This RFP is based on the DPS Board of Education policy [3102 Online Instruction \(e-Learning\)](#).

Durham Public Schools current online credit recovery is Edmentum's Courseware (Formerly PLATO). Durham Public Schools utilizes North Carolina Virtual Public Schools (NCVPS) and EdOptions Academy (EOA) for first time credit. Average yearly usage for credit recovery on Courseware is 600 courses, for first time credit on EdOptions Academy is 250 courses, and for first time credit on NCVPS is 850 courses.

Durham Public Schools expects the vendor to provide the district an enterprise-level online credit recovery and first time credit application, all technology hardware components to support the automation system, implementation plan, data migration services, plan to synchronize user account information on a regular frequency, and project management services. DPS also requires that the vendor provide Technical Specifications including Network, Software, Database, Storage, Backup and Archiving, Hosting Environment (ensuring that hosting is within the Continental United States), Servers, Upgrade and Maintenance Process, Client, Security, Authentication and Authorization, and Service Level Agreement (SLA) for support.

The centralized online credit recovery and first time credit courseware program must provide a comprehensive standard curriculum aligned with the North Carolina Standard Course of Study. The curriculum must be up to date, relevant, and meet the needs of diverse learners. The complete K-12 NC standards can be found here: www.dpi.state.nc.us/curriculum/

The vendor awarded this contract shall train the selected DPS staff on all the features and functionality of the online courseware product. All associated costs and fees for training must be included and itemized in the submittal.

REQUIREMENTS:

eLearning Platform Non-Negotiables		Included in Bid? (Circle Answer)	
	Requirements:		
100	eLearning Platforms		
	a. First Time Credit	Yes	No
	b. Credit Recovery	Yes	No
	c. Test Prep	Yes	No
	d. Flexible Assignments for Classrooms (Blended Learning)	Yes	No
101	First Time Credit & Credit Recovery		
	a. No Textbooks (Entire course must be online. Content considered prior learning must be embedded in the course.)	Yes	No
	b. Students can access courses on a Chromebook, cell phone, iPad, etc.	Yes	No
	c. Text-to-Speech (Read aloud) option for all content in all courses.	Yes	No

	d. Ability to accommodate IEPs and 504s	Yes	No
	e. Credit recovery courses tailored to students needs (prescriptive pretests)	Yes	No
	f. Students need to have access to courses 24 hours a day / 7 days a week	Yes	No
	g. Teachers (Lab Facilitators) have access to unlock test	Yes	No
	h. Teachers (Lab Facilitators) can view and monitor student work	Yes	No
	i. Adaptive Learning and Scaffolding in all courses for all students	Yes	No
	j. Embedded glossary to assist readers with unknown words and promote increased reading ability.	Yes	No
	k. ESL Support - Platform has translation to multiple languages other than English (e.g. Spanish, Arabic, etc.)	Yes	No
	l. Ability for students to pause modules, which would then allow them to pick back up from where they left off.	Yes	No
	m. Customized student pacing by course vs. entire school on the same pacing	Yes	No
	n. Closed Captioning option for all content in all courses.	Yes	No
102	Test Prep Program for ACT Prep, SAT Prep, and CTE Prep		
	a. Ability to batch upload students	Yes	No
	b. Students can retake test prep courses multiple times	Yes	No
103	Flexible Assignments		
	a. Flexible lessons teachers can use in the classroom for blended learning	Yes	No
	b. Summative and formative assessments for flexible lessons	Yes	No
	c. Test Question Bank for Classroom Teachers	Yes	No
104	All courses must align to the North Carolina Standard Course of Study		
	a. Core courses required for North Carolina high schools	Yes	No
	b. World Language courses (i.e Spanish, German, French, Chinese, Latin, Russian)	Yes	No
	c. Career Technical Education (CTE) Courses	Yes	No
	d. Occupational Course of Study (OCS)	Yes	No
	e. Elective Courses	Yes	No
105	All Classes taught by North Carolina Certified Teachers		
	a. North Carolina Teaching certificate will need to be made available to Durham Public Schools	Yes	No
	b. Teacher information will need to be made available to Durham Public Schools	Yes	No
106	Enrollment		
	a. Online Registration and Course Enrollment	Yes	No
	b. Grace period to drop course (Minimum 10 School Days)	Yes	No
	c. Administrators, facilitators and parents must have secure logins to monitor student progress	Yes	No
	d. Students automatically moved from semester A to semester B. No need to enroll in the same course twice.	Yes	No
	e. Option to extend a course if a student needs more time.	Yes	No
	f. Ability to batch upload credit recovery course setting instead of changing courses one-by-one	Yes	No

107	Reports		
	a. Reports are highly customizable (Ad hoc)	Yes	No
	b. Ability to create unique reports, save the report, auto generate recurring reports, and distribute to schools from the central office	Yes	No
	c. Ability to track district wide course allotments balance (Transparency in account utilization)	Yes	No
	d. Ability to retrieve prior years usage	Yes	No
	e. Schools can access school level reports	Yes	No
	f. District can access district and school reports	Yes	No
	g. Ability to retrieve real time grade reports on demand	Yes	No
	h. Ability to track user activity and idle time.	Yes	No
108	Training		
	a. Specifics on face-to-face training broken down between the district level and the school level	Yes	No
	b. Specifics on phone and email support	Yes	No
	c. Specifics on online module training	Yes	No
	d. Procedure guides with step-by-step instructions	Yes	No
	e. Orientation for students	Yes	No
109	Support		
	a. Ability for students and Durham Public Schools employees to contact a live teacher for first time credit	Yes	No
	b. Note taking guides for students to use in courses	Yes	No
110	Grading		
	a. Ability to easily sync or transfer grades from the eLearning platform to PowerSchool SIS	Yes	No
	b. Course grades and current grades posted	Yes	No
	c. School level gradebook access	Yes	No
111	NCAA Requirements		
	a. First time credit courses must meet the NCAA eligibility center minimum requirements	Yes	No
	b. Identify if your credit recovery courses have a live teacher, a minimum time frame, and test-out options	Yes	No
112	Accommodations		
	a. All students must have access to all eLearning materials	Yes	No
	b. All courses must have a read aloud option for all content	Yes	No
	c. All courses must have closed captioning	Yes	No

Technical Requirements			
	Minimum Technical System Requirements that meet the client computing device standards		
200	Windows PC Standards		
	a. Operating System - Windows 10 Pro	Yes	No
	b. Processor - Intel i5 or better	Yes	No

	c. RAM - 8GB	Yes	No
	d. Storage - 128 GB SSD (HDDs larger than 100 GB)	Yes	No
201	Chromebook Standards		
	a. Operating System - Chrome OS (version 68 or higher)	Yes	No
	b. Display – 11.6” Screen with 1024x768	Yes	No
	c. Processor – 1.6 GHz Intel Celeron Processor or better	Yes	No
	d. RAM – 4GB	Yes	No
	e. Storage – 16GB SSD	Yes	No
202	Chrome Tablet Standard		
	a. Operating System - Chrome OS (version 68 or higher)	Yes	No
	b. Touch Enabled 9.7” Backlit Screen (2048x1538 Resolution)	Yes	No
	c. Processor - Dual-core Processor	Yes	No
	d. RAM – 4GB	Yes	No
	e. Storage – 32 GB SSD	Yes	No
	f. USB-C Port	Yes	No
	g. Built-in microphone and speakers	Yes	No
	h. Camera(s) –Front and Rear facing cameras	Yes	No
	i. Connectivity – 802.11ac WLAN	Yes	No
	j. Battery – Lithium Ion 4500mAh	Yes	No
203	Minimum Technical System Requirements for student owned devices		
	a. Apple iOS	Yes	No
	b. Android devices/tablets	Yes	No
	c. Apple OS	Yes	No
	d. Windows PC, Laptops and Tablets	Yes	No
204	Enterprise Technical Requirements		
	a. Software/apps MUST NOT require Flash plugin	Yes	No
	b. HTML5	Yes	No
	c. Software must be compatible with multiple browsers. The system must be compatible with the following, but not limited to:	Yes	No
	d. Chrome	Yes	No
	e. Safari	Yes	No
	f. Firefox	Yes	No
	g. Internet Explorer (v.11)	Yes	No
	h. Microsoft Edge	Yes	No
	i. Software enterprise solution shall be externally hosted and managed by vendor	Yes	No
	j. Hosting is within the Continental United States of America	Yes	No

300	Data Integration		
	a. Vendor will support the initial and ongoing data migration process	Yes	No
	b. Vendor must appoint a data custodian to protect student and teacher confidentiality and security	Yes	No
	c. In the event of a data breach, the vendor's data custodian shall report the incident to DPS no less than one (1) business day after provider learns of such use or disclosure.	Yes	No
	d. Vendor must have an individual who is authorized to execute contracts sign our Data Security Agreements (DSA) (included in Attachments G and H)	Yes	No
	e. Vendor will supply a sFTP system for data exchanges, including but not limited to ingesting and exporting data	Yes	No
	f. The solution should have Learning Tools Interoperability (LTI) capabilities	Yes	No
	g. SAML version 2.0 for Single Sign-On (SSO) compatibility	Yes	No
	h. Durham Public Schools uses and prefer that the vendor integrate with the NC Ed Cloud, RapidIdentity by Identity Automation for SSO for students, teachers, administrators, and district personnel	Yes	No
	i. Vendor shall integrate for data automation and rostering with NC Ed Cloud for SSO for students, teachers, administrators, and district personnel.	Yes	No
400	Service Level Agreement (SLA)		
	a. The solution's environment must be Family Education Rights and Privacy Act (FERPA) compliant.	Yes	No
	b. DPS requires that all data collected, analyzed and/or disseminated by the solution remain the sole property of and for the exclusive use of Durham Public Schools	Yes	No
	c. Vendor will monitor platforms performance and up time. Reporting to district level staff of any outages.	Yes	No
	D. The SLA must include consequences for not meeting service level obligations (such as credit, reimbursement or termination of contract).	Yes	No
	E. Vendor must include Disaster Recovery plan	Yes	No
500	Help Desk Support		
	a. Technical support phone, chat, email 24 hours, 7 days a week, 365 year (minus major holidays).	Yes	No
	b. Historical resolution report for all calls to vendor's help desk.	Yes	No
	c. Help desk support for students, parents, teachers, eLearning advisors, and district personnel.	Yes	No
600	Pilot		
	We intend to pilot the solution in spring 2019	Yes	No
	The vendor will outline tasks to pilot test with students, teachers, principals, district administrators, and parents.	Yes	No
700	Trial Account Access		
	a. The vendor shall provide trial accounts for the following end users: students, teachers, principals, district administrators, and parents.	Yes	No

	b. The trial accounts should include access, permissions levels and roles descriptions (matrix) for students, administrators, facilitators and parents those individuals listed in the requirements section 106c above.(See attachment I)	Yes	No
	c. The trial accounts should remind active for 180 business days after the bid opening date.	Yes	No
	d. The trial accounts information should include the URL, User ID, and Password	Yes	No

800	Project Management		
	a. The vendor is responsible to include a project plan	Yes	No
	b. The project plan should include a schedule and be mindful of school schedules, year round school's schedules, and summer school calendars. (Included in Attachment L)	Yes	No
	c. The vendor will adhere to best practices in Project Management	Yes	No
	d. The vendor will provide a full design that includes process flow charts which outlines the design of the system	Yes	No
	e. The vendor will provide a detailed design documents and mock up for approval and prior to implementation	Yes	No

900	User Interface		
	a. Age Appropriate Updated Graphics / Gamification	Yes	No
	b. Easy and intuitive navigation for students and teachers	Yes	No

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Attachments to this RFP begin on the next page

ATTACHMENT A: INSTRUCTIONS TO VENDORS:

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 Sections 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:
 - a. All copies of the proposal are printed double sided.
 - b. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - c. 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, glued materials, paper clips, and staples are acceptable.
 - d. 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 (Attachment M).

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. **TABULATIONS:** Proposal tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>, and DPS website. Click on the IPS BIDS icon, click on Search for Bid, enter the proposal number, and then search. Tabulations will normally be available at this website not later than one working day after the proposal opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
16. **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>.
17. **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.

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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 of the Contract.

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ATTACHMENT B: 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.
 - 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.
 - 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.
 - 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.
 - 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
- 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/underinsured motorist; and \$2,500.00 medical payment.
- d. **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.
- 28. 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 C: PRICING

OFFICIAL BID PRICE SHEET	
Description	Cost
First Time Credit	
Standard Core Curriculum: Cost per 1/2 Credit	
Standard Core Curriculum: Cost per Full Credit	
Advanced Core Curriculum: Cost per 1/2 Credit	
Advanced Core Curriculum: Cost per Full Credit	
Elective Curriculum: Cost per 1/2 Credit	
Elective Curriculum: Cost per Full Credit	
CTE Curriculum: Cost per 1/2 Credit	
CTE Curriculum: Cost per Full Credit	
World Languages Curriculum: Cost per 1/2 Credit	
World Language Curriculum: Cost per Full Credit	
ACT / SAT Test Prep: Cost per 1/2 Credit	
ACT / SAT Test Prep: Cost per Full Credit	
Summer School Curriculum: Cost per 1/2 Credit	
Summer School Curriculum: Cost per Full Credit	
Extension Fees for First Time Credit	
Extension Fee: Cost per 1/2 Credit	
Extension Fee: Cost per Full Credit	
Extension Fee: Cost per Summer Course	

Credit Recovery Courses	
Cost per 1/2 Credit per student	
Cost per Full Credit per student	
Test Prep Courses	
ACT Site License Cost	
ACT District License Cost	
SAT Site License Cost	
SAT District License Cost	
WorkKeys Site License Cost	
WorkKeys District License Cost	
Lesson Modules for Classroom Use	
Site License Cost	
District License Cost	
Training/Professional Development	
Onsite: Full Day Session (8 Hours)	
Virtual: Half Day Session (4 Hours)	
System Integration	
Single Sign-On Cost	
Other	

*Bidders should show unit prices, but are requested also to offer a lump sum price.

GRAND TOTAL \$ _____

ATTACHMENT D: REFERENCES

Vendors shall provide at least five (5) references, for similar size and scope projects, for which comparable services and supplies have been provided. Three (3) of these references must be public school districts in North Carolina.

Reference #1:

Name of School District		Contact Person Name	
School District Size (Number of Students)		Contact Person Title	
Annual Contract Value		Contact Person Telephone Number	
Contract Start Date		Contact Person Email Address	
Contract End Date			

Reference #2:

Name of School District		Contact Person Name	
School District Size (Number of Students)		Contact Person Title	
Annual Contract Value		Contact Person Telephone Number	
Contract Start Date		Contact Person Email Address	
Contract End Date			

Reference #3:

Name of School District		Contact Person Name	
School District Size (Number of Students)		Contact Person Title	
Annual Contract Value		Contact Person Telephone Number	
Contract Start Date		Contact Person Email Address	
Contract End Date			

Reference #4:

Name of School District		Contact Person Name	
School District Size (Number of Students)		Contact Person Title	
Annual Contract Value		Contact Person Telephone Number	
Contract Start Date		Contact Person Email Address	
Contract End Date			

Reference #5:

Name of School District		Contact Person Name	
School District Size (Number of Students)		Contact Person Title	
Annual Contract Value		Contact Person Telephone Number	
Contract Start Date		Contact Person Email Address	
Contract End Date			

ATTACHMENT E: RUBRIC FOR EVALUATION

Scoring of individual items within categories	Score	Response Descriptions
Excellent	5	Clearly states how requirement or criteria will be satisfied in a comprehensive manner with sufficient detail and specifics. (Overall, quality and organization of response to the specific item are excellent.)
Good	3	States how majority of requirement or criteria will be satisfied but has a few unexplained gaps; missing details; and/or inconsistencies. (Overall, good response but could have been clearer compared to others.)
Unsatisfactory	2	States how majority of requirement or criteria will be satisfied but has at least one of the following: a) significant unexplained gaps; b) missing major details, c) extraneous and unnecessary information; and/or 4) inconsistencies.
Poor	1	States that requirement or criteria will be met but provides little to no explanation explaining how. (Insufficient information provided to gauge strength of the response relative to other responders.)
Non-responsive	0	No response offered or response does not address the question.

ATTACHMENT F: VENDOR SCORECARD

Category / Criteria	Score Weight	Points Awarded
Platform costs and pricing clearly explained in detail. Comparable costs to other vendors for same product functionality, usability, license per pupil, strategic contracting, value add, total cost of ownership and guarantee on agreements.	.30	
Product, Service Capabilities, and Relevance, Reports, Reporting flexibility and customizable, alignment to NC Standard Course of Study. Demonstration of high quality product in eLearning / Online course industry.	.24	
Vendor experience, support plan, online modules, documentation, course catalog and descriptions, pilot, trial accounts, oral presentations. Presents qualifications and experience demonstrating similar solutions to district in size and scope.	.20	
Integration, implementation, and training plan. Demonstrates a thorough project plan with timelines for integration and fully implemented by deadlines.	.18	
Conformity to Technical Standards and Technical Fit to DPS computing environment. Addresses hardware and tool requirements. Provides robust, customizable, adaptable solution. Addresses full solution requirements.	.08	

Durham Public Schools
Data Confidentiality and Security Agreement for Online Service Providers
(Personnel Data)

[REDACTED] ("Provider") hereby agrees to the terms of this Data Confidentiality and Security Agreement ("Security Agreement") for the purpose of sharing confidential personnel information between Durham Public Schools ("DPS" or "District") and Provider in a manner consistent with N.C. Gen. Stat. §§ 115C-319 through 321 and DPS Board Policy 5235, and any accompanying regulations and procedures.

1. Purpose. DPS is a local education agency that maintains personnel information in accordance with N.C. Gen. Stat. §§ 115C-319 through 321 and DPS Board Policy 5235. Provider is requesting access to certain personnel information maintained by DPS for the purpose of providing online human resources services and/or technology products to DPS, as described herein. The purpose of this Security Agreement is to set forth the terms and conditions upon which Provider may be granted access to such personnel information in order to ensure that the personnel information is used and stored appropriately and in compliance with all applicable state laws and DPS policies.

2. Personnel Records and Information. Provider acknowledges that any data shared and released to Provider by DPS (the "Shared Data") is for the sole purpose of providing services to DPS. The Shared Data is defined as any data or information shared with Provider pursuant to this Agreement, including but not limited to any personally identifiable information (PII) about employees, and other employee information. The parties agree that the Shared Data and all rights to the Shared Data, including all intellectual property rights, shall remain the exclusive property of DPS, and that Provider has a limited, nonexclusive, license solely for the purpose of performing its obligations as outlined in this Agreement.

3. Compliance with Applicable Laws, Policies, and Procedures. To become or remain a recipient of the Shared Data, Provider agrees to comply with the provisions of N.C. Gen. Stat. §§ 115C-319 through 321 and DPS Board Policy 5235, and any accompanying regulations and procedures. Nothing in this Security Agreement may be construed to allow Provider to maintain, use, or disclose any Shared Data in a manner inconsistent with any applicable law, regulation, or policy. Provider and its sub-contractors understand and acknowledge that under N.C.G.S. § 115-321, the unauthorized examination, removal, and/or copying of any portion of a personnel file record of an employee of the DPS may constitute a Class 3 misdemeanor.

4. Authorized Use of Shared Data. Provider agrees to use the Shared Data for no other purpose other than those identified in Paragraph 2 of this Agreement. Provider understands that the Security Agreement does not convey ownership of Shared Data to Provider. Provider specifically acknowledges that Provider's marketing activities are not an authorized use of the Shared Data.

5. Procedures for the Maintenance and Security of Shared Data. While in the possession, custody, or control of Provider, all Shared Data shall be stored in a secure environment with access limited to the least number of staff needed to complete the work requested by DPS. Provider shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of, DPS. Such measures shall include processes for transmission and storage of such data.

a. Provider agrees that it will protect the Shared Data against loss, destruction, and unauthorized uses or disclosures according to industry best practices and no less rigorously than it protects its own confidential information. Specifically, Provider agrees that all employee records and PII obtained in the course of providing services to DPS shall be subject to the confidentiality and disclosure provisions of applicable state statutes and

regulations, and Durham Public Schools policies, including but not limited to the laws and policies described in Paragraph 3 of this Security Agreement.

b. For the purposes of ensuring Provider's compliance with this Security Agreement and all applicable state laws, Provider shall designate one or more individuals as the primary data custodian(s) of the data that DPS shares with Provider and shall notify DPS of the name(s) and title(s) of such individual(s) prior to any data being shared. DPS will release all data and information for this project to the named primary data custodian(s). The primary data custodian(s) shall ensure that the project shall be conducted in a manner that does not permit personal identification of DPS employees by anyone other than representatives of Provider who need such information for the purposes described in Paragraphs 1 and 2 of this Security Agreement. The primary data custodian(s) shall also be responsible for maintaining a log of all data received pursuant to this Security Agreement and ensuring the timely destruction or return of the Shared Data as required by this Security Agreement.

c. Provider shall use industry best practices to protect DPS data from unauthorized physical and electronic access no less rigorously than it protects its own confidential information. All DPS data shall be kept in a secure location preventing access by unauthorized individuals. Provider shall not forward to any person or entity other than DPS any employee record or PII, including, but not limited to, the employee's identity, without the advance written consent of DPS. Provider agrees to handle any and all Shared Data using appropriate access control and security, including password-protection and encryption in transport and electronic storage, and periodic auditing of data at rest. Data shall not be emailed in plain text or used for marketing campaigns. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

d. Provider will maintain an access log delineating the date, time, and identity of any person or entity given access to any Shared Data who is not in the direct employ of Provider. No such access shall be granted except in strict compliance with the terms and conditions of this Agreement and applicable law.

6. Prohibition on Unauthorized Use or Disclosure of Shared Data.

a. Provider agrees to hold all Shared Data in strict confidence. Provider shall not use or disclose such data received from or on behalf of DPS except as authorized in writing by DPS or as required by law. Provider agrees not disclose any data obtained from DPS in a manner that could identify any individual employee to any other entity, attempt to infer or deduce the identity of any individual employee based on data provided by DPS, or claim to have identified or deduced the identity of any employee based on data provided by DPS.

b. Provider is prohibited from mining Shared Data for any purposes other than those agreed to in advance writing by DPS. Data mining or scanning of user content for the purpose of advertising and/or marketing employees is strictly prohibited.

c. In no event will Provider use any of the Shared Data for its own commercial marketing or advertising purposes, or for the commercial marketing or advertising purposes of any third-party. Provider will not use any Shared Data to advertise or market to DPS employees.

d. In the event of any unauthorized use or disclosure, Provider shall report the incident to DPS no less than one (1) business day after Provider learns of such use or disclosure. Such report shall identify:

- i. The nature of the unauthorized use or disclosure,
- ii. The data used or disclosed,
- iii. Who made the unauthorized use or received the unauthorized disclosure
- iv. What Provider has done or shall do to mitigate the effects of the unauthorized use or disclosure
- v. What corrective action Provider has taken or shall take to prevent future similar unauthorized use or disclosure.

Provider shall also provide such other information related to the unauthorized use or disclosure that may be reasonably requested by DPS. DPS also may require that Provider provide a written notice of the breach or disclosure, as well as a description of the corrective actions taken, to any DPS employee directly impacted by the breach or disclosure. Any such corrective action and notice shall be subject to review and approval by DPS.

e. Provider will not release any research or publications pertaining to DPS's data without DPS's advance written consent.

7. Employees, Contractors, and Agents. Provider may share any of the Shared Data with any of its subcontractors only with the advance written permission of DPS. Any such request from Provider shall be in writing and shall identify the person(s) or entit(ies) to whom disclosures will be made and the purposes of the disclosures. Should DPS, in its sole discretion, approve any such request, Provider shall ensure that each approved subcontractor is contractually bound to adhere to all of the terms of this Security Agreement with respect to its possession and use of any Shared Data and is aware of its obligations under applicable law with regard to the possession, use and re-disclosure of any PII. Any such agreement between Provider and its subcontractor(s) shall be subject to review and approval by DPS before any Shared Data is disclosed to the subcontractor(s). Nothing in this paragraph shall relieve Provider of any its obligations under this Agreement, including its responsibilities to ensure the security of any Shared Data provided by DPS pursuant to this Agreement.

8. Monitoring and Auditing. Any Shared Data held by Provider will be made available to DPS for review and inspection upon request of DPS. Provider shall cooperate with DPS or with any other person or agency as directed by DPS, in monitoring, auditing, or investigating activities related to Provider's use and safeguarding of the Shared Data, including but not limited to allowing inspection of the data logs described in Paragraph 5.b and 5.d of this Agreement. DPS and its auditors will maintain the confidentiality of any trade secrets of Provider that may be accessed during an audit conducted under this Security Agreement.

9. Term; Post-Termination. This Security Agreement takes effect upon the date of full execution and continues in full force and effect for so long as Provider has possession, custody, or control of any of the Shared Data. Upon the termination of the subscription to the instructional system provided by Provider and/or any other contract, purchase order, agreement or terms of service between DPS and Provider, all Shared Data shall be destroyed. No other entity, including any subcontractors of Provider, shall be authorized to continue possessing or using any Shared Data. Any data remaining on any computers, servers, or other technological devices of Provider or its employees, agents, or subcontractors, shall be permanently deleted. Provider shall complete such destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Provider shall certify in writing to Durham Public Schools that such destruction has been completed. This section shall survive the expiration or earlier termination of this Agreement.

10. Breach and Default; Indemnification; Remedies.

a. In the event of a material data or security breach, or, if DPS determines, in its sole discretion, that employee information has been mishandled or disclosed in a manner inconsistent with this Security Agreement, DPS may demand the immediate return or destruction of any and all of the Shared Data.

b. Provider shall fully indemnify and hold harmless the Durham Public Schools Board of Education and its past, current and future members, agents, and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from any material data breach of this Security Agreement or any unauthorized use or disclosure of the Shared Data by Provider or its subcontractor(s). The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. This section shall survive the expiration or earlier termination of this Security Agreement.

c. Nothing in this Agreement shall restrict DPS from seeking any other rights or remedies to which it may be entitled at law or equity.

11. No Right or Entitlement to Data. This Security Agreement sets out the terms and conditions, under which DPS may, in its sole discretion, provide Shared Data to Provider. Nothing in this Security Agreement creates any right, title, or interest in Provider to receive any such information.

12. Miscellaneous.

- a. **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.
- b. **Relationship of Parties.** The parties shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto.
- c. **No Third Party Beneficiaries.** Nothing in this Security Agreement shall confer upon any person other than the parties any rights, remedies, obligations, or liabilities whatsoever.
- d. **Counterparts.** This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. **Headings.** The headings and other captions in this Security Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Security Agreement.
- f. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. **Assignment of Rights.** Neither this Security Agreement, nor any rights, duties, nor obligations described herein shall be assigned by Provider without the prior express written consent of DPS.
- h. **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- i. **Authority to Enter Agreement.** The person(s) executing this Agreement on behalf of Recipient has authority to do so as an official, binding act of Recipient.
- j. **Entire Agreement; Amendment.** This Agreement contains the entire agreement between the parties and supersedes any previous agreements and proposals, oral or written, related to the subject matter hereof. Any modification or amendments to this Agreement shall be effective only if made in writing and signed by both parties.
- k. **Conflicts.** In the event of any conflict between this Security Agreement and any existing or future contract, purchase order, agreement or terms of service between DPS and Provider, the terms and conditions of this Security Agreement shall control.

IN WITNESS THEREOF, the parties to this Agreement have set their hands and seals on the dates indicated below.

[PROVIDER'S NAME]	DURHAM PUBLIC SCHOOLS
_____ Signature	_____ Signature
_____ Date	_____ Date
_____ [Printed Name, Title]	_____ [Printed Name, Title]

ATTACHMENT H: DATA SECURITY AGREEMENT (STUDENT)

Durham Public Schools Data Confidentiality and Security Agreement for Online Service Providers (Student Data)

_____ (“Provider”) hereby agrees to the terms of this Data Confidentiality and Security Agreement (“Security Agreement”) for the purpose of sharing confidential student information between Durham Public Schools (“DPS” or “District”) and Provider in a manner consistent with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations at 34 CFR part 99; the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h and its implementing regulations at 34 CFR part 98; the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506 and its implementing regulations at 16 CFR part 312; N.C. Gen. Stat. §§ 115C-401.1, 115C-401.2, and 115C-402; DPS Board Policies 4200 to 4209 and their accompanying regulations and procedures; and other applicable laws and policies.

1. Purpose. DPS is a local education agency that maintains student educational records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and its implementing regulations at 34 CFR part 99; N.C. Gen. Stat. §§ 115C-401.1, 115C-401.2, and 115C-402; DPS Board Policies 4200 to 4209; and other applicable law. Provider is requesting access to certain student data maintained by DPS for the purpose of providing online educational services and/or instructional technology products to DPS, as described herein. The purpose of this Security Agreement is to set forth the terms and conditions upon which Provider may be granted access to such student data in order to ensure that the student data is used and stored appropriately and in compliance with all applicable federal, state, and local laws, regulations, and policies.

2. Student Records and Information. Provider acknowledges that any data shared and released to Provider by DPS (the “Shared Data”) is for the sole purpose of providing educational services to enhance, supplement, and improve instruction for students within DPS. The Shared Data is defined as any data or information shared with Provider pursuant to this Agreement, including but not limited to any de-identified data, aggregated data sets, personally identifiable information (PII) about students, and other student information, including, but not limited to, student data, metadata, and user content. The Shared Data will be used by Provider for the sole purpose of populating student data into instructional systems subscribed to by DPS, and for improving services under this Agreement. The parties agree that the Shared Data and all rights to the Shared Data, including all intellectual property rights, shall remain the exclusive property of DPS, and that Provider has a limited, nonexclusive, license solely for the purpose of performing its obligations as outlined in this Agreement.

3. Compliance with Applicable Laws, Policies, and Procedures. To become or remain a recipient of the Shared Data, Provider agrees to comply with the provisions of FERPA, PPRA, COPPA, N.C. Gen. Stat. § 115C-401.2, and all other applicable laws and regulations in all respects. For purposes of this Security Agreement, FERPA includes 20 U.S.C. 1232g, Chapter 99 of Title 34 of the Code of Federal Regulations, and any Durham Public Schools Board of Education policies and procedures implementing these federal laws. PPRA includes 20 U.S.C. 1232h, Chapter 98 of Title 34 of the Code of Federal Regulations, and any state law and Durham Public Schools Board of Education policies implementing these federal laws. COPPA includes 5 U.S.C. 6501-6505, Chapter 312 of Title 16 of the Code of Federal Regulations, and any state law and Durham Public Schools Board of Education policies implementing these federal laws. Nothing in this Security Agreement may be construed to allow Provider to maintain, use, or disclose any Shared Data in a manner inconsistent with any applicable law, regulation, or policy.

4. Authorized Use of Shared Data. All services provided by Provider shall at all times be limited to institutional functions of DPS that could otherwise be provided by a school official and which DPS is “outsourcing” to Provider pursuant to 34 CFR 99.31(a)(1)(B). Provider agrees to use the Shared Data for no other purpose other than those identified in Paragraph 2 of this Agreement. Provider understands that the Security Agreement does not convey ownership of Shared Data to Provider. Provider specifically acknowledges that Provider’s marketing activities are not an authorized use of the Shared Data.

5. Procedures for the Maintenance and Security of Shared Data. While in the possession, custody, or control of Provider, all Shared Data shall be stored in a secure environment with access limited to the least number of staff needed to complete the work requested by DPS. Provider shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of, DPS. Such measures shall include processes for transmission and storage of such data.

a. Provider agrees that it will protect the Shared Data against loss, destruction, and unauthorized uses or disclosures according to industry best practices and no less rigorously than it protects its own confidential information. Specifically, Provider agrees that all student records and PII obtained in the course of providing services to DPS shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and Durham Public Schools policies, including but not limited to the laws and policies described in Paragraph 3 of this Security Agreement.

b. For the purposes of ensuring Provider's compliance with this Security Agreement and all applicable state and federal laws, Provider shall designate one or more individuals as the primary data custodian(s) of the data that DPS shares with Provider and shall notify DPS of the name(s) and title(s) of such individual(s) prior to any data being shared. DPS will release all data and information for this project to the named primary data custodian(s). The primary data custodian(s) shall ensure that the project shall be conducted in a manner that does not permit personal identification of DPS students by anyone other than representatives of Provider who need such information for the purposes described in Paragraphs 1 and 2 of this Security Agreement. The primary data custodian(s) shall also be responsible for maintaining a log of all data received pursuant to this Security Agreement and ensuring the timely destruction or return of the Shared Data as required by this Security Agreement.

c. Provider shall use industry best practices to protect DPS data from unauthorized physical and electronic access no less rigorously than it protects its own confidential information. All DPS data shall be kept in a secure location preventing access by unauthorized individuals. Provider shall not forward to any person or entity other than DPS any student record or PII, including, but not limited to, the student's identity, without the advance written consent of DPS. Provider agrees to handle any and all Shared Data using appropriate access control and security, including password-protection and encryption in transport and electronic storage, and periodic auditing of data at rest. Data subject to FERPA shall not be emailed in plain text or used for marketing campaigns. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

d. Provider will maintain an access log delineating the date, time, and identity of any person or entity given access to any Shared Data student records who is not in the direct employ of Provider. No such access shall be granted except in strict compliance with the terms and conditions of this Agreement and applicable law.

6. Prohibition on Unauthorized Use or Disclosure of Shared Data.

a. Provider agrees to hold all Shared Data in strict confidence. Provider shall not use or disclose such data received from or on behalf of DPS except as authorized in writing by DPS or as required by law. Provider agrees not disclose any data obtained from DPS in a manner that could identify any individual student to any other entity, attempt to infer or deduce the identity of any individual student based on data provided by DPS, or claim to have identified or deduced the identity of any student based on data provided by DPS.

b. Provider is prohibited from mining Shared Data for any purposes other than those agreed to in advance writing by DPS. Data mining or scanning of user content for the purpose of advertising and/or marketing to students or their parents is strictly prohibited.

c. In no event will Provider use any of the Shared Data for its own commercial marketing or advertising purposes, or for the commercial marketing or advertising purposes of any third-party. Provider will not use any Shared Data to advertise or market to DPS students or their parents.

d. In the event of any unauthorized use or disclosure, Provider shall report the incident to DPS no less than one (1) business day after Provider learns of such use or disclosure. Such report shall identify:

- i. The nature of the unauthorized use or disclosure,
- ii. The data used or disclosed,
- iii. Who made the unauthorized use or received the unauthorized disclosure,
- iv. What Provider has done or shall do to mitigate the effects of the unauthorized use or disclosure, and
- v. What corrective action Provider has taken or shall take to prevent future similar unauthorized use or disclosure.

Provider shall also provide such other information related to the unauthorized use or disclosure that may be reasonably requested by DPS. DPS also may require that Provider provide a written notice of the breach or disclosure, as well as a description of the corrective actions taken, to any DPS student, parent, or employee directly impacted by the breach or disclosure. Any such notice shall be subject to review and approval by DPS.

e. Provider may use de-identified, aggregated Shared Data for product development and research purposes only as specifically authorized and consented to in advance in writing by DPS. Any such de-identified data will have all direct and indirect personal identifiers removed, including, but not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Provider agrees not to attempt to re-identify any de-identified data and not to transfer de-identified data to any other party without DPS express written consent.

f. Provider will not release any research or publications pertaining to DPS's data without DPS's advance written consent.

7. Employees, Contractors, and Agents. Provider may share any of the Shared Data with any of its subcontractors only with the advance written permission of DPS. Any such request from Provider shall be in writing and shall identify the person(s) or entit(ies) to whom disclosures will be made and the purposes of the disclosures. Should DPS, in its sole discretion, approve any such request, Provider shall ensure that each approved subcontractor is contractually bound to adhere to all of the terms of this Security Agreement with respect to its possession and use of any Shared Data and is aware of its obligations under applicable law with regard to the possession, use and re-disclosure of any PII. Any such agreement between Provider and its subcontractor(s) shall be subject to review and approval by DPS before any Shared Data is disclosed to the subcontractor(s). Nothing in this paragraph shall relieve Provider of any its obligations under this Agreement, including its responsibilities to ensure the security of any Shared Data provided by DPS pursuant to this Agreement.

8. Monitoring and Auditing. Any Shared Data held by Provider will be made available to DPS for review and inspection upon request of DPS. Provider shall cooperate with DPS or with any other person or agency as directed by DPS, in monitoring, auditing, or investigating activities related to Provider's use and safeguarding of the Shared Data, including but not limited to allowing inspection of the data logs described in Paragraph 5.b and 5.d of this Agreement. DPS and its auditors will maintain the confidentiality of any trade secrets of Provider that may be accessed during an audit conducted under this Security Agreement.

9. Term; Post-Termination. This Security Agreement takes effect upon the date of full execution and continues in full force and effect for so long as Provider has possession, custody, or control of any of the Shared Data. Upon the termination of the subscription to the instructional system provided by Provider and/or any other contract, purchase order, agreement or terms of service between DPS and Provider, all Shared Data shall be destroyed. No other entity, including any subcontractors of Provider, shall be authorized to continue possessing or using any Shared Data. Any data remaining on any computers, servers, or other technological devices of Provider or its employees, agents, or subcontractors, shall be permanently deleted. Provider shall complete such destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Provider shall certify in writing to Durham Public Schools that such destruction has been completed. This section shall survive the expiration or earlier termination of this Agreement.

10. Breach and Default; Indemnification; Remedies.

- a. In the event of a material data or security breach, or, if DPS determines, in its sole discretion, that student information has been mishandled or disclosed in a manner inconsistent with this Security Agreement, DPS may demand the immediate return or destruction of any and all of the Shared Data.
- b. Provider shall fully indemnify and hold harmless the Durham Public Schools Board of Education and its past, current and future members, agents, and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from any material data breach of this Security Agreement or any unauthorized use or disclosure of the Shared Data by Provider or its subcontractor(s). The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2. This section shall survive the expiration or earlier termination of this Security Agreement.
- c. Nothing in this Agreement shall restrict DPS from seeking any other rights or remedies to which it may be entitled at law or equity.

11. No Right or Entitlement to Student Data. This Security Agreement sets out the terms and conditions, under which DPS may, in its sole discretion, provide Shared Data to Provider. Nothing in this Security Agreement creates any right, title, or interest in Provider to receive any such information.

12. Miscellaneous.

- a. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.
- b. Relationship of Parties. The parties shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto.
- c. No Third Party Beneficiaries. Nothing in this Security Agreement shall confer upon any person other than the parties any rights, remedies, obligations, or liabilities whatsoever.
- d. Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Headings. The headings and other captions in this Security Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Security Agreement.
- f. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. Assignment of Rights. Neither this Security Agreement, nor any rights, duties, nor obligations described herein shall be assigned by Provider without the prior express written consent of DPS.
- h. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- i. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Recipient has authority to do so as an official, binding act of Recipient.

j. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes any previous agreements and proposals, oral or written, related to the subject matter hereof. Any modification or amendments to this Agreement shall be effective only if made in writing and signed by both parties.

k. Conflicts. In the event of any conflict between this Security Agreement and any existing or future contract, purchase order, agreement or terms of service between DPS and Provider, the terms and conditions of this Security Agreement shall control.

IN WITNESS THEREOF, the parties to this Agreement have set their hands and seals on the dates indicated below.

[PROVIDER'S NAME] _____ Signature _____ [Printed Name, Title]	_____ Date	DURHAM PUBLIC SCHOOLS _____ Signature _____ [Printed Name, Title]	_____ Date
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ATTACHMENT I: TRIAL ACCOUNT MATRIX

Name	Role Description	Permissions	URL	Username	Password
Student					
Parent					
Teacher					
Principal					
School Counselor					
District Administrator					
Superintendent					

ATTACHMENT J: SCHOOL LIST

School Name	Address	School Type	Enrollment
Brogden Middle School	1001 Leon St	Middle School	537
Carrington Middle School	227 Milton Rd	Middle School	855
Schools for Creative Studies	5001 Red Mill Rd	Secondary (6-12)	620
Durham School of the Arts	400 N Duke St	Secondary (6-12)	1,750
Githens Middle School	4800 Chapel Hill Rd	Middle School	937
J.D. Clement Early College HS	1801 Fayetteville St	High School	386
Jordan High School	6806 Garrett Rd	High School	1,935
Lakeview School	3507 Dearborn Dr	Secondary	130
Little River School	2315 Snow Hill Rd	K-8 School (6-8)	131
Lowes Grove Middle School	4418 S Alston Ave	Middle School	617
Neal Middle School	201 Baptist Rd	Middle School	775
Northern High School	117 Tom Wilkinson Rd	High School	1,539
Riverside High School	3218 Rose of Sharon Rd	High School	1,753
Rogers-Herr Middle School	911 Cornwallis Rd	Middle School	642
Shepard Middle School	2401 Dakota St	Middle School	471
Southern School of Energy and Sustainability	800 Clayton Rd	High School	1,387
City of Medicine Academy	301 Crutchfield St	High School	341
Hillside High School	3727 Fayetteville St	High School	1,362
Hillside New Tech	3727 Fayetteville St	High School	343
Durham Performance Learning Center	401 N Drive St	High School	162
Lakewood Montessori Middle	2119 Chapel Hill Rd	Middle School	303
Durham Duke Hospital	DUMC PO Box 3039	Hospital School	14
Hospital School - ADC	DUMC PO Box 3039	Hospital School	5
Lakeview - Broad Street	2432 Broad St	Middle School	8
Lucas Middle School	923 Snow Hill Rd	Middle School	483
Middle College - DTCC	1637 E Lawson St	High School	192

ATTACHMENT K: CERTIFICATION OF FINANCIAL CONDITION

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.

Printed Name of Chief Finance Officer (CFO)

Signature of Chief Finance Officer (CFO)

Date

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

ATTACHMENT L: SCHOOL CALENDARS

Durham Public School Calendars can be found on our district’s website:

<https://www.dpsnc.net/domain/92>

ATTACHMENT M: CERTIFICATION FOR HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

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

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

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